

TRADE ACCOUNT APPLICATION

Trading Name:.....ABN:.....
 Manager/Contact Person:.....Mobile:.....
 Mailing Address:.....Post Code:.....
 How long trading in Business.....Premises Ph
 Address of Premises.....Premises Fax No.....
 E-mail addressInvoices: ☐ Emailed ☐ Posted
 Credit amount requested (terms 21 days after month end).....QBCC License No.....
 (Please write CASH ACCOUNT in trading terms if COD terms are to be provided. Please complete Pages 1, 2, 3)

OWNER INFORMATION - Tick whether: **Sole Trader () Partnership () Company ()**
 Sole Traders or Partnerships complete Section A. Companies to complete Section B.

SECTION A: Name, address and phone number

1:.....
 2:.....
 3:.....

SECTION B:

Company Name:.....A C N:.....

Failure to complete the Directors Guarantee and / or Credit Card Authority form will result in a maximum credit limit of \$500.00 being applied to the account

CREDIT REFERENCES: (Minimum of 3 required)

1:.....Phone:.....Account Opened.....
 2:.....Phone:.....Account Opened.....
 3:.....Phone:.....Account Opened.....
 Bankers:.....Branch:.....

I EXPRESSLY AUTHORISES THE SUPPLIER TO CONTACT ANY OF THE CREDIT REFERENCES ABOVE CONCERNING THIS APPLICATION.

I/We the undersigned confirm our understanding and acceptance in full of Tesco Investments Pty Ltd at the Spaulding Family Trust terms and conditions of sale as detailed overleaf. Further it is agreed that for all purchases payment will be forwarded to reach the seller not later than 21st day of the month following the month of purchase. It is also agreed that in the event of payment not being made by the due date, the seller may at its discretion claim interest equivalent to the bank overdraft rate as quoted by Westpac Banking Corporation, as at the due date, computed from the due date until payment is received. Tesco Investments Pty Ltd will be entitled to strictly enforce the terms of trade notwithstanding that it may from time to time grant time or other indulgence to the customer.

WE DO HEREBY WARRANT THE ACCURACY OF THE INFORMATION SUPPLIED TO YOU IN THIS TRADING AGREEMENT.

DATED THE.....DAY OF.....20.....

SIGNED:.....PRINT NAME:.....

SIGNED:.....PRINT NAME:.....

WITNESS:.....PRINT NAME:.....

PLEASE PROVIDE A COPY OF YOUR DRIVERS LICENSE OR PHOTO ID WITH THIS APPLICATION

CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 "Seller" or "The Company" shall mean and include **Tesco investments Pty. Ltd. (A.C.N. 078 132 199) atf the Spaulding Family Trust**, its employees and agents and all related entities.
- 1.2 "Buyer" or "The Client" shall mean and include the person named herein and any servant, agent, partner, contractor or employee of that person and in the case of two or more persons shall refer to each of them jointly and severally.
- 1.3 Any notice in writing required to be given under any agreement with the Company shall be deemed to be duly given if posted to the last known address of the addressee by prepaid post.

2 GENERAL

- 2.1 All good and or services provided will be subject to these Conditions of Sale unless expressly agreed to in writing by **Tesco Investments Pty. Ltd. (A.C.N. 078 132 199)**
- 2.2 The seller may accept or decline, in whole or in part, any Order. Acceptance may be verbal or in writing, or by the seller delivering or making the goods/services available for collection.
- 2.3 The Buyer waives any terms and conditions of purchase which are inconsistent with the Terms and Conditions herewith.
- 2.4 The Buyer agrees that all contracts made with Seller shall be deemed to be made in the State or Territory in Australia which the delivery or collection of the goods takes effect and the Buyer agrees to submit to the jurisdiction of the appropriate Court in that State or Territory.
- 2.5 Any variation or cancellation of order must be approved in writing by the Seller.
- 2.6 It is the buyers responsibility to notify the seller in writing of any changes to contact/address or company details. Should the buyer have any current Contracting QBSA/QBCC license revoked or suspended it must notify the seller in writing.
- 2.7 The buyer agrees to pay annual administration fees to the value of .001% of the account credit limit requested. These annual fees and charges are charged to the account and subject to all other terms & conditions of sale. These 'fees' are costs incurred to maintain and perform initial and annual checks & monitoring on the account. COD accounts will not incur annual fees.
- 2.8 The laws of Australia govern these terms and conditions. By accessing the seller's website and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

3 PRICING & ORDERS

- 3.1 All sales are made at the Seller's ruling price at time of delivery, unless other wise agreed in writing. Pricing is subject to change without notice. Any price lists or quotations issued are done such that all errors and omissions are excepted.
- 3.2 Price rises occur regularly and it is the buyers responsibility to check and confirm pricing prior to ordering. The seller will make all reasonable effort to notify the buyer of price rises, verbally or in writing with as much notice as possible.
- 3.3 Unless otherwise agreed in writing the amount payable for goods and services will be the price on the sellers invoice plus any duties, fees, taxes (including GST), delivery charges and levies charged or imposed on or in respect to a sale contract, plus any amount that reflects any increase in exchange rates.
- 3.4 All prices quoted are in Australian Dollars (AUD). Any payment made in foreign currency will incur fees, charges and variances in exchange rates such that the sellers invoice is satisfied in full.
- 3.5 Special orders may incur additional charges including, but not limited to, supplier surcharges, additional delivery charges, storage fees, deposit and or security for such orders. Any products ordered in as a special or custom made order will be invoiced out within 30 days from the end of the month in which they were received and customer notified of their arrival. Any goods left at PMC a PMC warehouse after this time will incur a storage and handling fee. This fee is charged out at \$25 per week for every 1.2m x 1.2m x 1.2m pallet space occupied.

4 LIABILITY

- 4.1 The seller shall not be liable for any claim, loss or expense whatsoever or howsoever arising which is made after the expiration of seven days from the date of delivery.
- 4.2 The Seller will not be subject to any liability which exceeds the replacement value of the subject goods. The Seller will not be liable for any contingent consequential or punitive damages arising in any way whatsoever. The Buyer acknowledges this express limitation of liability and agrees to limit any claim accordingly.
- 4.3 The Seller shall not be liable for any claim, loss or expense sustained or incurred by any person arising in any way as a result of the unavailability of goods or any delay in delivery of the goods or any part thereof or any failure to deliver the goods or part thereof.
- 4.4 PMC make no representation or guarantee around the suitability, quality or performance of products advertised or mentioned on the website, social media, invoices, quotations or other correspondence. Any information provided is obtained directly from the manufacturer and provided in good faith without any liability or responsibility on the part of the seller. The Buyer acknowledges that it has not relied upon or been induced by any representation by the Seller and has carried out independent research to satisfy its own knowledge, that the products are indeed fit for purpose and meet all the relevant regulatory requirements for their state or territory.

5 PAYMENT

- 5.1 Unless otherwise agreed in writing, the Buyer shall make payment such that it is received by the Seller by the 21st day of the month after the month of purchase. Any nominated credit card will be charged for the entire previous month's purchases. If the credit card transaction is not approved the Buyer shall make payment such that it is received by the Seller no later than 7 days following the declined transaction.
- 5.2 If payment is not made in accordance with the above terms, the Seller shall be entitled to:
 - cease supply of further products or
 - require the payment of cash upon delivery of any further products;
 - Immediately re-possess any goods to which the title has not passed;
 - Enforce any security it holds over the land or personal property of the buyer;
 - Vary these sale terms and or the credit terms;
 - Charge default interest to the buyer at the rate prescribed from time to time in the penalty Interest Rates Act 1983 (Vic). If that act is not applicable or allowed by law the rate from the equivalent act applicable in that state or territory including, but not limited to, Section 58 of the Civil Proceedings Act 2011 (Qld). Such interest will be computed from the due date of payment;
 - Charge for any recovery costs including (but not limited to) administrative time, postage, credit consultancy fees, credit reference checks, title searches, solicitors fees, court & filing fees, and any other debt-recovery related fees incurred in the recovery or attempted recovery of the overdue account.
- 5.3 These Terms and Conditions of Sale may be the subject of any variation or alteration by notice in writing to the Buyer by the Seller. Such variation or alteration will apply as and from the date the notice is given or any other date nominated by the Seller whichever should occur later.

6 PROPERTY AND RISK

- 6.1 Property and Title in any goods supplied will remain with the Seller until such time as all monies owing to the Seller have been paid in full
- 6.2 The risk in the goods will transfer to the Buyer upon delivery to the Buyer or his agent or a carrier nominated by the Buyer.
- 6.3 The Buyer may affect sale of the goods or part thereof in the usual course of business upon the following conditions:
 - that the Buyer holds all proceeds of sale relating to the Seller's goods on trust for the Seller.
 - that the Buyer agrees (if required) to assign to the Seller any rights to any outstanding moneys relating to the sale or disposal of the Seller's goods.
- 6.4 If the Seller's written demand for payment is unsatisfied for a period of seven (7) days from the date of the demand, the Seller shall be entitled to enter the premises owned or occupied by the Buyer to recover any goods which are the property of the Seller and which the Seller reasonably believes to be on such premises.

INITIAL:.....

7 DELIVERY

- 7.1 The Suppliers responsibility for delivery ceases at the curbside or street frontage of directed job address. If it is necessary for the vehicle to cross the footpath, or to enter upon private property in the course of effecting delivery, the purchaser will provide safe, adequate access and notwithstanding, will pay for all damage to any public or private property and every injury or wrong which may result.
- 7.2 Where for any reason the time necessarily spent by the Seller in attempting to or effecting delivery exceeds 30 minutes the Buyer agrees to pay all costs and expenses of the Seller thereby incurred.
- 7.3 The Buyer shall be responsible for any damage whatsoever or howsoever caused in the course of delivery and shall indemnify the Seller in relation to every claim whatsoever which arises in relation thereto.
- 7.4 The Buyer authorises the Seller to subcontract delivery in its absolute discretion.
- 7.5 The Seller may unilaterally delay or suspend any delivery for any period or cancel any agreement for sale without any liability whatsoever.
- 7.6 The buyer must provide a suitable and safe area at the delivery site to unload the goods and ensure that its use conforms to occupational health and safety legislation.
- 7.7 If the delivery site is unattended, the seller or its contractors may deposit the goods at the delivery site or retain the goods if delivery is deemed to be inappropriate. The signature of the deliverer or driver on the delivery docket will be conclusive evidence that the goods were delivered. The buyer will indemnify and hold the seller harmless for any loss or damage caused by the depositing of goods at an unattended delivery site.
- 7.8 To the extent permissible by law the seller will not be liable to the buyer or its employees or agents for any property damage or personal injury arising from any loading, unloading or delivery of goods.
- 7.9 Standard delivery is to the ground floor, carport, patio, garage (or similar) or loading bay. Non-standard deliveries include pass-ups, crane lifts, all terrain lifts, long distance (>20m) walk-ins or multiple delivery locations. The buyer must pay all costs and fees resulting from any or all of the following: a) any delay in delivery, b) unexpected labour costs c) delivery site conditions resulting in additional costs d) any other extraordinary costs of transporting or delivering the goods including load or wide loads.

8 RETURNS & CREDITS

- 8.1 Goods will only be accepted for return if authorised by a representative of the Seller prior to the return, is undamaged and is in saleable condition, and is subject to Tesco Investments Pty Ltd usual "Returns" policy.
- 8.2 Any invoices issued to the seller from the Buyer for rectification work or other works performed will be paid in the form of a credit on the account.
- 8.3 Credits will be issued for any overpayment of an account. The seller reserves the right to retain overpayments and excess credits until 21 days after the end of the month in which the buyer is still in credit. At that time all credits will be processed before funds are returned to the buyer.
- 8.4 Returns on product can incur a re-stocking and admin fee of up to 20% of the original invoice value.
- 8.5 No credits or returns will be approved on 'special' order product.

9 TERMINATION

- 9.1 The seller may terminate this agreement and refuse to provide future credit If the Buyer:
- a) fails to comply with any of these conditions or
 - b) being an individual commits any act of bankruptcy, or corporation passes a resolution for winding up or liquidation or
 - c) enters into any composition or arrangement with creditors or if a receiver or manager or administrator is appointed for any property or assets or
 - d) becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, the Seller may, in addition to exercising any of its rights against the Buyer, suspend any further deliveries and immediately recover possession of any products not paid for in full and sell them.
- 9.2 The buyer or the seller may terminate this agreement in writing providing either party Thirty (30) days written notice. This agreement shall remain in force until all monies are received and the seller deems the account to be paid in full.

10 FORCE MAJEURE

- 10.1 Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

11 CONFIDENTIALITY

- 11.1 Client information is regarded as confidential and therefore will not be divulged to any third party, other than our supplier(s) and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. We will not sell, share, or rent your personal information to any third party. Your email address listed will be included in our email database for informational/promotional emails however you may opt out at any time. Any emails sent by this Company will only be in connection with the provision of services and products and/or information regarding those services and products.

12 AVAILABILITY

- 12.1 Unless otherwise stated, the products & services offered by the seller or featured on the website are only available within Australia, or in relation to postings from Australia. All advertising is intended solely for the Australian market. You are solely responsible for evaluating the fitness for a particular product or service available through technical documentation readily available on the manufacturer's website. Redistribution or republication of any part of this document or documents available on the seller's website or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the information or services from their website will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

13 EXCLUSIONS AND LIMITATIONS

- 13.1 The information on the sellers web site or provided by representatives in either printed or electronic format is provided on an "as is" basis. To the fullest extent permitted by law, this Company:
- excludes all representations and warranties relating to the sellers website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
 - excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 13.2 In providing the services of material/quantity estimates we provide an estimate only and will not be held liable for any losses relating to supply or use of those estimates.
- 13.3 Our on line Ordering services are provided for the convenience of our customers (current and potential). We will not be liable for any loss (directly or indirectly) in connection with the use of this facility. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

INITIAL:.....

PAYMENT OPTIONS

Please choose your preferred method of payment, this will help our staff assign the correct pricing to your account and process your payments more efficiently.

- ☐ Cash
- ☐ Cheque
- ☐ Direct Deposit / Transfer (BSB: 034 167 Account Number: 149988)
- ☐ Eftpos
- ☐ Credit Card Mastercard / Visa Card (If credit card please see details below)

CREDIT CARD AUTHORISATION

I _____ of _____
(Name) (Company)

Authorize TESCO Investments Pty Ltd to charge my credit card for products obtained and / or services rendered.

Maximum monthly amount \$ _____

Credit card type _____

Credit Card No. _____

Credit Card CCV _____

Expiry Date _____

Name on Card _____

I have read and understand the terms and conditions associated with my trading account and request Tesco Investments Pty Ltd to store & use my above credit card for purchases/services rendered.

I understand my credit card will be charged at the end of each month for the entire amount outstanding at that time. I also understand that if no personal guarantee has been signed invoices will be charged to this credit card prior to being delivered/collected.

SIGNATURE

DATE

PLEASE PROVIDE A COPY OF YOUR DRIVERS LICENSE OR PHOTO ID WITH THIS APPLICATION

SCAN & EMAIL OR MAIL TO:

PMC Cairns

P.O. Box 218B

Bungalow, QLD, 4870

Ph. (07) 40311277

Email. accounts@pmcstore.net.au

GUARANTEE

IN CONSIDERATION of **TESCO INVESTMENTS PTY LTD (A.C.N. 078 132 199)**

(hereinafter referred to as "The Creditor")

supplying goods and/or services upon credit to the said: (insert company/trading/trust name etc)

.....(hereinafter referred to as "the Debtor"), I/We (Name of first Guarantor):.....

Private address:.....Phone No.....

and (Name of Second Guarantor):.....

Private address:.....Phone No.....

all in the State ofDO HEREBY for ourselves and each of

our executors and administrators AGREE with you as follows:

1. I/We hereby jointly and severally guarantee payment to the Creditor of all sums of monies presently owing by the Debtor to the Creditor and any sums which may become owing from time to time arising from the supply of goods and/or services by the Creditor to the Debtor.
2. Should the Debtor for any reason whatsoever fail to pay any and/or all sums of money owing by it to the Creditor upon demand, we hereby jointly and severally agree to be personally liable to the Creditor and to pay to the Creditor all and any sums owing by the Debtor including all costs, charges, and expenses including Solicitors and/or Mercantile Agent costs (on an indemnity basis) and Court costs incurred by the Creditor in effecting recovery of the said debt. I also agree I will pay any stamp duty assessed on this Guarantee.
3. This agreement shall be a continuing guarantee to the Creditor for all debts whatsoever and whensoever contracted by the Debtor with the Creditor with respect of goods and/or services supplied by the Creditor to the Debtor and our liability shall not be terminated or affected by the death of any one or more of us.
4. I agree that each application for credit made by the Debtor to the Creditor (and any related body of the Creditor) is deemed to have been accepted from the date of the first invoice to the Debtor, and without further notice to me, this Guarantee extends to all liabilities from the Debtor to that related body corporate.
5. This guarantee and indemnity extends to credit given to the Debtor in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Creditor and may in such case be enforced by the Creditor.
6. The Creditor is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time or other indulgence to the Debtor to accept payment from it in cash or by means of negotiable instruments and to compound with it or any drawers acceptors or endorsers of bills of exchange promissory notes or other securities received by the Creditor from it or on which it may be liable to the Creditor and to treat us in all respects as if we were jointly and severally liable with it to the Creditor instead of being merely surety for the Debtor.
7. I/We the guarantors agree to and hereby charge all our equitable and legal interest in freehold or leasehold property to secure payment of monies due to the supplier for goods supplied pursuant to this agreement. The Guarantors consent to the Creditor registering a non-lapsing caveat over any of its leasehold or freehold property to secure the suppliers charge over that property.
8. I/We agree to provide the creditor, within seven days of demand, a properly executed mortgage in a form approved by the creditor and which includes a covenant providing that interest may be charged on all outstanding monies due pursuant to this agreement.
9. The Creditor will retain ownership of any goods supplied to the Debtor until payment is made for the goods, and for all other goods supplied to the Debtor. I / We authorise the supplier, its agent and its representatives to enter upon any of the customers premises for the purpose of retaking possession of goods pursuant to this retention of title clause. This right of entry and to retake possession of the goods is irrevocable.

10. The Creditor may at any time or times at its absolute discretion and without giving any notice whatsoever to us, refuse further credit or supplies of goods and/or services to the Debtor.
11. I/We the Guarantors do hereby warrant the accuracy of the information supplied to you in the attached account application and this Guarantee.
12. I agree that before providing credit to the Debtor, the creditor may seek from a credit or reporting agency, or referee, a credit report containing personal information about me to assist in deciding whether to accept me as a guarantor for the Debtor.
13. I/We the guarantors do hereby verify we are the directors/principals of the aforementioned company/trust/trading entity and are authorised to sign below.

DATED THIS.....DAY OF.....20.....

SIGNED:.....(PRINT NAME):.....

SIGNED:.....(PRINT NAME):.....

Signature of Witness:.....

Name of Witness:.....

**PLEASE NOTE: IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT
ADVICE.**

PLEASE PROVIDE A COPY OF YOUR DRIVERS LICENSE OR PHOTO ID WITH THIS APPLICATION

SCAN & EMAIL OR MAIL TO:

PMC Cairns
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Bungalow, QLD, 4870
Ph. (07) 40311277
Email. accounts@pmcstore.net.au