

## APPLICATION FOR CREDIT ACCOUNT

PLEASE TICK IF YOU ARE A:

 SOLE TRADER ☐

 PARTNERSHIP ☐

 COMPANY ☐

 TRADING TRUST ☐

 SHIRE/GOVT ☐
**COMPANY/BUSINESS NAME:**

TRADING NAME (if different to above):

ABN:	ACN:
BUSINESS ESTABLISHED FOR ____ YEARS	NATURE OF BUSINESS:

BUSINESS ADDRESS:

SUBURB:	STATE:	POSTCODE:
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POSTAL ADDRESS:

SUBURB:	STATE:	POSTCODE:
PHONE:	FAX:	
EMAIL:		

**ACCOUNTS OFFICER**

NAME:	PHONE:
EMAIL:	

BANKING INSTITUTION:	BRANCH:
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**PLEASE SUPPLY THREE (3) TRADE/BUSINESS REFERENCES:**

NAME:	PHONE:	FAX:

HAS YOUR BUSINESS TRADED WITH US BEFORE?	YES <input type="checkbox"/> NO <input type="checkbox"/>
DO YOU QUOTE ORDER NUMBERS?	YES <input type="checkbox"/> NO <input type="checkbox"/>

FULL DETAILS OF ALL DIRECTORS		
NAME	ADDRESS	MOBILE

DIRECTOR/S GUARANTEE
<p>I the undersigned acknowledge my obligation on behalf of the authorised signatory (Applicant), for the repayment of all debts/monies owing within the stated Terms &amp; Conditions to Zest Image Pty Ltd Provider of Account Credit Terms).I guarantee all debts to be paid within Zest Image (Aust) Pty Ltd terms &amp; note that payment shall not be waived or affected by any indulgence granted to us, the Customer.</p>

DIRECTORS NAME:	SIGNED:
ADDRESS:	
DATE:	

DIRECTORS NAME:	SIGNED:
ADDRESS:	
DATE:	

OFFICE USE ONLY				
Receipt of Application	Date:		By:	
Trade Reference Checked	Date:		By:	
Approved for Credit	Date:		By:	
Approved Credit Terms	14 days	Date:	30 days	Date:
Authorised by:	Name:		Title:	

## TERMS & CONDITIONS

### 1. General

The whole of this Agreement between Zest Image (Aust) Pty Ltd and the Applicant referred to in the Credit Application ("Customer") is set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) that are and/or parts and/or contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving and/or supply of all or a portion of the goods and/or materials &/or equipment labour and/or services ("Goods"), the Customer shall be deemed to have accepted these Terms to the exclusion of all others.

### 2. Credit (Offered) Terms of;

2.1 Payment is due on or prior to fourteen (14) days or thirty (30) days – dependent on the term designated by Zest Image (Aust) Pty Ltd, from the date of statement rendered in respect of the supply of Goods unless otherwise stated in writing by Zest Image (Aust) Pty Ltd. We Zest Image (Aust) Pty Ltd reserve the right to withhold supply in the event of non-payment.

2.2 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by Zest Image (Aust) Pty Ltd for pursuit and recovery of debts/monies due from the Customer.

### 3. Title of Goods

All Property and Goods sold by Zest Image (Aust) Pty Ltd shall not pass ownership from Zest Image (Aust) Pty Ltd to the Customer until they have been paid for in full by the Customer and all monies, cheques, transactions have been fully cleared and completed.

### 4. Risk of Damage

The risk of damage, loss or deterioration of any Customised Signage/Goods will pass to the Customer upon the date of notification by Zest Image (Aust) Pty Ltd to the Customer that Goods are available for collection. By agreeing to these Terms & Conditions the Customer acknowledges that they accept the risk for loss or damage to goods where payment has not been fully met by the Customer. If any monies are overdue or cheque payment by the Customer has failed at presentation, Zest Image (Aust) Pty Ltd received the right to take physical recovery of the goods via its representatives or agents.

### 5. Property

All sums outstanding become immediately due and payable if the Customer makes default in paying any other sums due to Zest Image (Aust) Pty Ltd, becomes bankrupt, or commits any act of bankruptcy, compounds of any other clause in these Terms and Conditions.

### 6. Delivery of Product

Any times quoted for delivery and/or supply are estimates only and Zest Image (Aust) Pty Ltd shall not be made liable for failure to deliver/supply or for delay. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery/supply or dispatch.

### 7. Returns, Cancellations and Claims

The Customer shall not return and Goods to Zest Image (Aust) Pty Ltd without obtaining prior authorisation from Zest Image (Aust) Pty Ltd. Unauthorised returns will not be accepted. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. The Customer shall be responsible for all the damage incurred during return shipment. The Customer shall not deduct the amount of any anticipated credit from any payment due to Zest Image (Aust) Pty Ltd.

### 8. Privacy Act 1988 ("Privacy Act")

To enable Zest Image (Aust) Pty Ltd to assess this application for credit, the Customer authorises Zest Image (Aust) Pty Ltd to obtain information for the purpose of assessing this application for credit (Section 18L(4) Privacy Act).

### 9. Notification.

The Customer must notify Zest Image (Aust) Pty Ltd in writing within (7) days of:-

9.1 Any change to the Customer's Business Name or change of ownership of the Business and or Business Name.

9.2 The issue of any legal proceedings against the Customer or appointment of a provisional liquidator, receiver, or administrator to the Customer.