



### CREDIT APPLICATION

Applicant Company Name			
Accounts Contact Person		Sales Contact Person	
Business Address			
Postal Address			
Bus Phone		Bus. Fax	
Director/Owners Name		Date Business Commenced	
Residential Address			
Phone		ABN:	
Please provide 3 trade references below:			
Name	Contact Person	Phone/Fax	

In applying for trade credit from Kookaburra Safes I/we, the undersigned, agree that any credit extended is on the Terms & Conditions of Sale as detailed overleaf.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

PO Box 2313  
 Lower Templestowe VIC 3107  
 PHONE: 1800 637 429 • FAX: (03) 9857 9915

**SSV Pty Ltd trading as  
KOOKABURRA SAFES**

**TERMS & CONDITIONS OF SALE**

1. Terms are strictly cash on delivery, unless a credit facility has been granted by SSV Pty Ltd (referred to herein as “the Company”)
2. Credit will only be granted at the sole discretion of the Company, consequent upon the submission of a completed Credit Application and any credit granted may be revised by the Company at any time at its discretion.  
All accounts are payable strictly net 30 days from the date of each invoice.  
All credit sales are made upon the following Terms and Conditions. The Company reserves the right to withdraw credit facility upon breach by the customer of any of these terms and conditions. The Customer herein agrees that upon such withdrawal, any and all monies owing on the account become due and payable immediately.
3. The company reserves the right to vary quoted prices, without notice, in accordance with variations in currency exchange rates, Government taxes and charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.  
All goods are sold ex-warehouse. Freight can be arranged for and on behalf of the customer, if required. In such a case the goods are at the customer’s risk from the time they leave the warehouse and, in no circumstances, shall the Company accept any liability in relation to any transport arranged.
4. The Company reserves the right to, at any time, make such alterations to the specification, design or construction of goods as the Company shall, at its own discretion, deem fit, provided that the goods remain of merchantable quality and, only if the customer has reasonably made known to the Company the purposes for which it requires the goods, the goods shall remain sufficiently for such purposes.
5. Title to all goods supplied by the Company remains with the Company and does not pass to the customer until payment is made by the customer for all goods supplied to it by the Company  
Prior to title to such goods passing to the Customer, the Customer agrees to hold any goods delivered to it by the Company as a bailee.  
Notwithstanding the above paragraphs, the Customer may sell any goods to a third party in the course of business and deliver them to that party, provided that:
  - i) where the Customer is paid by that party, the customer holds the whole of the proceeds of sale on trust for the Company and
  - ii) where the Customer is not paid by that party, the Customer agrees to assign, at the option of the Company, its claim against that party to the Company upon receiving notice from the Company that it requires such an assignment.

Prior to title in such goods passing to the Customer or the goods being sold to a third party, the customer agrees to hold such goods as a fiduciary for the Company.  
Prior to title to such goods passing to the Customer or the goods being sold to a third party, and notwithstanding that the title to such goods remains with the Company, the Customer agrees to hold the goods at its risk and be liable to compensate the Company for all loss or damage sustained to the goods whilst they are in its possession.  
Prior to title to such goods passing to the Customer or the goods being sold to a third party, the customer agrees that the company is able to enter upon the Customers premises and retake possession of the goods.  
The provisions of this clause apply notwithstanding that the Company may have allowed credit to the Customer.  
Each of the sub paragraphs of this clause shall be severable with the intent that the remaining sub paragraphs continue to have effect.
6. Upon delivery of the goods or any part of the goods the customer shall inspect such goods and within seven days of delivery shall deliver to the Company notice in writing of any complaints which the Customer may have regarding goods supplied by the Company. If no written complaint is received by the Company within that time the Customer agrees that it shall not raise any complaint and shall be deemed to have accepted the goods delivered.
7. The Company will only accept goods returned to it for credit by prior agreement having been issued with a Return Authorisation Reference, or (subject to Clause 6) to the extent that goods supplied by the Company do not correspond with the goods ordered by the Customer. Except in the case of goods incorrectly supplied, the Company may at its sole discretion, and providing the goods were sold within 60 days from the required return date, refund the purchase price or credit the Customers account (as applicable) with the purchase price of the goods subject to an administrative charge of 10% on the purchase price of the goods.
8. The proper law of any contract for supply of goods by the Company shall be the law applicable in Victoria and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of Victoria. The customer agrees that these terms & conditions of sales shall constitute the prevailing basis of agreement in the event of conflict with any terms and conditions of purchase furnished by the customer.