

CREDIT APPLICATION

STG SERVICE USE ONLY

Customer

Contact Name

BUSINESS INFORMATION

Company Name

Trading Name

Street Address

Post Code

Postal Address

Post Code

ABN

ACN

Type of Business

 Corporation Partnership Sole Trader

Date Commenced

Nature of Business

Directors/ Partners Full Name

Directors/ Partners Address

ACCOUNTS PAYABLE CONTACT INFORMATION

Name

Phone Number

Fax Number

Email

BANKING INFORMATION

Bank Name

Credit Required (\$)

BSB Number

Account Number

Bank Address

TRADE REFERENCES (Full Names and Email Address)

1. Company

Phone Number

Fax Number

Email

Contact Name

2. Company

Phone Number

Fax Number

Email

Contact Name

3. Company

Phone Number

Fax Number

Email

Contact Name

CREDIT APPLICATION

I/We hereby apply for the opening of a credit account with STG Service Pty Ltd and warrant that the information provided above in support of this application is accurate and true.

I/We understand and agree that pursuant to this agreement all sums payable to STG Service Pty Ltd shall be made in full not later than 30 days from end of month of date of invoice or on such terms as STG Service Pty Ltd may otherwise notify in writing.

I/We understand and agree that interest at 15% pa computed daily is payable and will be charged on all overdue balances.

I/We understand that the credit amount granted will only apply to small items such as parts and will not apply to the sale of tanks or trucks. These types of purchases are classed as capital purchases and will require payment upon dispatch.

The Terms and Conditions of Sale attached form part of these Terms and Conditions and I/We agree to abide by and be bound by the same.

Upon approval and acceptance of this application a binding agreement will be formed between STG Service Pty Ltd and the Applicant.

We acknowledge receipt of your "Standard Conditions of Contract for Sale and agree that the sale of each item of the goods and/ or equipment or provision of services is subject to your Standard Conditions of Contract of Sale.

PLEASE NOTE: This Credit Application cannot be considered unless it is completed in its entirety. We will notify you as soon as possible regarding the result of this application.

PRIVACY POLICY

STG Service Pty Ltd (ABN: 44 624 092 888) shall hereinafter be referred to as the 'CREDIT PROVIDER'.

1. The Applicant/s hereby acknowledge that they have been informed by the CREDIT PROVIDER that the personal information about them may be disclosed to or acquired from a credit reporting agency.
2. The Applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the CREDIT PROVIDER to a credit reporting agency.
3. The Applicant/s hereby agree that the CREDIT PROVIDER may contact any trade references or other credit facilities at any time whether now or in the future for the purpose of assessing credit worthiness.
4. The Applicant/s agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
5. The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the CREDIT PROVIDER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
6. The Applicant/s hereby agrees to the CREDIT PROVIDER obtaining from a business, which provides credit information a report or information in relation to my/, our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
7. The Applicant/s hereby agrees that in the event of default of payment of my debts that the CREDIT PROVIDER may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding

Full Name Director

Signature

Position Held

Date

CREDIT APPLICATION

PRIVACY POLICY

1. DEFINITIONS (Unless the context otherwise requires):-

- 1.1 "Buyer" means the Buyer name on the Invoice/Quote Form
- 1.2 "Contract" means the Contract incorporating these Terms and Conditions and the Invoice/Quote Form
- 1.3 "Invoice" means Invoice or Contract
- 1.4 "Quote" means Proposal or Quotation
- 1.5 "Deposit" means the deposit specified in the Invoice/Quote Form
- 1.6 "Goods" means the goods described in the Invoice/Quote Form and includes any associated equipment/accessories, parts, attached to, or tools supplied with the Goods
- 1.7 "GST" means that the tax that is payable under the Goods and Services Tax Act 1999, as amended
- 1.8 "Person" includes a corporation
- 1.9 "Purchase Price" means the price payable for the goods, including GST, as indicated in the Invoice/Quote Form
- 1.10 "Terms Contract" means the item of machinery or equipment identified as such in the Invoice/Quote Form
- 1.11 "Trade In" means the item of machinery or equipment identified as such in the Invoice/Quote Form
- 1.12 "STG" means STG Service Pty Ltd

2. OFFER AND ACCEPTANCE

- 2.1 Any quote made by STG is not an offer to sell and no order given in pursuance of any quotation shall be binding until accepted by STG in writing.
- 2.2 These Terms and Conditions of Sale represent the only terms and conditions authorised and accepted by STG and shall apply to and form part of any contract arising from acceptance in writing by STG or any order placed by the Buyer.
- 2.3 Any order placed by the Buyer for goods embodying terms inconsistent with these Terms and Conditions shall be deemed to be excluded from this Contract.
- 2.4 Any variation of these Terms and Conditions shall be inapplicable unless agreed to in writing by STG.

3. DEPOSIT

- 3.1 The Buyer is not entitled to a refund of the Deposit if:
 - 3.1.1 It has been paid under a contract where STG is requested by the Buyer, or is required, to import Goods of specifications nominated by the Buyer and the Buyer fails to complete the contract other than through the fault of STG: or
 - 3.1.2 It is paid under a Terms Contract and the Buyer Defaults under that contract and does not remedy that default; or
 - 3.1.3 It is paid under a contract which does not proceed for any reason, other than through the default of STG, and STG incurs expenditure under the Contract.
- 3.2 If STG is entitled to the Deposit pursuant to clause 3.1 and the Contract did not proceed by reason of the Buyer not having obtained finance and the Buyer notified STG that it was unable to do so as required by clause 6.2 then STG will refund to the Buyer any balance Deposit remaining after STG has reimbursed itself for all expenditure incurred under the contract.

4. PAYMENT

- 4.1 The Buyer must pay the balance Purchase Price for the Goods to STG when notified that the Goods are available for Delivery to the Buyer or in line with terms and conditions pursuant to their credit account.
- 4.2 Any payment to be made by the Buyer shall be deemed not to have been made until received by STG in cleared funds.

5. DELIVERY

- 5.1 Delivery of the Goods shall be made by STG notifying the Buyer that the Goods are available for collection at STG's premises or for Delivery to such place and on such terms as agreed between STG and the Buyer at the time the order is placed.
- 5.2 STG will use its best endeavours to deliver the Goods on or before the Delivery Date. Time is not of the essence of this contract in relation to Delivery.
- 5.3 STG will not be responsible for any undue delay or failure to deliver or perform by reason beyond STG's control or for any contingent or consequential loss or damage arising from such delay or failure.

6. FINANCE

- 6.1 Where this Contract is subject to finance, the Buyer must immediately make application for such finance and do all things reasonable and necessary to obtain finance approval. The Buyer must notify STG on or before the Approval Date whether it has been able to obtain finance.
- 6.2 If the Buyer has notified STG by the Approval Date that it has been unable to obtain approval for finance, then subject to the provision of clause 3, this Contract shall be at an end and the deposit refunded to the Buyer provided however that the Buyer shall be bound to complete the purchase unless it notifies STG in writing on or prior to the Approval Date that finance has not been approved.

7. BUYER'S RISK

- 7.1 Risk of loss or damage to the Goods shall pass to the Buyer on delivery to or collection by the Buyer of the Goods.

CREDIT APPLICATION

8. RETENTION OF TITLE

- 8.1 Until the Goods are paid for in full;
- 8.1.1 Ownership of the Goods shall remain with STG but the risk shall pass to the Buyer as provided for in clause 7;
- 8.1.2 The Goods are held by the Buyer as fiduciary as bailee for STG

9. DEFAULT BY BUYER

- 9.1 The Buyer unless otherwise agreed in writing, shall have no right to cancel an order which has been accepted by a Seller. If a right of cancellation is expressly reserved to the Buyer, such right of cancellation must be exercised by notice in writing from the Buyer to the Seller with which the order has been placed not later than 7 days prior to the estimated date of shipment by the Seller. Unless otherwise agreed between the Buyer and Seller, upon cancellation prior to shipment any deposit paid by the buyer shall be forfeited to the Seller. Despite that cancellation of any order for any reason, the Buyer must still purchase from the seller any goods ordered by the Buyer which constitute Exclusive Goods (whether instore, in transit or being manufactured) which were procured or ordered by the seller before such cancellation, unless otherwise agreed in writing by the Seller.
- 9.2 The Buyer will also be in default if:
 - 9.2.1 it ceases to carry on its business or threatens to do so;
 - 9.2.2 it becomes insolvent;
 - 9.2.3 it commits an act of bankruptcy;
 - 9.2.4 in the case where the Buyer is a Company, an Administrator is appointed or a receiver or receiver and manager are appointed to any of its assets;
 - 9.2.5 a petition is presented for its winding up;
 - 9.2.6 it enters into any arrangement with its creditors.

10. WARRANTY

- 10.1 In the case of new Goods, the only warranties which apply are the warranties provided by the manufacturer of the Goods and STG in relation to the modules.
- 10.2 In the case of used Goods, STG warrants that the Goods shall be in good working order from the date the Goods are available for delivery or collection, this meaning that used Goods are sold in a "as is where is" condition.
- 10.3 Any warranty work necessary under the terms of this warranty shall be performed by STG or a person authorised by STG and the benefit of any warranty hereunder shall not be transferable.

11. LIMITATION OF LIABILITY

- 11.1 At the time of Delivery of the Goods, the Buyer must satisfy itself that the Goods are in accordance with the description contained in this Contract.
- 11.2 To the extent permissible by law all conditions, warranties and liabilities, whether expressed or implied, which are not expressly set out herein, are excluded. Without limiting the generality of the preceding sentence and to the extent permissible by law, STG shall not be liable for any loss or damage (including special or consequential loss or damage) arising out of or in connection with this Contract or the supply of goods pursuant thereto whether caused by negligence on the part of STG or any person acting with or without the authority of STG or by breach of any terms, conditions or warranty whether expressed or implied.

12. PROPER LAW

- 12.1 This Contract shall be governed by and interpreted in accordance with the laws of the State in which STG has its place of business.

13. NOTICES

- 13.1 Any notice given by one party to the other relating to any matter arising under this Contract may be given by post, facsimile, email or hand to or at the address set out in the Order Form.

14. TIME IS OF ESSENCE

Time is of the essence in relation to all matters arising under this Contract

STG SERVICE USE ONLY

Date Received		Credit Limit Approved	
Account Number		Customer Notified	
Approved By		Approval Date	
Credit Reference Received	1.	2.	3.
Comments/ Notes			