

CREDIT APPLICATION FORM

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All Correspondence to:

N.Q. Business Equipment
23 Evans Avenue
North Mackay Qld 4740

Telephone: (07) 4951 8211 Facsimile: (07) 4951 8288 Email: ar@nqbe.com



Business Centre

Applicant's Details

Trading Name	<input type="text"/>	Form of Business	<input type="checkbox"/> Company
Company or Legal Name	<input type="text"/>		<input type="checkbox"/> Sole Trader
ABN or Registration No.	<input type="text"/>		<input type="checkbox"/> Partnership
	<input type="text"/>		<input type="checkbox"/> Other _____
Postal Address	<input type="text"/>	Established	<input type="text"/> Years
	<input type="text"/>	Number of Employees	<input type="text"/>
Street Address	<input type="text"/>	Type of Work	<input type="text"/>
	<input type="text"/>	Premises	<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Phone	<input type="text"/>		
Fax	<input type="text"/>		
Email	<input type="text"/>		

Trade References

APPLICANT TO FILL IN HERE

Name	<input type="text"/>
Address	<input type="text"/>
Phone	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Phone	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Phone	<input type="text"/>
Bank	<input type="text"/>
Branch	<input type="text"/>

To be signed by all Proprietors: Sole Traders, All Partners, All Directors

Name	<input type="text"/>	Signature	<input type="text"/>
Home Address	<input type="text"/>		
Date of Birth	<input type="text"/>	Drivers Licence No.	<input type="text"/>
Dated	<input type="text"/>		
Name	<input type="text"/>	Signature	<input type="text"/>
Home Address	<input type="text"/>		
Date of Birth	<input type="text"/>	Drivers Licence No.	<input type="text"/>
Dated	<input type="text"/>		
Name	<input type="text"/>	Signature	<input type="text"/>
Home Address	<input type="text"/>		
Date of Birth	<input type="text"/>	Drivers Licence No.	<input type="text"/>
Dated	<input type="text"/>		

Terms and Conditions of Sale

Terms of Payment

Unless otherwise agreed in writing, invoices are payable as follows:-

1. Invoices for consumables & services are due to be paid 30 days from date of invoice.
2. Invoices for equipment are due to be paid 7 days from date of invoice.

Claims

- (a) that the goods delivered or collected do not accord with the order placed;
- (b) for short delivery;
- (c) for damaged goods

will not be recognised unless NQBE is notified in writing within 7 days of the date of delivery or collection. The purchaser shall be deemed to have accepted the goods as delivered or collected if it fails to keep the said goods in the condition they were in when delivered or collected or fails to make the goods available for inspection by NQBE.

Risk

The responsibility for loss of or damage to the goods shall pass to the Purchaser upon collection of the goods by the Purchaser or its agent or the delivery of the goods to the Purchaser or its agent or to a destination nominated by the Purchaser or to a carrier nominated by the Purchaser. The Purchaser shall obtain all risk insurance to cover any goods in its possession which remain the property of NQBE.

Advice

Any advice, recommendation information, assistance or service provided by NQBE in relation to the performance, application or appropriateness of use of the goods is given in good faith but is given without liability or responsibility on NQBE's part unless the provisions of the Trade Practices Act 1974 ("the act") provide otherwise.

Warranties

NQBE warrants that upon payment for the goods in full, it will give good title to the goods, and that the goods delivered are free from defects in material and workmanship except such defects as are normally regarded as being commercially acceptable. Where NQBE are supplying manufactured goods, the warranties/ guarantees are provided by the manufacturer and the Purchaser accepts that NQBE cannot be held responsible for the manufacturer's warranties/ guarantees. All other warranties which would be imported into these terms by statute are negated unless such negation is specifically forbidden by statute.

Limitation of Liability for Breach of a Condition or Warranty

Pursuant to section 68A of the Act the following clause applies in respect of any of the goods or services supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this clause will not apply if the customer establishes that reliance on it would not be fair and reasonable. NQBE's liability in respect of breaches of express or implied conditions and warranties, other than the warranty as to title, is limited to any one of the following as determined by NQBE: the replacement of the goods or the supply of equivalent goods; or the repair of the goods; or the refund of the original invoiced price of goods; or the payment of having the goods repaired. NQBE shall not be liable for any damage arising out of or in conjunction with, special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such a breach unless such liability is imposed on NQBE by the Act.

Property

Ownership & property in the goods remain with NQBE until payment in full is received by NQBE. If payment for the goods is not made by the due date, NQBE shall without prejudice to any other remedies, be entitled to enter the purchaser's premises to retake possession of the goods and hold them until payment in full has been received. Where NQBE must take action for the recovery of outstanding monies, the Purchaser agrees to pay NQBE all costs associated with the recovery of the debt, including interest at the rate allowed by the Supreme Court of Queensland in respect of judgement debts. Where installation, setup, delivery, training and such costs are incurred by NQBE on behalf of the Purchaser, the Purchaser agrees to pay NQBE for all such costs associated with the setup, installation, delivery, removal of the equipment. If at the request of the Purchaser, NQBE's vehicle enters the job area, the Purchaser will indemnify NQBE against all claims from any person which arise out of such entry or by the presence of the vehicle in the job area.

Delivery

NQBE will not be liable in any manner whatsoever for delay in delivery or non-delivery which is attributable to transport delays, unavailability of materials, lockouts, shortages of vehicles or any other cause whatsoever.

Delivery by Installments

An agreement to deliver goods in installments shall be deemed a separate agreement for sale subject hereto for each installment.

Termination

NQBE's agreement to continue to deliver or sell shall always be conditional upon it being satisfied of the Purchaser's ability to pay and comply with these conditions. If NQBE ceases to be so satisfied it may suspend and/or terminate deliveries and shall not be liable in any way for any claim damage expense or cost arising therefrom and all monies then outstanding by the Purchaser shall immediately become due and payable and recoverable.

Indemnity

The Purchaser indemnifies NQBE against any claim for damage arising from the entry of its delivery vehicles onto the property nominated for the delivery/ installation/ repair/ removal of the goods.

Sales Tax

The Purchaser is liable to pay any sales tax ultimately held to be payable where it has incorrectly furnished a Certificate of Conditional Exemption or written quotation of the Sales Tax Certificate number.

Severance

In the event that it is held that one or more of these terms are not enforceable, the remaining terms shall apply between the Purchaser and NQBE.

Credit Limit

NQBE reserves the right to withhold or limit credit to the Purchaser at anytime.