

Read the
Terms & Conditions



This application for credit to be provided by NAS Australia Pty Ltd ABN 40 069 535 826 (NAS) to the customer named below (Customer) in conjunction with the supply of goods by NAS to the Customer is subject to the terms of this application (Credit Terms) and the **terms and conditions available at (<https://nasaaustralia.com.au/terms>)** which regulate such supply (Terms and Conditions).

This credit application must be completed in full in order for the application to be considered. The Customer hereby applies to NAS for a credit facility and agrees to be bound in all transactions with NAS by the Credit Terms and the Terms and Conditions.

1. COMPANY INFORMATION

Trading Name: *

ABN: *

ACN: *

Legal Name of Individual/Partnership/Company: *

Phone: *

Email: *

Date of Business Commencement (dd/mm/yyyy): * / /

Banking Information:

BSB: * -

Account Number: *

2. TRUST

Is the Company a Trustee of any Trust? * Yes No (If no move onto Section 3)

Trust Type: Name of Trust:

Trust Street Address:

Suburb: Postcode: State:

3. ADDRESS

Company Address (Billing)

Street Address: * Suburb:

Postcode: * State: *

Is the delivery address different? * Yes No (If no move onto Section 4)

Delivery Address (Shipping)

Street Address: * Suburb:

Postcode: * State: *



4. DIRECTOR'S OR OWNER'S INFORMATION:

Company Director / Owner:

Director / Owner's Name: *

Phone: * Email: *

DOB (dd/mm/yyyy): * / / Driver's Licence No.: *

Street Address: *

Suburb: * Postcode: * State: *

Company Director / Owner:

Director / Owner's Name:

Phone: Email:

DOB (dd/mm/yyyy): / / Driver's Licence No.:

Street Address:

Suburb: Postcode: * State: *

5. TRADE REFERENCES:

Please provide the details of 3 current references.

Reference 1: *

Reference Name:

Phone: Email:

Reference 2: *

Reference Name:

Phone: Email:

Reference 3: *

Reference Name:

Phone: Email:



6. CONTACT DETAILS:

Accounts Payable: *

Account Person's Name:

Phone: Email:

Purchasing Manager: *

Purchasing Manager's Name:

Phone: Email:

Sales Manager: *

Sales Manager's Name:

Phone: Email:

Other 1:

Job Title: Name:

Phone: Email:

Other 2:

Job Title: Name:

Phone: Email:

7. CREDIT DETAILS

Credit Terms:

1. Subject to the approval of this credit application by NAS, credit will be made available to the Customer for the sole purpose of allowing the Customer to purchase goods from NAS.
2. The Customer warrants and declares that the credit to be provided to the Customer by NAS is to be applied wholly or predominantly for business purposes.
3. NAS may in its sole discretion withdraw the credit facilities offered to the Customer, vary the terms of this credit application, or place a limit on the amount of credit available to the Customer at any time by giving written notice to the Customer without prejudice to any other rights that NAS may have and without being liable for any loss or damage of any kind suffered by the Customer as a result.
4. The Customer:
 - a. declares that it has read and understood this credit application (including the Terms and Conditions)
 - b. declares that it has read and consents to the matters set out in the privacy act acknowledgement and consent;
 - c. declares that the information provided in support of this credit application is true, complete and correct in every particular;
 - d. acknowledges receipt of and agrees that it is bound by the credit application (including the Terms and Conditions) and that the credit application and the Terms and Conditions represent the entire agreement between the parties about the subject matter; and
 - e. agrees to notify NAS where there is any change in the Customer's commercial structure or control whatsoever, including a change of director, shareholder, management, partnership, or control (except for a public company, which is only required to notify NAS of a change in the effective control of the company) within seven days of the change.

Credit Desired: * \$



8. PRIVACY ACT ACKNOWLEDGEMENT & CONSENT

The Customer and each Guarantor (I or We) understand that section 18E(8)(c) of the Privacy Act 1988 (Cth) (Privacy Act) permits NAS to provide a credit reporting agency with certain personal information about me/us which I/We authorise NAS to do.

I/We acknowledge that the personal information collected about me/us is collected primarily for the purpose of considering my/our application for credit and for administering the relationship between NAS and me/us and NAS may not be able to process this application without this information.

Director / Owner Name:

Director / Owner Signature:

Date (dd/mm/yyyy):

 / /

Director / Owner Name:

Director / Owner Signature:

Date (dd/mm/yyyy):

 / /

9. GUARANTEE

By executing this Deed and in consideration of NAS agreeing to grant credit facilities to the Customer, we the undersigned do hereby jointly and severally:

1. guarantee the due and punctual observance and performance of the Terms and Conditions by the Customer, including the payment of all monies now and hereafter owed by the Customer to NAS;
2. agree to indemnify and to hold NAS indemnified to the fullest extent against any and all loss and damage which NAS may sustain by reason of any breach, default or failure on the part of the Customer in the due performance and observance of any of the Customer's obligations under the Terms and Conditions;
3. agree to be bound by the Terms and Conditions in force between NAS and the Customer from time to time;
4. agree that NAS may at all times act as if we were the principal debtors;
5. As security for my obligations under this guarantee, I/we hereby charge all of my legal and beneficial interest (present and future) in any and all real property and all present and after-acquired property in favour of NAS. I/we hereby authorise and give consent to NAS to lodge a caveat over any real property owned by me at any time (now or future) to protect the interest created in favour of NAS by this clause.
6. undertake not to compete with NAS for any dividend or distribution in the event of the Customer being declared insolvent, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities;
7. agree to execute any other documents in registrable form if requested by NAS to better secure this equitable charge in favour of NAS; and
8. acknowledge, agree and declare that the guarantee and indemnity contained in paragraphs 1 and 2 above is and shall be a continuing guarantee and indemnity and that it shall not in any way whatsoever be affected by any indulgence, forbearance or waiver conferred or granted by NAS to the Customer.

We acknowledge that we benefit from NAS granting credit facilities to the Customer and that we understand the nature of our obligations and potential liability under this guarantee.

We acknowledge we have read the Terms and Conditions and that we understand that the Terms and Conditions contain, among other things, further provisions relating to this guarantee and indemnity that we are bound by.

I/We do hereby interpose and bind ourselves as Guarantors and co-principal debtors for all obligations of the Customer to NAS for the credit facility with the Customer.

If any provision of this guarantee is or becomes illegal or unenforceable for any reason, such provision will be severed from this guarantee without affecting the remaining provisions.

Guarantor Name:

Guarantor Signature:

Date (dd/mm/yyyy):

 / /

Guarantor Name:

Guarantor Signature:

Date (dd/mm/yyyy):

 / /


TERMS AND CONDITIONS

1. Interpretation

- 1.1 In these terms and conditions:
- (a) "Company" means the entity stated in the Application for Credit being "NAS" and any related body corporate as defined in the *Corporations Act 2001* (Cth) and its successors and assigns.
 - (b) "Customer" means the entity stated in the Application, its successors and assigns.
 - (c) "Goods" means goods (as that term is defined under the PPSA) supplied to the Customer (and where the context so permits includes Services).
 - (d) "PPSA" means the *Personal Property Securities Act 2009* (Cth).
 - (e) "Services" means all services supplied to the Customer and includes any advice or recommendations, intellectual or intangible property under the PPSA (and where the context so permits includes any supply of Goods).

2. Delivery and Risk

- 2.1 Should the Company elect to post any Goods or organise delivery of Goods, the Customer's risk of loss or damage to such Goods passes to the Customer on the date and at the time that the Goods were ordered, it is the Customer's responsibility to ensure these Goods are insured and covered for their time in transit.
- 2.2 The Company will not be responsible for non-delivery or delay in delivery of any Goods and where such non-delivery or delay occurs the Company may deliver the Goods not delivered or delayed at any subsequent time and the Customer must accept and pay for them.
- 2.3 The Customer is not entitled to any compensation from the Company of any nature for any loss, damage or delay.
- 2.4 Except to the extent required by law, the Customer will not be entitled to return any Goods and the Company will not be obliged to accept the return of any Goods whatsoever.

3. Title

- 3.1 Until all monies and obligations owing by the Customer to the Company from time to time have been paid and discharged in full, the Company shall retain all legal and beneficial title in all Goods.
- 3.2 If Goods to which legal title has not passed to the Customer are in the possession of the Customer, the Customer is under an obligation to:
- (a) retain them in a good and merchantable condition until they are either paid for or collected by the Company; and
 - (b) allow the Company, its servants, or agents onto the premises where they are stored for the purpose of inspecting and collecting the Goods.
- 3.3 In relation to Goods for which payment in full has not been received:
- (a) The relationship between the Customer and the Company shall be fiduciary;
 - (b) The Customer will hold those Goods as bailee for the Company;
 - (c) Where the Customer sells those Goods, the Customer does so as fiduciary agent of the Company;
 - (d) Where the Goods are disposed of, the monies resulting from the disposal and all other proceeds received in respect of the Goods, including insurance proceeds will be kept separately in trust for the Company;
 - (e) Where the Goods are disposed of, the Customer may only dispose of the Goods in the ordinary course of its business on commercially reasonable terms;
 - (f) The Customer undertakes that until it delivers the Goods to a third party, it will store the Goods on its premises separately from its own Goods, or those of any other person, and in a manner which makes the Goods readily identifiable as the Company's Goods.

4. Access

- 4.1 The Customer irrevocably permits the Company or any person authorised by the Company in writing, upon giving reasonable notice to enter the Customer's premises or at premises where the Goods are reasonably believed by the Company to be held on the Customer's behalf for the purpose of examining or recovering the Goods. The Customer also agrees to indemnify and hold the Company harmless for reasonable costs of removal, enforcement, and legal action in respect of the removal of any Goods, the subject of this Agreement.

5. Transactions contemplated by this Agreement

- 5.1 The Company's tender of delivery of Goods and services under this Agreement is a condition of the Customer's duty to accept the Goods or services provided and, unless otherwise agreed, the Customer's duty to pay for them.

6. Disputes

- 6.1 If the Customer disputes any Goods sold or services supplied by the Company are faulty, defective or disputes the Invoices the Company has issued, the Customer must notify their reasons in writing to the Company within seven (7) days of the Invoice date, failing which the Customer loses any right to dispute the quality of the Goods, services or quantum of.

7. Payment

- 7.1 The Customer agrees to pay all amounts due in clear funds within the agreed timeframe but no later than thirty (30) days from the end of the month in which the invoice was issued.

- 7.2 The Customer agrees that if it fails to pay in accordance with this clause, the Company may:

- (a) Charge a late payment fee of \$50.00 on all amounts paid after the due date;
- (b) Charge interest on debts at 10% per annum from time to time;
- (c) Recover all collection and legal costs and expenses incurred in collecting overdue accounts on an indemnity basis;
- (d) Withhold supply;
- (e) Sue for the money owing on the Goods or services provided.

- 7.3 Failure to comply with clause 7.1 will constitute a breach of contract and the Company may treat the whole Agreement as repudiated and act accordingly.

- 7.4 In the event this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amount due.

8. Default

- 8.1 If the Customer:

- (a) Fails to pay for any Goods or services on the due date; or
 - (b) Otherwise breached this agreement and failed to rectify such breach within seven (7) day's notice; or
 - (c) Cancel delivery of Goods or services; or
 - (d) Commits an act of bankruptcy or allows a trustee in bankruptcy or receiver and manager to be appointed to the Customer or any of its property; or
 - (e) Allow a judgment or order to be enforced or become enforceable against the Customer's property; or
 - (f) Permits proceedings to be commenced to wind the Customer up or controller, receiver, administrator, liquidator or similar officers appointed to the Customer in respect of any part of its property;
- then the Company may enter upon the Customer's premises (doing all that is necessary to gain access) where Goods supplied under this contract are situated at any time and re-take possession of any or all of the Goods the Company has supplied to the Customer and:
- (g) Resell the Goods concerned;
 - (h) Terminate the agreement; and
 - (i) Sue for any monies owing.

- 8.2 The Customer will be in default if the Customer does not pay any monies payable when called upon so to do the Customer and the Guarantor(s) jointly and severally acknowledge and agree that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Customer or the Guarantor(s) or both.

- 8.3 The Customer and the Guarantor(s) jointly and severally authorise the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

- 8.4 The Company reserves the right to report a Customer's delinquent account to a credit reporting agency should payment remain outstanding for more than sixty (60) days. In addition the Company may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. The Customer shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own Customer or indemnity cost basis.

9. Security Interest

- 9.1 The Customer consents to registration of the security interests arising in favour of the Company as a result of these conditions and lodgment of a financing statement in respect of the security interests with the Personal Property Securities Register, and must do everything (including obtaining consents, signing and producing documents, completing documents or procuring that they are completed, and supplying information) which the Company considers necessary or desirable for the purposes of the PPSA including, without limitation:

- (a) ensuring that the security interests are registered, enforceable, continuously perfected and otherwise effective in accordance with the PPSA;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the security interests; and
- (c) enabling the Company to exercise rights in connection with the security interests in accordance with the PPSA.

10. Warranty

- 10.1 Except as expressly provided herein, any terms and conditions contained in any order, acceptance or other document of the Customer, and all representations, statements, terms and conditions, warranties (whether express or implied by law), guarantees, conditions or other terms regarding the state, quality or condition of the Goods supplied by the Company to the Customer are expressly excluded to the fullest extent permitted by law.

- 10.2 Except to the extent provided in this clause 10, the Company has no liability to any person for any physical or financial injury, loss or damage or for any indirect or consequential loss or damage of any kind arising from the Goods supplied by the Company, whether caused by tort, breach of contract or arising out of the Company's negligence or in any way whatsoever.

- 10.3 To the extent permitted by law, any liability of the Company arising from the breach of the conditions or warranties referred to in clause 10(1) are, at the Company's option, limited to and completely discharged in the case of the Goods, by either:

- (a) the supply by the Company of equivalent Goods; or
- (b) the replacement by the Company of the Goods supplied to the Customer.



the Company in writing. The Company may amend or replace these Terms and Conditions at any time by giving seven (7) days' notice to the Customer.

- 10.4 In no event shall the liability of the Company exceed the purchase price of the Goods supplied by the Company.
- 10.5 The Customer acknowledges that it does not, and it would be unreasonable for the Customer to, rely on the skill or judgment of the Company as to whether the Goods are reasonably fit for any purpose for which they are being acquired, and that the sale is not a sale of Goods by description or sample.
- 11. Indemnity**
- 11.1 The Customer indemnifies the Company, regardless of any negligence on the part of the Company, against all:
- (a) losses and liabilities incurred by the Company;
 - (b) fees, charges and disbursements charged by any mercantile or collection agent; and
 - (c) Legal Costs (calculated on a full indemnity basis) and other expenses incurred by the Company in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with the supply of Goods by the Company to the Customer unless caused by wilful misconduct on the part of the Company or any of its employees or agents acting within the scope of their employment.
- 11.2 The liabilities, costs and other expenses referred to in clause 11(1) are recoverable as a liquidated debt, whether or not the Company has paid or satisfied them.
- 12. Guarantee**
- 12.1 If the Customer defaults in payment of any amount due to the Company on any account whatsoever, the Guarantor(s) must immediately on demand pay that money to, or as directed by, the Company in full without set-off, counterclaim or deduction.
- 12.2 The guarantee given by the Guarantor(s) is a continuing guarantee and indemnity for all obligations of and amounts payable by the Customer.
- 12.3 The Guarantor(s)' obligations are principal obligations and are not ancillary or collateral to any other right or obligation. The Company may enforce the Guarantor(s)' obligations without first being required to proceed against the Customer, exhaust any remedy it may have against the Customer, or enforce any security it may hold with respect to the obligations of, or amounts payable by the Customer.
- 12.4 The liability of the Guarantor(s) is absolute and unconditional, and not affected by anything which, but for this clause, might abrogate, prejudice, avoid or affect it at law or in equity, including, without limitation:
- (a) the release, waiver, disclaimer, amendment, compounding, compromise, relinquishment, variation, replacement or discharge (either in whole or in part), or an agreement to do so, of the amounts due, the Customer obligations, the obligations of a Guarantor under the guarantee or other arrangements now or from time to time in force between the Customer and the Company or any other persons, with or without the knowledge of the Guarantor(s);
 - (b) any judgement or right which the Company may have or exercise against the Customer, the Guarantor(s) or any other person;
 - (c) any agreement between the Company and the Customer becoming wholly or partly unenforceable;
 - (d) any change in the constitution, ownership, management or directors of the Customer;
 - (e) an omission or mistake by, or negligence of, the Company;
 - (f) the Customer or the Guarantor(s) becoming insolvent or bankrupt or subjected to any similar process, including liquidation or voluntary administration;
 - (g) the Company consenting to any assignment by the Customer for the benefit of creditors or to any deed or scheme of arrangement or deed of composition under the bankruptcy laws; and/or
 - (h) by reason of any security held or taken by the Company to secure the Customer's or Guarantor(s)' indebtedness being void, defective or informal, or the failure of the Customer or Guarantor(s) to provide appropriate security.
- 12.5 The Guarantor(s) acknowledge that these Terms and Conditions constitute a security agreement for the purposes of the PPSA.
- 13. Privacy**
- 13.1 The Company may use personal information contained in the application and guarantee to obtain credit reports containing consumer credit information and/or commercial credit information about the Applicant and Guarantors from credit reporting agencies.
- 13.2 The Company may use such personal information and any information disclosed by credit reporting agencies, in accordance with the *Privacy Act 1988* (Cth), in assessing or enforcing the credit application and guarantee and in accordance with the Company's privacy policy, as amended. Personal information may be disclosed to or between the Company's related companies, contractors, other credit providers, finance providers, service providers and the Company's risk insurers and debt collectors. The Company hereby gives notice in accordance with Section 18E(8)(c) of the *Privacy Act* that any personal information which is permitted to be kept on a credit information file might be disclosed to credit reporting agencies now or in the future. Upon request, any person may gain access to his/her personal information.
- 14. No Variation**
- 14.1 All Goods sold by the Company are sold subject to these Terms and Conditions. No variation or modification or substitution of these Terms and Conditions shall be binding on the Company unless specifically accepted by
- 15. Severability**
- 15.1 If any provision of these Terms will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 16. Entire Understanding**
- 16.1 These Terms and Conditions are to be read together with the Credit Terms and the Guarantee and those documents together:
- (a) represent the entire agreement and understanding between the parties in connection with the subject matter of these Terms and Conditions; and supersede any prior agreement or understanding on anything connected with that subject matter.
- 16.2 To the extent of any inconsistency between these Terms and Conditions, the Credit Terms and the Guarantee, these Terms and Conditions will prevail.
- 17. Governing Law and Jurisdiction**
- 17.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Queensland.
- 17.2 The parties agree to the exclusive jurisdiction of the courts of Queensland.
- 18. Disclaimer**
- 18.1 The team at NAS Australia prides itself on our ability to deliver the right products at the right price, backed by exceptional pre- and post-sale services. We offer advice gratuitously.
- 18.2 While NAS Australia uses reasonable efforts to ensure advice provided and information supplied is accurate, NAS Australia makes no warranties or representations as to the accuracy of the advice or material.
- 18.3 To the maximum extent permitted by law, in no event shall NAS Australia and its employees and agents be liable for any damages whatsoever. NAS Australia shall not be liable for any special or consequential damages that result from the use of, or the inability to use, gratuitous advice provided by NAS Australia or the performance of the products, even if NAS Australia has been advised of the possibility of such damages.
- 19. Returns**
- 19.1 All returns are subject to the terms and conditions of the NAS Australia RMA form. Should you wish to return any goods please complete and return that form.

