

APPLICATION FOR CREDIT AND TERMS OF TRADE

APPLICANT'S DETAILS

Name of Applicant (full legal name): _____
 Trading Name (if different from above): _____

Type of Organisation:	Company	Companies Office No. _____	
	Sole Trader	Partnership	Other _____

Nature of Business: _____
 Physical Address: _____
 Postal Address (if different from above): _____
 Telephone: _____
 E-mail: _____

Contact Name for Purchases: _____	Purchasers Email: _____
Contact Name for Accounts: _____	Accounts Email: _____
Date Commenced Trading: _____	No of Staff: _____
Do you require an order number? _____	Email for Invoices/Statements: _____

DIRECTOR'S/PROPRIETOR'S/PARTNER'S DETAILS

Full Name	Residential Address	Telephone	DOB
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TRADE/BUSINESS REFERENCES

Organisation Name	Contact Name	Customer Number	Telephone Number
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Has any person named in this application ever been declared a bankrupt or been the director of a failed company? If yes, give details.

NO YES _____

Has this business or any person named in this application ever been involved with a creditor pooling/repayment arrangement or a liquidation or receivership? If yes, give details.

NO YES _____

I/we the undersigned have been given a copy of, and read and understood, the terms of trade for Unismart Apparel Ltd T/A Southern Workwear ("Southern Workwear") set out overleaf (the "Agreement") and agree to abide by them. In particular, I/we understand that:

- Where this application for credit is made by a company, I/we the undersigned do jointly and severally agree to pay that company's liabilities to Southern Workwear in accordance with clause 4 of this Agreement if the company fails to do so. I/we have been advised to take independent legal advice in relation to my/our obligations as Guarantors and I/we have either chosen not to do so or have done so and are happy to proceed with this Agreement and Guarantee.
- I/we understand that title in all goods supplied remains with Southern Workwear until paid for accordance with clause 6 of this Agreement.
- I/we authorise Southern Workwear to make enquiries and provide information about me/us to credit reference agencies and other persons in accordance with clause 13 of this Agreement. I/we hereby authorise any person or company to provide information to Southern Workwear on my/our creditworthiness.

SIGNED THIS DAY OF 20

Name	Position Title	Signature
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OFFICE USE ONLY

Approved for Opening YES NO	Customer advised ____/____/____	Salesperson advised ____/____/____	Account No Run Ref
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Credit Limit: _____
 Approved by: _____ Date: _____
 Other Notes: _____

1. **Acceptance of terms:** Both this Application for Credit and these Terms of Trade (together “the Agreement”) are the entire Agreement between Southern Workwear (“Southern Workwear”), the Applicant (“the Purchaser”), and the guarantors (if any) (“the Guarantors”) for the supply of goods (“the Goods”) to the Purchaser and supersedes any representation, agreements and other communications made by Southern Workwear. This Agreement applies to every purchase of goods made by or on behalf of the Purchaser.
2. **Credit Limit:** Southern Workwear may impose a credit limit on the Purchaser’s account and may change that credit limit from time to time without prior notice.
3. **Terms of Payment:** The Purchaser must pay the purchase price of any Goods, together with any associated charges and GST, to Southern Workwear by the 20th day of the month following the purchase. All overdue accounts are to bear interest at the sole discretion of Southern Workwear. If charged, interest is payable at the rate of 2% per month calculated on a daily basis from payment due date until the time of actual payment but without prejudice to Southern Workwear’s other rights and remedies in respect of any default. All amounts payable to Southern Workwear are to be paid in full without any deduction. The Purchaser is to pay to Southern Workwear any expenses, disbursements and legal costs incurred by Southern Workwear in the enforcement of any rights contained in this Agreement, including any reasonable solicitor’s fees or debt collection agency fees.
4. **Guarantors’ responsibilities:** In consideration of Southern Workwear supplying the goods to the Purchaser, the Guarantor(s) jointly and severally, irrevocably and unconditionally guarantee the punctual payment of all amounts payable by the Purchaser to Southern Workwear and the punctual performance of all the Purchaser’s obligations to Southern Workwear.
5. **Quotes:** Where a quotation is given by Southern Workwear for goods, the quotation is to be valid for one month from the date of issue. The Purchaser cannot cancel any purchase order for procured Goods accepted by Southern Workwear and is bound by the quoted price.
6. **Retention of title and security interest:** Southern Workwear retains all property, title or ownership in any Goods supplied to the Purchaser until payment in full is made for those Goods. The Purchaser grants to Southern Workwear a purchase money security interest in the Goods supplied (whether on consignment, in the ordinary course of business or otherwise) either to enable the Purchaser to acquire rights to the Goods or to secure all obligations of the Purchaser under this Agreement. The Purchaser agrees at its own cost to take all steps necessary and to provide Southern Workwear with all information necessary to register, maintain and if necessary enforce a financing statement over the Goods or their proceeds and will advise Southern Workwear immediately in writing of any changes to its name or other relevant information. The Purchaser waives any right to receive a copy of the verification statement of any financing statement. Southern Workwear may require the Purchaser to pay all reasonable costs, including legal costs, associated with the discharge or amendment of any financing statement registered by Southern Workwear, whether or not the change was initiated by the Purchaser.
7. **Delivery:** Unless the parties otherwise agree, the cost of delivery is to be met by the Purchaser. Southern Workwear is not liable for any direct or indirect consequences of delay in delivery.
8. **Risk:** If Southern Workwear arranges delivery of the Goods, then all risk of loss of, or damage to, the Goods (the “Risk”) passes to the Purchaser on delivery of the Goods to the Purchaser. However, if the Purchaser arranges delivery of the Goods, then the Risk passes to the Purchaser when the Goods leave the premises of Southern Workwear.
9. **Vendor’s warranties:** The Purchaser agrees that the Consumer Guarantees Act 1993 does not apply to any transaction with Southern Workwear where the Purchaser acquires goods or services for the purposes of a business as set out in sections 2 and 43 of that Act. Where the Purchaser is a “supplier” as defined in s2 of that Act, then the Purchaser is to contract out of that Act to the extent permitted by law, and is to notify any consumer prior to any sale of any defects or limitations in the Goods and any expressed purpose for which the goods are not suitable. The Purchaser is not to represent to its customers that repair facilities or replacements will be available without Southern Workwear’s prior approval in writing.
10. **Limitation of Liability:** Except as provided in this Agreement, Southern Workwear is not to be liable in any way (including liability for negligence or otherwise in tort or in equity and including liability) to the Purchaser or to any person in connection with the Goods supplied or not supplied or the exercise of Southern Workwear’s rights under this Agreement. In particular, but without limiting the foregoing, Southern Workwear (and its agents) will not be liable for any loss of income, profits, savings or goodwill or for any indirect or consequential loss or special or exemplary damages. Southern Workwear is not liable for delay or failure to perform its obligations under this Agreement if the cause of that delay is beyond its control.
11. **Returns:** Faulty, defective or mis-described goods (“Faulty Goods”) may be returned to Southern Workwear for compensation in accordance with clause 12. However, unless they are Faulty Goods, procured or customised Goods cannot be returned. Any other Goods may be returned to Southern Workwear by the Purchaser for a credit provided the Purchaser complies with the returns policy of Southern Workwear from time to time and Southern Workwear agrees to accept their return. All goods returned must be current styling and labeling, and returned in re-saleable condition. All goods returned must quote an original invoice documentation number or photocopy. In all cases where goods are returned due to purchaser error, the cost of the freight is to be borne by the purchaser. If a credit is requested for goods supplied but no longer required by the purchaser for reasons attributable to purchaser error then Southern Workwear reserves the right to refuse credit, but may in some circumstances do so to facilitate purchaser goodwill. In these cases Southern Workwear may apply a “restocking fee” equivalent to 10% of credit value.
12. **Compensation for faulty goods:** If the Purchaser believes that it has been supplied with Faulty Goods then the Purchaser must advise Southern Workwear within 14 days of the fault being identified. Southern Workwear will then collect the Goods or arrange for their collection from the Purchaser and will assess the Goods and determine whether they are Faulty Goods. If in the opinion of Southern Workwear or its agent the Goods returned are Faulty Goods, and either Southern Workwear or the manufacturer is responsible for the Goods being Faulty Goods, then Southern Workwear will at its option repair or replace the Faulty Goods or pay or credit compensation to the Purchaser or its account an amount not exceeding the purchase price of the Goods. All goods being deemed faulty must be cleaned prior to return. Notwithstanding anything in this Agreement, any liability of Southern Workwear under this Agreement is limited to the purchase price of the Goods.
13. **Privacy:** The Purchaser and Guarantors authorise Southern Workwear to collect, retain and use any information about them from any person or agency for the purpose of assessing their credit worthiness, enforcing their rights under this Agreement or marketing goods provided by Southern Workwear to any person. The Purchaser authorises Southern Workwear to disclose any information obtained to any person for these purposes.
14. **Assignment:** Neither the Applicant nor the Guarantors may transfer any right or benefit under this Agreement. Southern Workwear may transfer its rights and obligations under this Agreement.
15. **Termination:** Without limiting any other remedy it may have, Southern Workwear may terminate this Agreement if the Purchaser fails to meet any of its obligations to Southern Workwear by any due date. Upon termination of the Agreement, all indebtedness of the Purchaser to Southern Workwear is immediately due and payable. Either party may terminate this Agreement at any time and for any reason by giving the other party notice of that intention in writing. Upon termination, each party is to return all property belonging to the other in whatever form possessed or under the control of that party.
16. **Miscellaneous:** Southern Workwear reserves the right to correct any typographical or clerical errors in any process of quotation or contained in an order or quote. Southern Workwear may in its absolute discretion change this Agreement at any time by sending at least 30 days’ notice in writing of the change to the Purchaser’s last known address. Southern Workwear shall not be deemed to have waived any right to do anything unless that waiver is in writing and signed by an authorised manager of Southern Workwear. The illegality, invalidity or unenforceability of any term of this Agreement is not to affect the legality, validity or enforceability of any other term.