

## CREDIT APPLICATION

A.B.N. 40-095-334-526

THIS APPLICATION IS FOR CREDIT ACCOUNT TO BE PROVIDED BY ALLEGRO GATE AUTOMATION PTY. LTD AND THE APPLICANT WHOSE DETAILS APPEAR BELOW.

### Business Details

The Applicant(s) Business Name: \_\_\_\_\_

Registered Company Name (if applicable): \_\_\_\_\_

A.B.N.: \_\_\_\_\_

Business Trade As name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

State: \_\_\_\_\_

Post Code: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

State: \_\_\_\_\_

Post Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

### Corporate Structure

(tick appropriate)

Proprietary Company  Public Company  Incorporated Body  Trustee  Sole Trader  Partnership

### Applicants Financial Details

Business Premises:  Owned  Leased

Date Business Commenced: \_\_\_\_/\_\_\_\_/\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

### Credit Account Details

Type of Account:  Credit  COD

Monthly Credit Applied For: \$ \_\_\_\_\_

Terms:  7 day (from invoice)  30 day (from EOM)  Other

### Credit Card Details:

Card Type:  American Express  MasterCard  Visa

Card No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ exp: \_\_\_\_/\_\_\_\_ C.v.v No.: \_\_\_\_\_

#### Disclaimer:

I hereby provide and authorise the use of my credit card details (noted above) to ALLEGRO GATE AUTOMATION PTY. LTD. for the purpose of processing COD/Prepaid orders and to keep record of these details for future use. I also understand and accept that as of the 1st of July 2013, a surcharge of 3% incl. GST will be incurred for the use of a credit card in paying any amounts that have been held on account. This charge does not apply to prepaid or COD orders.

Signed: \_\_\_\_\_ Full Name on Card (print): \_\_\_\_\_

### Trade/Business References

The Applicant must be a **credit** customer of these referees and must supply all details.

Company Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

1. \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

2. \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

3. \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

\*All Trade references requested or supplied must be done in writing via fax. If details of Trade references are omitted, Credit may be conditional or even refused.

### Proprietors/Owners

Name(1): \_\_\_\_\_

Date of Birth(1): \_\_\_\_\_

Address(1): \_\_\_\_\_

Drivers Licence No.(1): \_\_\_\_\_

Name(2): \_\_\_\_\_

Date of Birth(2): \_\_\_\_\_

Address(2): \_\_\_\_\_

Drivers Licence No.(2): \_\_\_\_\_

**CREDIT APPLICATION**  
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1. Allegro Gate automation Pty. Ltd. may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/you credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act
2. The applicant(s) must inform Allegro Gate automation Pty. Ltd. in writing within seven (7) days of any change of his/her their business details or corporate structure.
3. Allegro Gate automation Pty. Ltd. reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between Allegro Gate automation Pty. Ltd. and the Applicant shall be deemed to have been entered into in the State of WA and shall be construed according to the laws of the State of WA.
5. Allegro Gate automation Pty. Ltd. reserves the following rights in relation to any goods provided to the applicant by Imaging Solutions, until all accounts owed by the applicant to Imaging Solutions are fully paid:
  - a). legal ownership of the goods;
  - b). to enter the Applicant(s) premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
  - c). to keep or resell any goods repossessed pursuant to (2) above;If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represent the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the credit Provider and shall pay such amount to Allegro Gate automation Pty. Ltd. upon request. Notwithstanding the provisions above Allegro Gate automation Pty. Ltd. shall be entitled to maintain an action against the applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.
6. I/We acknowledge that if the account is overdue, Allegro Gate automation Pty. Ltd. at its discretion, reserves the right to refer the account to a Mercantile Agency for collection and I/We agree to be responsible to meet all reasonable costs & commissions incurred in employing the said mercantile agent to collect the overdue account.
7. I/We acknowledge and agree that the terms of payment are STRICTLY NETT CASH 30 days from the end of the month in which the goods were purchased, and in the event the account becomes overdue, Allegro Gate automation Pty. Ltd. reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983 and/or place your account on HOLD credit as of the first day after the due date of invoices if the amounts remain outstanding.
8. Allegro Gate automation Pty Ltd reserves the right to request that the applicant(s) update their credit application information every three (3) years and as a result some changes may be made to the details of your credit account. Refusal may also result in credit withdrawal.
9. Allegro Gate automation Pty. Ltd. will provide a monthly statement to all customers that hold a credit account with the Company and have a balance owing on the account  
It is the Applicants responsibility to use this statement to reconcile their account and to notify the Accounts Department of Allegro Gate automation Pty. Ltd. of any variances with the documents or contents within.



**Accounts/Credit Department:**  
 122 Croyden Rd. ROLEYSTONE W.A. 6111  
 allegrou@hotmai.com Tel: 1300-980-679

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I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Full Name (print): \_\_\_\_\_ Full Name (print): \_\_\_\_\_  
 Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**GUARANTEE** (To be completed where applicant is a company)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for the credit herein, hereby agree, by the execution of this application on behalf of the customer, to guarantee to Allegro Gate automation Pty. Ltd. the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/We shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms and conditions of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and leasehold in land which I/We now have or during the currency of this agreement may acquire.

DATED the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNED SEALED AND DELIVERED**

by the said:

\_\_\_\_\_ (printed name of Guarantor1) \_\_\_\_\_ (signature of Guarantor1)

in the presence of:

\_\_\_\_\_ (printed name of witness1) \_\_\_\_\_ (printed name of witness1)

by the said:

\_\_\_\_\_ (printed name of Guarantor2) \_\_\_\_\_ (signature of Guarantor2)

in the presence of:

\_\_\_\_\_ (printed name of witness2) \_\_\_\_\_ (printed name of witness2)

**IMPORTANT: Please sign each page with your initial sign**

## **Allegro Gate Automation Pty. Ltd. - Terms of Trade**

Unless expressly waived or varied by Allegro Gate Automation Pty. Ltd. , hereafter Allegro, in writing, the following terms and conditions and warranties where applicable, shall be deemed to be expressly included in all sales contracts and agreements for sale of goods entered into by Allegro with any customer operating a credit account with Allegro.

### **PRICE**

- 1.1 Allegro's prices are subject to variation at any time prior to the written acceptance by the customer of a quoted sales price. Where a quotation is expressed to be valid for a fixed period of time, Allegro reserves the right to refuse to accept any orders based on such quotation received by Allegro after the time specified in the quotation.
- 1.2 GST or other taxes are not included in the prices quoted unless otherwise stated. Where applicable, GST will be charged.
- 1.3 Prices quoted exclude freight and insurance. All goods are sold ex-Allegro warehouse in your state

### **ACCEPTANCE OF QUOTATION**

- 2.1 Acceptance of a quotation must be made in writing. If the terms and conditions of the acceptance differ in any way from the terms and conditions specified in our quotation, then such acceptance shall be deemed to constitute a counter offer only and shall only bind Allegro should the counter offer be expressly accepted by Allegro in writing.

### **VARIATIONS**

- 3.1 Any variations to specifications required by the purchaser following the acceptance by Allegro of an order for goods may result in additional charges being imposed by Allegro to the customer.

### **ORDERS**

- 4.1 All orders, excepting cash sales, shall be made in writing on the customer's standard order form or letterhead and posted, handed to, E-Mailed to, or faxed to, the Allegro sales representatives

### **DELIVERY**

- 6.1 Allegro will not be responsible for any losses or damages resulting from any delay in delivery occasioned as a result of strikes, shipping delays, lock-outs, late delivery of parts, acts of God or any other cause or causes beyond Allegro's control.

### **LEGAL TITLE AND RISK**

- 7.1 Ownership and title to the products shall remain with Allegro, until Allegro has been paid all amounts due under the contract in question and the customer agrees with Allegro to keep the products as fiduciary for Allegro and the customer shall store the products in a manner that clearly shows the ownership of Allegro. The customer shall also give Allegro every assistance in taking any measures required to protect Allegro's right of property in the products or such other right in respect thereof as the law of the country in which the products are situated permits Allegro to retain.
- 7.2 Notwithstanding anything contained in this clause, if the customer shall sell, agree to sell or otherwise dispose of any of the products supplied by Allegro hereunder in the ordinary course of its business, then the property in and the right to quiet possession of each such product shall pass to the Purchaser of the product at the time and in the manner provided in or contemplated by the contract agreement or understanding by which the products were sold, agreed to be sold or otherwise disposed of by the Customer.

### **ALL WARRANTIES**

- 8.1 The liability of Allegro in respect of goods sold other than any liability imposed by law, shall be limited to either the repair or replacement of the goods with equivalent goods, whichever in Allegro's absolute discretion is the most appropriate.
- 8.2 Allegro accepts no responsibility where Allegro products are incorporated in assemblies comprising goods not manufactured by Allegro for any faults or performance problems due to defects in the non-Allegro components.
- 8.3 The amount of damages or compensation payable by Allegro in respect of any cause of action at law or in equity in relation to goods sold by Allegro to the purchaser shall be limited to the value of the goods sold to the purchasers.
- 8.4 The purchaser shall indemnify Allegro against any liability at law or in equity to any third part in respect of goods sold by Allegro to the purchaser and on-sold by the purchaser to third party.

### **CLAIMS, RETURNS AND ALLOWANCES**

- 9.1 Any claim in respect of goods sold by Allegro must be received by Allegro in writing within seven (7) days from the day on which the goods were dispatched, with the exception of claims for non- delivery, which must be received by Allegro in writing within fourteen (14) days from the date of the relevant invoice. All claims must set out relevant invoice numbers and delivery dates.
- 9.2 All freight charges in relation to any goods sold or returned shall be met by the purchaser.
- 9.3 A restocking fee of 10% shall apply to any goods returned to Allegro. A non-cashable credit to the value of 90% of the purchase price of the items returned shall be applied to the account of the company returning the goods once they have arrived at our head office and the goods are found to be in merchantable condition.

### **PAYMENT**

- 10.1 All invoices are to be settled in full within thirty (30) days from the last day of the month in which the invoice is raised. Allegro reserves the right to refuse to supply further goods to any customer who fails to settle an invoice within thirty days of the month in which the goods were invoiced. Interest will be charged on overdue accounts at the interest rate of two per cent per month or part thereof.

### **GST**

- 11.1 GST will be charged where applicable at rates determined by the Australian Taxation Office unless the goods sold are directly exported by Allegro to a customer in a foreign country.

### **DISPUTES**

- 12.1 Any dispute arising out of or connection with any sales subject to these terms of trade shall be governed by the laws of Western Australia and the forum for the determination of any such dispute shall be a court of competent jurisdiction in Perth.