

**Mitchell's Wholesale Supplies**  
**ABN: 94 440 445 005**

## **TERMS AND CONDITIONS OF TRADING**

7-9 Holmwood Rd  
PO BOX 4231  
West Footscray  
Victoria 3012  
Tel: (03) 9314 3666  
Fax: (03) 9314 2211  
Email: sales@mitchells.net.au

### **SUPPLY ON CREDIT**

1. Application to open a credit account must be completed on an official Mitchell's Wholesale Supplies application from before supply will be considered.
2. Terms and Conditions on which a credit account may be granted and operated are subject to change at any time without notice.
3. No further credit will be given to any customer, which has balances outstanding for sixty (60) days or more. The credit amount must be returned to a current status before credit will be allowed.
4. Mitchell's Wholesale Supplies reserves the right to take the following action against any customer outside the credit terms.
  - a. Withhold supply and dispose of any stock held against orders
  - b. Institute legal action for the recovery of outstanding balances and costs incurred.
  - c. Terminate credit facilities, and Mitchell's Wholesale Supplies shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.
5. Interest may be charged on balances outstanding for sixty (60) days or more at a rate of 2% per month.

### **RETENTION OF TITLE**

1. The title of all goods shall not pass to the customer until all outstanding amounts have been paid in full to Mitchell's Wholesale Supplies.
2. From the delivery until the title so passes, the customer shall take all necessary precautions (including appropriate insurance cover) to protect the goods from loss or damage.
3. Should the customer fail to pay for the goods when due, Mitchell's Wholesale Supplies reserves the right to recover possession of the goods and /or resell the goods without prejudice to any other rights and for that purpose to enter upon any premises used or occupied by the customer.

### **TERMS OF SALE**

1. The normal terms of sale are full payment to be made on or before the 25<sup>th</sup> day of the month following the month of invoicing.
2. Mitchell's Wholesale Supplies regrets that invoiced cannot be forward dated.

### **PRICES**

1. Prices are subject to alteration without notice and all goods sold at prices ruling at the time of delivery.
2. Any reference to retail prices are recommendations only and there is no obligation to comply with any recommended retail prices.
3. Where applicable G.S.T. (Goods and Services Tax) will be charged at the rate in effect at time of shipment of order

### **FREIGHT**

Freight into store will be prepaid at the customers expense for all orders, or by the customer's nominated carrier.

### **MINIMUM ORDER LEVEL**

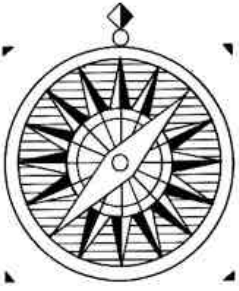
Minimum order shall be two hundred dollars (AU\$200.00) plus G.S.T.

### **INSPECTION**

It is the responsibility of the customer to inspect and check goods as soon as reasonably practicable after delivery to ensure that the quality, condition, quantity and specifications of the goods conform to both the original order and the invoice received with the goods. Any claims must be notified to Mitchell's Wholesale Supplies within five (5) days of the initial delivery or they cannot be accepted. This shall equally apply in the case of goods delivered directly to a third party on the instructions of the customer.

### **RETURNS**

All returns must be authorised by Mitchell's Wholesale Supplies and a returns authorisation number received prior to dispatch. Mitchell's Wholesale Supplies will not accept any returned goods that are dispatched on a freight forward basis.



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## **APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

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Victoria 3012  
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Email: sales@mitchells.net.au

Business Name/Company Name.....  
(Hereinafter called "The Applicant")

Hereby Applies to **Mitchell's Wholesale Supplies** for a commercial credit account on this.....day of 20.....

In support of this application. I/We supply the following information known by "The Applicant" to be true and accurate.

Date Business/Company Registered.....

Period Owned/Controlled by Current Management: Years..... Months.....

Registered Address

.....

Phone Number..... Fax Number.....

Email.....

Delivery Address (If different from above)

.....

Invoicing Address (If different from above)

.....

Freight Forwarder (If applicable)

.....

Contact for Account Queries.....ABN Number.....

Name of Bank.....Address.....

Expected trade with Mitchell's Wholesale Supplies is \$.....per month.

TRADE REFERENCES: Must Be a Registered Company (Minimum three) (Please include previous suppliers)

1 \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

2 \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

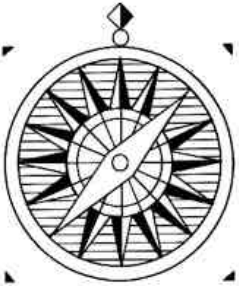
3 \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

4 \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

(NB) If there are any changes to the above information **Mitchell's Wholesale Supplies** must be notified immediately.



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# AGREEMENT "COMMERCIAL CREDIT APPLICATION"

TO COMPLY WITH THE PRIVACY AMENDMENT ACT 1990, I/we the undersigned, acknowledge that **Mitchell's Wholesale Supplies** has informed me/us, in accordance with s.18E (8) (c) of the Privacy Act 1988, that certain items of personal information about me/us contained in this application is permitted to be kept on a credit information file and may be disclosed to a credit reporting agency. Furthermore, I/we agree, in accordance with the following sections listed below that use by Mitchell's Wholesale Supplies of the relevant information referred to in those sections may occur for the purpose of assessing the application.

To enable this Commercial Credit Application to be processed all directors and/or individuals involved in the running/owning of this business must complete the following information to comply with the Privacy Amendments Act 1990.

FULL NAME:.....  
CURRENT ADDRESS:.....  
DATE OF BIRTH:.....DRIVERS LICENCE NUMBER:.....  
POSITION: DIRECTOR [ ] PARTNER [ ] PROPRIETOR [ ]

FULL NAME:.....  
CURRENT ADDRESS:.....  
DATE OF BIRTH:.....DRIVERS LICENCE NUMBER:.....  
POSITION: DIRECTOR [ ] PARTNER [ ] PROPRIETOR [ ]

- SECTION 18E (8) (c) Covers permission from an individual for the credit provider to give appropriate information to a credit reporting agency.
- SECTION 18K (1) (b) Covers permission from an individual for the credit provider to obtain consumer credit history on an individual.
- SECTION 18K (1) (c) Covers permission from a guarantor to obtain consumer information.
- SECTION 18K (1) (h) Covers permission from an individual regarding obtaining further consumer information if the consumer defaults.
- SECTION 18N (1) (b) Covers permission from an individual for the credit provider to give/obtain credit references from/to other credit providers.

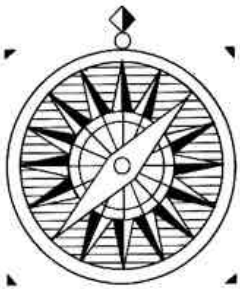
I/We confirm I/We have read the above and understand the implications of the Privacy Act 1990.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Please Print)  
WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Please Print)  
WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATED THE .....DAY OF.....IN THE YEAR.....

Signed..... Date.....



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## **TERMS AND CONDITIONS**

- A. "The Applicant" has read and fully understands the Terms and Conditions of Trading of Mitchell's Wholesale Supplies and agree to abide by them at all times
- B. "The Applicant" further understands that failure to adhere to the Terms and Conditions of Trading of Mitchell's Wholesale Supplies will cause the account to be closed immediately with no notice required.
- C. "The Applicant" agrees expenses, costs or disbursements incurred in recovering any outstanding monies, including any debt collection agency fees and solicitors costs will be paid by "The Applicant", providing such fees do not exceed the scale charges by such debt collection agency or solicitor.
- D. "The Applicant" further understands Mitchell's Wholesale Supplies reserves the right to withhold the supply of goods and services at any time without notice to "The Applicant"
- E. In the event of this application being successful a fixed credit limit will be determined by Mitchell's Wholesale Supplies. Should the account balance exceed the credit limit Mitchell's Wholesale Supplies reserves the right to withhold the supply of goods and services without notice.
- F. "The Applicant" gives Mitchell's Wholesale Supplies the authority to make inquiries as to the credit and financial responsibility of "The Applicant" and obtain and/or give Trade Commercial References from time to time.
- G. If this application is successful "The Applicant" clearly understands that the account is on a twelve (12) month trial period only. During the trial period if "The Applicants" account has balances outstanding for two (2) months or more Mitchell's Wholesale Supplies may in its sole discretion elect to close the credit account. Under the terms of this trial period Mitchell's Wholesale Supplies is not required to give "The Applicant notice of the closure and no redress to the decision is available.

"The Applicant" confirms I/We have read, understand and accept Mitchell's Wholesale Supplies terms and conditions and agree to be bound by them,

DATE: .....

SIGNATURE.....

NAME.....

Please Print

DATE: .....

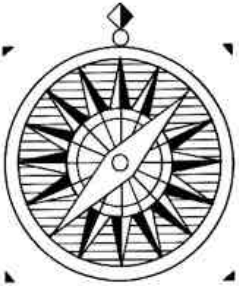
SIGNATURE.....

NAME.....

Please Print

- (i) If a Company, give full title and authority
- (ii) If a Partnership, all part partners to sign

Office Use Only			
Date Received .....	References Checked <input style="width: 40px; height: 25px;" type="checkbox"/>	Credit Rating Check <input style="width: 40px; height: 25px;" type="checkbox"/>	Company Search <input style="width: 40px; height: 25px;" type="checkbox"/>
Checked By .....	Account No Allocated .....	Credit Limit Approved .....	
Authorised by Director:.....			



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## **GUARANTEE**

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IN CONSIDERATION

OF MITCHELL'S WHOLESALE SUPPLIES

(“the Seller”)

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Agreeing to supply the following Company/Firm

(“the Customer”) with goods on credit

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I/WE HAVE

(“the Guarantor”)

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OF

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do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Seller by the Customer under the Seller's Terms and Conditions of Trading or whether arising in any way on any other account whatsoever **AND I/WE DECLARE** that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Seller of any breach by the Customer of its obligations to the Seller or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason **AND I/WE DECLARE** that I/WE will make due and punctual payments to the Seller upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above **AND I/WE FURTHER DECLARE** that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any other matter arising out of or incidental to this Guarantee or the performance or obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Seller in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee and form and against all losses, damages, costs, charges and expenses of any kind which the Seller may incur because of or arising out of the default by the Customer under the Seller's Terms and Conditions of Trading or howsoever arising **AND I/WE FURTHER DECLARE** that the proper law of this Guarantee shall be of law of the State or Territory in which the principal office of the Seller is Located and that any proceedings to be taken by the Seller may be taken in the Courts of such State or Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of such State or Territory.

**AND THE PARTIES DECLARE** in the above provisions, references to persons include references to a firm, a body corporate, and association, whether incorporated or not, a government and a governmental, semi-governmental and cognate words and expressions in plural form and vice-versa and words and expressions importing a particular gender **AND THE GUARANTOR HEREBY DECLARES** that I/WE understand the nature and effect of the within Guarantee and I/WE had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the                      day of                      20     .

SIGNED by the Guarantor  
in the presence of:                      Guarantor

Witness' full name and address

SIGNED by the Guarantor  
in the presence of:                      Guarantor

Witness' full name and address