

Confidential



Credit Application

Applicant's Details	Registered Company Name:		
	Commencement Date of Business:		
	ABN:	ACN:	
	Full Trading Name:		
	Delivery Address:		
		City:	State:
	Nature of Organisation (please tick):		
	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company
	<input type="checkbox"/> Trustee – Trust Name, ABN & Director of the Trust		
	<input type="checkbox"/> Other – Please Specify:		
Phone:	Mobile:		
Email:			

Director/ Sole Trader/Partner Details	Given Name/s:	Surname:	
	Residential Address:		
		City:	State:
	Phone:	Mobile:	
	Email:		

2 nd Director/Partner Details	Given Name/s:	Surname:	
	Residential Address:		
		City:	State:
	Phone:	Mobile:	
	Email:		

Trade References (excludes other tobacco companies, credit cards, landlords or utilities suppliers)	1.	Phone:
	2.	Phone:
	3.	Phone:

Anticipated Weekly Spend	\$
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(NSW Only) Tobacco Retailer Notification (TRN)	
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(WA Only) Tobacco Licence Number (TLN)	
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Turn over for Terms & Conditions

Contact Richland Brands



+61 2 9896 2888



Accounts@richlandbrands.com.au

Conditions of Account

1. Richland Express Pty Limited (trading as Richland Brands) (ABN 52 127 488 340) (**we, us or our**), provided that we accept your application for credit, will supply the goods marketed under Richland Brands (**Goods**) to you, on credit, subject to the terms and conditions contained in these Conditions of Account (**Conditions**).
2. These Conditions are in addition to, and are to be read in conjunction with, any terms and conditions of supply in relation to the Goods that are entered into between the Parties (Supply **Contract**).
3. The credit terms are 7 days from the date of the invoice (**Credit Terms**). The account is to be maintained strictly within the Credit Terms. If you fail to pay all monies due and owing to us before or on expiry of the Credit Terms, the full balance of your account will become payable on demand, as a debt immediately due and payable (Debt). Payments made by credit card will incur a surcharge of 0.98%.
4. Late payment of any Debt may carry interest at a rate equal to the [Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum], calculated daily and compounding monthly, on any amounts unpaid after the expiry of the Credit Terms, and allow us to suspend your credit facility in our absolute discretion.
5. Property and clear title to the Goods hereby sold shall not pass unless and until all Goods whatsoever supplied by us to you have been paid in full. Until such time as the Goods have been paid for in full:
 - a) we have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods; and
 - b) we will be entitled, at any time and without notice, to enter upon any property where the Goods are stored or where we reasonably believe they are stored for the purpose of exercising our rights under this Agreement; and
 - c) you grant us such rights of access and consents, and will provide us with such reasonable assistance necessary, to enable us to exercise such rights.
6. Risk in the Goods will pass to you upon pickup by you, or delivery by us, of the Goods (as applicable) and you are liable for any loss, cost, damage or expense, however incurred or occasioned (**Loss**), to the Goods, after risk in the Goods passes to you.
7. To the maximum extent permitted by law, you acknowledge and agree that we shall not be liable for any Loss for failure or delay in delivery due to any cause whatsoever beyond our control.
8. You acknowledge and agree that these Conditions constitute a security agreement in favour of us under *the Personal Property Securities Act 2009 (Cth)* and that we may register our security interest in the relevant Goods, and in the proceeds of sale of the Goods, on the Personal Property Securities Register (**PPSR**). You acknowledge and agree that in the event of your default under these Conditions or any Supply Contract, we may exercise any and all remedies available to us as a secured party, including over any prior Goods supplied to you where the invoices have been paid for by you.
9. You understand that clear title and ownership of the Goods will pass to you only after we receive payment in full of all accounts under these Conditions and account trading terms may only be altered by arrangement confirmed in writing with us.
10. Any complaint as to incorrect charges, non-delivery or non-compliance of the Goods must be made in writing within 48 hours of the receipt of the invoices rendered in respect of the Goods, otherwise, to the maximum extent permitted by law, the relevant Goods shall be deemed correctly charged and delivered in accordance with these Conditions and the relevant Supply Contract, and we shall be discharged from all liability whatsoever with respect to such discrepancy, non-delivery or non-compliance.
11. A certificate signed by any person in your employ shall be prima facie evidence of the delivery of Goods charged to this account, the condition of such Goods, details of the amount due and owing hereunder, and of any other matter of fact set out in such certificate and such certificate may be used in any court proceedings.
12. You certify that the details on the Credit Application Form are true and correct and authorise us to use all information (including personal information) provided by you to contact and communicate with the persons concerned, for internal record keeping, business development and marketing (including direct marketing).
13. To the fullest extent permitted by law, all conditions, warranties and representations not expressly made in writing in relation to a particular order of particular Goods are hereby expressly negated and excluded.
14. Unless and until we approve in writing any changes of proprietorship, or change in any other particular set out in the Credit Application Form, the parties named in the Credit Application Form shall remain liable for any Goods and/or services supplies or provided or otherwise charged to this credit account.
15. Liability shall be joint and several if there is more than one proprietor or applicant and these Conditions shall be binding on a proprietor's/applicant's successors and assigns.
16. You agree that we may obtain and disclose consumer credit information about you from and to: (a) credit reporting agency to assess this application and to assist recovery action (Privacy Act 1988 s18K(1)(b)&(h)); and (b) any credit provider named by you or mentioned in a credit reporting agency report to assess the credit application, notify details or loan status where an

account with another provider is in default, or assess credit worthiness. This information may include information as to your credit worthiness, credit standing, credit history or credit capacity (Privacy Act 1988 s18N(1)(b)).

17. We reserve the right to refuse your application and/or revoke your credit facility at any time in our sole discretion, without notice to you and without incurring any liability.

18. We reserve the right to engage debt recovery agents for the purpose of recovering monies due and owing under these Conditions and any relevant Supply Contract within 20 calendar days after the expiry of the Credit Terms, at your cost.

19. These Conditions are governed by and will be construed in accordance with the laws of NSW and the Commonwealth of Australia and the courts of NSW and the Commonwealth of Australia will have non-exclusive jurisdiction to hear any dispute.

The applicant agrees to pay all monies which are now or may in the future become owing to Richland Brands and to be bound by the Conditions of Account as set out herein.

I certify that the above information is true and correct and that I am authorised to make this application.

I/We, a/the Director(s) of the applicant to this Credit Application Form (**Applicant**), in consideration for you supplying Goods to the Applicant named above, hereby guarantee the due and punctual payment of every debt and liability incurred by the Applicant in accordance with these Conditions and any relevant Supply Contract, from time to time, and hereby indemnify you for any Loss suffered or incurred as a result of any default by the Applicant. I/We will make any due payments to you upon written demand being left at or sent by pre-paid post to PO Box 8250, Blacktown NSW 2148.

I/We will pay all reasonable expenses, costs or disbursements that you incur in recovering any outstanding monies, including debt collection fees and legal costs, as a result of the Applicant's default under these Conditions or any relevant Supply Contract.

I/We acknowledge and agree that this guarantee is a continuing guarantee and in relation to every debt and liability is a principal obligation, and the liability under this guarantee is absolute and will not be affected by any circumstance, act or omission which, but for this provision, might affect it in law or in equity.

The guarantee is governed by, and will be construed in accordance with the laws of NSW and the Commonwealth of Australia and the courts of NSW and the Commonwealth of Australia will have non-exclusive jurisdiction to hear any dispute.

Executed as a Deed Poll

APPLICANT	
Name:	
Position:	
Signature:	
Date:	

WITNESS	
Name:	
Signature:	
Date:	

Please email your completed Credit Application Form to: Accounts@richlandbrands.com.au

