



**LICENSING
ESSENTIALS**

ACN 089 568 016
ABN 95 089 568 016

800 Wellington Road
PO Box 2011
Rowville Vic 3178
Australia

T +61 3 9754 0729
F +61 3 9755 8706

REGISTERED COMPANY / BUSINESS NAME	
TRADING NAME	
NATURE OF BUSINESS	
ABN	
TRADING ADDRESS	
POSTAL ADDRESS	
BUSINESS PHONE NUMBER	
MOBILE TELEPHONE NUMBER	
BUSINESS FAX NUMBER	
ACCOUNTS DEPT PHONE NUMBER	
ACCOUNTS DEPT EMAIL ADDRESS	
NAME OF PRINCIPAL CONTACT	
TITLE OF PRINCIPAL CONTACT	
PRINCIPAL CONTACT TELEPHONE NUMBER	
REQUESTED MONTHLY CREDIT	

DIRECTORS / PROPRIETORS / SOLE TRADERS

(must be completed by each applicant)

NAME	DRIVERS LICENCE NUMBER
ADDRESS	
AH PHONE NO:	DOB

NAME	DRIVERS LICENCE NUMBER
ADDRESS	
AH PHONE NO:	DOB

NAME	DRIVERS LICENCE NUMBER
ADDRESS	
AH PHONE NO:	DOB

TRADE REFERENCES

(please supply 3 current suppliers and full contact details)

COMPANY NAME		CONTACT
ADDRESS		
TELEPHONE	CREDIT LIMIT	TRADING TERMS

COMPANY NAME		CONTACT
ADDRESS		
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COMPANY NAME		CONTACT
ADDRESS		
TELEPHONE	CREDIT LIMIT	TRADING TERMS

TRADING TERMS & CONDITIONS

1 PAYMENT

- (a) Unless otherwise specified, all payment terms are strictly 30 days from statement date.
- (b) In the case of the first transaction payment is required on pro-forma invoice.
- (c) Payment can be made as a direct deposit into the following bank account quoting either the invoice number or customer account code as a payment reference.

Account name: Licensing Essentials
Bank: ANZ Bank New Zealand
BSB: 010178
Account number: 0029652-00

- (d) Credit card payments can also be made. Payments are restricted to VISA and MASTERCARD. No additional fees are charged for credit card payments.
- (e) Non-payment of the due account results in an automatic suspension of the trading account. Further orders will not be released until the account is paid in full.
- (f) Property of the goods shall not pass to the buyer unless and until the total invoice price has been paid, but the goods shall be at the risk of the buyer from the time of delivery.

2 MINIMUM ORDER

A minimum order value of \$500.00 applies to all shipments/stores.

3 MINIMUM ORDER SURCHARGE

A surcharge of \$20 will be applicable to all orders under the minimum order value.

4 PRICING

Pricing is subject to change without notice.

5 DELIVERY TERMS:

All goods will be delivered into New Zealand FIS (Free Into Store).

Note: all Customers who do not have a trading account will be charged freight regardless of the delivery territory

6 CLAIMS/RETURNS

- Claims must be received within 7 days of receipt of consignment. Please quote invoice number for quick processing of returns.
- Returns will not be accepted without prior authorisation.
- Claims for incorrect delivery, faulty goods and incorrect charging must be made within 7 days of the receipt of the goods.
- Licensing Essentials reserve the right to refuse Returns or Freight Charges, unless prior arrangements have been negotiated.

7 CONDITIONS OF SALE

It is a condition of sale that the company may not alter remove or obliterate the label/labels attached to Licensing Essentials product.

8 BACKORDERS

Licensing Essentials does not retain back orders on customer accounts. All items that cannot be supplied at the time of invoice will be deleted from the sales order and customers should re-order the goods with their next order.

9 OVERDUE ACCOUNTS

Goods will not be supplied to overdue accounts until such time as the account is brought up to date.

PERSONAL GUARANTEE

I/We note the trading terms listed on this form and the attached terms and conditions of sales have been explained to us by the Supplier. I/We guarantee payment of any and all accounts for goods purchased by the above Company/business together with any legal personal representatives of the company/business or out of pocket expenses associated with the collection of any outstanding moneys. I/We understand this guarantee binds me personally.

DATE	DATE
SIGNATURE	SIGNATURE
COMPANY DIRECTOR	COMPANY DIRECTOR
PRINT FULL NAME	PRINT FULL NAME
WITNESS	WITNESS

IMPORTANCE NOTICE TO APPLICANT(S) FOR CREDIT (Section 18K (1)(b), Privacy Act 1998)

Agreement that Licensing Essentials Pty Ltd may seek consumer credit information

If Licensing Essentials Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Licensing Essentials Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Licensing Essentials Pty Ltd.

Exchanging information with other credit providers

I/we agree to Licensing Essentials Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Licensing Essentials Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Licensing Essentials Pty Ltd.

Licensing Essentials may give information about you to a credit reporting agency, but only limited kinds of information allowed by the Privacy Act 1988 (Commonwealth). This includes:

- Identity details – this only includes your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, and your driver's licence number.
- The fact that you have applied for credit and the amount;
- The fact that the supplier is a credit provider to you;
- Payments overdue for at least 60 days when the supplier has taken steps to recover;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- The opinion of the supplier that you have committed a serious credit infringement;
- When the credit provided to you have been discharged.

I / We agree with the terms and conditions of a trading account with Licensing Essentials.

DATE	DATE
SIGNATURE	SIGNATURE
COMPANY DIRECTOR	COMPANY DIRECTOR
PRINT FULL NAME	PRINT FULL NAME

PASSING OF PROPERTY AND RISK:

- 1) Notwithstanding any other clause contained herein the full legal and equitable title in the goods shall be retained by Licensing Essentials or its lawful successors in title (hereafter referred to as "the company") and will only be transferred when the buyer's indebtedness to the company or its lawful agents for the purpose under his agreement, together with any GST or interest payable is fully discharged.
- 2) Until the moment of receipt of full payment of all of the buyer's indebtedness as referred to in paragraph (1(i)) herein the buyer shall keep the goods for and on behalf of the company.
- 3) Notwithstanding any other clause contained herein the risk in all goods shall pass to the buyer immediately upon delivery and all goods must be paid for notwithstanding the destruction thereof or any damage thereto however caused.
- 4) The Buyer shall ensure that the goods are stored in such a way that they are clearly identifiable as the property of the company and are not intermingled with the property of the buyer or any other person. The buyer shall not in any way alter or treat the goods so as to change their quality or nature in any way until such time as full payment has been made as aforesaid and further shall ensure that the goods remain clearly marked as the company's property.
- 5) Payment of the amounts owed by the buyer to the company under this agreement shall be deemed to have been made when cash has been received or cheques for the price and all other moneys owing under this agreement have been met and honoured in full.
- 6) The company authorises the buyer to sell the goods as the company's fiduciary agent for the account of the company only. The proceeds of sale are the property of the company and the buyer shall hold such proceeds for and on behalf of the company in fiduciary capacity. The buyer shall keep separate records as to the goods sold and as to the amount(s) received.
- 7) While the company retains full legal and equitable title in the goods the buyer shall not bail, pledge, mortgage, charge, grant a lien over, lease or assign the goods by any other way of security. Only sales pursuant to paragraph 5(i) hereof are permitted.
- 8) Notwithstanding any period of credit allowed in the company's terms and conditions of sale, the buyer shall account to the company for the purchase price of the goods (or such part thereof as represents the goods on-sold) as soon as the goods (or any of them) are on-sold by the purchaser and the proceeds of such sale are received by the purchaser.
- 9) The buyer shall notify the company in writing of any intended sale of the buyer's business which includes or purports to include the goods as part of the buyer stock.
- 10) In the event of the buyer failing to pay for the goods pursuant to this agreement or the determination or repudiation of the contract (however occurring) the company is hereby irrevocably authorised to enter onto the premises of the buyer and re-possess the goods and any other goods in the buyer's possession the property in which is vested in the company.

I / We agree with the terms and conditions of a trading account with Licensing Essentials.

DATE	DATE
SIGNATURE	SIGNATURE
COMPANY DIRECTOR	COMPANY DIRECTOR
PRINT FULL NAME	PRINT FULL NAME

OFFICE USE ONLY:	Approved Credit Limit	Authorised by (Signature)	Date Approved
	\$		