



PO Box 253 Corryong VIC 3707 Ph. 02 6076 2054 F. 02 6076 1673

## INDIVIDUAL/SOLE TRADER CREDIT APPLICATION

(All information supplied in this document is confidential and for the purpose of Costello Rural Only)  
Please complete thoroughly as incomplete data may cause a delay in the opening of your account.

Account Name:.....

Address: Post Code:.....

Postal Address:..... Post Code:.....

Phone No. Business Hrs:..... Phone No. After Hrs:.....

Mobile:..... Fax: .....

Email Address:.....

Driver's License No:.....

ABN No:.....

Do you own or are you paying off you home?     Own         Paying Off         Rent

Monthly Credit Requirement: \$..... Employment Details:.....

Trade References:

(1) Name.....

Address:.....

Phone:..... Fax:.....

(2) Name.....

Address:.....

Phone:..... Fax:.....

(3) Name:.....

Address:.....

Phone:..... Fax:.....

If Costello Rural considers it relevant in assessing my application for Commercial/Consumer Credit, I agree to them obtaining a report from a Credit Reporting Agency, a report containing personal credit information in relation to my credit worthiness and credit history.

I acknowledge that Costello Rural operates a strictly 30 days from end of month of purchase credit facility and agree to adhere to this policy should I be granted a credit facility. Should I default in payment of any subsequent account, any expenses incurred by Costello Rural in relation to collection of same will be reimbursed by me to Costello Rural. I guarantee the performance and observance of the terms and conditions outlined in the terms and conditions of sales & credit.

Name:..... Date:.....

Signed:.....

# TERMS & CONDITIONS OF SALES & CREDIT

(INDIVIDUAL)

## 1. INTERPRETATION

"Costello Rural" means Purling Pty Ltd Trading as Costello Rural.

"The Supplier" means Purling Pty Ltd Trading as Costello Rural.

"The Customer" means the Individual/Company listed above.

"The Goods" means any product (including services) of whatever nature sold or provided by Costello Rural to the Customer.

## 2. TERMS TO BE CONTAINED IN EVERY AGREEMENT

These terms shall form part of every agreement to provide goods between Costello Rural and the Customer. They constitute a full and complete statement of the contract between Costello Rural and the Customer and no modification or variation of any term of the contract shall be binding unless it is made in writing and signed by Costello Rural. The contract shall not be modified or varied by the acknowledgment, receipt or acceptance by Costello Rural of a purchase order form or other document containing Terms and Conditions put forward by the Customer. By dealing with Costello Rural after being provided with a copy of these terms and conditions the customer accepts and agrees to be bound by them.

## 3. PRICE PAYABLE TO COSTELLO RURAL FOR THE GOODS

The Customer agrees that in return for Costello Rural supplying goods to them it will pay Costello Rural's charges for those goods, such charges being calculated based on Costello Rural's normal schedule of charges (such as schedule being available upon request) or at such other price as is agreed on between the parties in writing prior to the supply of the goods. Payment shall be made by cash, bank cheque or otherwise by way of clear funds. Costello Rural may at its sole discretion receive payment by way of credit card.

## 4. PAYMENT FOR THE GOODS

- a) All fees and charges payable by the Customer shall be paid to Costello Rural upon provision to the customer of a Tax Invoice detailing the total amount of the fees and charges and requesting payment.
- b) Costello Rural may, at its sole discretion:
  - i) Provide credit to the Customer for the goods.
  - ii) Require payment from the Customer for the goods at the time of pick up/delivery.
  - iii) Require payment from the Customer for the goods prior to the goods being ordered by Costello Rural
- c) In the event that Costello Rural provides credit to the Customer then the following shall apply:
  - i) The Customer shall make payment for the goods within 30 days following the end of the month of purchase.
  - ii) In the event that any amount payable pursuant to this agreement becomes outstanding then Costello Rural shall be entitled to charge interest on such overdue sums, calculated from the date of Tax Invoice, at a rate of 14% per annum. Such interest shall accrue and be calculated on a daily basis until the date upon which payment is received in full by Costello Rural.
  - iii) The Customer hereby agrees to indemnify and/or reimburse Costello Rural in relation to any costs incurred by Costello Rural in attempting to recover amounts owed by the Customer to it pursuant to this agreement. In the event that some, or all, of the costs incurred by Costello Rural are legal costs, those costs shall be reimbursed by the Customer to Costello Rural on a solicitor/client basis and shall be recoverable from the Customer regardless of whether legal proceedings were commenced by Costello Rural against the Customer.

## 5. RETENTION OF TITLE

The ownership of all goods supplied by Costello Rural to the Customer pursuant to this agreement remains vested in Costello Rural and shall not pass from it to the Customer until payment in full has been received for the goods in question. The Customer irrevocable authorises Costello Rural to enter on to any premises owned or occupied by the Customer for the purpose of retrieving any goods in circumstances where ownership has not passed to the Customer and the Customer is in default of its obligation pursuant to this agreement.

## **6. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)**

6.1 The Customer acknowledges and agrees that:

6.1.1 These Conditions constitute a Security Agreement for the purposes of the PPSA which creates a Security Interest in favour of the Supplier in the Goods and in all present and after acquired property supplied by the Supplier to the Customer (or for the Customer's account);

6.1.2 The Supplier may, without notice to the Customer, register its Security Interest in the Goods, in all present and after acquired property and in all their proceeds as a Purchase Money Security Interest on the Register; and

6.1.3 The Customer will do all things necessary to facilitate Registration of the Supplier's Security Interest.

6.2 Where the PPSA applies to action by the Supplier in relation to the Goods, the Customer waives its right to receive any notices required under sections 95,118,121,130,135 on the PPSA.

6.3 The Customer waives its rights under section 157 of the PPSA to receive a verification statement.

## **7. RISK**

Goods supplied by Costello Rural to the Customer are at the Customer's risk immediately upon delivery to the Customer or into the Customer's custody.

## **8. WARRANTY AND EXCLUSION OF LIABILITY**

a) Any warranty for the goods shall be limited to the warranty offered by the manufacturer of those goods. A copy of any manufacturer's warranty will be made available upon request. Costello Rural makes no warranties, either expressed or implied as to the merchantability, fitness for a particular purpose or otherwise with respect to the goods other than as set out above or as implied by law and which may not be excluded, restricted or modified. In no event will Costello Rural be liable in contract, tort including negligence or otherwise for any loss of prospective profits or production, wasted overheads or expenses, special, indirect or consequential damages, machine work or labour charges or for any expense resulting from any defective goods or inability to use them. Costello Rural's liability in such a case will be limited to the replacement or repair of the goods.

b) The Customer acknowledges that the Customer does not rely on the skill or judgment of Costello Rural as to whether the goods supplied are reasonably fit for any purpose for which they are being acquired.

## **9. COLLECTION OF GOODS**

Unless agreed in writing by Costello Rural the Customer shall be responsible for collecting any goods from the Costello Rural outlet nominated by Costello Rural. Any date provided by Costello Rural as an indication of likely availability of the goods shall be an estimate only and shall not in any circumstances be incorporated in to any agreement between the parties.

## **10. SEVERABILITY OF PROVISIONS**

A Provision of part of these terms which is deemed to be unenforceable shall be severable in whole or in part and shall not affect the remaining terms of the agreement or the portion of the particular term from which the part has been severed.

## **11. EXERCISE OF RIGHTS**

a) No failure or delay on the part of Costello Rural in exercising any of its rights under this agreement shall operate as a waiver of any of those rights.

b) No or partial exercise of any of the rights of Costello Rural under these terms shall preclude the exercise of any rights that it may have.

c) The rights of Costello Rural under this agreement are cumulative and not exclusive of any other rights that Costello Rural may have under statute or by virtual common law.

## **12. GOVERNING LAW**

The rights and obligations of Costello Rural and the Customer under these terms shall be covered in all respects by the laws of the State of Victoria.

## **13. CANCELLATION OF ORDERS**

No order may be cancelled by the Customer except with the consent of Costello Rural and on terms which will indemnify Costello Rural against all losses (including any loss of profits) which it may suffer.

# TERMS & CONDITIONS OF SALES & CREDIT

(COMPANY)

## 1. INTERPRETATION

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## 2. TERMS TO BE CONTAINED IN EVERY AGREEMENT

These terms shall form part of every agreement to provide goods between Costello Rural and the Customer. They constitute a full and complete statement of the contract between Costello Rural and the Customer and no modification or variation of any term of the contract shall be binding unless it is made in writing and signed by Costello Rural. The contract shall not be modified or varied by the acknowledgment, receipt or acceptance by Costello Rural of a purchase order form or other document containing Terms and Conditions put forward by the Customer. By dealing with Costello Rural after being provided with a copy of these terms and conditions the customer accepts and agrees to be bound by them.

## 3. PRICE PAYABLE TO COSTELLO RURAL FOR THE GOODS

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## **8. WARRANTY AND EXCLUSION OF LIABILITY**

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