



# Credit Application Form (AU)

Legal Name \_\_\_\_\_

Trading As \_\_\_\_\_

Postal Address \_\_\_\_\_ Street Add \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No \_\_\_\_\_ ABN \_\_\_\_\_

Accounts Name \_\_\_\_\_ Phone No \_\_\_\_\_

Accounts Email Address \_\_\_\_\_

Order Number Required **Yes** **No** (please circle)

Email Address for Invoices \_\_\_\_\_

Email Address for Statements \_\_\_\_\_

If you are a side curtain customer, what is best email address for certification expiry reminders? \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Credit Reference \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Credit Reference \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Credit Reference \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

I confirm the details above are correct and accept the term & conditions of credit (see next page), which I have read and understood.

I am authorised to sign credit application forms on the behalf of the company or person named above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_



## Terms & Conditions of Credit

This credit agreement is between Straitline Canvas Ltd. (also 'Straitline', 'Straitline Canvas', 'we', 'our', or 'us') and the company or person named on the tax invoice, or any person acting as a representative of that company or person (also 'the customer', 'you', or 'your'). This agreement is subject to the following terms and conditions:

### General Terms

1. You are considered to have a credit account with us if we have received a signed credit application form from you and if we have notified you, in writing, that the account is open. If any of these requirements are not met, you will remain a cash customer.
2. All invoices must be paid on or before the 20<sup>th</sup> of the month following the invoice date.
3. Overdue invoices may incur interest at our discretion, payable by the customer. Invoices remaining unpaid are liable to debt recovery procedures at our discretion.
4. The customer is liable for debt recovery fees, legal fees and any other fees arising from the collection of overdue invoices.
5. We reserve the right to suspend or cancel credit accounts. Once cancelled, all outstanding amounts will become payable immediately. We will notify you if we cancel your credit account.
6. We reserve the right to set a credit limit for each customer account. This credit limit will be reviewed periodically and adjusted as we deem necessary. We may allow or refuse credit on sales outside this credit limit.
7. It is your responsibility to inform us of any changes in your contact details.
8. You must inform us if you appoint, intend to appoint, or become aware of any step to appoint a liquidator, administrator, or receiver.
9. In any liability claim for damage or loss from faulty workmanship, or consequential loss or damage from anything our staff have done (or have not done) or any damage or situation our product has caused, or any other liability claim (whether damage or loss by you or a third party), our liability shall be limited in all circumstances to the value of the contract entered.
10. If any part of this agreement becomes unenforceable for any reason, the agreement shall remain in full force except for the unenforceable part, which will be deemed deleted.
11. Force majeure: In the event that either party shall be delayed or prevented from carrying out all or any of its obligations and liabilities under this agreement as a result of any cause beyond its control including, but in no way limited to strikes, storm, fire or accident, it shall be relieved of all obligations and liabilities incurred under this agreement insofar and so long as the performance of such obligation is thereby prevented, frustrated, or impeded.
12. This agreement will be governed by and construed in accordance with the laws of Australia and the parties submit to the exclusive jurisdiction of the Courts of Australia.
13. We may change these terms at any time, without notice. The current version of our terms can be found on our website at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).

### Retention of Title & Risk

1. Title to all goods supplied by Straitline Canvas ("Goods") remains vested in Straitline Canvas and does not pass to the customer until Straitline Canvas has received full and cleared payment of:
  - a. the price of the Goods; and
  - b. all other monies owing by the customer to Straitline Canvas on any account.
2. Risk in the Goods shall pass to the customer upon delivery, installation, or collection (whichever occurs first), notwithstanding that title has not passed.
3. Until title passes, the customer holds the Goods as bailee for Straitline Canvas and must:
  - a. keep the Goods separate and identifiable as the property of Straitline Canvas where practicable;
  - b. store the Goods so they are readily identifiable and protected from loss or damage; and
  - c. not sell, pledge, charge, or grant any security interest in the Goods except as permitted under this clause.
4. Until title passes, the customer must insure the Goods for their full replacement value against loss or damage and, where reasonably practicable, note Straitline Canvas' interest under the policy.
5. If the customer resells, uses, or incorporates the Goods into other goods before payment in full:
  - a. the resale is deemed to occur as fiduciary agent for Straitline Canvas;
  - b. the customer assigns to Straitline Canvas all rights to the proceeds of any such resale; and



- c. where Goods are mixed, commingled, or transformed, Straitline Canvas retains a security interest in any resulting goods to the extent of the value of the Goods supplied.
6. The customer acknowledges that this agreement creates a security interest in favour of Straitline Canvas under the Personal Property Securities Act 2009 (Cth). The security interest is a purchase money security interest (PMSI) to the extent permitted by the PPSA.
7. The customer agrees to do all things reasonably required by Straitline Canvas to enable it to:
  - a. register, perfect, amend, or maintain its security interest on the Personal Property Securities Register (PPSR); and
  - b. obtain and preserve its PMSI priority.
8. If the customer defaults in payment or becomes insolvent, Straitline Canvas may, to the extent permitted by law:
  - a. enter the customer's premises to recover possession of the Goods; and
  - b. exercise any other enforcement rights available under the PPSA.
9. To the maximum extent permitted by the PPSA, the customer waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

### Terms of Sale, Hire & Quotation

1. These Terms & Conditions of Credit apply to all sales made to customers who have a credit account. If a customer does not meet the definition of a credit account customer (see General Terms clause 1), these terms do not apply and the sale will be subject to our Terms & Conditions of Sale only.
2. Our Terms & Conditions of Sale apply to all sales, including sales made under this credit agreement (terms available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms)).
3. Our Terms & Conditions of Hire apply to all hires, including hires made under this credit agreement (terms available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms)).
4. Our Terms & Conditions of Quotation apply to all quotes, including quotes provided under this credit agreement (terms available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms)).
5. If there is a conflict between our Terms & Conditions of Sale and our Terms & Conditions of Credit, the Terms & Conditions of Credit will apply.

### Pricing

1. Unless otherwise stated, all prices invoiced and quoted are exclusive of GST and freight.
2. Standard stock prices are subject to change at any time without notice.
3. Prices for customer-specific products will be regularly reviewed and adjusted, based on changes in costs and/or inflation. We will notify you of price changes for products specific to you before manufacture. 'Specific to you' means a product has been specifically designed for you and is exclusively sold to you.
4. All intellectual property, including drawings, plans, patterns, designs, etc. created by Straitline Canvas in providing goods and services to you, shall be the exclusive property and copyright of Straitline Canvas, unless otherwise agreed to in writing.

### Privacy

1. We respect your right to privacy. Our full privacy policy is available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).
2. We may take pictures of a completed/installed product, either at our site, at a professional studio, or at your site. We will use these pictures to promote the product (online, via social media, or in promotional material). If we intend to take pictures, we will endeavour to discuss this with you. You may opt out of clause 2 by notifying us in writing, or you may request anonymity.