



FLYING STANDARD

Application for a Trading Account

Please return signed
hard copy to:

503 Crown Street, Surry Hills
NSW 2010 Australia

Registered Name of Applicant

Trading Name of Applicant

A.C.N. or Business registration

Type of Entity - Sole Trader Partnership Company Trust

Registered Address

Email	Phone	Fax
Nature of Business	ABN / ACN	

Delivery Instructions

Invoice Details

How many retail outlets? List Addresses

01	02
03	04
05	06
Date Established	Credit Limit Required

Previous Trading Name(s)

Directors / Partners / Proprietors - Name(s) & Address(es)	Date of Birth
01	
02	
03	

Sales Contact	Tel
Accounts Contact	Tel

Bank (Name & Address)

Accountant (Name & Address)

Business References

01. Name	Tel
Address	
01. Name	Tel
Address	

DECLARATION The Applicant requests the above named company/firm ("the seller") to open an account on the basis of the seller's standard terms & conditions of trading & agrees to be bound by such terms & conditions. The Applicant and signatory to this application further acknowledge that the information provided in this application is true and correct and has been relied upon by the seller to determine whether to grant the applicant credit and that the signatory has full authority to complete this application form on behalf of the applicant.

Signature of person signing on behalf of Applicant

Print Name

Position of signatory

Date



FLYING STANDARD

In Consideration of

The Flying Standard Pty Ltd

("the seller")

agreeing to supply the following company/firm

("The Customer" with goods on credit)

I/We

("The Guarantor")

of

do hereby (jointly and severally in the case of more than one Guarantor) guarantor the due payment of all monies which may now or in the future be or become due and payable to the Seller by the Customer under the Seller's terms and conditions of Trading or whether arising in any other way on any other account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the guarantor shall remain liable hereunder withstanding the granting by the Seller of time , credit or any other indulgence or concession to the customer or the Guarantor or the waiver by the Seller of any breach by the Customer of its obligations to the seller 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 AND I/WE DECLARE that I/WE will shall make due and punctual payments to the Seller upon demand being made by the notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by prepaid post to the address of the guarantor and set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs , Fees ,charges and expenses including legal cost shall be construed as an indemnity and the guarantor hereby indemnifies the seller in respect of any failure by the customer to make payment or perform or observe any covenant , obligation , term or condition of this guarantee and from and against all losses , damages ,costs , charges and expenses of any kind which the seller may incur because of or arising out of the default by the Customer under the sellers terms and Condition of trading or howsoever arising AND I /WE FURTHER DECLARE that the proper law of this Guarantee shall be the law of the state or Territory in which the principal office of the seller is located and that any proceedings to be taken by the Seller may be taken in the courts of such state or Territory and each party irrevocably and unconditional submits to the non -exclusive jurisdiction of the Courts such state or territory . AND THE PARTIES DECLARE in the above provisions , references to persons include references to a firm , a body corporate, an association , whether incorporated or not , a government and a governmental , semi-governmental and local authority and agency and words and expressions , including defined terms , in singular form include a importing each other gender.AND THE GUARENTOR HEREBY DECLARES that I /WE understand the nature and effect of the within Guarantee and I /WE have had the opportunity of obtaining independent legal advice before signing this guarantee.

DATED the _____ day of _____, 20____

SIGNED by the Guarantor in the presence of _____ Guarantor

Witness' full Name and Address

SIGNED by the Guarantor in the presence of _____ Guarantor

Witness' full Name and Address



FLYING STANDARD

PRIVACY ACTS CONSENTS

The applicant named below hereby gives it / his / her/ consent to the Company /Firm named above (“the Company”) to the following matters required under the Privacy Act

- (a) The company may disclose certain credit information to a Credit Reporting Agency

That the company may disclose the information contained in this application and arising out of the operation of the Account to a credit Reporting Agency in accordance with the provisions of the Privacy Act 1988 (as amended) included without limitation the fact that an account has been applied for and the amount of credit applied for, details of any payments which have become overdue for more than 60 days for which collection action has commenced, any cheques that have been written that have been dishonoured more than once , advise that payments are no longer overdue and that the credit has been provided has been discharged.

- (b) The company may obtain certain credit information

That the Company and any authorised agent under the Privacy act are authorised for the purposes of assessing this application and any other later requests for credit and / or for the collection of overdue payments in respect of commercial credit which has ben provided by the company to obtain a credit report containing personal credit information about the Applicant , and a report containing information about its / his /her commercial and consumer credit activities and credit worthiness from a credit reporting agency and any financial institutions or credit providers named in this application or whose names are included in a credit report about their credit worthiness.

- (c) The company may exchange certain information with other credit providers that the company may obtain from :

- (i) any credit providers named in this application
- (ii) any authorised agent deemed to be a credit provider under the privacy act;and
- (iii) any credit providor named in a commercial report issued by a credit or commercial reporting agency about thye applicants personal or commercial credit arrangements , credit worthiness and credit history for the purposes permitted under the privacy act.

The Applicant acknowledges that each of the above authorities and consents remain in force until any account facility granted by the Company is at an end and all sum owing in relation thereto have been paid in full.

Signature of person signing on behalf of Applicant

Print Name

Position of signatory

Date



TERMS AND CONDITIONS OF TRADING

1. **General:** These terms and Conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services will be supplied by the seller on any terms or conditions other than those set out herein and by taking delivery of the goods the customer shall be deemed to agree to these terms and conditions. for the purposes of these terms and Conditions the seller shall mean and include the party named above and/or the Supplier of the goods and services sold and Customer shall mean the party to whom goods and services are sold and/or in whose name an account is maintained by the seller.
2. **Payment:** The customer agrees to comply with the trading terms of the seller and payment for goods or services shall be made by the customer to the seller thirty (30) days from the date of the invoice. it is agreed that if the customer does not make payment within the period specified herein then the customer will pay to the seller by way of liquidated damages a default charge calculated by the application of a daily percentage rate of 0.06% on the unpaid balance of the amount due from the due date for payment until the date that the total sum due to the seller is paid in full.
3. **Claims:** (i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies the seller in writing of its claim within 7 days of receipt of the goods. (ii) No return of allegedly defective or faulty goods will be accepted by the seller unless the seller has given prior written authorisation for the return.
4. **Force Majeure:** If for any reason beyond the control of the Seller (including without limitation as a result of any strike trade dispute, fire, tempest , theft or breakdown) , orders cannot be filled at the times stipulated by the customer, the seller shall be entitled to determine the contract and the customer shall not have any claims for damages arising out of such cancellation, without prejudice to the rights of the seller to recover all sums owing to it in respect of deliveries made or services provided prior to the date of such determination.
5. **Warranty:** All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by the seller as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any warranties are incapable of exclusion at law . The liability of the seller for damages arising out of the contract shall be limited to the costs of rectification of any faulty workmanship or material or the replacement of any faulty goods and the seller accepts no responsibility or liability whatsoever including liability for negligence, goods, that do not correspond with the description on the sellers invoice and/or the packaging of the goods sold or any liability for consequential loss however arising.
6. **Freight costs:** The seller shall not be liable for freight costs on goods returned to it by the customer.
7. **Default:** In the event of the customers default under these terms and conditions the customer shall pay to the seller on demand all costs including without limitation all legal costs(on a solicitor/own client basis) all mercantile agents fees incurred by the seller in recovering or attempting to recover all amounts outstanding and payable under these terms and conditions and any dishonour or bank fees incurred by the seller relating to payments made by the customer from time to time.
8. **Change of Ownership:** The customer agrees to notify the seller in writing of any change of ownership of the customer within 7 days from the date of such change and indemnifies the seller against any loss or damage incurred by it as a result of the Customer's failure to notify the Seller of any change.
9. **Cancellation:** Orders placed with the Seller cannot be cancelled without the written approval of the Seller. In the event that the seller accepts the cancellation of any order placed with it shall be entitled to charge a reasonable fee for any work done on behalf of the seller to the date of the cancellation including fee for the processing and acceptance of the Customers order and request for cancellation.
10. **Lien:** The customer hereby acknowledges that the seller has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.
11. **Title to goods:** (i) Notwithstanding anything to the contrary express or implied, property in the goods shall remain with the seller and shall not pass to the Customer until the seller has received payment in full for the goods and the customer has discharged in full all its accounts with the seller relating to all contracts made with the seller, (ii) If payment is made by the Customer by way of cheque ownership shall not pass to the customer until the cheque has been honoured, (iii) until the goods are paid for in full the customer shall hold the goods as a trustee for the seller and shall keep the goods as a fiduciary for the seller and shall store and identify the goods in a manner that clearly shows the sellers ownership thereof. (iv) In the event that the customer fails to pay the seller for the goods by the due date required for payment under the sellers terms of trade , the customer (without prejudice to the sellers rights as an unpaid seller or any of its other rights and remedies to retake possession of the sellers goods from the purchaser hereby agrees to deliver up the goods to the seller upon demand by the seller and consents to the seller retaking possession of the goods which remain unpaid and thereupon the seller shall be entitled to resell the goods to a third party, (v) The parties acknowledge that by supplying or accepting goods on the terms herein specified , it is not intended to create a charge mortgage or other security interest over any of the goods supplied.
12. **Power to sell Goods:** Nothing herein contained shall prevent from the customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for the seller until the seller has received payment in full for its goods.
13. **Certificate:** A certificate signed by an officer o the seller will prima facie evidence of the Customers liability to the Seller at the date of the certificate.
14. **Jurisdiction:** The proper law of all contracts arising between the Seller and the customer is the law of the state or territory in which the seller's principal office is located and the parties agree that all claims and disputes relating to the goods sold shall be determined in a court of competent jurisdiction nearest such principal office and the parties irrevocably agree to submit to the non -exclusive jurisdiction of such court.