



Bio Packaging WA Pty Ltd

ABN 98 637 123 963

17 John St Bayswater WA6053

Telephone: 08 6244 7108

Sales@biopackagingwa.com.au

www.biopackagingwa.com.au

CREDIT APPLICATION

OFFICE USE ONLY

Sales Representative		Account Number	
Date Submitted		Credit Limit & Terms	
Approval Signature & Date			

BUSINESS INFORMATION

Entity Name			
Trading Name			
Postal Address City, State, Post Code			
Business Address City, State, Post Code			
Phone Number	()	A.B.N / A.C.N	
Fax Number	()	Accounts E-mail	
Mobile Number		Sales/Promotion E-mail	
Contact Name		Preferred Correspondence Send Method	Email / Post
Length of Operation		<input type="checkbox"/> Pty Limited Company	<input type="checkbox"/> Partnership
Projected Spend	\$	<input type="checkbox"/> Trading name for a Pty Ltd Company	<input type="checkbox"/> Sole Trader

In case of Pty Limited company, please supply Names of Directors and registered office:

	of
	of
	of

BUSINESS & TRADE REFERENCES

BUSINESS REFERENCE

Bank: _____ Branch: _____ TEL #: ()

TRADE REFERENCES: Details to be supplied in full; fax numbers must be supplied where applicable. No mobile numbers will be accepted as valid contact details

1. Business name		Phone	()
E-mail		Fax*	()
2. Business name		Phone	()
E-mail		Fax*	()
3. Business name		Phone	()
E-mail		Fax*	()



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AGREEMENT

I/We _____ of _____ ('the Customer')

hereby apply for an account with Bio Packaging WA Pty Ltd (referred to in these terms and conditions as "the Company") and agree to accept your TRADING TERMS AND CONDITIONS. (Refer Overleaf)

By submitting this application, you authorise Bio Packaging WA Pty Ltd to make inquiries into the banking and business/tradereferences that you have supplied.

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

GUARANTEE FOR COMPANY – THIS SECTION MUST BE COMPLETED:

BY THIS DEED OF GUARANTEE

I/WE _____

of _____

and _____

of _____

acknowledge that _____ ('the Customer') has requested a Credit Account from **Bio Packaging WA Pty Ltd** and that **Bio Packaging WA Pty Ltd** has agreed to grant an account on certain terms and subject to this Guarantee being granted. I/We hereby guarantee jointly and severally to **Bio Packaging WA Pty Ltd** the due and punctual performance by the Customer of its obligations to **Bio Packaging WA Pty Ltd** and the due payment of all money and debts accruing to **Bio Packaging WA** by the Customer under the account.

SIGNED, SEALED and DELIVERED by the Guarantor(s): _____

In the presence of Witness: _____

(Name, Address & Signature) _____

TO COMPLETE ACCOUNT APPROVAL, PLEASE INITIAL TERMS & CONDITIONS ON PAGES 3 & 4 TO CONFIRM ACCEPTANCE



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Trading terms and conditions

PAYMENT

- Accounts are required to be paid from 14 days after invoice date.
- In the event that a cheque is not fully honoured upon presentation to the Customer's bank, the Customer will pay all charges incurred by the Company.

CREDITS RETURNS

- All goods shall be deemed to have been inspected and accepted by the Customer as being in accordance with order unless notification to the contrary is received in writing by the Company within 7 days of delivery.
- Any returns must firstly be approved by the Company.

SPECIAL BUY INS

Special Buy Ins are products sourced specifically or made specifically for the Customer. These products are not returnable once ordered. The Customer warrants that any logos, photographs or other material provided by the Customer in connection with Special Buy Ins do not infringe any rights of third parties and the Customer agrees to indemnify the Company from any claims, liability or expense relating to any breach of this warranty.

Where the Company stores Special Buy Ins on behalf of the Customer for purchase by the Customer over time and the Customer does not comply with the agreed timeframe(s) for purchase (up to a maximum of three (3) months) then at the Company's option any one or more of the following may apply:

- The Company is entitled to charge a storage fee for such Special Buy Ins;
- The Company may invoice the Customer for the whole (or any part) of the Special Buy Ins; and
- The Company may arrange for the Special Buy Ins to be destroyed or otherwise disposed of (or used) in the event that the Customer fails to pay for and collect or take delivery of the Special Buy Ins, and all costs so incurred shall be a debt due to the Company by the Customer.

TITLE TO GOODS

- Until the purchase price of all goods sold by the Company to the Customer and all other sums due by the Customer to the Company upon any account whatsoever have been paid in full by cleared funds:
 - a. all goods shall remain the property of the Company notwithstanding the delivery of the goods and the passing of risk to the Customer, and until payment in full the Customer has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation the Company owes to the Customer, the Customer must not claim any lien over the goods, the Customer will not create any interest in the goods in relation to any third party except as authorised by the Company and the Customer will not deliver them or any document of title to the Goods to any person except as directed by the Company;
 - b. the Customer shall retain all goods as the fiduciary agent and bailee of the Company. The Customer will hold all proceeds in trust for the Company;
 - c. Pending payment in full for the Goods, the Customer must not supply any of the Goods to any person outside of its ordinary or usual course of business, must not allow any person to have or acquire any security interest in the Goods and must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.
 - d. The Company may at any time repossess any goods if any payment owed by the Customer on any account is overdue or if the Company considers that the amount outstanding from the Customer on the general statement of account between them is in excess of the credit limit which the Company is willing to accord to the Customer;
 - e. For the purposes of repossessing any goods, the Customer authorises the Company, its employees or agents to enter upon any premises upon which the goods are located.
 - f. Notwithstanding the above, the Customer acknowledges that the Company has a security interest in the goods and in addition, in the proceeds of the goods, that constitute both a 'security interest' in the original goods and a 'purchase money security interest' in the proceeds of the Goods within the meaning of the *Personal Property Securities Act 2009* (the "PPSA")

Initials _____



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Trading terms and conditions (continued)

PERSONAL PROPERTIES SECURITIES ACT 2009

- The Customer hereby acknowledges that these terms and conditions constitute a security agreement which creates a security interest in favour of the Company in all goods previously supplied by the Company to the Customer (if any) and all after acquired goods supplied by the Company to the Customer (or for the Customer's account) to secure the Customer's payment obligations to the Company from time to time and at any time, including future advances. The Customer agrees to grant a "Purchase Money Security Interest" to the Company.
- The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these terms and conditions) to the Company and all goods previously supplied by the Company to the Customer (or for the Customer's account) and these terms apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.
- The Customer undertakes to:
 - a. sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 - b. not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Company;
 - c. pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these terms and conditions including executing subordination agreements;
 - d. be responsible for the full costs incurred by the Company (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
 - e. give the Company free and immediate access to its premises or places within its control to enable the Company to enforce its Security Interests; and
 - f. procure, immediately upon request by the Company from any persons considered by the Company to be relevant to its security position, such agreement and waivers as the Company may at any time require; and
 - g. the Customer waives any rights it may have under sections 115 of the PPSA upon enforcement.
- Pursuant to section 157 of the PPSA, the Customer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
- The Customer agrees that immediately on request by the Company the Customer will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.
- The Customer and the Company acknowledge and agree that sections 95, 96, 120, 121(4), 123, 125, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA do not apply to these terms and conditions or any enforcement actions under these terms and conditions.
- The Customer gives the Company a Security Interest in all of the Customer's present and after-acquired property in which Goods or materials supplied or financed by the Company have been attached or incorporated.

LIABILITY

- The Company hereby limits the amount of its liability in the case where the goods are not of a kind ordinarily acquired for personal, domestic or household use, at the Company's option, to any one or more of the following:
 1. the replacement of the goods or the supply of equivalent goods;
 2. the repair of the goods;
 3. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 4. the payment of the cost of having the goods repaired.
- Subject to the above, under no circumstances will the Company be liable for any loss or damage to persons or property of any nature as a result, direct or indirect, of any defect, deficiency or discrepancy in goods or materials sold or supplied by the Company. It is the Customer's sole responsibility to ensure that the goods supplied are sufficient and suitable for the purposes of the Customer. The Company's maximum aggregate liability in supplying the goods whether in contract or in negligence or any other tort or for any other common law or statutory cause of action is limited to the value of the goods less any amounts owing by the Customer to the Company at any time.

DELAY IN DELIVERY

- The Company shall not be liable for any delay in delivery of goods ordered or any unavailability of goods ordered.

Initials _____