



Customer Credit Application Form

To be completed by person/s with responsibilities of company officeholders

Business contact information

Contact name:

Phone:

Fax:

E-mail:

Address:

City:

State:

Postcode:

In business since:

Sole trader:

Partnership:

Limited liability:

Other:

Business and credit information

Postal address:

City:

State:

Postcode:

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

Postcode:

Business/trade references

Company name:

Company name:

Contact name:

Contact name:

Address:

Address:

City:

Postcode:

City:

Postcode:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

Company name:

Company name:

Contact name:

Contact name:

Address:

Address:

City:

Postcode:

City:

Postcode:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

TERMS AND CONDITIONS OF TRADE

The following terms and conditions ("Terms and Conditions of Trade") will apply to all transactions involving trade with LVC PTY LTD ("LVC") Trading as Latrobe Valley Computers (A.C.N 112 936 728) (A.B.N. 48 419 090 801).

1. DEFINITIONS

- a) "Customer/s" includes individuals or sole traders that acquires Goods or Services from LVC or its agents for predominately personal purposes.
- b) "Goods" or "Products" or "Services" means all goods or products or services distributed and/or performed by LVC or and agents to the Customer.
- c) "G.S.T" means Goods and Service Tax as defined in A New Tax System (Goods and Services Tax) Act 1999.

2. QUOTE

Where LVC has given the Customer a Quote:

- a) LVC is under no obligation to undertake any works until the Quotation has been accepted by the customer.
- b) The Customer shall accept the Quote by placing a purchase order making reference to the Quote Number and issuing a copy of the order to LVC.
- c) Acceptance by the Customer of the Quote **will constitute acceptance of these Terms and Conditions.**
- d) Quotes are valid for seven (7) days only.
- e) LVC reserves the right to withdraw the Quote for whatsoever reason. In accepting a Quote, the Customer confirms that it has not relied on any representation by LVC and its employees and agents other than as supplied in writing in the Quote.
- f) **Variations of Quote** — The Customer shall indemnify LVC from any additional cost incurred by LVC, should the Customer increase the scope of the goods and/or services to be provided by the LVC.

3. PAYMENT

- a) **Time for Payment** — The Customer must upon receiving LVC's invoice, pay LVC the total amount set out in the invoice within seven (7) days of receipt.
- b) Payment is not deemed to have occurred until funds are cleared in LVC's account.
- c) **Interest** — Interest will be charged on overdue accounts calculated on a daily basis at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) plus 2%. No demand or notice to the Customer by LVC shall be required.
- d) **Deposit** — LVC will require a 20% deposit from the Customer prior to the commencement of works. LVC will require a 80% deposit on Fujitsu Servers. The Customer also acknowledges that LVC is under no obligation to undertake any works, until the deposit is paid and received in full. LVC may require the deposit two weeks prior to commencement of works on all made to order systems. This allows LVC time to order and manufacture the product ready for commencement of works.
- e) **Progress Payments** — LVC requires progress payments from the Customer. If a progress payment is so requested, LVC reserves the right to suspend any further work until such time as the outstanding payment is forthcoming. In addition, interest (as specified in 3.b)) may be charged.
- f) **GST** — The Customer is liable for all GST on the Goods and/or Services.
- g) **Damages** — The Customer must pay LVC any costs, expenses or losses incurred by LVC as a result of the Customer's failure to pay all sums outstanding as owed by the Customer to LVC including any debt collection and legal costs incurred in enforcing payment on a Solicitor and own Customer basis.
- h) **Warranty** — LVC will not supply product warranty until payment in full is received.
- i) **Credit Card Payments** — Credit Card Payments will incur a 2% service fee.

4. CANCELTION OF WORK

- a) The Customer shall reimburse LVC for any costs, expenses or losses incurred should the Customer cancel the accepted order. The time for payment for such cancellation shall be seven (7) days from LVC's invoice.
- b) In the event of a cancellation of an order by the customer, LVC may additionally retain the deposit as referred in in clause 3.d) herein.

5. OWNERSHIP

- a) Ownership in Goods and/or Services supplied by LVC shall remain with LVC until the Customer has paid in full the purchase price and any interest owed for such Goods and/or Services and all other sums due to LVC.
- b) **Bailment** — The Customer acknowledges that it is in possession of the Goods solely as Bailee until payment of all invoices for the Goods is made and until that time:
 - i. The Customer is not entitled to sell the Goods;
 - ii. The Customer must not encumber or otherwise charge the Goods;
 - iii. The Customer shall be fully responsible for any loss or damage to the Goods howsoever caused following delivery or installation of the Goods to the Customer.
- c) **Repossession** — the Customer hereby irrevocably grants to the LVC the right to remove or repossess any Goods from the Customer and sell or dispose of them. LVC shall be entitled to retain the proceeds of any Goods sold and apply same towards the Customer's indebtedness. If the Customer commits an act of bankruptcy or breaches any fundamental clause of this agreement, then LVC may repossess any Goods which have not been paid for and commence proceedings to recover the balance of any monies owing.

6. LIABILITY

- a) LVC expressly excludes all liability to the Customer, save that in the event of a breach by LVC of: -
 - i. Any warranties or terms implied into this agreement by legislation; and/or
 - ii. any breach of contract, tort or otherwise in respect of the goods and/or services or the supply of the goods and/or services; then LVC's liability shall be limited to the amount of the purchase price of the Goods and/or service fee charged for the Services.
- b) **Force Majeure** — LVC will have no liability to the Customer in relation to any loss, damage or expense caused by LVC's failure to complete the Order or to deliver the Goods as a result of fire, flood, earthquake, riot, theft, crime, strike, war, the inability of LVC's normal suppliers to deliver necessary material or any other matter beyond LVC's control.

7. SEVERABILITY

Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.

8. GOVERNING LAW

These conditions and any variation of these conditions and any dispute that may arise shall be governed and construed in accordance with the Law of Victoria.

I / We Agree

1. All invoices are to be paid within seven (7) days of receipt.
2. Any claims arising from invoices must be made within seven working days of receipt of invoice.
3. By submitting this application, you authorise Latrobe Valley Computers to make inquiries into the banking and business/trade references that you have supplied.
4. By submission have agreed to all terms and conditions of trade attached within.
5. Are the Business / Companies, Authorised Representatives.

Signature / s

Title:

Name:

Date:

Title:

Name:

Date: