



Corporate Express

A better way to do business

Corporate Express Australia Limited

ABN 94 000 728 398

Application for Commercial Credit Account

CREDIT APPLICATION



Quality
Endorsed
Company
AS92001
Lic.2248

NEW SOUTH WALES
Australian Group Office
163 O'Riordan Street
Mascot NSW 2020
Ph: (02) 9335 0555
Fax: (02) 9087 2981

QUEENSLAND
State Office
735 Boundary Road
Richlands QLD 4077
Ph: (07) 3365 0800
Fax: (07) 3365 0899

VICTORIA
State Office
111 Turner Street
Port Melbourne VIC 3207
Ph: (03) 9279 6500
Fax: (03) 9934 8274

ACT
State Office
90-94 Sheppard Street
Hume ACT 2620
Ph: (02) 6269 1100
Fax: (02) 6260 1744

SOUTH AUSTRALIA
State Office
11-13 Indama Street
Regency Park SA 5010
Ph: (08) 8243 8088
Fax: (08) 8243 8058

WESTERN AUSTRALIA
State Office
23 Miles Street
Kewdale WA 6105
Ph: (08) 9365 5200
Fax: (08) 9353 3104

TASMANIA
State Office
120 Campbell Street
Hobart TAS 7000
Ph: (03) 6232 4100
Fax: (03) 6231 1456

NORTHERN TERRITORY
State Office
63 Coonawarra Road
Winnellie NT 0820
Ph: (08) 8922 4224
Fax: (08) 8922 4294

THE APPLICANT

Information to be typed or in clear legible handwriting

Name of Applicant/or Trustee: _____

ACN: _____ ABN: _____

Registered Company Partnership Sole Trader Govt Department Trustee Other Incorporated

Full Trading Name: _____ ARBN: _____

Nature of Business: _____

Registered Office Address: _____

_____ POSTCODE: _____

Full Trading Address: (No PO Boxes) _____

_____ POSTCODE: _____

Address for Invoicing: _____

_____ POSTCODE: _____

Date Business Established: _____ Number of Office Staff: _____

Purchasing Contact: _____

 _____  _____

Purchasing Email Address: _____

Accounts Payable Contact: _____

 (Landline only) _____  _____

Accounts Payable Email Address: _____

Receive Statements by (Circle one only): **EMAIL** **FAX** **POST**

Average Monthly Requirement (Supplies) \$ _____ Initial Purchase Amount \$ _____

Full Name and Private Address of Directors/Proprietors/Owners:


1. _____

2. _____

3. _____

Issued Capital: _____ Bank: _____ Branch: _____

Trade References:

1. _____  _____ Years Trading with them: _____

2. _____  _____ Years Trading with them: _____

3. _____  _____ Years Trading with them: _____

TERMS AND CONDITIONS OF CREDIT

1. The applicant warrants that the information provided is accurate, correct and complete and is supplied for the purposes of obtaining credit.
2. The person/s signing below warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on their behalf.
3. The Applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Corporate Express Australia Limited, ABN 94 000 728 398 ("Corporate Express") stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any Products and/or Services that are supplied by Corporate Express to the Applicant will be on the basis of payment up front.
4. The parties agree that, if prior to formally approving credit, Corporate Express grants to the Applicant time to pay for any Products and/or Services supplied, it does so on these terms and conditions.
5. In the event of Corporate Express granting credit facilities to the Applicant then:
 - a) All accounts are to be settled in full within the agreed trading terms noted on the Corporate Express statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
 - b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies owing to Corporate Express shall immediately become due and payable. Corporate Express shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the date due for payment until the date of actual payment.
 - c) Any expense and/or costs or disbursements incurred by Corporate Express in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant.
 - d) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Corporate Express. In that event, all monies owing to Corporate Express will be immediately due and payable.
 - e) Corporate Express may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security or information as Corporate Express shall in its discretion think fit. Corporate Express shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.
6. **TRUSTS**
Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to Corporate Express.
7. **CHANGE OF OWNERSHIP/PARTICULARS**
The Applicant will notify Corporate Express no later than 14 days after any change of ownership, change in particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition in the Applicant's internal structure and senior management.
8. **PRIVACY ACT**
The Applicant and in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to Corporate Express obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist Corporate Express in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit for or provided to it. The Applicant further authorises and consents to Corporate Express obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or credit to it. For the purposes of this paragraph 'report' and 'information' include any credit report originating from a credit agency or any other record or information that has any bearing on the Applicant's credit worthiness, credit standing, credit history, credit capacity and personal information.
9. **LAW**
The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.
10. **TERMS AND CONDITIONS OF SALE**
The terms and conditions of sale appearing overleaf are expressly incorporated into these terms and conditions of credit and shall apply in respect of all sales made to the Applicant.
11. **Acknowledgement**
The applicant and signatories appearing below hereby acknowledge receipt of a copy of the Application and Corporate Express's terms and conditions of trading and agree to be bound by the same. If the application is received in electronic format, it is constituted as an original document. **All numbered pages of Application must be returned to Corporate Express in order for the application to be deemed complete.**

Signed for and on behalf of the Applicant _____

Signature _____

NAME _____ POSITION _____ DATE ____ / ____ / ____

DIRECTORS GUARANTEES

To be completed if requested. If not requested please leave blank. If completed Directors signatures must be witnessed.

In consideration of Corporate Express having agreed to our request to supply goods on the terms and conditions expressed on this form and to give credit to the Applicant specified below ("the Applicant"), we the undersigned directors, hereby guarantee the payment of all sums of money, interest costs and damages which the Applicant may now or hereafter be liable to pay Corporate Express. We further agree that upon default by the Applicant to pay such money, interest costs and damages to Corporate Express when due, that we will pay the same to Corporate Express upon demand. We further agree to indemnify Corporate Express against all losses and costs suffered as a result of each and every default by the Applicant and/or any default by us under this Guarantee. This Guarantee is continuing, irrevocable and joint and several and is a principal obligation. Our liability hereunder is absolute and shall not be affected by any other matter or indulgence granted to the Applicant by Corporate Express and which but for this provision might have operated as a release in whole or in part. We have obtained independent legal advice on our obligations under this Guarantee. We confirm our acceptance of and agreement to Clause 8 of Corporate Express's terms and conditions of credit set out in Section 2 of this Application (Privacy Act authorisation).

APPLICANT: _____

SIGNED SEALED AND DELIVERED BY

_____ <i>Director</i>	}	_____ <i>Witness</i>
_____ as Guarantor in the presence of	}	_____ <i>Name of Witness</i>

SIGNED SEALED AND DELIVERED BY

_____ <i>Director</i>	}	_____ <i>Witness</i>
_____ as Guarantor in the presence of	}	_____ <i>Name of Witness</i>

"Privacy Statement: All personal information collected in the Credit Application process, including credit reference reports obtained from third parties, is use for the purpose of account establishment, payment and administration. It is not disclosed to any third party, except for agents and advisors used in the debt collection process. Customer information may also be used by Corporate Express Australia Limited for account servicing and direct marketing purposes."

OFFICE USE ONLY

ACCOUNT MANAGER / SALES REPRESENTATIVE USE (This section must be completed to enable account to be opened)

Branch / State / National Manager's Authorisation _____ Sales Representative _____

Invoice Yes / No With Goods Weekly Monthly Consolidated

Delivery Docket Yes / No Priced Unpriced Courier Run _____

NATIONAL CREDIT MANAGER USE (This section must be completed to enable account to be opened)

Approved Yes / No Credit Manager's Authorisation _____

Credit Agency Report Yes / No Credit Limit Approved _____ Date ____/____/____

New Account Advice to Customer Yes / No

SET UP BY IMPLEMENTATION

Name _____ Date ____/____/____

TERMS AND CONDITIONS OF SALE

1. **SCOPE**

All goods and services ("Products") supplied by Corporate Express Australia Limited ABN 94 000 728 398 ("CE") are supplied on these terms and conditions, with the exception of liquor products which have additional terms and conditions of sale. No variation to these Terms and Conditions is permitted unless expressly accepted by Corporate Express in writing.

2. **ORDER ACCEPTANCE**

No order shall be binding on CE until accepted by CE. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by CE of an order from the Customer. CE reserves the right to accept any order in whole or in part. Where CE makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by CE.

3. **PAYMENT TERMS**

All credit orders are accepted by CE subject to satisfactory credit approval of the Customer, and are governed by CE' credit terms and conditions in force at the time of order placement, including the right to charge interest. Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products or Services supplied is required on delivery. Where credit has been granted, payment for the Products or Services is to be made on or before 30 days from the date of invoice, or 15 days from the date of a consolidated monthly statement, whichever is the earlier, except in the case of software licences, where payment must be made within 7 days of invoice date. Payment must be made in full without set off or deduction. CE will investigate any disputed amounts, and if resolved in favour of the Customer, a credit will be issued to the Customer.

4. **TITLE OF PRODUCTS**

- a) Ownership in the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise, to CE.
- b) Risk in the Products will pass on delivery to the Customer. Delivery may not be refused by the Customer.
- c) The Customer grants to CE, its agents and servants, leave and licence to enter at any time on and into any premises occupied by the Customer to inspect, search for or remove any of the Products.
- d) If the Products are sold by the Customer, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of CE, to hold the proceeds of sale on trust for CE, in an account in the name of CE, until payment in full for the Products is made to CE.

5. **DELIVERY**

- a) CE reserves the right to charge for delivery of the Products at any time, notwithstanding that it may not have previously done so. Administrative fees may also be imposed for orders under certain dollar values. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by CE.
- b) A handling fee may be incurred on all orders.

6. **RETURNS**

Any Products, which are damaged or defective, delivered after their "use by" or "best before" date, or which are not otherwise in accordance with the Customer's order, may be returned to CE within 14 days of delivery, at no cost to the Customer.

The Customer may otherwise return Products to CE and obtain a credit:

- a) except for specially purchased Products, Products specifically tailored for the Customer's requirements, IT consumables, computer hardware, furniture, and canteen products which may not be returned;
- b) provided that it does so within 14 days of delivery and a return authorisation is obtained from CE;
- c) provided that the Products are in their original packaging, unopened, of a current make and model, and otherwise as new and in a saleable condition;
- d) at the Customer's own expense, or to the Customer's account; and
- e) on the basis that risk in the Products remains with the Customer until the Products are received by CE, and that a restocking or return fee may be charged.

Notwithstanding the provisions of this clause 6, Corporate Express will not accept a returned Product where the Customer has caused the Product to become unmerchantable or failed to take steps to prevent the Product from becoming unmerchantable or the Product has become damaged by abnormal use whilst in the possession of the Customer.

7. **CUSTOMER SPECIFIC STOCK**

Where CE has agreed to procure and/or warehouse and/or distribute Products specifically for the Customer, the Customer must, within 30 days of request, purchase all stock then warehoused and held at the then prevailing supply price. Where the Customer does not do so, CE may dispose of the affected Products without liability for any loss or damage suffered by the Customer as a result. The Customer indemnifies CE against all claims, demands, loss, costs and expenses incurred by or made against CE, arising out of any actual or alleged infringement of patents, copyright, trademarks, design rights or other intellectual property rights, by any logo, design, copyright or other material that CE may use, print or reproduce at the Customers request.

TERMS AND CONDITIONS OF SALE

8. **LIABILITY**

Except for those required or implied by legislation, CE gives no express warranty in relation to products and services supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of CE. Certain legislation may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of CE under or arising out of the supply of Products and Services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of CE to:

- a) If the breach relates to Goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- b) If the breach or liability relates to Services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Except to the extent the law provides that liability is not able to be excluded, CE shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by CE or the failure of CE to comply with these terms and conditions.

9. **CONFLICTS**

These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, CE will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. CE reserves the right to change these Terms and Conditions at any time. Additional terms and conditions also apply when order is placed via NetXpress, which are displayed on NetXpress.

10. **GST**

CE reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect of the supply of Goods and Services to the Customer.

11. **JURISDICTION**

These terms and conditions are governed by and will be construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of that state.

12. **NO WAIVER**

The failure by CE to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.

13. **LIQUOR TERMS**

- a) All liquor and products containing alcohol ("Liquor") supplied by CE Australia Limited ABN 94 000 728 398 ("CE") are supplied on these terms and conditions. No order shall be binding on CE until accepted by CE. An individual contract for the supply of Liquor, on these terms and conditions, is formed on acceptance by CE of an order from the Customer identified on this invoice/ delivery docket ("Customer").
- b) Liquor is sold pursuant to the following licences, depending on where the sale occurs:
 - Victorian Liquor Licence 36067246;
 - ACT Liquor Licence 14005518;
 - Tasmanian Liquor Licence 74819457; or
 - NSW Packaged Liquor Licence LIQP770010022.
- c) Both the Customer and the person placing the order for Liquor warrant to CE that:
 - (i) he or she is not under the age of 18 years;
 - (ii) he or she is not procuring the Liquor for or on behalf of a person who is under the age of 18 years; and
 - (iii) a person over the age of 18 years will be available to accept delivery at the Customer's place of business .

Both the Customer and the person placing the order for Liquor will and do indemnify CE from and against any claim made against, or loss, expense, fine or penalty incurred by, CE arising out of a breach of this warranty.