

APPLICATION FOR CREDIT AND TERMS OF TRADE

APPLICANT'S DETAILS

Name of Applicant (full legal name)	
Trading Name (if different from above)	
Type of Organisation	Companies Office No _____
<input type="checkbox"/> Company	<input type="checkbox"/> Sole Trader
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
Nature of Business:	
Physical Address:	
Postal Address (if different from above)	
Telephone:	
E-mail:	
Contact Name for Purchases:	Mobile:
Contact Name for Accounts:	Mobile:
Date Commenced Trading:	No of Staff

DIRECTOR'S/PROPRIETOR'S/PARTNER'S DETAILS

Full Name	Residential Address	Telephone	DOB

TRADE/BUSINESS REFERENCES

Organisation Name	Contact Name	Customer Number	Telephone Number

Has any person named in this application ever been declared a bankrupt or been the director of a failed company?

If yes, give details. YES NO

Has this business or any person named in this application ever been involved with a creditor pooling/repayment arrangement or a liquidation or receivership? If yes, give details. YES NO

I/we the undersigned have been given a copy of, and read and understood, the terms of trade for MA & ER Stewart T/A UniSmart Apparel ("UniSmart Apparel") set out overleaf (the "Agreement") and agree to abide by them. In particular, I/we understand that:

- where this application for credit is made by a company, I/we the undersigned do jointly and severally agree to pay that company's liabilities to UniSmart Apparel in accordance with clause 4 of this Agreement if the company fails to do so. I/we have been advised to take independent legal advice in relation to my/our obligations as Guarantors and I/we have either chosen not to do so or have done so and are happy to proceed with this Agreement and Guarantee.
- I/we understand that title in all goods supplied remains with UniSmart Apparel until paid for accordance with clause 6 of this Agreement.
- I/we authorise UniSmart Apparel to make enquiries and provide information about me/us to credit reference agencies and other persons in accordance with clause 13 of this Agreement. I/we hereby authorise any person or company to provide information to UniSmart Apparel on my/our creditworthiness.

SIGNED THIS DAY OF 20

Name	Position Title	Signature

OFFICE USE ONLY

Approved for Opening <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer advised ____/____/____	Salesperson advised ____/____/____	Account No
Credit Limit:			
Approved by:		Date: ____/____/____	
Other Notes:			

1. **Acceptance of terms:** Both this Application for Credit and these Terms of Trade (together "the Agreement") are the entire Agreement between UniSmart Apparel ("UniSmart Apparel"), the Applicant ("the Purchaser"), and the guarantors (if any) ("the Guarantors") for the supply of goods ("the Goods") to the Purchaser and supersedes any representation, agreements and other communications made by UniSmart Apparel. This Agreement applies to every purchase of goods made by or on behalf of the Purchaser.
2. **Credit Limit:** UniSmart Apparel may impose a credit limit on the Purchaser's account and may change that credit limit from time to time without prior notice.
3. **Terms of Payment:** The Purchaser must pay the purchase price of any Goods, together with any associated charges and GST, to UniSmart Apparel by the 20th day of the month following the purchase. All overdue accounts are to bear interest at the sole discretion of UniSmart Apparel. If charged, interest is payable at the rate of 2% per month calculated on a daily basis from payment due date until the time of actual payment but without prejudice to UniSmart Apparel's other rights and remedies in respect of any default. All amounts payable to UniSmart Apparel are to be paid in full without any deduction. The Purchaser is to pay to UniSmart Apparel any expenses, disbursements and legal costs incurred by UniSmart Apparel in the enforcement of any rights contained in this Agreement, including any reasonable solicitor's fees or debt collection agency fees.
4. **Guarantors' responsibilities:** In consideration of UniSmart Apparel supplying the goods to the Purchaser, the Guarantor(s) jointly and severally, irrevocably and unconditionally guarantee the punctual payment of all amounts payable by the Purchaser to UniSmart Apparel and the punctual performance of all the Purchaser's obligations to UniSmart Apparel.
5. **Quotes:** Where a quotation is given by UniSmart Apparel for goods, the quotation is to be valid for one month from the date of issue. The Purchaser cannot cancel any purchase order for procured Goods accepted by UniSmart Apparel and is bound by the quoted price.
6. **Retention of title and security interest:** UniSmart Apparel retains all property, title or ownership in any Goods supplied to the Purchaser until payment in full is made for those Goods. The Purchaser grants to UniSmart Apparel a purchase money security interest in the Goods supplied (whether on consignment, in the ordinary course of business or otherwise) either to enable the Purchaser to acquire rights to the Goods or to secure all obligations of the Purchaser under this Agreement. The Purchaser agrees at its own cost to take all steps necessary and to provide UniSmart Apparel with all information necessary to register, maintain and if necessary enforce a financing statement over the Goods or their proceeds and will advise UniSmart Apparel immediately in writing of any changes to its name or other relevant information. The Purchaser waives any right to receive a copy of the verification statement of any financing statement. UniSmart Apparel may require the Purchaser to pay all reasonable costs, including legal costs, associated with the discharge or amendment of any financing statement registered by UniSmart Apparel, whether or not the change was initiated by the Purchaser.
7. **Delivery:** Unless the parties otherwise agree, the cost of delivery is to be met by the Purchaser. UniSmart Apparel is not liable for any direct or indirect consequences of delay in delivery.
8. **Risk:** If UniSmart Apparel arranges delivery of the Goods, then all risk of loss of, or damage to, the Goods (the "Risk") passes to the Purchaser on delivery of the Goods to the Purchaser. However, if the Purchaser arranges delivery of the Goods, then the Risk passes to the Purchaser when the Goods leave the premises of UniSmart Apparel.
9. **Vendor's warranties:** The Purchaser agrees that the Consumer Guarantees Act 1993 does not apply to any transaction with UniSmart Apparel where the Purchaser acquires goods or services for the purposes of a business as set out in sections 2 and 43 of that Act. Where the Purchaser is a "supplier" as defined in s2 of that Act, then the Purchaser is to contract out of that Act to the extent permitted by law, and is to notify any consumer prior to any sale of any defects or limitations in the Goods and any expressed purpose for which the goods are not suitable. The Purchaser is not to represent to its customers that repair facilities or replacements will be available without UniSmart Apparel's prior approval in writing.
10. **Limitation of Liability:** Except as provided in this Agreement, UniSmart Apparel is not to be liable in any way (including liability for negligence or otherwise in tort or in equity and including liability) to the Purchaser or to any person in connection with the Goods supplied or not supplied or the exercise of UniSmart Apparel's rights under this Agreement. In particular, but without limiting the foregoing, UniSmart Apparel (and its agents) will not be liable for any loss of income, profits, savings or goodwill or for any indirect or consequential loss or special or exemplary damages. UniSmart Apparel is not liable for delay or failure to perform its obligations under this Agreement if the cause of that delay is beyond its control.
11. **Returns:** Faulty, defective or mis-described goods ("Faulty Goods") may be returned to UniSmart Apparel for compensation in accordance with clause 12. However, unless they are Faulty Goods, procured or customised Goods cannot be returned. Any other Goods may be returned to UniSmart Apparel by the Purchaser for a credit provided the Purchaser complies with the returns policy of UniSmart Apparel from time to time and UniSmart Apparel agrees to accept their return. All goods returned must be current styling and labeling, and returned in re-saleable condition. All goods returned must quote an original invoice documentation number or photocopy. In all cases where goods are returned due to purchaser error, the cost of the freight is to be borne by the purchaser. If a credit is requested for goods supplied but no longer required by the purchaser for reasons attributable to purchaser error then UniSmart Apparel reserves the right to refuse credit, but may in some circumstances do so to facilitate purchaser goodwill. In these cases UniSmart Apparel may apply a "restocking fee" equivalent to 10% of credit value.
12. **Compensation for faulty goods:** If the Purchaser believes that it has been supplied with Faulty Goods then the Purchaser must advise UniSmart Apparel within 14 days of the fault being identified. UniSmart Apparel will then collect the Goods or arrange for their collection from the Purchaser and will assess the Goods and determine whether they are Faulty Goods. If in the opinion of UniSmart Apparel or its agent the Goods returned are Faulty Goods, and either UniSmart Apparel or the manufacturer is responsible for the Goods being Faulty Goods, then UniSmart Apparel will at its option repair or replace the Faulty Goods or pay or credit compensation to the Purchaser or its account an amount not exceeding the purchase price of the Goods. All goods being deemed faulty must be cleaned prior to return. Notwithstanding anything in this Agreement, any liability of UniSmart Apparel under this Agreement is limited to the purchase price of the Goods.
13. **Privacy:** The Purchaser and Guarantors authorise UniSmart Apparel to collect, retain and use any information about them from any person or agency for the purpose of assessing their credit worthiness, enforcing their rights under this Agreement or marketing goods provided by UniSmart Apparel to any person. The Purchaser authorises UniSmart Apparel to disclose any information obtained to any person for these purposes.
14. **Assignment:** Neither the Applicant nor the Guarantors may transfer any right or benefit under this Agreement. UniSmart Apparel may transfer its rights and obligations under this Agreement.
15. **Termination:** Without limiting any other remedy it may have, UniSmart Apparel may terminate this Agreement if the Purchaser fails to meet any of its obligations to UniSmart Apparel by any due date. Upon termination of the Agreement, all indebtedness of the Purchaser to UniSmart Apparel is immediately due and payable. Either party may terminate this Agreement at any time and for any reason by giving the other party notice of that intention in writing. Upon termination, each party is to return all property belonging to the other in whatever form possessed or under the control of that party.
16. **Miscellaneous:** UniSmart Apparel reserves the right to correct any typographical or clerical errors in any process of quotation or contained in an order or quote. UniSmart Apparel may in its absolute discretion change this Agreement at any time by sending at least 30 days' notice in writing of the change to the Purchaser's last known address. UniSmart Apparel shall not be deemed to have waived any right to do anything unless that waiver is in writing and signed by an authorised manager of UniSmart Apparel. The illegality, invalidity or unenforceability of any term of this Agreement is not to affect the legality, validity or enforceability of any other term.