



Westcare Industries  
ABN 72 662 454 226  
P O Box 48  
Claremont WA 6910

**APPLICATION FOR A CREDIT ACCOUNT**

The Applicant named below hereby applies to establish a credit account with Westcare Industries.

REGISTERED NAME:	ABN:
TRADING NAME:	ACN:
DELIVERY ADDRESS:	
SUBURB:	POSTCODE:
POSTAL ADDRESS:	
SUBURB:	POSTCODE:
TELEPHONE:	FAX:
PURCHASING CONTACT:	EMAIL:
ACCOUNTS CONTACT:	EMAIL:
MONTHLY CREDIT REQUESTED:	
DETAILS OF OWNERS OR DIRECTORS:	

1. -----
2. -----
3. -----

TRADE REFERENCES	ADDRESS	PHONE
1. -----	-----	-----
2. -----	-----	-----
3. -----	-----	-----

**TERMS AND CONDITIONS**

These terms and conditions apply to the sale of the products or services by us to you and shall be deemed to be incorporated in any agreement between you and us. They supersede and exclude all previous discussions, representations and terms or conditions of dealing between both parties involved, unless specific contractual obligations apply. These terms and conditions can only be varied by agreement in writing signed by our authorised representative.

For the full list of the General Terms and Conditions please refer to our website, [www.westcare.com.au](http://www.westcare.com.au)

A summary of the terms and conditions of supply are as follows:

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## **1. PAYMENT AND CREDIT CARD SURCHARGES**

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You agree to pay for Products delivered to you or ordered by you within thirty (30) days from the end of month of purchase.

Cash on Delivery accounts must be paid up front before commencement of work.

If you make any payment by credit card a surcharge of 0.7% p.a. is applied.

Visa and Master card are the only credit cards accepted.

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## **2. OVERDUE ACCOUNTS**

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You agree that all expenses, costs and disbursements incurred in recovering any overdue monies, including debt collection agency and solicitor's fees will be paid for by you and agree that we, without notice to you, reserve the right to withhold the supply of products, at any time while there are outstanding monies payable by you to us. Title to the product will not pass from us to you until we receive payment in full.

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## **3. PRICES**

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All pricing is quoted inclusive of GST. Whilst we endeavour to keep prices constant, prices may change without prior notice due to factors beyond our control.

We reserve the right to impose a minimum order value.

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## **4. LOSS OR DAMAGED IN TRANSIT**

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We will bear the loss or damage to products in transit where delivery is by a carrier nominated by us and delivery charges are included in the price of the products.

In all other cases, you are responsible for the loss or damage occurring in transit

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## **5. LIMITATIONS OF LIABILITY**

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Our liability arising from a breach of any condition or warranty in relation to the products sold to you is limited to replacement of products or equivalent. You agree that apart from any rights and remedies implied by the Competition and Consumer Act 2010 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

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## **6. DELIVERY**

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We shall use reasonable endeavours to complete delivery of the products.

However delivery dates or periods quoted are estimates only and subject to prompt receipt by us of all information from you necessary to permit us to proceed with the supply and delivery of the products.

Goods will be considered to have been delivered in full and good condition unless you notify us of the shortfall, damage or defect within 5 business days of delivery. Goods delivered to you are subject to freight and/or courier charges as determined by us

which shall be payable by you. These charges will be included in the invoice for the relevant order, or charged separately, at our discretion.

A signed delivery docket will be considered evidence of delivery.

Risk of loss or damage to the goods passes to you on delivery.

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#### **7. PERSONAL PROPERTY SECURITIES ACT 2009 ('PPSA')**

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You acknowledge that each order accepted by us is an order accepted under the General Terms and Conditions and constitutes a security interest and to the extent applicable purchase money security interest for the purposes of the PPSA enabling us to register a financing statement under the PPSA with respect to the security interest.

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#### **8. WAIVER**

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Failure by us to insist on strict compliance with any of these terms and conditions or any delay by us in exercising our rights under any contract between us and you will not constitute a variation or waiver of any provision of this contract or of any right available to us.

#### **ACKNOWLEDGMENTS**

1. You hereby apply for the opening of a commercial credit account and provide the above information in support thereof. You warrant that the information supplied is true and correct in all respects.
2. You understand that all the trading terms are strictly 30 days and that payment is due by the end of the month following invoice. You undertake to pay all accounts on or before the due date and acknowledge that if the account becomes overdue, we at our discretion without notice, may terminate credit.
3. You have read and agree to the terms and conditions of sale which will form part of all contracts for the supply of goods to you by us. You agree that this agreement commences from the date this agreement is signed and continues until the credit covered by this application ceases.

#### **DECLARATION**

You confirm that you have read, understand and accept the General Terms and Conditions and agree to be bound by them and warrant that you have taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. A full copy of the General Terms and Conditions is available on the web site, [www.westcare.com.au](http://www.westcare.com.au).

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NAME:

SIGNATURE:

TITLE:

DATE:

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**DIRECTOR'S GUARANTEE**

Where the applicant is a company, it is a pre-condition of us approving the application that the Directors give the Guarantee set out below.

**GUARANTEE**

In consideration of Westcare Incorporated agreeing to supply

..... (Applicant)

With goods on credit I/We hereby jointly and severally agree with Westcare as follows:

I/We hereby guarantee the due performance of the terms and conditions above appearing by the Applicant and I hereby guarantee to Westcare the payment of any monies advanced by way of credit to the applicant

- a) This Deed shall be a continuing guarantee to Westcare for all debts what so ever and when so ever contracted by the Applicant with Westcare in respect of products to be supplied to the Applicant.
- b) Westcare shall be at liberty without notice to the applicant, at any time and without anyway discharging the Applicant from any liability hereunder, to grant time or indulgence to the Applicant and to accept payment from it in cash or by other means of negotiable Instruments and to treat me/us in all respects as though I/we was jointly and severally liable with it to Westcare instead of being merely surety for it.

Signature -----Name -----Director

Signature -----Name -----Director