



NorCab

Electrical Wholesale

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www.norcab.com.au
ABN 16 566 458 185

APPLICATION FOR CREDIT ACCOUNT

BUSINESS DETAILS

Full Name of Company/Business _____

Trading Name _____

Nature of Business _____

Trading Address _____ Postcode _____

Postal Address _____ Postcode _____

Telephone _____ Fax _____ Mobile _____

ABN: _____

Email Address: _____

Credit Limit Required: \$ _____

Principal Contact _____ Telephone _____ Fax _____

TRADE REFERENCES

Reference 1

Company Name: _____

Address: _____

Telephone No: _____ Fax Number: _____

Reference 2

Company Name: _____

Address: _____

Telephone No: _____ Fax Number: _____

Reference 3

Company Name: _____

Address: _____

Telephone No: _____ Fax Number: _____

Is owner of business: **SOLE TRADER** or **PARTNERSHIP** or **COMPANY** ?

If **SOLE TRADER** or **PARTNERSHIP**, please complete:

1) Registered Business name with Australian Securities Commission: _____

2) Owner's Name: _____

Private Address (current): _____

Previous Address (last 5 years): _____

Drivers Licence Number: _____ State: _____ Date of Birth: _____

3) Partner's Name: _____

Private Address (current): _____

Previous Address (last 5 years): _____

Drivers Licence Number: _____ State: _____ Date of Birth: _____

Annex details of any other partners at the end of this application.

If **COMPANY**, please complete.

1) ACN: _____

2) Directors Name: _____

Private Address (current): _____

Previous Address (last 5 years): _____

Drivers Licence Number: _____ State: _____ Date of Birth: _____

3) Directors Name: _____

Private Address (current): _____

Previous Address (last 5 years): _____

Drivers Licence Number: _____ State: _____ Date of Birth: _____

Annex details of any other partners at the end of this application.

1) Are or have any of the owners, directors or shareholders been involved in other business? **YES / NO**

If **YES** state the names of these businesses and the owner, director, shareholder concerned.

Business Name: _____ **Owner / Director / Shareholder**

Business Name: _____ **Owner / Director / Shareholder**

Business Name: _____ **Owner / Director / Shareholder**

If **YES**, have any of those businesses been placed in liquidation or receivership? **YES / NO**

If **YES**, state which companies or businesses: _____

Have any of the owners, directors or shareholders been previously declared bankrupt or had their financial affairs administered under the bankruptcy act? **YES / NO**

If **YES** state the owners, directors or shareholders concerned: _____

2) Name of Accountant to the business: _____

Address of the Accountant: _____ Telephone: _____

Signed on behalf of the customer by:

I agree to the terms & conditions as specified on page 3.

Name (print): _____ Signed: _____ Date: _____

Name (print): _____ Signed: _____ Date: _____

Name (print): _____ Signed: _____ Date: _____

Witnessed (print): _____ Signed: _____ Date: _____

TRADING TERMS & CONDITIONS

1. The applicant is not entitled to any credit for the supply of Goods until NorCab Pty Ltd notifies the Applicant that this Application is approved despite any time for payment which NorCab Pty Ltd grants to the Applicant.
2. If this application is approved NorCab Pty Ltd will notify the Applicant of the Credit Limit and any conditions of approval and these terms and conditions then apply. Any conditions of approval are deemed incorporated in these terms and conditions.
3. The Applicant must pay for all Goods supplied on or before the Due Date despite the date on which the Applicant received any invoice or statement in respect of the goods or any dispute in respect of the goods. Each payment must be made in cash or by cheque or in any other way NorCab Pty Ltd approves from time to time.
4. Goods which are supplied are due as per NorCab Pty Ltd's credit terms of 30 days nett.
5. The debit balance of the Account must not at any time exceed the credit limit.
6. All quotations are liable to change until acceptance of an order and void after 30 days unless extended in writing. Typographical & Clerical errors are subject to correction.
7. Interest accrues on a monthly basis on the balance of overdue Moneys at the Rate of 1.5% and NorCab Pty Ltd may apply payments in satisfaction of interest first and then to the balance of overdue Moneys.
8. A default event occurs if:
 - a) The Applicant commits an act of bankruptcy or is declared bankrupt;
 - b) A petition for the Applicant's winding up is filed or the Applicant is wound up;
 - c) The Applicant is placed in receivership or voluntary administration;
 - d) The Applicant enters into any arrangement, composition or compromise (formal or informal) with creditors;
 - e) A cheque for the payment of Moneys is dishonoured;
 - f) Moneys are unpaid after the due date of payment;
 - g) The Applicant is otherwise in breach of these terms and conditions; or

- h) The Applicant ceases to trade or carry on business in the usual manner.
9. If a default Event occurs:
- a) NorCab Pty Ltd may terminate the supply of Goods on credit;
 - b) All Moneys in respect of Goods become immediately due and payable; and
 - c) NorCab Pty Ltd may exercise its rights under clause 11 (b).
10. NorCab Pty Ltd may from time to time require further security as a condition of continuing the supply of Goods on credit. For the purposes of this clause "security" includes a guarantee and indemnity, mortgage or charge granted by any person nominated by NorCab Pty Ltd.
11. Until all Moneys are paid or satisfied in full:
- a) The ownership of the Goods remains at all times with NorCab Pty Ltd;
 - b) If a Default Event occurs, NorCab Pty Ltd may:
 - I. Retake possession of the Goods and sell them; or
 - II. If it notifies the Applicant that Moneys in respect of the Goods are recoverable as a debt, sue for those Moneys.
12. Despite Clause 9 risk passes to the Applicant on delivery of goods.
13. The Applicant must no alter than 14 days prior to any proposed change of either ownership, shareholding, effective control or of directors of the Applicant notify NorCab Pty Ltd of the proposed change.
14. All reasonable costs, expenses and disbursements incurred by NorCab Pty Ltd (including debt collection agency fees and legal costs) arising from or incidental to NorCab Pty Ltd exercising a right under these terms and conditions or from a Default Event, are payable by the Applicant upon demand.
15. The Applicant must indemnify NorCab Pty Ltd on demand against any loss, damage, cost, expense, or liability which NorCab Pty Ltd incurs because an entity (with or without NorCab Pty Ltd's knowledge) uses credit available to the applicant under these terms and conditions with the Applicant's authority or consent.
15. These terms and conditions and any conditions of approval of the Application:
- a) May only be varied in writing signed on behalf of the Applicant and NorCab Pty Ltd; and
 - b) Prevail to the extent of any inconsistency with other terms and conditions relating to the supply of Goods.
16. Any notice, demand, consent, approval or other communication from one party to the other must be in writing and may be sent to:
- a) NorCab Pty Ltd, at 36 Yale Drive, Epping, Victoria, 3075
 - b) The Applicant, at its Business Address, Facsimile No or Email address mentioned in this application.
17. Claims relating to the order or purchase of Goods must be raised within 7 working days of receipt of delivery.
18. Credit Information Check
1. Agreement that NorCab Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)
If NorCab Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to NorCab Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by NorCab Pty Ltd.
 2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)
I/we agree to NorCab Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for NorCab Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to NorCab Pty Ltd.
 3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K(1)(h), Privacy Act 1988)
I/we agree that NorCab Pty Ltd may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collection overdue payments relating to commercial credit owed by me/us.

Definitions

"Account" means each account of the Applicant with NorCab Pty Ltd for moneys owing in relation to the supply of Goods;

"Application" means the application in which these terms and conditions are incorporated;

"Credit Limit" means the credit limit notified by NorCab Pty Ltd to the Applicant on acceptance of the Application as varied from time to time;

"Default Event" means an event specified as a Default Event in Clause 8

"Goods" means goods and services supplied or to be supplied by NorCab Pty Ltd to the Applicant

"Moneys" means all moneys now or in the future actually or contingently owing by the Applicant to NorCab Pty Ltd on any account and included any part of those moneys;

"If the Applicant is more than one person "Applicant" means those persons collectively and each of them individually and the obligations and liabilities on the part of the Applicant in these terms and conditions binds all of the jointly and each of them severally.