



## Trading Account Application Form (TAAF)\*

**\*Please note that a Director of the company must fill out this form.**

### Business Details:

Company Name: \_\_\_\_\_ ACN: \_\_\_\_\_  
Trading as: \_\_\_\_\_ ABN: \_\_\_\_\_  
Years Trading: \_\_\_\_\_ Sole Trader: \_\_\_\_\_ Partnership \_\_\_\_\_ Company \_\_\_\_\_ Other: \_\_\_\_\_

### Business Account Details (Accounts Payable) – where to send statements

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ P/Code: \_\_\_\_\_

### Trading Details:

Expected Order Frequency: \_\_\_\_\_ Expected Order Value: \$ \_\_\_\_\_

### Invoice Requirements

Do you require: \_\_\_\_\_ Excel of Invoice (to be emailed) \_\_\_\_\_ PDF of Invoice (to be emailed) \_\_\_\_\_

### Delivery Details:

Does this account have multiple stores? \_\_\_\_\_ Yes \_\_\_\_\_ No

### Section A - Single Store Delivery Details

*(FIS delivery is available for Metro. Syd, Mel, Bris, Ade. Only, if your store is outside the METRO area an on forwarder within the Metro area is required).*

#### 1a. Store Information

Store Name: \_\_\_\_\_ Store Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Store Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ P/Code: \_\_\_\_\_

#### 1b. Store Two Info

Delivery to: \_\_\_\_\_ Store \_\_\_\_\_ On Forwarder \_\_\_\_\_

Delivery Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Mob: \_\_\_\_\_  
Delivery Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ P/Code: \_\_\_\_\_

#### 1c. Delivery Instructions:

Tail Gate \_\_\_\_\_ Fork Lift \_\_\_\_\_ Hand unload \_\_\_\_\_ Other (Please specify) \_\_\_\_\_

#### Additional Delivery Address? \_\_\_\_\_ No \_\_\_\_\_ Yes (Please specify)

Additional Address Type (E.g. off site storage, home, warehouse etc.): \_\_\_\_\_

Delivery Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ P/Code: \_\_\_\_\_  
Delivery Instructions: \_\_\_\_\_ Tail Gate \_\_\_\_\_ Fork Lift \_\_\_\_\_ Hand unload \_\_\_\_\_  
Other (Please specify): \_\_\_\_\_

**\*\*\*FIRST 3 DELIVERIES ARE TO BE PRE-PAID FOR ALL CUSTOMERS\*\*\***

**\*\*\*PLEASE SEE OVER FOR TERMS & CONDITIONS & SIGNING\*\*\***

## Credit Account Application – Only to be complete if a credit account is required

*NB: All applications for credit will require the Guarantee (last 2 pages) to be completed and signed before approval is assessed.*

### Trade Reference:

1. Name	Phone:	Contact:	Spend: \$	/mth
2. Name	Phone:	Contact:	Spend: \$	/mth
3. Name	Phone:	Contact:	Spend: \$	/mth

*NB: Trade references are preferred to be companies within our industry.*

### Bank Details

1. Name	Branch:	BSB:	Account:
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### Director Details:

1. Name	Phone:	*D/L:	DOB:
2. Name	Phone:	*D/L:	DOB:
3. Name	Phone:	*D/L:	DOB:

\*D/L = Drivers License Number

#### 1. Price and Orders

1.1 Orders will (unless otherwise agreed in respect of any particular order) be supplied at the price quoted to the Purchaser and, if no price is quoted, at Poseidon Imports Pty Ltd prevailing price at the date of the relevant order. Stamp duty and government charges of any kind are all for the Purchaser's account where not included in the quoted price. Except where prices are quoted inclusive of sales tax, any sales tax payable will also be to the Purchaser's account.

1.2 Poseidon Imports Pty Ltd is not bound to accept any order submitted by customer.

#### 2. Terms of Payment

2.1 Payment in full must be made by the Purchaser within 30 days of the date of statement. All outstanding amounts due by the Purchaser to the Vendor after that time will attract interest from the 31st day at the Westpac Indicator Rate plus 5%. Interest will accrue from day to day and be compounded monthly in arrears.

2.2 No negotiable instrument accepted or negotiated shall be taken to be payment except to the extent of the sum actually received, despite the issue of any receipt. Customer will be responsible for any charge made Poseidon Imports Pty Ltd' bankers for any cheques not met on presentation. If customer defaults in the punctual payment of any amount due to Poseidon Imports Pty Ltd', all amounts due by Customer by Poseidon Imports Pty Ltd will immediately become payable in full.

2.3 Customer must pay to Poseidon Imports Pty Ltd on demand all legal costs and expenses on a full indemnity basis incurred by Poseidon Imports Pty Ltd in proceedings against customer to recover any indebtedness of Customer to Poseidon Imports Pty Ltd.

2.4 A certificate signed by a director of Poseidon Imports Pty Ltd stating the amount of money owing to Poseidon Imports Pty Ltd stating of money owing to Poseidon Imports Pty Ltd by Customer at a date mentioned in such certificate will be conclusive (absent proof of fraud or manifest error) evidence of the indebtedness of the Customer to Poseidon Imports Pty Ltd at the date mentioned in the Certificate.

#### 3. Title

3.1 Title in goods the subject of orders by the Customer charged to the trading account will pass from Poseidon Imports Pty Ltd to the Customer when payment in full is received by Poseidon Imports Pty Ltd. Until payment in full is received by Poseidon Imports Pty Ltd it will, without limiting its other remedies, be entitled to enter the premises where the relevant goods are situated and re take possession of those goods.

3.2 If the Vendor is entitled to and retakes possession of the goods, the Vendor may resell the good takes possession of after 7 days written notice to the Purchaser. Resale may take place at Poseidon Imports Pty Ltd premises or other commercially reasonable place. The measure of damages to be recovered from the Customer will be the difference between the resale price (together with any incidental damages) and the unpaid contract price. If Poseidon Imports Pty Ltd after a reasonable time is unable to resell the goods, the Customer will remain responsible for the contract price, interest and any storage costs.

#### 4. Delivery

4.1 Delivery in respect of each respective order for goods will be at Poseidon Imports Pty Ltd premises unless otherwise agreed by Poseidon Imports Pty Ltd.

#### 5. Warranties and Conditions

5.1 Customers have the benefit of conditions and warranties implied by the Trade Practices Act 1974. Nothing in these Terms and Conditions is intended to exclude restrict or modify any statutory obligation of Poseidon Imports Pty Ltd if it cannot lawfully be done.

5.2 If Poseidon Imports Pty Ltd is liable for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act (not being a condition or warranty implied by s69 of the Trade Practices Act) the liability of Poseidon Imports Pty Ltd for the breach will, subject to s 68A of the Trade Practices Act, be limited to one of the following as determined by Poseidon Imports Pty Ltd: (a) replacement of the relevant goods or the supply of equivalent goods; or (b) payment of the cost of replacing the relevant goods or of acquiring equivalent goods.

a. Poseidon Imports Pty Ltd will not be responsible to Customer for any consequential damages or loss. Subject to any legislation to the contrary: (a) representations and agreements not expressly given to Customer by Poseidon Imports Pty Ltd in writing will not be binding on Poseidon Imports Pty Ltd as conditions, warranties or representations and any conditions, warranties and representations not so given in writing, express or implied, statutory or otherwise whether collateral or antecedent or otherwise are expressly negated and excluded; (b) Poseidon Imports Pty Ltd will not be responsible to Customer for any injury to persons which is not caused by the direct negligence of Poseidon Imports Pty Ltd and Customer must indemnify Poseidon Imports Pty Ltd in respect of any such injury; (c) no warranty is given and no responsibility is accepted by Poseidon Imports Pty Ltd to ensure that any relevant goods supplied comply with any statutory requirements relating to the marketing of goods and compliance with such legislation will be the sole responsibility of Customer; and (d) Customer acknowledges and agrees that it will not rely on Poseidon Imports Pty Ltd' skill or judgment in selecting and ordering any goods from Poseidon Imports Pty Ltd.

5.3 Subject to any legislation to the contrary: (a) representations and agreements not expressly given to Customer by Poseidon Imports Pty Ltd in writing will not be binding on Poseidon Imports Pty Ltd as conditions, warranties or representations and any conditions, warranties and representations not so given in writing, express or implied, statutory or otherwise whether collateral or antecedent or otherwise are expressly negated and excluded; (b) Poseidon Imports Pty Ltd will not be responsible to Customer for any injury to persons which is not caused by the direct negligence of Poseidon Imports Pty Ltd and Customer must indemnify Poseidon Imports Pty Ltd in respect of any such injury; (c) no warranty is given and no responsibility is accepted by Poseidon Imports Pty Ltd to ensure that any relevant goods supplied comply with any statutory requirements relating to the marketing of goods and compliance with such legislation will be the sole responsibility of Customer; and (d) Customer acknowledges and agrees that it will not rely on Poseidon Imports Pty Ltd skill or judgment in selecting and ordering any goods from Poseidon Imports Pty Ltd.

5.4 Customer agrees to indemnify Poseidon Imports Pty Ltd against any claim by the Commissioner of Taxation or any officer of the Australian Taxation Office or any liability of Poseidon Imports Pty Ltd relating to sales tax in the circumstances where Customer claims an exemption from sales tax on the basis of Customer quoting at or before the time of the relevant sale, delivery or assessable dealing either by the quotation of a sales tax registration number or an exemption declaration.

5.5 No contractual stipulations submitted by Customer to Poseidon Imports Pty Ltd shall form part of any contract arising out of acceptance by Poseidon Imports Pty Ltd of any order from Customer (but if they are despite this held to form part of any such contract then, to the extent they are inconsistent with these Terms and Conditions, these Terms and Conditions will prevail).

#### 6. Delays or Non Delivery

6.1 Poseidon Imports Pty Ltd will not be responsible for non- delivery or delay in delivering any relevant goods cause directly or indirectly by force major, or any cause whatever beyond Poseidon Imports Pty Ltd' reasonable control, even if any such cause may be operative at the time of accepting any order for goods placed by Customer. Any relevant goods not delivered and delayed by virtue of force major may at the option of Poseidon Imports Pty Ltd be delivered at any subsequent time and must be accepted and paid for by the Customer.

6.2 If the preparation of Customer ' s order or the delivery of any relevant goods is suspended by the Customer's instructions or lack of instructions their price will be increased to cover any extra expenses incurred by Poseidon Imports Pty Ltd in consequence. If Customer is unable to take delivery of any relevant goods when they are ready for dispatch , Poseidon Imports Pty Ltd retains the right to invoice the Customer and charge for all storage costs incurred .

6.3 If Customer purports to cancel any order at any time prior to delivery and Poseidon Imports Pty Ltd in its discretion accepts such purported cancellation, Customer agrees to pay Poseidon Imports Pty Ltd all expenses involved in the preparation of the relevant order.

#### 7>Returns and Credit

7.1 All returns of goods claimed to be defective or damaged must be notified in writing by Customer to Poseidon Imports Pty Ltd at its business address within 7 days of delivery.

7.2 Customer must return the goods the subject of any notification under 9.1 to Poseidon Imports Pty Ltd at Customer's cost within 7 days of notification pursuant to 9.1.

#### 8. General

8.1 Any time or other indulgence granted to Customer will not affect Poseidon Imports Pty Ltd strict rights except to the extent to which Poseidon Imports Pty Ltd expressly waives such rights in writing. No waiver in respect of any particular breach will affect Poseidon Imports Pty Ltd' rights in respect of any other breach by Customer of these terms and conditions.

8.2 Customer agrees and acknowledges that no request to change the, or to operate the trading account in a different name will affect or discharge Customer's liability pursuant to these Terms and Conditions whether or not such request is in Poseidon Imports Pty Ltd sole discretion granted unless expressly otherwise agreed by Poseidon Imports Pty Ltd in writing.

## DECLARATION

Directors Full Name:

Witness Full Name:

Business Position:

Position:

Date:

Date:

**Signature:**

**Signature:**

**\*Note: The witness is not allowed to be a Poseidon Imports employee.**

## PERSONAL GUARANTEE

TO: Poseidon Imports Pty Ltd ACN 666 736 125 (The Supplier)

In consideration of the Supplier agreeing for so long as it thinks fit to supply goods on credit or to make advances or otherwise give credit or accommodation to or to forbear to enforce immediate payment of the money now due and owing (if any) by the person detailed in Item 1 in the Schedule (the "Customer") to the 4 Supplier and whether to or by the Customer alone or jointly with any other person, the person detailed in Item 2 in the Schedule (the Guarantor") agrees with and guarantees and indemnifies the Supplier as follows:

1. In this Guarantee unless inconsistent with the context: the singular includes the plural and vice versa; each gender includes the other genders; the word "person" means a natural person and any body or entity whether corporate or incorporate; the term the "Guarantor", where there is more than one person detailed in the Schedule, refers to each of those persons severally and all of them jointly and this Guarantee binds them jointly and severally; the expression "secured money" means all money now owing or which may from time to time in future be owing or payable to the Supplier or remain unpaid by the Customer on any account whatever whether alone or jointly or in conjunction with any other person including without limitation all money which the Supplier pays or becomes actually or contingently liable to pay to for at the request of the Customer either alone or jointly with any other person or at the request of the Guarantor and all interest owing or payable or remaining unpaid by the Customer to the Supplier and all costs charges and expenses which may be incurred by the Supplier including stamp duty and any legal costs and disbursements on an indemnity basis which the Supplier may incur not owing to default in payment by the Customer or the Guarantor (or both); the expression "co- surety" includes any person being the Guarantor or the Customer liable as principal or surety jointly severally or jointly and severally for the payment to the Supplier of all or part of the secured money.
2. The Guarantor agrees to pay to the Supplier on demand (whether the Customer is then in default or not) the secured money and a demand will be taken for the purpose of this Guarantee to be duly made if it is in writing signed by the Supplier (or if a corporation by any director or the secretary for the time being of the Supplier) and is given to the Guarantor or left at or posted to the address of the Guarantor set out in the Schedule or to such other address as the Guarantor may from time to time notify the Supplier in writing or is made in any other mode permitted by law.
3. This Guarantee is a continuing guarantee and will not be considered as wholly or partly discharged by payment at any future time of the whole or any part of the secured money or by any settlement of account or otherwise and will apply to the present and any future balance of the secured money and will not be determined by the death, bankruptcy or liquidation of, or any arrangement assignment or composition by, the Guarantor.
4. This Guarantee and the liability of the Guarantor under this Guarantee will not be affected by: the granting to the Customer or to any co- surety or to any other person of any time or other indulgence or by any variation of payment or other terms, interest rates, further credit or advances or otherwise; reason of any transaction or arrangement that may take place between the Supplier and the Customer or any co- surety or any other person; reason of the Supplier becoming a party to or bound by any compromise assignment of property or scheme of arrangement or composition of debts or scheme of reconstruction by or relating to the Customer or any co- surety or any other person; the Supplier failing or neglecting to recover by the realization any collateral or other security or otherwise any of the secured money; the release discharge abandonment or transfer wholly or partly and whether with or without consideration of any security now or in future held by the Supplier from the Customer or from any co- surety or from any other person, the Supplier in its discretion and without notice to the Guarantor refusing further credit or supplies of goods to any right claim or action that the customer may have in relation to any defection, or anything relating to, the supply of goods by the supplier; anything relating to, the supply of goods by the Supplier; any right of set-off or cross - claim of the Customer; any other acts, omissions, laches or defaults on the part of the supplier by which the whole or part of the liability of the Guarantor to the supplier would or might but for this provision have been affected or discharged.
5. This Guarantee is a principal obligation, will not be treated as ancillary or collateral to any other obligation however created or arising, and the rights and remedies of the Supplier under this Guarantee will not merge or prejudicially affect nor be merged in or prejudicially affected by any other security now or which may in future be held by the Supplier for any indebtedness or liability (whether present or future direct or contingent joint or several) of the Customer or of the Guarantor or of any co- surety or any other person to the Supplier, and the rights and remedies of the Supplier under this Guarantee and under any other security will co- exist despite any contrary rule of law or equity or to the intent that this Guarantee will be enforceable unless it has been satisfied according to the terms of this Guarantee even if any other obligation arising under any other security is wholly or partly extinguished or unenforceable whether by reason of any stature, rule of law or equity or otherwise. This Guarantee will not be affected by reason of any security held or taken by the Supplier in relation to the secured money being void defective or informal. The Supplier is under no obligation to marshal in favor of the Guarantor any security whatever held by the Supplier or any of the funds or assets that the Supplier may be entitled to receive or have a claim upon and the Supplier may in its discretion vary exchange renew modify release refuse to complete or to enforce or to assign any judgments specialties guarantees or other securities or instruments negotiable or otherwise held by the Supplier and whether satisfied by payment of not without affecting or discharging the liability of the Guarantor under this Guarantee.
6. Where the Customer is a firm, this Guarantee will continue to be binding despite any changes which may from time to time take place in the partners of the firm whether by death, retirement, admission or otherwise and even if the firm ceases trading, and this Guarantee will be binding on the Guarantor whether or not the Guarantor is (or any of them are) now or in future , or if the Guarantor at any time ceases to be a member (or any of them cease to be members) of the firm.
7. All money received by the Supplier from or on account of the Customer including any dividends upon the bankruptcy or liquidation of or any arrangement assignment or composition by the Customer or from any other person or from the realization or enforcement of any security capable of being applied by the Supplier in reduction of the secured money will be regarded for all purposes as payments in gross without any right on the part of the Guarantor to stand in the place of the Supplier or claim the benefit of any money so received until the Guarantor pays the total of the secured money and so that in the event of the Guarantor (or any of them) becoming bankrupt or making any arrangement assignment or composition or going into liquidation the Supplier will be entitled to prove for the total of the secured money.
8. In the event of the insolvency bankruptcy or liquidation of or arrangement assignment or composition by the Customer, the Guarantor authorizes the Supplier to prove for all the money which the Guarantor has paid 5 under this Guarantee and to retain and appropriate at the Supplier's discretion any dividends received until the Supplier has with the aid of those dividends has been paid the secured money in full.
9. This Guarantee is very revocable at any time as to future transactions only by one month's written notice given to the Supplier by the Guarantor (or any of them) and the liability of the Guarantor (or, if more than one person, of the person giving notice) under this Guarantee will cease and determine as from the expiration of such notice but only as regards any liability incurred after expiration of the notice period. The notice must be delivered at or sent by prepaid security post service (or other prepaid recorded delivery service) to the registered office at that time of the Supplier.
10. A certificate signed by the Supplier stating the amount of the secured money at a date mentioned in such certificate will be conclusive evidence of its contents, absent proof of fraud or manifest error.
11. If the secured money is or may be wholly or partly irrecoverable from the Customer by the Supplier (whether by reason of any legal limitation disability or incapacity of or affecting the Customer or by reason of any other fact or circumstance whatever and whether the transactions or any of them relating to such money were initially void or subsequently avoided and whether or not any of the relevant circumstances were or ought to have been within the knowledge of the Supplier).
12. The secured money will bear interest from the date of demand duly made to date of payment at the rate which is equivalent to the Westpac Indicator Rate plus 5.25%.
13. The Guarantor acknowledges that it has not executed this Guarantee as a result of or in reliance on any information given to it by or on behalf of the Supplier and the Supplier is not now or at any time in the future under any duty to disclose to the Guarantor any matter or thing relating to the affairs of the Customer or its transactions with the Supplier.

14. This Guarantee is governed by the laws in force in the State of Queensland and the Guarantor consents to the jurisdiction of the Courts of that State.

15. If the Guarantor comprises more than one person, the failure of anyone or more of them to execute this instrument will not affect the obligations of the others under this Guarantee.

## THE SCHEDULE REFERED TO ABOVE

Item 1: The Company Name:

Trading Name:

Company Address:

Suburb: P/Code:

Item 2: The Guarantor:

Name:

Personal Address:

Suburb: P/Code: Witness Name:

Date: Date:

**\*\*Guarantor Signature:**

**Witness Signature:**

\*\*Where Signed on Behalf of a corporation the signatory warrants that the signatory is a director or secretary of the corporation duly authorized to execute this Guarantee for and on behalf of the corporation.