



Trade Credit Application Form – 30 days from EOM

*****(All fields must be filled out or your application will not be processed)*****

Business Contact Information

Company/Business Name:

ABN:

Years in Business:

Trading Name:

Phone:

Fax:

E-mail

Registered Billing address:

Delivery Address:

Preferred Freight Carrier:

Address of Freight Carrier:

Account No:

Contact Phone No.

Required Credit Limit:

Phone (Accounts):

Account Payable Contact Name:

Email (Invoices):

Email (Accounts):

Director(s)/Owner(s) Name:

Address

Contact No

1.

2.

Business/Trade References (Credit will NOT be approved if all information is not filled in correctly)

1. Company name:

Address:

Phone:

Fax:

E-mail:

2. Company name:

Address:

Phone:

Fax:

E-mail:

3. Company name:

Address:

Phone:

Fax:

E-mail:

TERMS AND CONDITION OF SALES

- 1) **Minimum Order** - \$400 excluding GST. If not \$400.00 then a service/handling fee of \$25.00 will be charged. We sell in broken or full carton quantities.
- 2) **New Customers:** First 3 orders are Proforma even when an account application is filled out and signed. After 3 Proforma orders, an application will be reviewed for a 30day EOM account.
 - a) For all Proforma customer orders, a 50% deposit is required. Once deposit received has been received, the order will be picked/packed and a final balance Proforma invoice will be sent through for payment, prior to the goods being dispatched. The Freight cost will be added to the Proforma invoice after the volume/weight is worked out for the order. If for any reason the order is cancelled after it's been picked/packed, you will forfeit 20% of your 50% deposit which, paid as handling/admin charge. Note 50% deposit process does not apply to 30day Account customers.
- 3) Upon placing an order, the Customer is acknowledging that it will accept delivery of the goods.
- 4) Title of goods remains the property of All Brands Toys until payment in full of such indebtedness has been made.
- 5) The customer must notify All Brands Toys of any change in the ownership or status of their business within 7 days of the relevant change.
- 6) Prices: All Prices are quoted are ex GST. Goods will be invoiced at the price ruling at the date of dispatch.
- 7) **Payment**
 - a) Normal Settlement terms being within 30 days from End of Month.
 - b) Account Customers settled within 7 days from date of invoice will receive a settlement discount of 2%. Direct transfer only. Does not Include Pro Forma Customers.
 - c) Payment can be made via online (bank account details are on the invoice and on the statement). You can also pay via Credit Card but this is subject to 1% merchant fee
 - d) Where payment is not forthcoming after 30 days a service fee of 1% per month will be charged on the outstanding balance of the account which will accrue on a daily basis.
 - e) In the event of an account repeatedly defaulting on payment the customer will automatically be returned to proforma.
 - f) In the event that outstanding accounts are referred to a Debt Collection Agency, you will be charged with any collection charges, legal fees, summonses and other additional charge for recovery of outstanding amount. We may permanently cancel your account and returned to proforma.
 - g) If the customer has not paid All Brands Toys by the due date, All Brands Toys shall be entitled to immediately recover possession of all or any of its goods sold to the Customer (and the Customer grants its irrevocable permission for All Brands Toys or its authorised representatives to enter upon its premises to conduct a stocktake and recover all or any goods delivered by All Brands Toys forming part of the Customer's inventory and proof of supply of individual All Brands Toys goods shall not be required).
- 8) **PPS ACT**
The customers agrees that the effect of 5 is to grant All Brands Toys a Security Interest, being a Purchase Money Security Interest, in any goods supplied and in any proceeds of goods sold, under this Trading Terms. These Trading Terms constitute a Security Agreement as defined in the PPS Act. The Customer agrees to do anything, within 3 business days of receiving written request from All Brands Toys, to enable it to register the Security Interest. All Brands Toys may allocate any amounts received from the Customer in any matter it determines, including in any manner to preserve any Security Interest it has in any goods, but in default will apply same first to payment of any unsecured amount owing to All Brands Toys next as to any reasonable enforcement expenses and then as to any secured balance owing to All Brands Toys.
- 9) **Credit & Return Policy**
 - i) We will not accept returns for credit without prior authorisation. Return Authorisation form needs to be completed in full before any credits can be actioned. Please contact us for RA Form.
 - ii) If product is damaged when it arrives from freight Company please provide photos of the damaged boxes & items on arrival.
 - iii) For all claims relating to order discrepancies i.e. wrong stock delivered, short supply etc. – we must be notified within 7 days of you receiving the goods. For any stock that needs to be returned to All Brands Toys – All Brands Toys will advise you how to freight back and absorb any costs associated in getting the stock back.
 - iv) If product is returned from a consumer and its deemed faulty we will credit you the full the cost of that item you purchased it for. We will only credit items within 12 months of invoice date. No credits will be given for any items outside this period.

v) Customers are not entitled to a refund if

- Simply change of mind or no longer want the products (No Sale or Return)
- Realise they cannot afford the goods
- Chose the wrong products
- Were responsible for causing the fault, or product damaged

Acceptance: (Please sign your acknowledgement and acceptance of above Terms and Conditions)

Customer acknowledges and accepts the present Standard Terms and Conditions of Sales/Credits, and the Terms and Conditions may be altered by All Brands Toys from time to time.

Name: _____ Date: _____

Signature: _____ Position Title: _____

Witness Name: _____ Witness Signature _____

Witness Position Title: _____

DIRECTORS GUARANTEE

To: ALL BRANDS TOYS PTY LTD (ABN 84 138 039 586) of 25 Gassman Drive, YATALA, QLD 4207

IN CONSIDERATION of **All Brands Toys Pty Ltd** (herein under called "**the Company**") agreeing to supply goods and services on credit to the following Applicant

.....(the customer) ABN:

I/we, director(s) of the applicant party (herein under called "the Guarantor")

Directors Name	Address	Telephone Number
.....
.....
.....

The above listed directors hereby **GUARANTEE** (jointly and severally in the case of more than one Guarantor) the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under the Company's Terms and Conditions of Trading or whether arising in any other way on any account whatsoever operated by the Customer with the Company.

AND I/WE FURTHER DECLARE THAT:

1. This Guarantee shall be a continuing guarantee and shall remain in full force and effect. The Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or to the Guarantor, or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason.
2. I/WE will make due and punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given. The same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above.
3. The Guarantor shall pay all costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by the Company of and incidental to this Guarantee, or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained.
4. If any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primary liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in respect of any failure by the Customer to make payment, perform or observe any covenant, obligation, term or condition of this Guarantee and form and against all losses, damages, costs, charges and expenses of any kind which the Company may incur because of or arising out of the default by the Customer under the Company's Terms and Conditions of Trading or howsoever arising.
5. The proper law of this Guarantee shall be the law of the State of Queensland and that any proceedings to be taken by the Company may be taken in the Courts of such State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of such State.

The Guarantor agrees that:

- (a.) the Company may seek from a credit reporting agency a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as a Guarantor for credit applied for or provided to the Customer; and
- (b.) if the Company approves the Customer's application for credit this agreement shall remain in force until the credit facility covered by the Customer's application ceases.

AND THE GUARANTOR HEREBY DECLARES that I/We understand the nature and effect of the Guarantee and I/We have had the opportunity of obtaining independent legal advice before signing this Guarantee.

*DATED the Day of 20

Guarantor Signature:

.....
.....

In the presence of
(Witness's full name and address)