



ABN: 68 456 987 923
6/167 airds rd
Minto
NSW 2566
(02) 4627 3681
admin@downunderwholesalers.com.au

Company Information

Company Name: _____

ABN: _____

Trading As: _____

Number of years under this name: _____

Previous Trading Names: _____

Please Circle: **Sole Trader, Partnership, Company, or Other:**

Number of Brick and Mortar Stores: _____

Number of Stores: _____

Website(s): _____

Nature Of Business _____

Contact Details

Company Buyer/ Main Contact Person:

Mobile Number: _____ Office Number: _____

Email: _____

Account Details

Accounts Contact Name: _____

Accounts Contact Phone Number: _____

Email: _____

Purchasing Details

Billing Address: _____

Shipping Address: _____

Monthly Spending:

\$350 to \$1K \$1K to \$5K \$5K to \$10K \$10K+

Backorders Required: _____

Payment Terms: 30 days (from invoice date)

To be completed by Sole traders, Directors, Partners & Trustees.

Full Name	Date of Birth	Private residential address	Driver's Licence No	Mobile No

Trade References

COMPANY NAME:	
Contact Name:	
Address:	
Phone:	
Account Opened Since:	
Credit Limit:	
Current Balance:	

COMPANY NAME:	
Contact Name:	
Address:	
Phone:	
Account Opened Since:	
Credit Limit:	
Current Balance:	

COMPANY NAME:	
Contact Name:	
Address:	
Phone:	
Account Opened Since:	
Credit Limit:	
Current Balance:	

WHOLESALE AGREEMENT

1. APPLICATION

- 1.1. The Applicant hereby applies for credit from the Company in connection with the supply of Goods on the following terms and conditions.
- 1.2. By submitting this credit application ("Credit Application"), the Applicant and the Guarantor agree to be bound by:
 - a) the Company's Credit Facility Terms and Conditions forming part of this Credit Application as set out below; and
 - b) the Company's Standard Terms of Sale, as varied from time to time.
- 1.3. This Credit Application shall not be deemed accepted until the Company has notified the Applicant of acceptance in writing.
- 1.4. The Applicant and the Guarantor warrant that they have received, or have had the opportunity to receive, independent legal advice in relation to this Credit Application prior to submitting this Credit Application.

2. DEFINITIONS

2.1. In these Terms:

- a) "**Applicant**" means the entity (or entities) described as Applicant or Trustee.
- b) "**Credit Facility**" means the approved Credit Limit and payment terms confirmed in writing to the Applicant together with this Credit Application.
- c) "**Credit Limit**" means the maximum amount of indebtedness that the Applicant may have with the Company at any one point in time.
- d) "**Company**" means Metal Manufactures Pty Limited, trading as GO Electrical Wholesale ACN 003 762 641.
- e) "**Goods**" means the goods supplied, or to be supplied, by the Company to its Customers from time to time.
- f) "**Guarantor**" means the person or entity described as Guarantor in this Credit Application.
- g) "**Invoiced Amount**" has the meaning given to it in the Standard Terms of Sale.
- h) "**PPSA**" means the Personal Property and Securities Act 2009 (Cth).
- i) "**Standard Terms of Sale**" means the Company's Standard Terms of Sale in relation to the supply of Goods to its Customers, as amended from time to time, available at <https://downunderwholesalers.com.au/terms-of-sale>

3. TERMS AND CONDITIONS

- 3.1. The Applicant agrees to pay the Company the Invoiced Amount for the Goods supplied on or before the due date in accordance with the Payment Terms set out in this Application or as varied in writing by the Company and in accordance with the Standard Terms of Sale.
- 3.2. The Applicant agrees to pay interest on any unpaid amount at a rate of 20% per month from the due date until payment is made in full and to pay any expenses incurred in collecting or attempting to collect any overdue monies including any debt collectors expenses and solicitors fees.

- 3.3. The Applicant agrees that the Company may at any time, in its absolute discretion, withdraw, vary, suspend or terminate the Credit Facility or any credit limit in respect of the Credit Facility.
- 3.4. The Applicant agrees to pay the Company on demand the Invoiced Amount for all Goods, together with any other costs payable by the Applicant to the Company under the Standard Terms of Sale in the event that the Credit Facility is withdrawn or terminated.
- 3.5. The Applicant must, at the Company's request, promptly provide to the Company or its credit assessment bureau all other or further information and documents about the Applicant and its financial affairs as reasonably required by the Company for purposes of determining whether the Credit Facility provided by the Company to the Applicant under these Terms ought to continue or be modified.
- 3.6. The Applicant, or where the Applicant is a partnership, all partners, both jointly and severally, agree the Company shall have a security interest over all present and after acquired property, and a charge over all real property, of the Applicant and the Guarantor as security for the performance of the Applicant's obligations under these Terms and the Standard Terms of Sale and that the Company shall have the right to register caveats over the real property and security interests pursuant to the PPSA.
- 3.7. If the Applicant or Guarantor is trustee of a trust ("the Trustee"), this Credit Application applies to the Trustee in its own capacity and in its capacity as trustee of the trust. The Trustee and its successors will be liable under these Terms to the extent that all the assets both present and future of the trust will be available to satisfy the Trustee's liabilities.
- 3.8. The Credit Facility shall remain in the name stated by the Applicant in its application until the Company is notified in writing and consent is given in the writing by the Company. The Applicant shall notify the Company as soon as practicable should there be any change in the legal entity, structure or management control of the Applicant's business.
- 3.9. The Applicant, and Guarantor (if applicable) warrant that:
 - a) it has read and understood these Terms and the Standard Terms of Sale;
 - b) the information in the Application form and any other information provided to the Company in relation to this Application is true and correct and is not misleading;
 - c) the Applicant is able to pay its debts as and when they become due;
 - d) unless otherwise stated in this Application, it is not the trustee of any trust;
 - e) there is no other material circumstance or event that is known by the Applicant which if known by the Company would be likely to affect the consideration by the Company as to whether or not to grant this Credit Facility;
 - f) the Company will be kept fully informed of all changes, events and circumstances which are known or which ought reasonably to be known to the Applicant having or likely to have a negative effect in connection with the Credit Facility provided by the Company to the Applicant under these Terms; and g) credit is required wholly or predominantly for the purpose of carrying on or establishing a trade, business or profession.
- 3.10. The Company, in the process of receiving your Credit Application, will obtain information about you, and will retain upon approval of your Credit Facility, information about you which may be used for purposes that include contacting you, administering your account, the supply of Goods and internal marketing related purposes.

- 3.11. By signing this Credit Application, the Applicant and/or Guarantor(s) hereby consents to the Company collecting, holding, using and disclosing Information (as that term is defined in the *Privacy Act 1988* (as amended) (“Act”) about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider in accordance with the Company’s Privacy Policy. The Company hereby notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act. A copy of the Company’s Privacy Policy.
- 3.12. The Applicant and Guarantor must treat all information relating to this Credit Application, including the Credit Limit, these Terms and the existence of the Credit Facility (“Confidential Information”) as private and confidential and must not directly or indirectly disclose any of the Confidential Information or do anything that would allow the Confidential Information to be disclosed to any third party at any time except with the Company’s written approval.
- 3.13. It is your responsibility to inspect the Goods on delivery and advise us within two business days of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. You will afford us a reasonable opportunity to inspect the Goods following delivery if you believe the Goods are defective in any way. Should you fail to strictly comply with this clause, the goods shall be presumed to be free of any defect or damage. Non-delivery must be reported immediately. Returns and credits will only be accepted if authorised by us, the supplier, or our agent, and we are notified within seven days of receipt goods. Goods may only be returned by a carrier approved by us. Handling or freight charges may apply to returned goods depending on circumstances. All orders are final and cannot be cancelled once the order has been confirmed and the final invoice has been generated. We do not accept returns for unsold Goods and change of mind unless stated on the invoice.
- 3.14. Down Under Wholesalers cannot be held liable for any losses, costs, damages and expenses (including legal costs) resulting from claims arising out of your breach of this Agreement. Some products may contravene certain laws in some parts of the world. Down Under Wholesalers will not be held responsible in the event of ‘you’ our client contravening such laws.
- 3.15. These Terms shall be governed by and constituted in accordance with the laws of NSW or such other State or Territory as the Company directs, and the Applicant irrevocably submits to the exclusive jurisdiction to the courts of same nominates.

In signing this document, I verify that I am an authorised signatory and have the capacity to enter into this agreement.

Director/Sole Trader/Partner/Trustee Signature

Name (please print)

Director/Sole Trader/Partner/Trustee Signature

Name (please print)

Witness Signature

Witness Name (please print)

Date

Guarantee

1. In addition to the securities referred to in the Standard Terms of Sale, the Guarantor irrevocably and unconditionally guarantees to the Company the due and punctual payment of all monies owed by the Applicant to the Company at any time (including under these Terms and the Standard Terms of Sale), as well as the punctual performance of all of the Applicant's obligations, undertakings and provisions contained in or implied by this credit application, these Terms and the Standard Terms of Sale.
2. The Guarantor irrevocably and unconditionally indemnifies the Company against all loss, damage, liability, costs and expenses suffered or incurred by the Company as a result of any failure by the Applicant to pay in a due and punctual manner the amount owed by the Applicant to the Company when due or as a result of any breach of any of the Applicant's covenants and conditions contained in or implied by this credit application, these Terms and the Standard Terms of Sale.
3. The Guarantor must, immediately on demand: (a) pay to the Company any money which is not paid when due by the Applicant to the Company; and (b) perform any of the other obligations, undertakings and provisions referred to in these clauses 1 to 4.
4. As security for the performance of its obligations under this credit application, these Terms and the Standard Terms of Sale, the Guarantor hereby: (a) charges all of its current and future real and personal property in favour of the Company; and (b) grants to the Company a security interest over all of its present and after acquired property.

Guarantor name: _____ Date of Birth: _____ Mobile: _____

Residential address: _____ Suburb: _____

State: _____ Postcode: _____

Guarantor Signature

Guarantor Name (please print)

Date

Witness Signature

Witness Name (please print)

Date

Credit Office Use Only

Account No: _____ Limit/ Terms: _____ Days: _____

Approval: _____