

# APPLICATION FOR A COMMERCIAL ACCOUNT WITH



**Super Retail Commercial PTY LTD**

ABN 59 153 320 800

PH: 1800 105 979

*Head Office:*  
751 Gympie Rd  
LAWNTON QLD 4501

*Postal:*  
P.O. Box 344  
STRATHPINE QLD 4500

**Please print and complete fully.** Please return all 4 pages; any required sections not fully completed will delay the processing of this application. Please call our Account Enquiry Hotline on **1800 105 979** if you require any assistance completing this form. Completed forms can be posted directly to: **P.O. Box 344 Strathpine, QLD, 4500**, or emailed to: **srcorders@superretailgroup.com**

## ACCOUNT DETAILS

TRADING NAME: ..... ABN: .....

REGISTERED NAME: .....  
(If different from above)

BUSINESS ADDRESS: .....  
(Full Street Address)

..... POSTCODE: .....

POSTAL ADDRESS: .....  
(If different from above)

..... POSTCODE: .....

BUSINESS PHONE: (.....) ..... FAX: (.....) .....

HOW LONG HAVE YOU BEEN IN BUSINESS? .....

PAYMENT TERMS REQUESTED? 7  14  21  30  CREDIT LIMIT REQUESTED? \$ .....

## CONTACT DETAILS

ACCOUNT CONTACT: ..... PHONE: (.....) .....

EMAIL: .....

PURCHASING CONTACT: ..... PHONE: (.....) .....

EMAIL: .....

## PURCHASE ORDER REQUIRED

Please initial the box to acknowledge that a Purchase Order must be presented to our company representative. These will be retained as purchase authorisation.

All purchases will require the presentation of a Purchase Order to SUPER RETAIL COMMERCIAL Pty Ltd

## PRIVACY POLICY AGREEMENT

I agree to the terms in Super Retail Group's privacy policy. A copy of the Privacy Policy is available on our website, or upon request.

## CREDIT REFERENCES

NAME	TELEPHONE	EMAIL ADDRESS	CREDIT LIMIT
1. ....	(.....) .....	.....	\$ .....
2. ....	(.....) .....	.....	\$ .....

## PARTICULARS OF DIRECTOR(S) OR AUTHORISED REPRESENTATIVE(S)

1. .... Full Name	2. .... Full Name
..... / ..... / .....	..... / ..... / .....
Position	Position
..... / ..... / .....	..... / ..... / .....
Date of Birth	Date of Birth
..... Address	..... Address
(.....) ..... Private Phone	(.....) ..... Private Phone
..... / ..... / .....	..... / ..... / .....
Drivers Licence Number	Drivers Licence Number
..... / ..... / .....	..... / ..... / .....
Expiry Date	Expiry Date

**AGREEMENT**

In consideration of Super Retail Commercial Pty Ltd providing Goods on credit:

- 1. I/we apply to trade with Super Retail Commercial Pty Ltd in accordance with the Terms and Conditions of Sale overleaf and shall observe and perform the Terms and Conditions if this Application is accepted.
2. I/we acknowledge and agree that Super Retail Commercial Pty Ltd may, if Super Retail Commercial Pty Ltd considers it relevant to assessing my/our application for commercial credit:
a) in accordance with Section 18K(1)(b) of the Privacy Act 1988 (Cth), seek consumer credit information from a credit reporting agency and obtain a credit report containing personal credit information about me/us.
b) in accordance with Section 18N(1)(b) of the Privacy Act 1988(Cth), obtain information about me/us from other credit providers/referees, whose names I/we may have provided for Super Retail Commercial Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our commercial credit worthiness.
c) in accordance with Section 18K(1) of the Privacy Act 1988 (Cth), obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.
d) give a credit reporting agency personal information about our credit application. Such information may include identity particulars, the fact that we have applied for credit and the amount, the fact that Super Retail Commercial Pty Ltd is a credit provider to us, any payment which has been overdue, any payment for which collection action has commenced, advice that payments are no longer overdue, cheques drawn for \$100 or more by us which have been dishonoured more than once, any serious credit infringements, that credit has been paid or discharged.
3. I/We hereby acknowledge, affirm and agree the I/we have read and understood the preceding terms of this Agreement and the Terms and Conditions of Sale overleaf and certify the information supplied herein as the basis for you to grant credit is true and correct.
4. I/We are duly authorised to execute this application on behalf of the Customer.

DATED THIS ..... Day of ..... in the year .....

Name ..... Signature.....

Name ..... Signature.....

**SIGNED FOR AND ON BEHALF OF THE APPLICANT BY DIRECTOR(S) OR AUTHORISED REPRESENTATIVE**

(Who states he/ she has Authority to sign this application)

Company or Authorised Representative of: .....

**IN THE PRESENCE OF (INDEPENDENT WITNESS NOT BEING A PARTY TO THIS AGREEMENT):**

Witness Name ..... Signature.....

Residential Address ..... Postcode.....

**GUARANTEE AND INDEMNITY**

TO: SUPER RETAIL COMMERCIAL PTY LTD ABN 59 153 320 800 In consideration of the supply of goods or services by SUPER RETAIL COMMERCIAL Pty Ltd ..... ("Customer")

Please Print Full Name..... ("Guarantor") Please Print Full Name..... ("Guarantor")

At my/our request, covenants with Super Retail Commercial Pty Ltd (SRC) as follows:

- 1. If there is more than one Guarantor, "Guarantor" means all of them collectively and each of them individually and this guarantee and indemnity shall be enforceable against the Guarantor jointly and severally. A "Co-surety" includes any other person who otherwise guarantees payment of the moneys owing to SRC.
2. The Guarantor guarantees:
a) the due and punctual payment to SRC by the Customer of:
(i) all moneys which the Customer may now or in the future be liable to pay to SRC for the supply of goods or services;
(ii) any interest payable on overdue accounts; and
(iii) any costs, incurred by SRC, in relation to any attempt to recover moneys owed to SRC by the Customer.
b) the due performance of the Customer's obligations under the terms and conditions of supply of goods or services by SRC to the Customer on credit.
3. This guarantee and indemnity constitutes a continuing and irrevocable obligation until the Guarantor is expressly released by SRC and it is not discharged until final payment or settlement of accounts.
4. This guarantee and indemnity constitutes an unconditional obligation that is not affected by anything which, under the law relating to sureties, might otherwise affect the Guarantor, including:
a) any change in the legal capacity, rights or obligations of the Guarantor, the Customer or a Co-surety; or
b) the fact that, in relation to any of the moneys or any security, guarantee or indemnity for them, SRC:
(i) obtains a judgement against the Customer, a Co-surety or any other person; or
(ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with any security, guarantee or indemnity; or
(iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of the Customer, a Co-surety or any other person to SRC or to the Guarantor; or
(iv) receives any dividends out of the estate or assets of the Customer, a Co-surety or of any person; or
c) any security, guarantee or indemnity held or taken by SRC being void, defective or informal or ranks after any other security or obligation for any reason; or
d) the death, mental or physical disability or insolvency of the Customer, a Co-surety or any other person; or
e) a variation or extension to, or a stopping, replacement or refusal of any credit or other arrangement (including an increase in any credit or a variation in the terms of supply of Goods) given to the Customer whether with or without the Guarantor's consent or knowledge;
f) any moneys being irrecoverable from the Customer, a Co-surety or any other person for any reason; or
g) the cessation of business by any firm or partnership which the Customer or the Guarantor comprises or any change in its membership; or
h) where there is more than one Guarantor and only one or more Guarantor, but not all of the Guarantors, has executed this Guarantee and Indemnity.
5. This guarantee and indemnity constitutes principal obligations of the Guarantor and SRC is not required to make demand first or take action first against the Customer or to marshal its security.
6. If the Customer is wound up, enters administration, made bankrupt or makes a deed of arrangement, composition or compromise in satisfaction of its debts or (being a natural person) dies, the Guarantor must not prove or claim in the assets of the Customer in competition with SRC. If the Guarantor has a prior claim on the assets of the Customer then the Guarantor will, if directed SRC lodge a proof of debt and must hold any distribution or payment received on trust for SRC.
7. The Guarantor charges as beneficial owner and as trustee of every trust (meaning each trust for which the Guarantor holds land or other property as trustee) all the Guarantor's land (including land acquired in the future) in favour of SRC to secure the payment of the moneys and the performance and observance of the Guarantor's covenants in this guarantee and indemnity.
8. This guarantee and indemnity is binding on the Guarantor and the Guarantor's executors, administrators and successors.
9. The Guarantor fully understands the risks associated with this guarantee and indemnity and freely elects to its execution.
10. This guarantee and indemnity is governed by the laws of Queensland and the applicable laws of the Commonwealth of Australia. The Guarantor submits to the non-exclusive jurisdiction of the courts of any state or territory of Australia or the Commonwealth of Australia elected by SRC.

EXECUTED as a deed this ..... day of ..... in the year .....

Guarantor Signature ..... Guarantor Signature.....

Residential Address ..... Residential Address .....

Independent Witness Name & Address (witness not being party to this agreement) .....

## TERMS AND CONDITIONS OF SALE

1. **General**
  - 1.1. Until written notification is received by the Customer from Super Retail Commercial Pty Ltd (hereinafter referred to as "SRC") that this Application is approved, the Customer is not entitled to any credit for the supply of Goods.
  - 1.2. The Customer will be notified in writing of the credit limit if this Application is approved.
  - 1.3. These terms and conditions are deemed incorporated into the conditions under which an Application is approved.
  - 1.4. Any terms and conditions of the Customer's order that deviate from or are inconsistent with these terms and conditions (regardless of any assertion by the Customer that their terms and conditions shall prevail) are expressly rejected by SRC unless otherwise agreed to in writing.
  - 1.5. SRC reserves the right to accept or refuse any order for Goods at its discretion and the acceptance of an order may be conditional upon the receipt of a satisfactory credit assessment of the Customer.
  - 1.6. The Customer will be notified in writing if SRC makes any variations to these terms and conditions. If any Goods are purchased after the date of a notice of variation, such purchase will be deemed to be the Customer's acceptance of such varied terms and conditions.
  - 1.7. Until an order for the purchase of Goods has been accepted by SRC either in writing or by conduct, no contract for the supply of Goods shall exist between SRC and the Customer.
  - 1.8. The Customer's personal representatives, successors and permitted assigns shall be bound by the terms and conditions and all obligations contained herein, to the benefit of SRC and its successors and assigns.
2. **Prices and Quotations**
  - 2.1. SRC reserves the right to alter prices without notice.
  - 2.2. As a customer you agree to pay any GST and any other government duties, levies or taxes payable in respect of the goods and services provided by SRC.
3. **Orders, Delivery and Risk**
  - 3.1. All supplies of goods are subject to availability of stock at the time of delivery.
  - 3.2. SRC reserves the right to deliver and order in instalments and each instalment is considered a separate contract.
  - 3.3. Wherever possible, goods not supplied will be backordered and will be supplied when available.
  - 3.4. Where goods are delivered, as a customer you may choose the method of delivery and agree to pay all delivery costs, unless otherwise stated.
  - 3.5. All claims for shortages and damages must be reported within 48 hours of receipt to SRC.
  - 3.6. As a customer you are responsible for the insurance and risk of the goods from the time they are received by the carrier or collected from SRC by yourself or appointed agent.
4. **Payment**
  - 4.1. Payment for all Goods shall be made in accordance with the agreed terms as advised by SRC upon application being successful.
  - 4.2. The only accepted means of paying accounts will be by cash, cheque, electronic funds transfer or credit card (Mastercard & Visa only), all without any deduction, unless otherwise agreed to by SRC.
  - 4.3. Interest may be charged at 2% per month (24%p.a.) on overdue payments at the discretion of SRC.
5. **Account Terms**
  - 5.1. The Customer will be notified in writing if SRC makes any alteration to the credit limit.
  - 5.2. SRC may withdraw the Customer's credit facilities at any time without notice if the total prices of all the Goods purchased by the Customer, is less than the Minimum Spend in any six month period.
  - 5.3. The Customer shall pay any reasonable costs, expenses and disbursements incurred by SRC (including any collection costs, dishonoured cheque fees and legal costs) arising from non-compliance and incidental to the enforcement of or any litigation on these terms and conditions or from a default on payment.
6. **Goods Returned for Credit**
  - 6.1. Goods returned for credit must have a Return for Credit (RFC) authorisation number, which can be obtained from Super Retail Commercial Operations. To ensure full credit, the authorised RFC number, customer details and original invoice number must be clearly printed and firmly attached to each package being returned. Goods must be unused and of saleable condition with their original packaging.
  - 6.2. On return of goods under clause 6.1, SRC will refund the purchase price less the transportation costs unless otherwise agreed.
  - 6.3. Specially manufactured items considered 'Special Orders' will not be refundable under any circumstances.
  - 6.4. Any claims for faulty goods will require the customer to complete a RFC in the first instance. The RFC must show the invoice number and the reason for the claim and any other relevant information to enable SRC to fully investigate the claim.
  - 6.5. Faulty goods are not to be returned until the claim has been approved by SRC and customer advised, in these instances SRC will reimburse the customer for any reasonable costs incurred in returning these products to our nominated DC.
7. **Default**

If the Customer:-

  - 7.1. fails to make due and punctual payment of any moneys owed to SRC; or
  - 7.2. is wound up or goes into bankruptcy; or
  - 7.3. is placed in receivership or voluntary administration; or
  - 7.4. is otherwise in breach of these terms and conditions;

then:-

  - 7.5. all moneys owed to SRC by the Customer become immediately due and payable; and
  - 7.6. SRC may, without prejudice to any other rights:
    - 7.6.1. withdraw the supply of Goods on credit;
    - 7.6.2. withhold any future supply of Goods;
    - 7.6.3. enter onto the Customer's premises to retake possession of the Goods and sell them.
8. **Property**
  - 8.1. The Goods shall be at the sole risk of the Customer on the Customer's receipt of those Goods.
  - 8.2. Until all moneys owed to SRC have been paid for in full:
    - 8.2.1. SRC retains ownership of the Goods despite clause 5.1;
    - 8.2.2. the Customer:
      - 8.2.2.1. holds the Goods as SRC fiduciary agent and bailee and indemnifies SRC for any damage or alteration to the Goods;
      - 8.2.2.2. must properly store the Goods separately and in a manner which identifies SRC as the owner;
      - 8.2.2.3. may sell the Goods as bailee for SRC, but must hold the moneys received on trust for SRC and account to SRC for all proceeds of the Goods (including insurance proceeds); and

## TERMS AND CONDITIONS OF SALE (CONTINUED)

8.2.2.4. must permit SRC reasonable access to the Customer's premises to inspect or repossess the Goods The Customer must make arrangements with the Customer's landlord as appropriate to give SRC entry to the Customers premises within 24 hours from receipt of notice from SRC.

8.3. The Customer agrees that:

- 8.3.1. the Customer grants SRC a purchase money security interest ("Security Interest") under the Personal Property Securities Act 2009 (Cth) ("PPSA") in the Goods and their proceeds to secure all amounts owed by the Customer to SRC;
- 8.3.2. SRC may register the Security Interest on the Personal Properties Securities Register ("PPSR") under the PPSA;
- 8.3.3. the Customer will:
  - 8.3.3.1. do all things necessary and provide SRC on request all information SRC may require to register a financing statement or financing charge statement on the PPSR;
  - 8.3.3.2. not take possession of the Goods by way of, or transfer the Goods to (other than in the sale of the Goods in the ordinary course of business), any enterprise other than the one acknowledged above without first notifying SRC; and
  - 8.3.3.3. if requested by SRC, pay SRC the cost of registering and maintaining registration of the Security Interest on the PPSR, within 14 days of that request.
- 8.3.4. SRC need not give any notice under the PPSA (including a verification statement or a financing change statement) unless the notice is required by the PPSA and cannot be excluded;
- 8.3.5. the Customer may not disclose information of the kind referred to in section 275(1) of the PPSA (except where the Customer is required to do so pursuant to section 275(7) of the PPSA) and the Customer must not authorise the disclosure of such information without SRC prior consent;
- 8.3.6. the Customer appoint SRC as the Customer's attorney to sign in the Customer's name all documents which SRC consider necessary to enforce or protect SRC's rights and powers under these terms and to perfect, preserve, maintain, protect or otherwise give full effect, under the PPSA and related regulations, to these terms and the Security Interest;
- 8.3.7. the Customer shall not grant or allow anyone else to register any security interest over the Goods, or any proceeds from the Goods, whilst there is still any money owing to SRC in connection with the supply of the Goods;
- 8.3.8. unless otherwise defined in these terms, the terms and expressions used in clause 8.3 have the meanings given to them, or by virtue of, the PPSA; and
- 8.3.9. if for any reason the Customer does not agree to be bound by clause 8.3, or the Customer cannot comply with clause 8.3, the Customer must not take possession of the Goods. SRC may seek to recover from the Customer, SRC's reasonable costs (if any) associated with the delivery and/or return of the Goods if, without reasonable prior notice, the Customer does not take possession of the Goods.

### 9. Return of Goods

- 9.1. Goods being returned for credit must have been purchased from SRC, and be returned in an unused and saleable condition together with original packaging.
- 9.2. For Goods specially ordered for Customer's requirements, no credit will be issued for Goods returned after 14 days from pick up.

### 10. Notice

- 10.1. Any notice to be given to SRC by the Customer may be sent to Finance Services, SRC at PO Box 344, Strathpine Qld 4500 or emailed to [trade\\_accounts@superretailgroup.com](mailto:trade_accounts@superretailgroup.com)
- 10.2. Any notice to be given to the Customer by SRC shall be sent to the last known address or email whichever is applicable. Notices shall be considered to have been sufficiently delivered 2 days after mailing or in the case of email once it has been sent, unless a notice of a failure is received.

### 11. Trust and Trustees

Where the Customer is a trustee, the Customer certifies that it has full power and authority to act on behalf of the trust and to enter into these terms and conditions and the previous section of this document entitled "Agreement". The Customer further agrees that it shall be bound by these terms and conditions and that it enters into this agreement both personally and as trustee.

### 12. Notification of Changes

- 12.1. The Customer agrees to notify SRC within 7 days of any changes to:
  - 12.1.1. the address of the business or the address where the Goods will be situated;
  - 12.1.2. the trading name or ABN of the business; or
  - 12.1.3. the persons (Proprietors, Partners or Directors/Trustees) conducting the business.
- 12.2. SRC reserves the right to request that a new Application for a SRC Commercial Account be completed on notification of such a change.

### 13. Severance

In the event that any part of these terms and conditions is or becomes void or unenforceable, that part is severed so that the validity and enforceability of the remainder of these terms and conditions shall not be affected.

### 14. Waiver

SRC failure to exercise any right or power does not operate as a waiver and a partial exercise of a right or power does not preclude any further exercise of the right or power.

### 15. Law

These terms and conditions are governed by and construed in accordance with the laws of Queensland and the applicable laws of the Commonwealth of Australia. The Customer agrees to submit to the non-exclusive jurisdiction of the courts of any state or territory of Australia or the Commonwealth of Australia as selected at SRC discretion.

### 16. Interpretation

In these terms and conditions, unless contrary to the context:

- 16.1. "Account" means each account of the Customer, held with SRC, for moneys owing in relation to the supply of Goods;
- 16.2. "Application" means the Application for a SRC Account in which these terms and conditions are incorporated;
- 16.3. "Customer" means and includes any natural person, company, partnership or other entity whose order for the purchase of Goods is accepted by SRC;
- 16.4. "Goods" means and includes goods and services supplied or to be supplied to the Customer by SRC;
- 16.5. "Minimum Spend" means the amount of \$1,000 unless SRC tells the Customer
- 16.6. "SRC" means Super Retail Commercial Pty Ltd ABN 59 153 320 800 or any of its subsidiary or related companies.