NOTCHKA

APPLICATION FOR CREDIT ACCOUNT

REGISTERED BUSINESS NAME: ______________________________
(This must be the full legal name of the company or persons incurring the debt)

TRADING NAME: ______________________________

ABN ______________________________

BUSINESS ADDRESS: ______________________________

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POSTAL ADDRESS: ______________________________

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TELEPHONE: ____________________ **FAX:** ____________________

CONTACT: ____________________ **EMAIL:** ____________________

EMAIL FOR MONTHLY STATEMENTS (if different): ____________________

DRIVER'S LICENCE NO (Please attach copy): ____________________

PREFERRED CARRIER: ____________________ **A/c #:** ____________________

DIRECTORS OR PROPRIETORS: **(Please give full names and addresses of Directors and Proprietors)**

NAME: ______________________________
ADDRESS: ______________________________

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NAME: ______________________________
ADDRESS: ______________________________

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(Please add additional sheet if required)

APPLICANTS BANK: ______________________________

BRANCH: ______________________________

TYPE OF BUSINESS: ____

CREDIT AMOUNT REQUIRED: ____

TRADE REFERENCES: (Please supply three)

1. ____
________________________ TEL:_______________FAX:__________________

2. ____
________________________ TEL: _______________FAX:__________________

3. ____
________________________ TEL: _______________FAX:__________________

TERMS OF TRADING

Title: Property in the goods shall not pass to the buyer until payment in full has been received by **NOTCHKA PTY LTD.**

Payment: Payment is due by the last working day of the month following the month of supply. Overdue accounts may attract a service charge at the rate of 1.5% per month.

Claims: Claims for short or incorrect deliveries must be made within seven (7) working days from receipt of goods, and must state invoice number and date.

Returns: Returns will not be accepted without prior notification, which must include invoice number, date and reason for return.

Personal Property Securities Act 2009 (PPSA):

1) Defined terms below have the same meaning as given to them in the PPSA.
   a) the Seller and the Buyer acknowledge that this Agreement constitutes a Security Agreement and gives rise to a Purchase Money Security Interest (PMSI) in favour of the Seller over the Goods supplied to the Buyer, as Grantor, pursuant to this Agreement.
   b) the Goods supplied or to be supplied under this Agreement fall within the PPSA classification of “Other Goods” acquired by the Buyer pursuant to these Terms of Trade.
   c) the Seller and the Buyer acknowledge that the Seller, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to Buyer, as Grantor, under this agreement on the PPSA Register as Collateral.
2) The Buyer waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Buyer, as Grantor, to the Seller.
3) The Buyer agrees to indemnify the Seller on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the:
   a) registration or amendment or discharge of any Financing Statement registered by or on behalf of the Seller; and
   b) enforcement or attempted enforcement of any Security Interest granted to the Seller by the Buyer.
4) The Buyer agrees:
   a) that, to the extent permitted at law, nothing in sections 130 to 143 of the PPSA will apply to these Terms of Trade or the Security under these Terms of Trade;
   b) to waive its right to do any of the following under the PPSA:
      i) receive notice of removal of an Accession under section 95;
      ii) receive notice of an intention to seize Collateral under section 123;
      iii) receive notice of disposal of Collateral under section 130;
      iv) receive a Statement of Account if there is no disposal under section 130(4);
      v) receive notice of retention of Collateral under section 135;
      vi) redeem the Collateral under section 142;
      vii) reinstate the Security Agreement under section 143;
      viii) object to the purchase of the Collateral by the Secured Party under section 129; and
      ix) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

APPLICATION

I/We agree that **NOTCHKA PTY LTD** may give to and seek from any credit providers named in this application, information about my/our credit arrangements.

I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/We certify that the above information is correct and agree to the terms of trading above. I/We agree that payment is to be made by the last working day of the month following the month of supply, by forwarding our remittance to your office by that date.

SIGNATURE: ____

NAME: ____ DATE: ______________

POSITION WITH APPLICANT BUSINESS: ______________________________