

ABN: 63 112 461 604 **7B Commerce Circuit, Yatala QLD 4207 Ph:** (07) 3807 9595 Fax: (07) 3807 7171

Email: info@memoriesofaustralia.com.au

APPLICATION FOR CREDIT ACCOUNT

Applicant:	Trading A	Trading As:			
ABN:	Company	Company/Partnership/Sole Trader			
Date Applicant Comm	nenced Trading:				
Address for Accounts	:				
Accounts Contact:	PI	Phone:		Fax:	
Email Address:					
Applicant/Applicants [Directors or Partners				
Name	Private Address	rivate Address Private Phone Number		mber	
1					
Business Credit Refer	rences				
Company		Product Purchased		Ph Number	
2					
Bank [.]	Branch:	Bank Contact:			

Terms and Conditions

The Applicant hereby acknowledges that all goods supplied by Memories of Australia Pty Ltd (the Company) on credit in accordance with this Credit Account are supplied subject to the following terms and conditions:

- 1. Credit terms on first orders (New Accounts) are strictly seven (7) days from date of invoice. Invoices for further goods supplied are due and payable thirty (30) days from the end of month from the date of invoice;
- 2. Any amount outstanding on goods supplied by the company after expiration of the relevant trade terms for that supply accrues interest at a rate of 10% per annum calculated daily and compounded monthly;
- 3. Orders for Custom Design items cannot be cancelled once the Company has received confirmation of artwork;

- Risk in the goods purchased, unless otherwise agreed in writing between the parties, shall pass to the Applicant as Buyer upon delivery of the goods to the Buyer, its agent or to a carrier commissioned by the Buyer;
- Title in the goods purchased from the Company passes to the Buyer in accordance with the following provisions: 5.
 - Title in the goods will only pass to the Buyer when the Company receives full payment for those goods supplied including any interest payable for late payment;
 - Until full payment is received for those goods, the buyer holds those goods as the fiduciary agent and bailee of the Seller b) and must ensure that the goods are identifiable, kept separate, and are properly stored, protected and insured;
 - The Buyer may on-sell the goods provided always that:
 - The Buyer acts as fiduciary agent of the Company, but having no right or authority to bind or otherwise create any liability on the part of the Company to third parties; and
 - ii. All proceeds received by the Buyer for the sale of goods supplied by the Company, for which title has not passed to the Buyer, shall be held in trust for the Company and will keep such proceeds in a separate account until full payment for all amounts to the Company from the Buyer are received by the Company.
- In the event of the Applicant defaulting in any of the terms of this agreement including the payment of any invoices for goods 6. supplied on credit extended as a result of this agreement then the Company shall have the power and authority to retake possession for the goods supplied and which remain unpaid for and authorises allows the Company or its representative, servant, agent or employee to enter the premises at which the goods are housed or stored for the purpose of retaking possession of those goods. The Company will not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Applicant as a result of the Company retaking possession of the goods;
- Notwithstanding clauses 6 and 7, the buyer hereby grants the Company the authority to charge all the Buyers real and personal 7. property with its obligations under this agreement and to lodge a caveat over the property of the Buyer to protect its interests with respect to the supply of goods to the Buyer;
- 8. Where the Applicant issues a purchase order for goods from the Company on credit, a concluded agreement for the purchase of goods from the Company exists on the receipt of the purchase order and the Company setting aside the goods ordered and issuing an invoice for their sale;
- This agreement is subject to the laws of Queensland and the parties agree to the exclusive jurisdiction of the Minor Debt Court, the 9. Magistrates Court and the District Court at Beenleigh, in the State of Queensland, Australia;
- All costs relating to the recovery of any amounts due and owing to the Company for goods or services supplied on credit or the 10 recovery of possession of such goods will be payable by the Applicant.

	Guarantee
To: Memories of Australia Pty Ltd company ACN: 112 in consideration of you granting credit terms to:	
Directors Names: I/We	Applicant Company Pty Ltd (the Debtor) being directors of the Debtor do Jointly and severally personally onies which are now or at any time in the future owed by the Debtor to the Company for the osts or charges incurred in connection with attempting to obtain payment of monies owed by
to operate by virtue only of; i. Any indulgence given to the De	
ii. Payment of any sum of money	owed by the Debtor to the Company; or
separate and additional primary liability indemnify the	ch the amount owing becomes unrecoverable from the Debtor for any reason. I/We as a e Company in respect of such monies and as principle Debtors agree with the Company to n equal to the amount otherwise recoverable by the Company against the Debtor;
(c) It is acknowledged that we do not execute this ins of any kind given or offered to us by or on behalf of the	strument as a result of or by reason of any promise, representation, statement or information ne Company;
(d) To Hereby charge all our real and personal prope our real property to protect its interests under the cha	erty with our obligations under this guarantee and allow the Company to lodge a caveat over large given under the guarantee;
	time to time seek to obtain additional guarantees from other guarantors to guarantee the consent to such further guarantees and acknowledge that such further guarantees do not
Dated this of 20	
Signed sealed and delivered by the said:	Signed sealed and delivered by the said:
In the presence of:(Witness)	In the presence of:(Witness)
	s in all respects true and correct at the date indicated. lia Pty Ltd Terms and Conditions and agree to be bound by them.
Date: //	Print Name:
Position:	Signed: