

APPLICATION FOR 30 DAY CREDIT ACCOUNT
WC PENFOLD STATIONERY STORE

ABN 49 350 062 367

FOR PROMPT PROCESSING PLEASE COMPLETE ALL SECTIONS



6. TERMS (All Applicants must accept)

1. The Applicant makes the application to WC Penfold Stationery Store (the Company) for a credit facility. The Company will confirm acceptance in writing and may send statements of account showing the monies due from the Applicant.
2. Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by The Company in writing. Account payments are not subject to any settlement discount. The applicant declares that at the time of making this application that the Applicant is able to pay their debts as they fall due.
3. Where an Applicant does not elect to control their purchases by Purchase Orders or Letters of Authority, the Applicant agrees that all purchases made on the credit account, even those made by persons without authority or by persons not employed by the Applicant or both, shall be payable by the Applicant.
4. Credit limit approved by the Company and advised to the applicant must not be exceeded. The Company periodically reviews its credit limits. By signing these Terms of Credit, the Applicant permits The Company to review and revise its credit limit from time to time. The Company may increase or reduce the Applicant's credit limit at the Applicant's specific request. The Company may also reduce the Applicant's credit limit without approval, but the Company will not reduce the Applicant's credit limit below the outstanding balance on the Account at the time of the reduction without prior communication with the Applicant.
5. Ownership of goods invoiced remains with the Company and does not pass to the Applicants until payment is made in full. Notwithstanding the ownership of the goods remaining with the Company until full payment is made, risk in the goods passes to the Applicant immediately upon delivery of goods to the Applicant. If any payment is not received by the due date or upon the happening of any event entitling the Company to terminate the agreement, the Company may enter the Applicant's premises to retrieve and repossess the Products supplied.
6. This agreement shall be governed by and construed in accordance with the laws of New South Wales for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that jurisdiction.
7. If the Company considers it relevant to assessing the application for commercial credit, the Applicant agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant.
8. So far as the law permits, the liability of the Company for a breach of a condition or warranty that cannot be excluded is limited, at the option of the Company, to:
 - a) The replacement or repair of the goods;
 - b) The supply of equivalent goods; or
 - c) The cost of replacing or repairing the goods or of acquiring equivalent goods.
9. If the Company considers it relevant to collecting overdue payments in respect of commercial credit provided to the Applicant, the Applicant agrees to the Company receiving from a credit reporting agency a credit report containing personal information about the Applicant.
10. Default – if the Applicant or an authorised operator:
 - a) Obtain credit by fraud or dishonesty; or
 - b) Allow the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
 - c) Breach any of these terms and conditions; or
 - d) Being an individual commit an act of bankruptcy or become insolvent under administration; or
 - e) Become an externally administered body corporate or have an application for winding-up filed against them; or
 - f) Use the credit facility in circumstances where the Company believes that the continued use of the credit facility may cause loss or damage to the Applicant or the Company; or
 - g) Any person who has guaranteed the Applicant's obligations under the credit facility withdraws his, her or their guarantee, then the Company may close or suspend the credit facility. If the credit facility is closed or suspended then the Company may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of the Applicant's obligations or those of any authorised operator in respect of the credit facility.
11. Interest may be charged on overdue accounts

I/we the undersigned on behalf of the Applicant have read and agree to the terms and conditions of sale contained on this form.

Full Name Position Date Signature

Full Name Position Date Signature

Fax to WC Penfold Credit Control to start processing: Ph: 8297 1801 Fax: 8297 1866 Email: ar@wcpenfold.com.au

NB: Accounts cannot be activated until your original credit application forms are forwarded to a store or WC Penfold Credit Control

WC Penfold Stationery Store
PO Box 1137 QVB Post Office NSW 1230

82 Pitt St Sydney 2000	299 Elizabeth St Sydney 2000	330 Wattle St Ultimo 2007	28 Market St Sydney 2000
T: (02) 9233 5777	T: (02) 9267 8627	T: (02) 9212 2666	T: (02) 8297 1855
F: (02) 9231 3028	F: (02) 9267 2939	F: (02) 9281 0017	F: (02) 9299 7087