



# MEREDITH DISTRIBUTION

Suppliers of Fasteners Tools & Equipment

ABN 93 084 560 565

**HEAD OFFICE** - 2-3/54 Westgate Street, Wacol BNE QLD - Tel (07) 3879 4222 Fax (07) 3879 4227  
**BRISBANE** - 5/23 Londor Close, Hemmant BNE QLD - Tel (07) 3890 5729 Fax (07) 3890 5739  
**GOLD COAST** - 1/15 Mercantile Court, Ernest QLD - Tel (07) 5563 3211 Fax (07) 5563 3702  
**SUNSHINE COAST** 1/2 Neumann Court, Kunda Park QLD - Tel (07) 5445 2144 Fax (07) 5445 2155  
**SYDNEY** 4/48 Garema Cct, Kingsgrove NSW - Tel (02) 9758 4210 Fax (02) 9758 4209

**Accounts** Tel (07) 3879 4223 Fax (07) 3879 4212 PO Box 228, Carole Park QLD 4300

## ACCOUNT APPLICATION FORM

Account Name  
Of Applicant: \_\_\_\_\_

A.B.N Number: \_\_\_\_\_ A.C.N Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Buyers Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank: \_\_\_\_\_ Chqs Drawn By: \_\_\_\_\_

Credit Required: \_\_\_\_\_ Email Address: \_\_\_\_\_

Director/Owner/s Name  
& Private Address: \_\_\_\_\_

### CREDIT REFERENCES:

1. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

2. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

3. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

In making this credit application I/we

1. Understand your terms of payment are 30 days from the end of the month of purchases
2. Agree to honour your payment terms.
3. Authorise your company to verify the details we have provided in this application.

4. As a director of \_\_\_\_\_ (Full details of Company inc. ABN/ A.C.N.) I personally guarantee that any accounts for goods purchased from Meredith Distribution Pty. Ltd. (ABN 93 084 560 565) plus any costs incurred due to litigation, will be honoured by me as a director.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Meredith Sales

Representative: \_\_\_\_\_ Mobile No: \_\_\_\_\_

## MEREDITH DISTRIBUTION PTY LTD

### GENERAL TERMS AND CONDITIONS

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) The Customer acknowledges that these terms and conditions embody the whole agreement between the parties and agree to be bound by them.

### PAYMENT.

Payment shall be made by the Customer to MEREDITH DISTRIBUTION for all goods supplied, work and labour done and services rendered within 30 DAYS of the month following invoice. The Customer acknowledges that time is of the essence with regard to payment and that any breach of this term will enable MEREDITH DISTRIBUTION to exercise all of its rights contained herein including (but without in any way limiting its right) the right to cancel further their credit and to take legal action for the recovery of all sums outstanding.

### INTEREST.

Should any payment remain outstanding beyond MEREDITH DISTRIBUTION'S payment terms as outlined in clause 1 above, the Customer agrees to pay interest on all amounts outstanding from the due date of payment at a rate equal to MEREDITH DISTRIBUTION'S then current overdraft rate as varied from time to time.

### COSTS.

Should payment remain outstanding beyond MEREDITH DISTRIBUTION'S payment terms as outlined in clause 2 above, the Customer is liable for all costs including legal costs (on a Solicitor / own client basis) and mercantile agents' fees incurred by MEREDITH DISTRIBUTION in recovering the outstanding amount.

### DELIVERY.

Goods shall be delivered to the address specified in the credit application as the address for delivery unless otherwise agreed to in writing between the parties. In the event that a delivery date is specified by the Customer, MEREDITH DISTRIBUTION shall use its best endeavours to comply with the Customer's requests. In no circumstances will MEREDITH DISTRIBUTION be liable for loss or damage of any kind whatsoever in the event that it is not able to comply with the Customer's request for delivery at a certain time. The Customer agrees that it will not make any claim against MEREDITH DISTRIBUTION for any loss or damage incurred as a result of late delivery.

The goods will be delivered by MEREDITH DISTRIBUTION to the customer at a cost of \$7.50 plus GST to any one site in the Metropolitan area. Should delivery be required beyond the Metropolitan area MEREDITH DISTRIBUTION will deliver to a carrier of the Customer's choice. Should delivery be required to more than one address, written notice should be provided to MEREDITH DISTRIBUTION at the time of order and the Customer will be responsible for payment of any additional costs.

### SURCHARGES.

MEREDITH DISTRIBUTION reserves the right to charge surcharges when the purchase of goods is less than one hundred and ten dollars including GST. MEREDITH DISTRIBUTION reserves the right to charge surcharges on the return of product for credit.

### CLAIMS.

The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies MEREDITH DISTRIBUTION in writing of its claim within 14 days of receipt of the goods.

No return of allegedly defective goods will be accepted by MEREDITH DISTRIBUTION unless it has given prior written authorization for the return.

### WARRANTY.

All warranties whether express or implied statutory or otherwise with regard to the goods supplied by MEREDITH DISTRIBUTION as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion at law.

### CHANGE OF OWNERSHIP.

The Customer agrees to notify MEREDITH DISTRIBUTION in writing of any change of ownership of the Customer within (7) days from the date of such change and indemnifies MEREDITH DISTRIBUTION against any loss or damage incurred by it as a result of the Customer's failure to notify MEREDITH DISTRIBUTION of any change.

### CANCELLATION.

Orders placed with MEREDITH DISTRIBUTION cannot be cancelled without written approval of MEREDITH DISTRIBUTION. In the event that MEREDITH DISTRIBUTION 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 Customer to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.

### LIEN.

The Customer hereby acknowledges that MEREDITH DISTRIBUTION 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.

### JURISDICTION.

The proper law of all contracts arising between MEREDITH DISTRIBUTION and the Customer is the law of the State where contract transpired and the parties agree to the jurisdiction of the courts of that state.

### TITLE.

Property in any article sold by MEREDITH DISTRIBUTION shall not pass from MEREDITH DISTRIBUTION to the purchaser until the Purchaser has paid for the article in full and all cheques and other negotiable instruments have been cleared. The risk of loss or damage to the article shall be entirely at the risk of the Purchaser upon delivery to the Purchaser.

If any payment for any article sold by MEREDITH DISTRIBUTION is overdue or if the Purchaser pays MEREDITH DISTRIBUTION by cheque (in full or in part) and such cheque is not met on presentation by MEREDITH DISTRIBUTION, MEREDITH DISTRIBUTION reserve the right to retake physical possession of the goods in full or in partial satisfaction of the debt and for the purpose the Purchaser hereby consents to MEREDITH DISTRIBUTION or its agents or servants entering upon the Purchaser's premises.

Monies owed by the Purchaser to MEREDITH DISTRIBUTION shall become due immediately upon the commencement of any act or proceeding in which the Purchaser's solvency is involved.

### POWER TO SELL GOODS.

Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that- The proceeds of any such sale be held in trust by the Customer for MEREDITH DISTRIBUTION; and The proceeds of such sale are kept separate from all other monies held by the Customer.