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A.B.N 97 125 720 210

## Credit Application

COMPANY NAME: \_\_\_\_\_  
TRADING NAME: \_\_\_\_\_  
ABN: \_\_\_\_\_  
POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
DELIVERY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
BANK & BRANCH: \_\_\_\_\_  
EST \$ MONTHLY PURCHASE: \_\_\_\_\_  
TYPE OF BUSINESS: \_\_\_\_\_  
MAIN INDUSTRY: \_\_\_\_\_  
NO. OF EMPLOYEES: \_\_\_\_\_  
ACCOUNT CONTACT: \_\_\_\_\_  
ACCOUNT EMAIL: \_\_\_\_\_  
DATE BUSINESS COMMENCED: \_\_\_\_\_

FULL NAME & RESIDENTIAL ADDRESS OF PROPRIETOR, PARTNERS AND/OR DIRECTORS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE ANY OF THE ABOVE INDIVIDUALS BEEN DECLARED BANKRUPT? Y/N  
HAS THE COMPANY/BUSINESS BEEN REFUSED CREDIT? Y/N

TRADE REFERENCES:

NAME:	ADDRESS:	PHONE NO:	FAX NO:



## Terms & Conditions Of Trading Agreement

The following applies to and forms part of any contract for the supply of goods or services by YHS Pty Ltd A.B.N 97 125 720 210 to the party completing the application annexed to these conditions. These terms are effective from the date of acceptance by the customer.

1. The customer warrants that the information given on the page overleaf for the purpose of obtaining credit is true and correct.
2. The customer warrants that the persons' signatures appearing on this page have been authorised by the customer to apply for credit and execute this agreement.
3. The customer agrees to adhere to the terms and condition of this agreement.
4. This agreement shall be governed by and construed in accordance with the laws of Victoria and, where applicable, the commonwealth of Australia and the customer submits to the non-exclusive jurisdiction of the courts of Victoria.
5. All orders are accepted subject to availability of the goods and the continuing credit worthiness of the customer. Partial deliveries shall be accepted. YHS Pty Ltd shall endeavour to fulfil all orders but shall in no circumstances incur any liability arising from a failure to do so.
6. Unless otherwise agreed, payment shall be as follows:-
7. C.O.D in relation to new accounts, until the granting of credit facilities to the customer.
8. When credit has been granted, within 14 days from the date of invoice.
9. Should the customer default in the payment of any monies due under this agreement, all monies will then become due immediately to YHS Pty Ltd and shall be paid within 7 days of demand. Any expenses incurred by YHS Pty Ltd including debt collection agency fees in obtaining or attempting to obtain payment any amount due by the customer, the customer shall be liable for, and expressly undertakes to pay, such expenses. Interest on overdue invoices shall accrue daily at a rate of 5% per calendar month from payment due date.
10. YHS Pty Ltd shall be entitled without notice to terminate any credit arrangement with the customer in the event of the customer defaulting in any of these terms and conditions.
11. YHS Pty Ltd shall be entitled at any stage during the continuance of this agreement to request such security or additional security as thinks fit, and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security is obtained.
12. Returns of goods allegedly not as ordered will be accepted without prior agreement by YHS Pty Ltd only within a period of 7 days from date of delivery. No credit will be issued until goods have been inspected and approved as being in saleable condition.
13. The customer hereby acknowledges that any goods supplied by YHS Pty Ltd shall remain the property of YHS Pty Ltd until all monies owing have been paid in full. In the event that the customer defaults in the payment of any monies owing, YHS Pty Ltd and its employees or agents shall have the right to enter without notice upon the customer's premises or any other premises where the goods are known to be stored to repossess the goods, and for this purpose the customer shall grant reasonable access rights and YHS Pty Ltd its employees or agents shall be entitled to do all things required to secure repos session.
14. The signatories to this agreement guarantee payment of the customer's account to YHS Pty Ltd. This guarantee will be a continuing guarantee unless notification is made to and acknowledged be YHS Pty Ltd in writing.
15. In the case of a Trust Company the signatories acknowledge that the trustee shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.
16. The customer shall no later than 14 days prior to any proposed changes of details overleaf, notify YHS Pty Ltd of the changes.
17. The customer indemnifies and keeps YHS Pty Ltd indemnified against all loss suffered or incurred by the customer arising out of the goods which is caused by negligent or wilful act or omission, product modification or alteration by the customer or failure to use the goods in accordance with the manufacturer's instructions.

Signed by or on behalf of the applicant(s) by an authorised person:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_