



TNW Australia Pty Ltd
 (ABN 99 072 775 529)
 2 Wood Street, Tempe NSW 2044
 Tel: 02 9559 1300 Fax: 02 9559 1366
 Email: sales@tnw.com.au

"Number 1 for cool stuff"

NEW ACCOUNT / CREDIT APPLICATION FORM (complete BOTH pages)

CUSTOMER NAME: _____ ABN: _____

Sole Trader Partnership Company Trust

TRADING NAME: _____

TRADING ADDRESS: _____

Suburb: _____ State: _____ Postcode: _____ Email: _____

Phone: _____ Fax: _____ Mob: _____

MAILING ADDRESS: _____

Accounts Contact: _____ Phone: _____ Email: _____

IF A COMPANY IS THE OPERATOR OF THIS BUSINESS PLEASE PROVIDE:

Company Name: _____

Registered Address: _____ Postcode: _____

IMPORTANT— You must give us permission to seek credit information.

Agreement that TNW Australia Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988).

If TNW Australia Pty Ltd considers it relevant for assessing my/our application for commercial credit then I/We agree to TNW Australia Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by TNW Australia Pty Ltd.

Signature: _____ Date: _____

DETAILS OF OWNERS/DIRECTORS: Who by their execution of this document personally guarantee for all goods purchased and supplied pursuant to this credit application. If there is insufficient space for all parties details please attach separate sheet with all particulars as requested below:

NAME: _____ NAME: _____

Position: _____ Position: _____

Private Address: _____ Private Address: _____

Private Telephone: _____ Private Telephone: _____

Driver License No.: _____ Driver License No.: _____

Date of Birth: _____ Date of Birth: _____

TRADE REFERENCES

COMPANY/BUSINESS

STATE

PHONE and FAX NO. (incl. area code)

1) _____

2) _____

3) _____



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NEW ACCOUNT / CREDIT APPLICATION FORM - GUARANTEE (complete BOTH pages)

I/We undertake to advise TNW Australia Pty Ltd in writing of any change of ownership, in whole or in part, of the business described at the beginning of this application. I/We acknowledge that we have read the Terms and Conditions of Trading of TNW Australia Pty Ltd and agree to abide by those terms.

I/We personally guarantee payment of any or all accounts for goods purchased by the above Company notwithstanding any change of ownership of the business/Company (if not properly notified as detailed previously) together with any account or collection charges levied in accordance with the terms of trading of TNW Australia Pty Ltd.

Date: _____ Sign & Print Name: _____

Date: _____ Sign & Print Name: _____

BANK & LANDLORD DETAILS

BANK: _____ LANDLORD: _____

Address: _____ Address: _____

PRIVACY POLICY

TNW Australia Pty Ltd collects information on customers for the express purpose of supplying goods on credit terms and facilitating conduct of sales, deliveries and collections as part of our normal course of business. TNW Australia Pty Ltd does not disclose information collected about customers to any other parties. TNW Australia Pty Ltd does provide Credit references to other parties but does not include any personal details of our customers or the value of business with us.

TERMS OF TRADE

- 1.1 Account terms offered by TNW Australia Pty Ltd (TNW) to approved applicants are nett 30 days. Payment for goods supplied is due by the end of the month following the month of delivery. Payment for account fees and bank charges is due on receipt of invoices for such charges. Payment for special orders is subject to the terms agreed at the time.
- 1.2 Where any settlement discount is allowed it may only be taken if the payment is received within the specified time and the customer account status is current.
- 2.0 An account keeping fee/service fee of 2% per month will be levied on overdue accounts at the discretion of TNW.
- 3.1 **All sales are final. TNW does not supply goods on a sale or return basis.**
- 3.2 Returns will only be accepted if the goods are faulty or incorrectly supplied against the order.
- 3.3 Claims for faulty or incorrectly supplied goods must be made within 7 (seven) days of delivery. Goods will not be accepted for return unless sent by the carrier specified by TNW and accompanied by a return authorisation number given by TNW. Unauthorised returns will be refused or subject to a minimum 25% restocking fee.
- 3.4 As part of serving our customers, TNW will send product updates, newsletters and special offers by email. As a customer you agree to receive these emails at the business email address supplied by you.
- 4.1 The customer must notify TNW of any change in the ownership or legal status of their business.
- 4.2 The Terms of Trade cannot be assigned or changed without the written consent of TNW.
- 4.3 Change of ownership or legal status of the customer/applicant does not extinguish the liability of the director/owner in respect of payment of accounts granted pursuant to this credit application except from the point at which notice of such change in writing has been received by TNW.
- 5.1 Collection charges on overdue accounts or for bank charges incurred by the return of cheques are payable immediately on receipt of an invoice for such charges.
- 5.2 Collection charges include the costs for collection agents or employees so assigned, legal fees, summonses, company and business searches, private inquiry agents' fees, travelling time and expenses to serve notice and engage in correspondence and any other costs directly or indirectly incurred by TNW as a result of non-payment of accounts which are overdue for payment as defined by these trading terms.
- 6.0 Goods are sold ex our warehouse. Freight is arranged with our nominated carrier on behalf of the customer and is invoiced as a separate item on the customers invoice. No settlement or other discounts can be applied to this freight charge.
- 7.0 Any sales to customers outside of Australia are on a prepaid basis only.
- 8.0 The Terms of Trade of TNW are governed and constructed in accordance with the laws of New South Wales and the customer submits to the non-exclusive jurisdiction of the Courts of the State of New South Wales.
- 9.1 Title to all goods delivered pursuant to these Terms of Trade shall remain the sole and exclusive property of TNW Australia Pty Ltd until payment for the goods has been made in full by the customer at which time title will pass to the customer.
- 9.2 The customer hereby grants to and acknowledges that TNW may enter upon the customer's premises at any time without prior notice during usual business hours and remove goods supplied by TNW which remain its property.
- 9.3 The customer will in no way hinder or obstruct TNW from collecting goods which remain their property and agrees to render every assistance to TNW to collect their goods and further agrees to advise any purchaser, administrator or liquidator that such goods supplied by TNW are subject to retention of title until payment has been made in full.