



## APPLICATION FOR A CREDIT ACCOUNT

SENDER \_\_\_\_\_

### SECTION A: Business Information

FULL TRADING NAME \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

ABN \_\_\_\_\_ DATE COMMENCED \_\_\_\_\_

TYPE OF ENTITY:

SOLE TRADER  PARTNERSHIP  COMPANY  TRUST

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

\_\_\_\_\_

ADDRESS DETAILS:

REGISTERED \_\_\_\_\_ STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

POSTAL \_\_\_\_\_ STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

DELIVERY \_\_\_\_\_ STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

CONTACT DETAILS:

SALES NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

PURCHASING NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

ACCOUNTS NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

PARTNERS/PRINCIPAL DIRECTORS:

NAME ADDRESS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

ANTICIPATED VOLUME OF MONTHLY TRADE (\$) \_\_\_\_\_

BANK & BRANCH \_\_\_\_\_

TRADE REFERENCES (LOCAL)

COMPANY ADDRESS PHONE/EMAIL

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**South Australia & Northern Territory**  
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

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

**Victoria & Tasmania**  
Unit 2, 42 Green St  
Doveton, VIC 3177  
Ph: +61 (03) 9701 7077  
Fax: +61 (03) 9769 2560  
rowevic@rowe.com.au

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

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



**SECTION B: Directors' Guarantee and Indemnity**

IF THE BUYER IS A PTY LTD COMPANY THIS PERSONAL GUARANTEE MUST BE COMPLETED BY THE SOLE DIRECTOR OR, IF THE COMPANY HAS MORE THAN ONE DIRECTOR, THEN BY AT LEAST TWO DIRECTORS

I/We, the said \_\_\_\_\_

And \_\_\_\_\_  
Company Directors in consideration of Rowe Scientific Pty Ltd (A.B.N. 63 009 437 790) (the "Seller") granting credit to

\_\_\_\_\_ Pty Ltd (A.B.N. \_\_\_\_\_) and/or any of its related corporations (as defined in the Corporation Law) (together the "Buyer") at our request HEREBY JOINTLY AND SEVERALLY irrevocably guarantee to the Seller 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 Buyer to the Seller AND unconditionally indemnify the Seller in relation to any moneys and damages hereby guaranteed which are or are likely to be irrecoverable from the Buyer on the date for any reason. IT IS AGREED that this Guarantee shall not be in any way waived or affected by:

- (i) any time or indulgence granted by the Seller to the Buyer;
- (ii) any arrangement or compromise with, or assignment for the benefit of, all or any class of the Buyer's creditors or members or a moratorium involving any of them;
- (iii) the appointment of an official manager or provisional liquidator in respect of the Buyer;
- (iv) the winding up, dissolution or receivership of the Buyer;
- (v) the release from, compromise with or unenforceability of this Guarantee against any one or more of us.

IT IS FURTHER AGREED that if the Seller 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 Buyer or ourselves, those moneys shall not be considered as received by the Seller 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 C: Terms & Conditions of Sale

The applicants agree to the following:

### 1. DEFINITIONS AND INTERPRETATION

In the following Conditions of Sale

- a) "Seller" means Rowe Scientific Pty Ltd (ABN 63 009 437 790).
- b) "Buyer" means the Person, the Company or Party whose Order for the purchase of Goods is accepted by the Seller
- c) "Goods" means the goods and services sold or supplied by the Seller to the Buyer.
- d) "Order" means an order for the purchase of Goods from the Seller
- e) "PPS Act" means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as varied from time to time.
- f) "PPSR" means the Personal Property Security Register established under the PPS Act.
- g) "PMSI" means Personal Money Security interest as defined under the PPS Act.

### 2. RETENTION OF TITLE OF GOODS

- a) Property and title in the Goods supplied by the Seller to the Buyer will not pass to the Buyer until such time as the Goods the subject of the Order and all other Goods supplied by the Seller to the Buyer have been paid for in full. Until that time, the Buyer shall store the Goods, including goods into which the supplied Goods have been mixed, in such a manner as to show clearly that they are the property of the Seller and shall upon the Seller's demand deliver up such goods to the Seller. In default of such delivery the Seller may by its servants and agents enter the Buyer's premises at any time without notice to repossess the Goods.
- b) Subject to the PPS Act, until such time as the Goods have been paid for in full, the Buyer is at liberty to sell the Goods, including goods into which Seller's Goods have been mixed, in the ordinary course of its business, and the Buyer shall hold the proceeds thereof in trust for the Seller and promptly account to the Seller for those proceeds in payment of the purchase price for the Goods.
- c) The Buyer and the Seller agree that the provisions of this clause apply notwithstanding any agreement between the parties under which the Seller grants the Buyer credit.

### 3. PASSING OF RISK

Except as otherwise provided herein, the Goods supplied by the Seller to the Buyer shall be at the Buyer's sole risk immediately upon their delivery to the Buyer.

### 4. CREDIT POLICY

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.

### 5. RETURN OF GOODS

Subject to the Australian Consumer Law, 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 Buyer's 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 Seller's discretion. This clause will be of no effect to the extent that it contravenes (or the application of this clause would result in any contravention of) a mandatory provision of the Australian Consumer Law.

### 6. CHARGE FOR AND RETURN OF CONTAINERS

- a) 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 6 b) below.
- b) 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 Buyer's account will be provided.

### 7. 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 of the Buyer. 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.



**8. PRODUCT LIABILITY**

Subject to the Australian Consumer Law, 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 Goods, 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 Goods to enable proper examination being returned to the Seller within 30 days of delivery.

**9. 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 Buyer's 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 Buyer's nominated delivery point. The Seller will apply a delivery fee to the Buyer's 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 Buyer's nominated transport.

**10. WARRANTIES AND LIABILITIES**

- a) All implied conditions and warranties are excluded except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('Non-excludable Condition).
- b) To the extent permitted by law, the Seller's liability for breach of a Non-excludable Condition is limited, at the Seller's option, to refunding the price of the Goods or to replacing or repairing those Goods and/or providing those Goods again. Except for liability for breach of any Non-excludable Condition and to the extent permitted by law;
  - i. the Seller excludes liability for loss of profits or consequential or indirect loss or damage; and
  - ii. the Seller's total liability to the Buyer is limited to the amount paid or payable by the Buyer to the Seller for those Goods.

**11. BUYER WARRANTIES AND INDEMNITY**

- a) The Buyer warrants to the Seller that:
  - i. the Buyer possess the relevant knowledge and all necessary licenses, permits or approvals to receive, handle and store the Goods; and
  - ii. the Buyer will comply with all laws and the conditions of any licenses, permits or approvals relating to the handling and storage of the goods.
- b) To the extent permitted by law, the Buyer indemnifies the Seller against all losses, damages or costs (whether incurred by or awarded against the Seller) that the Seller may incur as a result, whether directly or indirectly, of:
  - i. the Buyer's use, sale and /or handling of the Goods;
  - ii. any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct by the Buyer or its officers, agents or employees in relation to the goods;
  - iii. any claim that the Buyer's use of the Goods infringes the intellectual property rights of any person and/or entity; or
  - iv. repossessing the Goods or enforcing any rights that the Seller has against the buyer under clauses 2 or 15 or at law, including without limitation, any claims from parties whose properties have been incorporated into the Goods.

**12. PPS ACT**

- a) The terms "Collateral", "Debtor", "Financing Change Statement", "Financing Statement", "Grantor", "Proceeds", "Secured Party", "Security Agreement" and "Security Interest" have the meanings given in the PPS Act.
- b) The Buyer acknowledges and agrees that these terms and conditions form part of the Contract and constitute this Contract as a Security Agreement that covers the Collateral for the purposes of the PPS Act. The Buyer and the Seller further agree that:
  - i. the Seller holds (as Secured Party) a Security Interest over all of the present and after acquired goods supplied by the Seller to the Buyer and any Proceeds of the sale of those goods ("Collateral");
  - ii. any purchase by the Buyer on credit terms from the Seller or retention of title supply pursuant to clause 2 hereof will constitute a purchase money security interest as defined under section 14 of the PPS Act ("PMSI");
  - iii. the PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of Goods coming into existence;
  - iv. the Seller will continue to hold a Security Interest in the Goods in accordance with and subject to the PPS Act, notwithstanding that the Goods may be processed, commingled or become an accession with other Goods.
  - v. any Security Interest held by the Seller will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all over registered or unregistered Security Interest;
  - vi. until title in the Goods pass to the Buyer, the Buyer will keep all goods supplied by the Seller free of any charge, lien or other Security Interest and not otherwise deal with the Goods in a way that will or may prejudice any rights of the Seller under the Contract or the PPS Act; and
  - vii. in addition to any other rights under these terms and conditions or otherwise arising, the Seller may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPS Act including, without limitation, entry into any building or premises owned, occupied or used by the Buyer, to search for and seize, dispose of or retain those goods in respect to which the Buyer has granted a Security Interest to the Seller.
- c) The Buyer undertakes to:
  - i. sign any further documents and provide such information which the Seller may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register;
  - ii. indemnify and upon demand reimburse the Seller for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register or releasing any Security Interests;
  - iii. not register or permit to be registered a Financing Change Statement in the Collateral without the prior written consent of the Seller; and



- iv. provide the Seller not less than 7 days prior written notice of any proposed change in the Buyer's name, address, contact numbers, business practice or such other change in the Buyer's details registered on the PPSR to enable the Seller to register a Financing Change Statement if required.
- d) The Seller and the Buyer agree that sections 95, 96, 125 and 132(3)(d) and 132(4) of the PPS Act do not apply to the Security Agreement created under this Contract.
- e) The Buyer hereby waives its rights to received notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPS Act.
- f) The Buyer waives its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPS Act.
- g) Unless otherwise agreed in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 157 of the PPS Act.

**13. PRICE**

The price of the Goods shall be as agreed in writing between the parties or otherwise the Seller's published price or where there is no agreed price or published price such an amount as indicated on invoices provided by the Seller to the Buyer regarding Goods ordered. Prior to acceptance of an Order the Seller may change its published prices at any time without notice.

**14. GOODS AND SERVICES TAX (GST)**

Goods and Services Tax (GST) will be charged on those products that attract GST at the applicable rate in accordance with the requirements of the A New Tax System (Goods and Services Tax (GST)) Act 1999 (Cth).

**15. SPECIAL ORDER**

Any stock procured, ordered, imported, brought in or manufactured by the Seller, at the specific request of the Buyer (known as indent stock or special order) cannot be cancelled and is not returnable for credit unless there has been an error by the Seller or the Goods are defective.

**16. CURRENCY**

Payments must be made in Australian dollars. Payments remitted in foreign currency must include all relevant bank charges and currency conversion costs applied by both the paying bank and receiving bank.

**17. SET OFF**

The Buyer is not entitled to set off against or deduct from the price of the Goods purchased any sums owed or claimed to be owed to the Buyer by the Seller.

**18. HEALTH AND SAFETY**

It is the Buyer's responsibility to ensure that all applicable health and safety regulations are observed and other appropriate steps taken in relation to the storage, handling and the use of the goods and, where information is supplied to the Buyer on potential hazards relating to the goods, to bring such information to the attention of its employees, agents, sub-contractors, visitors and customers. Without prejudice to the foregoing, it is also the Buyer's responsibility to provide safe facilities for the reception of goods into storage.

**19. PRIVACY CONSENT**

The Seller may give information to third parties about the Buyer, its Guarantors, Directors or Proprietors for the following purposes;

- a) to obtain a consumer credit report about the Buyer, its Guarantors, Directors or Proprietors;
- b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer, its Guarantors, Directors or Proprietors;
- c) for registration on the PPSR or other public records, or registers; and
- d) to obtain commercial credit information about the Buyer, its Guarantors, Directors or Proprietors from a credit reporting agency.

**20. FORCE MAJEURE**

The Seller will have no liability whatsoever to the Buyer in relation to any loss, damage or expense caused by the Seller's failure to complete an order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, trade dispute, lock-out, Government action, war or the inability of the Seller's suppliers to supply necessary materials or any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of the Seller.

**21. WAIVER OF TERMS OF AGREEMENT**

The failure or indulgences by the Seller to exercise, or delay in exercising, any right, power or privilege available to it under this agreement will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power.

**22. PROPER LAW**

- a) This agreement is governed by and will be construed in accordance with the laws of the State of Western Australia.
- b) The parties agree to submit to the exclusive jurisdiction of the Courts of the State of Western Australia and the parties consent to the non-exclusive jurisdiction of the Local Court closest to the Seller's place of business in Western Australia.
- c) An agreement formed pursuant to the terms and conditions will be deemed to have been entered into at the Seller's place of business.

**23. GENERAL**

- a) The Seller may serve any notice or Court document on the Buyer by hand or by forwarding it by post to the address of the Buyer last known to the Seller, or where a fax number or an email address has been supplied by the Buyer, by sending it to that number or address. Such notices shall be deemed to be given:
  - i. where delivered by hand, on the day of delivery;
  - ii. where sent by post, two (2) business days after the day of posting; and
  - iii. where sent by fax or email on the day of despatch, provided that a clear transmission report is obtained.



Scientific Supplies, Instruments & Consulting

- b) If any term of this agreement shall be invalid, void, illegal or unenforceable, it shall be severed from the agreement and the remaining provisions shall not be affected, prejudiced or impaired by such severance.
- c) The Seller reserves the right to review these terms and conditions at any time. If following any such review there is to be a change in the terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of that change. Notice is deemed to have occurred on the date that the Seller uploads the new Terms and Conditions to its website www.rowe.com.au.
- d) This document represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of the terms and conditions shall be legally binding upon either party unless in writing and signed by both parties or permitted by the terms and conditions.
- e) The Seller may assign or subcontract all or any part of its rights and obligations under the terms and conditions without the Buyer's agreement or consent.
- f) If the Buyer sells or otherwise disposes of its business (or any part thereof) (Disposal), the Buyer must immediately notify the Seller in writing of such Disposal to enable the Buyer's account to be closed. If the Buyer fails to notify the Seller of such Disposal, then the Buyer will be jointly and severally liable with the third party acquiring the business (or part thereof) to the Seller for the payment of Goods subsequently sold to the third party on the Buyer's account before the Seller received such notice as if the Buyer had ordered the Goods itself.

SIGNED BY APPLICANT

WITNESSED BY

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME, POSITION

NAME, POSITION

**SECTION D: Office Use Only**

REFERENCE CHECK INFORMATION

1
2
3

_____ <b>APPROVED BY MANAGER</b>	_____ <b>DATE</b>	\$ _____ <b>AUTHORISED CREDIT LIMIT</b>
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COMMENTS
