



CENTRAL PURCHASING SERVICES LTD

ABN 89 411 500 151

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION		
Title:		
Company Name:		
Phone:	Fax:	Email:
Registered Company Address:		
ABN:	ACN:	
Primary Business Address:		
City:	State:	Postcode:
BANKING INFORMATION (FOR REBATE DISTRIBUTIONS)		
EFT Details:		
Account Name:		
Account Number:		
BSB:		

AGREEMENT

1. I/We apply for the opening of a credit account for the above named Applicant with Central Purchasing Services Ltd (CPS) (“the Supplier”) and provide the above details to support this application.
2. I am authorized to express the credit of the business to whom I have represented above.
3. I have been provided with a copy of the CPS Privacy Policy and I consent to CPS undertaking credit reference checks on the company.
4. I am authorized to offer the consent of any directors of the above business for the undertaking of personal credit checks in support of this application.
5. I/We agree that the Applicant will trade with the CPS in accordance with the Trading Terms as published from time to time. I/We acknowledge having read and understood the following pages of the Trading Terms incorporated in this agreement and I/We confirm receipt and acceptance of these Trading Terms prior to signature of this Application
6. I/We request provision of credit from the CPS in accordance with the normal credit terms or as may be otherwise expressly agreed from time to time.
7. I/We acknowledge that:
 - A) the credit terms as at the date of this application require payment strictly within 28 days from the end of the month;
 - B) the credit terms may be varied by CPS from time to time at the absolute discretion of CPS upon 30 days notice;
 - C) the Trading Terms may be varied by CPS from time to time at the absolute discretion of CPS upon 30 days notice;
 - D) CPS's acceptance of this application and delivery of an order pursuant to the Trading Terms does not oblige the CPS to continue to trade with or extend credit to the Applicant;
 - E) the Directors' personal guarantees may be required if the Applicant is a company and in that case it will be a condition of the Trading Terms that duly executed Deeds of Guarantee be in force at all times.
8. The Trading Terms form part of this Application and if this Application is accepted, an order placed by the Applicant for delivery of goods and/or provision of the services to the Applicant will constitute unqualified acceptance by the Applicant of the Trading Terms including any Credit Limits. The Credit Limit extended to the Applicant will be solely at the discretion of CPS.

The Applicant and signatories appearing below hereby acknowledge having read the terms and conditions, trading terms, deed of guarantee of trade debts and privacy policy within this document and upon acceptance by CPS by way of written notice or the supply of goods or services, and having read, agree to be bound by the terms of trading.

Signature: _____

Witness: _____

Full Name: _____

Full Name: _____

Address: _____

Date: _____

Date: _____

- **Please attach a copy of your Business Registration**
- **Please attach a copy of the Director's Drivers License (for ID purposes)**

DEED OF GUARANTEE OF TRADE DEBTS

This deed shall bind and benefit each of the parties and their respective personal representatives successors and permitted assigns. No amendment hereto shall be effective unless in writing and signed by all the parties hereto. All remedies afforded under this deed shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law or at equity.

Definitions and Interpretation

In this deed unless inconsistent with the content or subject matter:

- “Credit Application” means the Customer’s application to the Supplier for trading credit mentioned in item1 of the Particulars;
- “Customer” means the customer of the Supplier named in Item 1 of the Particulars;
- “Guarantee” means the obligations undertaken by the Guarantor in favour of the Supplier as set out in this deed;
- “Guarantor” means the person or persons named in Item 2 of the Particulars;
- “Moneys Outstanding” means the outstanding balance of the Customer’s credit account with the Supplier from time to time;
- “Particulars” means the particulars of the Guarantee set out at the forefront of this deed;
- “Trading Terms” means the Credit Application, any document created by the Supplier or the Customer incidentally to the Credit Application including any terms of trade for the supply of goods published by the Supplier from time to time, and this deed.

GUARANTEE OF TRADE DEBTS

- Central Purchasing Services Ltd, ABN 89 411 500 151, of 2/7 Kintail Road, Applecross, WA (the “Supplier”) has been requested to trade on credit with the Customer named in **Item 1** of the Particulars below.
- The Supplier is not obliged to offer credit with the Customer but is willing to grant credit to the Customer on the condition that the persons associated with the Customer named in **Item 2** below guarantee the Customer’s indebtedness to the Supplier in the terms set out in this deed.
- The Guarantor is willing to provide the guarantee under this deed because it is in the guarantor’s financial interest for the Customer to trade with the Supplier on credit and in particular the Guarantor is willing to be surety for the Customer’s debts to the Supplier.

PARTICULARS

- This Guarantee shall be a continuing guarantee and accordingly shall be irrevocable and shall remain in force until the whole of the Moneys Outstanding has been fully paid or satisfied.
- This Guarantee is and is intended to be absolute and unconditional in all circumstances and shall not be treated as ancillary to or collateral with any other obligation howsoever created and in particular shall be independent of any other security to the intent that this Guarantee shall be enforceable without first having recourse to any such security and without any steps or proceedings being taken against the Customer and notwithstanding the loss by the Supplier of any other security and notwithstanding any acts or omissions on the part of the Supplier.
- In the event of the liquidation or bankruptcy of the Customer the Guarantor will not prove in such liquidation or bankruptcy in competition with the Supplier.
- If any payment made to the Supplier by or on behalf of the Customer or the Guarantor shall subsequently be avoided by any statutory provisions or otherwise howsoever such payment shall be deemed not to have discharged the Customer’s or Guarantor’s liability here under and in such event the Supplier and the Customer and the Guarantor shall be restored to the position in which each would have been and the Supplier shall be entitled to exercise all the rights which the Supplier would have had if such payment had not been made.
- The Guarantor acknowledges by its execution of this deed that the provision of the credit to the Customer in consideration of the giving of this Guarantee will confer a commercial benefit and advantage upon it.

Item 1 Date of this Guarantee The _____ Day of _____ 20_____

Customer (Business name): _____

ABN: _____

Item 2 Guarantor I, _____

Of (address) _____

Agree to guarantee the debt to Central Purchasing Services of the business noted at Item1, as per the terms of this agreement

SIGNATURE _____

TRADING TERMS

STANDARD TRADING CONDITIONS of Central Purchasing Services Ltd. For existing customers, these Trading Conditions will come into effect from the first day of March in the year of 2019 and shall replace any previous agreement that is in place prior to that date. In consideration of Central Purchasing Services Limited and its subsidiaries ("CPS") supplying goods and/or services and/or credit to, or at the direction of, the Customer, the parties agree as follows:

1. **"Customer"** refers to the Applicant described on the Application Details page of this document; and/or the entity of the Account under which you presently or historically trade with CPS and/or the entity under which that trading name is held.
2. **"Statement"** means any document setting out the amount due by the Customer to CPS.
3. **"Goods"** shall include goods, products, materials and services supplied by CPS or its Charge Back Suppliers.
4. **"Charge Back Suppliers"** (hereafter referred to as "Suppliers") are providers of goods and/or services to the customer where the goods are procured via the CPS credit facility extended to the customer.
5. **Terms** The terms of this Agreement apply in every case where CPS or Suppliers provides goods or services of any kind to the customer. Acceptance of Goods by the Customer is conclusive evidence before any court that this Agreement (and any variation) applies and is binding on it and the guarantors.
6. **Payment** Goods purchased from CPS or Suppliers must be paid for by the earlier of the due date as shown on your statement and the date which is 28 days after the month end. If the Customer fails to pay for any Goods in accordance with the due date on any Statement, then interest shall accrue on any unpaid amount at the rate of 1.25% per month as CPS sole discretion from the date that the amount became due until the date the amount is paid. The Customer's Credit Limit will be adjusted by CPS at any time and without further notification to the Customer if deemed necessary.
7. **Guarantee** Where the Customer is a Company, then satisfactory Guarantor/s (as approved by CPS) must execute the Guarantee provided by the applicant. In the event that no Guarantee is executed, then the persons signing this application for or on behalf of the Company Customer shall be personally liable in the same terms as that set out in the Guarantee in this document or the Guarantee which has been provided with the original application for an account.
8. **Stop Credit** CPS may at any time and for any reason withdraw any credit facilities when an account is overdue. Upon any such withdrawal, the balance of any Statement unpaid will become immediately due and payable. If an amount payable by a Customer to CPS or its subsidiaries for Goods is due but unpaid, CPS or its subsidiaries may withhold payment of any amount that is payable by CPS or its subsidiaries to the Customer until the Customer has made payment of the amount that it owes to CPS or its subsidiaries. CPS may set off any amount that is payable by the Customer to CPS or its subsidiaries against and in full and final satisfaction of any amount that is payable by CPS to the Customer. Customers who wish to re-open their credit account will have to re-apply.
9. **Title** (a) Notwithstanding the delivery of the Goods or part thereof by any Supplier through CPS' account, the Goods remain the sole and absolute property of CPS as full legal and equitable owner until such time as the Customer shall have paid to CPS the full purchase price together with the full price of any other Goods the subject of any other agreement with CPS. (b) The Customer acknowledges that they receive possession of and holds Goods delivered by CPS or one of its Suppliers solely as bailee for CPS until such time as the full price thereof is paid to CPS together with the full price of any other Goods then the subject of any other agreement with CPS and that a Fiduciary relationship exists between CPS and the Customer. (c) Until such time as the Customer becomes the owner of the Goods, it will; (i) store them on the premises separately; (ii) ensure that the Goods are kept in good and serviceable condition; (iii) Secure the Goods from risk, damage and theft; and (iv) Keep the Goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Customer. (d) (i) Until such time as the Customer becomes the owner of the Goods, CPS authorises the Customer to sell the Goods as its fiduciary agent. However, the Customer shall not represent to any third parties that it is acting in any way for CPS. CPS will not be bound by any agreements with third parties to which the Customer is a party. (ii) Records shall be kept by the Customer of any Goods owned by CPS. (iii) The proceeds of any sale of the Goods shall be paid into a separate account and held in trust for CPS. The Customer shall account to CPS from this fund for the full price of the Goods. (iv) Where the Customer is entitled to a period of credit, but if prior to the expiration of the period of credit the Goods are sold and the proceeds of sale received the Customer shall account forthwith to CPS for the price of the Goods. (v) Should the Customer become deceased, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, CPS may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this agreement suspend or cancel this agreement or require payment in cash before or on delivery or tender of Goods or documents notwithstanding terms of payment previously specified or may repossess and take over the Goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale. (e) In the event that the Customer uses the Goods in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for CPS. Such part shall be deemed to equal in dollar terms to the amount owing by the Customer to CPS at the time of the receipt of such proceeds. (f) If the Customer does not pay for any Goods on the due date then CPS is hereby irrevocably authorised by the Customer to enter the Customer's premises or any premises under the control of the Customer as agent of the Customer and use reasonable force to take possession of the Goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever. (g) On retaking possession of the Goods CPS may elect to refund to the Customer any part payment that may have been made and to credit the Customer's account with the value of the Goods less any charge for recovery of the Goods, or to resell the Goods.

10. **Application** The person signing this Application personally and on behalf of the Applicant, or where an agreement is in place these terms shall supersede those terms, acknowledges that CPS has recommended that the Customer and any Guarantor/s (if applicable) obtain independent legal advice in relation to the rights and obligations under this Agreement and any Guarantee/s.
11. **Delivery** CPS shall not be liable to any Customer or any other party for any loss or damage, including direct or indirect or consequential injury loss or damage whatsoever, by reason of any delay in delivery or non delivery of the Goods whether the same is due to the negligence of CPS or any other party, strike or any other industrial action, or any other reason whatsoever.
12. **Risk** Unless otherwise agreed in writing, risk in the Goods shall pass to the Customer at the time when the Goods have been placed on the vehicle which is to effect delivery from the suppliers store or warehouse or delivery to the Customer whichever is the sooner. The Goods shall remain at the Customer's risk at all times unless and until CPS takes possession of the Goods pursuant to these terms and conditions.
13. **Shortages and Defects** (a) The Customer agrees to check all Goods received immediately upon delivery and all services immediately upon completion. The Customer agrees to comply with the Suppliers procedures for the claiming of credit. Where a customer makes claim from a Supplier for credit the Customer agrees that it will without recourse abide by the Suppliers decision in relation to the claim and that they will not make any claim against CPS where a supplier denies a claim for credit. For clarity, CPS will not be liable for such shortages or improper or defective or damaged Goods or defective or improper services whatsoever.
14. **Security Interest** The Customer creates a security interest in all of the present and after acquired personal property of the Grantor (collateral) (including anything in respect of which the Customer has a sufficient right or interest under the Act) in favour of CPS to secure the payment of any monies owing to CPS or its subsidiaries. The security interest created by this document extends not only to the collateral but also to all and any proceeds arising from any dealings with the collateral. The Customer acknowledges that CPS may register one or more financing statements in relation to its security interests under this document and that each such financing statement may be registered at any time. If permitted by the Act, the Customer waives its right under section 157 of the Act to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement. The Customer charges all of its present and future interest and all its present and future rights in relation to any land and any other property other than personal property to which the PPS Law applies (Other Property) in favour of CPS. The Customer agrees that if demand is made by CPS, the Customer receiving such a demand will immediately execute a general security deed, mortgage or other instrument of security, or consent to a caveat, as required, and in the event that the Customer fails to do so within a reasonable time of being so requested, the Customer hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by CPS to be its true and lawful attorney and agent to execute and register such instruments and hereby ratifies and indemnifies the attorney from all claims and liabilities arising in relation to the exercise in good faith of this power of attorney. Notwithstanding any other provision in this clause and in addition thereto CPS may lodge a caveat noting the interest given by this charge on the title of any property of the Customer whenever it so wishes.
15. **Service** The parties agree that service of any notices, demands, proceedings summons suits or actions ("process") upon the Customer may be effected by CPS or its solicitors sending such process by prepaid post to the address given in the Credit Application as the address of the Customer. Service shall be deemed to have been effected two business days after the posting of the process.
16. **Personal Property Securities Act 2009** (Cth) ("the Act") 16.1 The Customer agrees that nothing in sections 130 or 143 of the Act will apply to the agreement between the Customer & CPS, or the security under the agreement. 16.2 The Customer agrees to waive its right to do any of the following or to receive any of the following notices or for CPS to carry out the following obligations under the following provisions of the Act: (a) Receive notice of removal of an accession under section 95; (b) Receive notice of a decision, under paragraph 117(2)(b), to enforce the security interest in the personal property in the same way as the interest in the land may be enforced under the land law under section 118. (c) Receive notice of any action to be taken in accordance with subsection 120(2) under section 121(4); (d) Object to the purchase of the collateral by the secured party under section 129; (e) Receive notice of disposal of collateral under section 130; (f) Receive a statement of account if there is disposal of collateral under section 132(1); (g) Receive every six months statements of account until there is disposal of collateral under section 132(4); (h) Receive notice of retention of collateral under section 135; (i) The right to redeem the collateral under section 142; and (j) The right to reinstate the security agreement under section 143. 16.3 The Customer and CPS agree that neither the Customer nor CPS will disclose information of the kind mentioned in subsection 275(1). 16.4 Jurisdiction The parties agree that the terms and conditions applying to any credit account opened in the name of the applicant and any other agreement between CPS and the Customer shall be governed by the laws of the State of Western Australia in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Western Australia in respect of claims, proceedings and matters arising out of or in respect of the said credit account or any said agreement.
17. **Indemnity** 17.1 Customer indemnification of CPS The Customer unconditionally and irrevocably indemnifies CPS and will keep CPS indemnified and hold CPS harmless from and against all liability, costs, losses and damages (including claims arising from any action brought by any person), arising in whole or in part from: a) The Customer (or its personnel, agents or contractors) mishandling or misuse of, negligence or recklessness associated with, the Goods, including any use of Goods outside of its indicated uses or the manufacturer's guidelines; b) Any misrepresentation, misstatement or similar act by the Purchaser or its personnel, contractors or agents in relation to the Goods; c) Any modification to the Goods made or allowed by the Purchaser (including any modifications made by CPS in accordance with the Customer's specifications, instructions or directions); d) Any loss of, damage to or destruction of the Goods, irrespective of how the loss, damage or destruction is caused; e) The Customer's exercise of any of its rights or performance of any of its obligations under this agreement; f) Any breach or repudiation of this agreement by the Customer; and g) Any injury, loss or damage suffered by another to the extent attributable to any act or omission of the Customer (or its personnel, agents or contractors) 17.2 General a) It is not necessary for CPS to incur expense or make payment before it enforces a right of indemnity under this clause 17. b) The indemnities in this clause 4 will not be released, discharged or affected in any other way by anything that, but for this clause 4, might do so.

18. **Enforcement** This Agreement is enforceable against each of the Customer and Guarantor (if more than one person) jointly and each of them severally.
19. **Changes to T&C** CPS may with notice vary these Terms and Conditions.
20. **Acceptance** Acceptance of Goods on a CPS account shall be acceptance of these Trading Conditions.

CENTRAL PURCHASING SERVICES LTD – PRIVACY AGREEMENT

Anyone applying for accounts with Cooperative Purchasing Services Ltd (CPS) must acknowledge that they have received and been given the opportunity to read this Statement. By acknowledging receipt of this Statement you agree to the terms set out below. This Statement explains how we collect, use and disclose personal information, which is information about and that identifies individuals. We won't use or disclose personal information about you other than for a purpose set out in this Statement, a purpose you would reasonably expect, a purpose required or authorised by law, or a purpose disclosed to, or authorised by, you. Purpose for collecting and using personal information.

We may collect, hold and use personal information about you that is provided to us in order to:

- A) Assess and process an for credit for a company of which you claim to be a Director or Office Bearer of;
- B) Comply with the law, including verifying your identity as required by the Corporations Act and Anti Money Laundering & Counter Terrorism Financing Act;
- C) Administrate, such as accounting, risk management, record keeping, archiving, systems development, credit scoring and staff training;
- D) Manage our rights and obligations in relation to external payment systems; and
- E) Conduct market or customer satisfaction research.

Disclosure of personal information - You agree that we may collect personal information about you from, and disclose it to, the following, as appropriate:

- credit reporting agencies and other reporting institutions;
- our agents, contractors and advisers who we engage to carry out, or advise on, our functions and activities;
- debt collecting agencies;
- external payment systems operators;

Personal information about third parties - You represent that if you supply us with personal information about another person you are authorised to do so and you agree to inform that person who we are, that we use and disclose their personal information for the purposes set out above, and that they can gain access to that information.