



APPLICATION FOR CREDIT

SENDER: _____

SECTION A: BUSINESS INFORMATION

FULL TRADING NAME _____

NATURE OF BUSINESS _____

ABN _____ DATE COMMENCED _____

TYPE OF ENTITY
SOLE TRADER PARTNERSHIP COMPANY

REGISTERED ADDRESS _____

STATE _____ POSTCODE _____

POSTAL ADDRESS _____

STATE _____ POSTCODE _____

DELIVERY ADDRESS _____

STATE _____ POSTCODE _____

SALES CONTACT _____ ACCOUNTS CONTACT _____

PH: _____ PH: _____

FAX: _____ FAX: _____

EMAIL: _____ EMAIL: _____

PURCHASING CONTACT _____

PH: _____

FAX: _____

EMAIL: _____

PARTNERS/PRINCIPAL DIRECTORS

NAME	ADDRESS
1 _____	_____
2 _____	_____
3 _____	_____

IS APPLICANT COMPANY AFFILIATED TO A TRADING GROUP OR HOLDING COMPANY? IF SO, GIVE NAME AND ADDRESS OF PRICIPAL COMPANY _____

ANTICIPATED VOLUME OF MONTHLY TRADE \$ _____

BANK _____ BRANCH _____

TRADE REFERENCES (LOCAL)

COMPANY	ADDRESS	PHONE/EMAIL
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

Adelaide
Lot 7, 41-47 O'Sullivan Beach Rd
Lonsdale, SA 5160
Ph: +61 (08) 8186 0523
Fax: +61 (08) 8186 0524
rowesa@rowe.com.au

Brisbane
Unit 1, 30 Argon St
Sumner, QLD 4074
Ph: +61 (07) 3376 9411
Fax: +61 (07) 3376 9455
roweqld@rowe.com.au

Melbourne
Unit 2, 42 Green St
Hallam, VIC 3803
Ph: +61 (03) 9701 7077
Fax: +61 (03) 9769 2560
rowevic@rowe.com.au

Perth
11 Challenge Blvd
Wangara, WA 6065
Ph: +61 (08) 9302 1911
Fax: +61 (08) 9302 1905
rowewa@rowe.com.au

Sydney
Unit 1, 12 Essex St
Minto, NSW 2566
Ph: +61 (02) 9603 1205
Fax: +61 (02) 9603 1084
rowensw@rowe.com.au



SECTION B: Conditions of Sale

The applicants agree to the following:

1. DEFINITIONS AND INTERPRETATION

In the following Conditions of Sale

- a) "The Seller" means Rowe Scientific Pty Ltd (ABN 63 009 437 790).
- b) "The Buyer" means the Person, Company or Party purchasing the goods subject to these Conditions of Sale.
- c) "The Goods" means the goods and services.

2. TITLE OF GOODS

Title of Goods does not pass to the Buyer until all accounts or monies owing to the Seller have been paid in full.

3. PAYMENT TERMS

Payment Terms are Nett 30 Days. Any overdue amount in excess of 30 days may attract a rate of two and a half (2.5%) per centum interest per month on any balance owing to the Seller. The Seller reserves the right to withhold further supplies to the Buyer until any outstanding amount is paid in full. In the event that the Buyer is in default of payment terms the Buyer agrees that any expenditure or cost that the Seller has incurred in recovering the debt will be passed on to the buyer. No responsibility is accepted for incorrectly ordered goods.

4. RETURN OF GOODS

No returns are recognised unless made in writing within seven days. Delivery charges for return of goods will be at the Buyer's expense unless otherwise agreed upon in writing. Credit on returns is subject to goods being returned in the condition that they were originally supplied. No direct payment will be made for returns by the Seller to the buyer, however a credit in favour of the buyers account will be provided. Goods may not be cancelled from an order except by mutual consent in writing. A re-stocking fee may be imposed on the Buyer subject to the Sellers discretion.

5. CONTAINERS

Some goods supplied by the Seller may attract a container charge as determined by the Seller, Cost of containers may vary or change without notice and containers are considered as sold by the Seller to the buyer, however, credit on returned containers may be extended to the Buyer subject to condition 5A.

5A: RETURN OF CONTAINERS

Buyers may return containers to the Seller subject to the following:

Containers must be in reusable condition and must conform to Government and Statutory Regulations.

Containers must not be used for any other purpose other than to contain the goods that are detailed on the label of the container. Any containers that have deteriorated or do not pass approved testing will not be credited. Credits to the Buyer will only be extended by the Seller on the basis of continuance of trade with the Seller. No direct payment will be made for returns by the Seller to the Buyer, however a credit in favour of the Buyers account will be provided.

6. PALLETS

Some goods are supplied by the Seller on Pallets. The Seller prefers that pallets are exchanged at point of delivery to the Buyer's store or transport company. Should exchange pallets not be available then the Seller reserves the right to apply a fee as determined by the Seller for the supply of pallets to the Buyer. The Seller shall be happy to accept pallet returns subject to returned pallets being in good and reusable condition. Credits to the Buyer will only be extended by the Seller on the basis of continuance of trade with the Seller. No direct payment will be made for returns by the Seller to the Buyer, however a credit in favour of the Buyer's account will be provided.

7. PRODUCT LIABILITY

The Seller will not accept any responsibility whatsoever for any consequential loss or damage arising from use or consumption of Goods sold by the Seller to the Buyer other than responsibility for the merchantable quality of the Goods and such responsibilities mandatorily imposed by Statutes applicable to the sale or supply of the relevant Goods to the extent allowed by such Statutes. The liability of the Seller is limited to the replacement of the product, or at the option of the Seller, the refund of the price paid by the Buyer conditional upon a claim being made in writing and where possible sufficient part of the product to enable proper examination being returned to the seller within 30 days of delivery.

8. DELIVERY AND HANDLING

All Goods sold by the Seller to the Buyer are sold on the basis that the Goods are available ex works for the Buyers collection unless otherwise arranged by prior written agreement between the Seller and Buyer for the goods to be delivered by the Seller to the Buyer or to the Buyers nominated delivery point. The Seller will apply a delivery fee to the Buyers account for Goods delivered and will also apply a fee if the Buyer requests the Seller to collect Goods for return to the Seller from the Buyer unless otherwise arranged by prior written agreement. The Seller will only accept responsibility for Goods lost or damaged in transit whilst in the care of the Seller and will not accept any responsibility whatsoever for Goods lost or damaged in transit by the Buyers nominated transport.

SIGNED BY APPLICANT

WITNESSED BY

DATE

PRINT

PRINT

COMPANY _____



SECTION C: Reservation of Title

The intent of the following is that the Buyer agrees that any goods purchased from the Seller remain the property of the Seller until they are paid for, and that if the goods are not paid for within 30 days from the end of the month of invoice date, the Seller may take the goods back.

DEFINITIONS AND INTERPRETATION

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In the event that this Application for Credit is approved I hereby agree with Rowe Scientific Pty Ltd (hereinafter referred to as the Supplier) to abide by all the following terms and conditions:

1. To pay for all goods sold and delivered or services provided in accordance with the terms of the invoice (payment) or within such other period or time as may be notified to me from time to time by the Supplier.
2. In the event that any sequestration order is made affecting my property or I have any authority to a trustee under Section 88 of the Bankruptcy Act, or I commit any act of bankruptcy or any petition for my winding up, or I am/are placed in receivership, or any official manager is appointed, or I cease to trade or carry on my business in the usual manner, any amount then due by me/us to you shall become immediately payable or the goods returned if so desired by the Supplier.
3. That I have been supplied with a copy of the conditions of sale current at the date hereof.
4. That all sales of goods are made and services are provided to me by the Supplier only upon the terms contained in the Supplier's condition of sale. Until altered conditions of sale are notified to me I agree that the current conditions of sale shall continue to apply.
5. That a certificate signed by the manager, accountant, secretary, credit manager or credit officer for the time being of the Supplier in respect of any sale or delivery or price of any goods or the provision or price of any services by the Supplier or the amount due owing or payable from time to time to the Supplier in respect of the sale of goods, the provision of services or on any account whatsoever as at the date or dates set out in such certificate shall in all courts and at all time be prima facie evidence of the facts therein state.
6. That I will pay to the Supplier interest in respect of any amounts as may from time to time be overdue calculated at the rate of interest applicable to bank overdrafts and indemnify the Supplier in respect of any taxes or stamp duties when may become payable by reason of or subsequent to any default in making payment in accordance with the terms of payment applicable from time to time.
7. That I will indemnify the Supplier against and agree to reimburse it for any expenses it may incur in recovering or attempting to recover payment from me of the amounts which may from time to time be overdue. These costs include legal court, solicitors, debt collections agency commissions and fees.
8. That the Supplier may at any time and from time to time alter its conditions of sale or the items of payment and such altered conditions or terms shall apply in respect of all transactions taking place after notification to me of such altered conditions of sale or terms of payment.
9. That the Supplier may at any time or from time to time without assigning any reason therefore refuse to extend any further credit to me and its approval of this application does not require the Supplier to extend to me any particular amount of the credit.
10. That where there is more than one customer each customer shall be jointly and severally liable hereunder and in this application and all terms hereof the singular shall be read and construed as including the plural.
11.
 - a) Ownership of the goods contained in each delivery ("the goods") shall remain with the supplier which reserves the right to dispose of the goods until payment has been received in full or until such time as I sell the goods to my customers by way of bona fide sale at full market value.
 - b) Until payment in full for the goods has been received by the Supplier I shall hold the goods as bailee for the seller, provided however that I may, in the ordinary course of my business, use any of the goods to make up other products or sell any of the goods to make up other products or sell any of the goods on condition that should the Supplier so require I will assign to the Supplier my rights in respect of the sale price thereof.
 - c) I hereby acknowledge that until payment in full for the goods has been received by the Supplier I am/are under no obligation to the Supplier to account to the seller for the proceeds of the sale of the goods sold by me in the normal course of my business.
 - d) If any of the goods are on-sold I agree to place the proceeds of sale for the goods into a bank account conducted in my name and acknowledge that I will not withdraw any of those moneys until payment in full for the goods has been received by the Supplier
 - e) I agree forthwith to insure the goods for their full insurable value against loss or damage by fire, theft, accident and other such risks.
12. That notwithstanding any change in my trading structure I will remain personally liable for all goods and services requested by me or my agents and I charge any interest that I have on any land whatsoever with the repayments of any sums or monies outstanding to the supplier and will enter into any deed of Mortgage as may be required by the supplier to secure all monies owing.

SIGNED BY APPLICANT

WITNESSED BY

DATE

PRINT

PRINT



SECTION D: Directors' Guarantee

IF APPLICANT IS A PTY LTD COMPANY THIS PERSONAL GUARANTEE MUST BE COMPLETED BY TWO DIRECTORS

I/We, the said _____

And _____
Company directors in consideration of Rowe Scientific Pty Ltd (A.B.N. 63 009 437 790) (the "Creditor") granting credit to

_____ Pty Ltd (A.B.N. _____) and/or any of its related corporations (as defined in the Corporation Law) (together the "Debtor") at our request HEREBY JOINTLY AND SEVERALLY irrevocably guarantee to the Creditor the due payment of all moneys and damages which now or in the future are or may become owing (whether actually or contingently) on any account whatsoever by the Debtor to the Creditor AND unconditionally indemnify the Creditor in relation in any moneys and damages hereby guaranteed which are or are likely to be irrecoverable on the date for any reason. IT IS AGREED that this Guarantee shall not be in any way waived or affected by any time or indulgence granted by the Creditor to the Debtor nor any arrangement or compromise with or assignment for the benefit or all or any class of the Debtor's creditors or members or a moratorium involving any of them. The appointment of an official manager or provisional liquidator in respect of the Debtor nor the winding up, dissolution or receivership of the Debtor nor the release from compromise with or unenforceability of this Guarantee against any one or more of us. IT IS FURTHER AGREED that if the Creditor is obliged to refund to any administrator or other person in connection with any such event moneys received by it for the credit of the Debtor or ourselves, those moneys shall not be considered as received by the Creditor nor discharge or diminish our liability under this Guarantee.

DATED this _____ day of _____ 20 ____

SIGNED SEALED AND DELIVERED by the said _____

And _____

Signature of Director(s) _____

Name of Director(s) _____ (PRINT) _____ (PRINT)

Name of Witness _____

Address of Witness _____

SECTION E: Office Use Only

1
2
3

_____ Approved by Manager	_____ Date	\$ _____ Authorised Credit Limit
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COMMENTS
