

NEW ACCOUNT/CREDIT APPLICATION

Entity:  Sole trader  Partnership  Private company  Public company  Government

Company name: .....

ABN number: .....

Registered trading name: .....

Delivery address: .....

Postcode: .....

Postal address: .....

Postcode: .....

Date incorporated or established : .....

Nature of business: .....

Number of years in business: ..... Number of employees: .....

Anticipated purchases (monthly): .....

Credit limit requested (monthly): .....

APPLICANT

Name: ..... Position: .....

Work number: ..... Mobile number: .....

Email: .....

PURCHASING CONTACT DETAILS

Purchasing contact: .....

Telephone number: ..... Fax number: .....

ACCOUNTS PAYABLE CONTACT DETAILS

Accounts contact: .....

Accounts email: ..... Phone/mobile: .....

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COMPANY OWNERSHIP DETAILS

Full name of Principal/Partner/Director: .....

Private address: .....

Email: ..... Phone/mobile: .....

Driver's licence: ..... Date of birth: .....

Full name of Principal/Partner/Director: .....

Private address: .....

Email: ..... Phone/mobile: .....

Driver's licence: ..... Date of birth: .....

A copy of a current driver's licence of all Proprietors/Partners/Directors to accompany application for Credit. Information supplied is protected in line with the Privacy Act 1988 (Privacy Act).

Have any of the Proprietors/Partners/Directors ever been declared bankrupt, entered arrangements under the Bankruptcy Act or been a Director of a company which has wound up or liquidated (whether voluntary or otherwise)?  
.....

If YES, please provide details .....

ALL DIRECTORS, PARTNERS AND THEIR SPOUSES TO SIGN BELOW:

Guarantor Name – Director/Partner/Proprietor: .....

Signature: ..... Date: .....

Guarantor Name – Director/Partner/Proprietor: .....

Signature: ..... Date: .....

Guarantor Name – Director/Partner/Proprietor: .....

Signature: ..... Date: .....

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TRADE REFERENCES

Name: ..... Company: .....

Telephone/mobile: ..... Email: .....

Years trading: .....

\$/Mth: ..... Terms: .....

Name: ..... Company: .....

Telephone/mobile: ..... Email: .....

Years trading: .....

\$/Mth: ..... Terms: .....

Name: ..... Company: .....

Telephone/mobile: ..... Email: .....

Years trading: .....

\$/Mth: ..... Terms: .....

NOTE:

1. Please read the following non-negotiable Royce Cross Group Terms and Conditions of Sales; Completing a Credit Application does not infer credit will be granted.
2. The document must be completed in full with no alterations, deletions or additions. Any such alterations, deletions or appendixes will void the application and a new form will have to be completed.
3. If the Company acts as, or is part of, a Trust/Nominee company then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application.

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**DECLARATION, AUTHORITY & CONSENT**

The Applicant and each signatory in this application for the purpose of assessing the suitability for providing the Applicant with 30-day credit facilities declare that all information supplied is true and correct in every detail and also that the signatories are authorised to complete this application.

The Applicant and each signatory below acknowledge that they understand the TERMS AND CONDITIONS OF SALES and Credit Terms in this application, that they have had the opportunity to obtain independent legal advice prior to submitting this application and that they are joint and severally bound by the Terms and Conditions and the Credit Terms set out herein.

The Applicant understands Royce Cross Group reserves the right to withdraw credit facilities at any time without notice. The Purchaser will be liable for any costs incurred in enforcing payment of the account. Should the amount owing under the credit facility at any time exceed the limit mentioned on this application, Royce Cross Group reserves the right to suspend credit facilities until such time as the amount outstanding is reduced below the limit established.

Terms are strictly 30 days end of month, as outlined in the following TERMS AND CONDITIONS OF SALES. Failure to pay within these terms could result in suspension of credit facilities until ALL outstanding amounts are paid in full (taking account to zero). Royce Cross Group reserves the right to charge interest on overdue amounts at the rate not exceeding the standard overdraft on the day of the calculation. Such interest if applied shall be charged directly to your account. All goods shall be sold in accordance with the TERMS AND CONDITIONS OF SALES as outlined on the purchase invoice. Should any changes take place affecting the legal entity, structure or management control of the applicant, the Applicant agrees to notify Royce Cross Group immediately in writing.

That unless otherwise stated in this application, the Applicant is NOT structured on a trusteeship involving discretionary, unit or family trusts.

The Applicant/s have read the conditions of this application and agree to be bound by them in consideration of Royce Cross Group providing 30-day credit facilities. The Applicant understands adjustments or appendixes will not form part of this application.

**Notice of disclosure of applicant's credit information to a credit reporting agency:** Under Section 18E (8)(c) of the Privacy Act, Royce Cross Group is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to any agency is covered by Section 18E (1) of the Act and includes:

- Identity particulars (as permitted by the Privacy Commissioner's determination issued under s.18E(13));
- The act the Applicant/s has applied for credit and the amount;
- The fact Royce Cross Group is a current credit provider to the Applicant/s;
- Payments which become overdue by more than 60 days and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances, that in the opinion of Royce Cross Group the Applicant has committed a serious credit infringement;
- That credit provided to the Applicant/s by Royce Cross Group has been paid or otherwise discharged.

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The jurisdiction for any legal claim arising from any default will always remain in the State of South Australia.

Costs associated with the collection of any overdue account will be the responsibility of the Applicant/s.

If Royce Cross Group considers it relevant to assessing the application for commercial credit, I/We agree to Royce Cross Group obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by Royce Cross Group.

The Applicant/s understands that placing an order with Royce Cross Group shall be an offer to purchase in accordance with the Royce Cross Group terms and conditions, which include strict, non-negotiable payment terms of 30 days EOM.

The Applicant/s acknowledges prices may vary from time to time and agree the price of goods shall be those quoted at the time of placing an order. Royce Cross Group reserves the absolute right to vary or amend prices quoted in relation to future orders placed for the goods provided the customer is advised five days before despatch.

**IMPORTANT: All applicants must sign**

**Signed for and on behalf of:** .....(company name)

**Signature:**.....

**Name:** ..... **Position in company:** .....

**Witness signature:** ..... **Date:** .....

**Name:** .....

**Signature:**.....

**Name:** ..... **Position in company:** .....

**Witness signature:** ..... **Date:** .....

**Name:** .....

**Signature:**.....

**Name:** ..... **Position in company:** .....

**Witness signature:** ..... **Date:** .....

**Name:** .....

Please email completed application to [receivables@roycecrossgroup.com](mailto:receivables@roycecrossgroup.com)

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**TERMS & CONDITIONS OF SALES****As at January 1, 2021**

The following terms and Conditions of Sales with Royce Cross Group, comprising Royce Cross Electric Motors, AJF Electrical Distributors and C&A Chains and Accessories, are non-negotiable. Changes or adjustments by customers/applicants will not be accepted. Royce Cross Group reserves the right to update the terms and conditions of sale.

Goods and services are sold and supplied by Royce Cross Group subject to the following general terms and conditions of sale unless otherwise agreed in writing between Royce Cross Group and the purchaser.

**1 - DEFINITIONS:**

1.1 COMPANY: Shall mean Royce Cross Group companies that comprise Royce Cross Agencies ABN 56 493 011 345, AJF Electrical Distributors ABN 46 259 346 474 and C & A Chains & Accessories ABN 68 144 937 048.

1.2 PURCHASER: Shall mean the Company, firm or person/s to whom the quotation is addressed.

1.3 QUOTATION: Shall mean the offer by the Company to the Purchaser for the supply of equipment and/or services including drawings and documentation to which reference can be made to ascertain the rights and obligations of the parties under the said agreement.

1.4 GOODS: Means the goods and/or services, equipment, material including drawings and documentation supplied by the Company to the Purchaser.

**2 - GENERAL:**

2.1 This document forms part of any quotation or contract to which it may be attached and any goods supplied by the Company will be according to these terms.

2.2 If there is any inconsistency between the provisions of any quotation and these General Terms and Conditions of Sale, the former shall apply to the extent of the inconsistency.

**3 - VALIDITY:**

The validity period of quotation is fourteen days (14) days unless otherwise agreed to in writing.

**4 - PRICES:**

4.1 Unless otherwise stated, the quotation relates to the supply only of such goods as specified therein, subject to such goods being available at time of receipt of the Purchaser's order.

4.2 Should there be a variance between the quantity of goods offered and the quantity purchased, the Company reserves the right to adjust the pricing accordingly.

4.3 Prices are subject to variation commensurate with any rise and fall in the cost of labour, material and any additional costs which may be incurred to conform to statutory obligations which change after the date of quotation.

4.4 In the event of variation or suspension of work due to purchaser's instruction, the contract price shall be adjusted to cover any additional cost incurred.

4.5 Sales tax or any tax, levy or the like imposed on either the manufacture, import, sales or distribution of the goods is excluded from the price and if applicable, shall be added to the Purchaser's account.

**5 - TERMS OF PAYMENT:**

5.1 Unless otherwise agreed to, payment in full shall be made within **thirty (30) days EOM** of the date of invoice. The terms are set by Royce Cross Group companies. This is a non-negotiable and variations set by customers will not be accepted.

5.2 Payments are to be made directly to the Royce Cross Group Company, strictly net, without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

5.3 Payments should be made in cash or by direct bank debit. Payments made by credit card will incur a surcharge.

5.4 Royce Cross Group reserves the right to charge interest monthly on overdue amounts at the rate not exceeding the standard overdraft rate offered by the Bank SA on the day of calculation. Such interest if applied shall be charged directly to your account.

5.5 The Company will only order Goods and or Services for Cash Sale Purchasers once payment is received in advance by way of cleared funds, by payment via credit card/direct deposit/credit card.

5.6 A deposit of 50% is required for ALL orders of goods for Account Customers that have to be imported or

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pecially tailored/manufactured for the Purchaser. This is non-negotiable. This includes all customisation, machining and special projects.

5.7 The company reserves the right to be reimbursed for and recover from the Purchaser, all costs and expenses incurred in seeking to collect debts, including without limitation, the costs of any collection agents and legal costs (on a solicitor and client basis).

**6 - DESIGN RESPONSIBILITY:**

6.1 Unless the Company has been specifically advised in writing, it has no knowledge of the use to which the goods are applied. Therefore the Company shall not be liable if the goods are unsuitable for the purchaser's intended purpose.

**7 - PERFORMANCE:**

7.1 Any performance figures provided by the Company are based on our experience and expectation of what can be achieved on test. The Company shall be under no liability for consequential damages should the goods supplied fail to attain such performance figures unless such performance figures have been guaranteed in writing, within specified "tolerances".

7.2 In the event of the equipment being defective or failing to meet the terms of the guarantee, reasonable time, opportunity and facilities to remedy the defect or to comply with the terms of the guarantee shall be given to the Company.

**8 - TESTS:**

8.1 Completed goods are subject to physical inspection and works standard routine testing which are included in the price; special and/or witnessed tests will be charged to the Purchaser and will extend the delivery period. Witnessed tests will proceed after seven (7) days' notice and be deemed to have taken place in the Purchaser's (or his nominated representative's) presence, whether in fact he is present or not.

**9 - DRAWINGS AND DIMENSIONS:**

9.1 All descriptive specifications, drawings, dimensions and weights submitted with or part of a quotation are approximate only. These are intended to present a general idea of the equipment described therein and shall not form part of the contract. After acceptance of the offer, certified outline drawings will be supplied as required.

**10 - PACKING:**

10.1 Unless otherwise detailed in our offer, packing in accordance with our standard practice is included.

**11 - DELIVERY:**

11.1 All quoted delivery or consignment dates are estimates only and not to be construed as a fixed/firm date or time.

11.2 The Company shall not be liable to the Purchaser by reason of delays in delivery or consignment.

11.3 Where damage in the course of delivery is the Company's responsibility, the Company shall at its sole discretion repair or replace free of charge, the damaged goods, providing the Company is notified within three (3) days of receipt of delivery.

11.4 Any claims for shortages in the delivered quantity shall be notified to the Company within three (3) days of receipt of such delivery.

11.5 The Company reserves the right to make partial deliveries of any goods subject to a contract and to invoice such deliveries separately.

11.6 The Purchaser shall at his own expense provide for or arrange for (a) the collection of the goods from the Company's premises and the delivery of the goods to the Purchaser, and (b) the insurance of the goods from the time of collection of the goods from the Company's premises by the Purchaser or its agent.

11.7 If notwithstanding Clause 6 the Purchaser requests the Company to arrange transportation of the goods to the Purchaser and insurance of the goods while in transit against such risks as the Company considers appropriate, the cost of such transportation and insurance shall be solely for the Purchaser's account and shall be payable to the Company with payment for the goods.

**12 - STORAGE:**

12.1 Should the Company not receive forwarding instructions within fourteen (14) days of notification of readiness for dispatch the Purchaser shall be deemed to have taken delivery of the goods and from such date, the Purchaser

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shall be liable for storage and any associated charges.

**13 - RISK AND TITLE TO PRODUCT:**

13.1 All products shall be at the Purchaser's risk immediately upon delivery to the contractual point of delivery or within fourteen (14) days of notification to the Purchaser that the products are ready for dispatch, whichever is the sooner.

13.2 Notwithstanding the foregoing, the Company shall retain title to all goods supplied by it to the Purchaser until it has received payment in full of all sums due in connection with the supply. In the case of payment by cheque, bill of exchange or note, title shall not pass to the Purchaser until the same is honoured.

**14 - CANCELLATION OF ORDERS AND RETURN OF GOODS:**

14.1 A request for cancellation of any order by the Purchaser must be notified in writing and agreed to by the Company. If the Company agrees to accept the cancellation of an order, in its sole and absolute discretion, it may require the buyer to pay cancellation fee which will reimburse the Company for any costs incurred.

14.2 Any goods to be returned will only be accepted by our store after prior notification by the Purchaser of the desire to return the goods and the acceptance by the Company to receive the goods.

14.3 All returns are subject to a 20% of the invoice value charge which will reimburse the Company for any costs incurred.

**15 - WARRANTY:**

15.1 The Company warrants to the Purchaser that, subject to proper handling, storage, installation and commissioning which will be according to the Company's instructions, the product will be free from defect caused by labour and/or faulty materials used in construction for a period of one (1) year from date of invoice or as agreed in writing.

15.2 Only after prior notification to the Company, defective goods must be returned freight paid to the Company's store or nominated Service Representative, where at the sole discretion of the Company, the goods will be repaired, replaced or refunded.

15.3 These terms do not include costs associated with the removal, reinstallation, freight or any costs either directly or indirectly consequential to the failure of the good.

**16 LEGAL CONSTRUCTION:**

16.1 Except as may be otherwise agreed in writing between the Company and the Purchaser, these terms and conditions shall be governed by and construed in accordance with the laws of and applicable to the State of South Australia and the parties hereby submit to non-exclusive jurisdiction of the courts of the State in respect to such matters.

**PLEASE NOTE: Adjustments to the above terms and conditions will NOT be accepted by Royce Cross Group.**