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CREDIT ACCOUNT APPLICATION FORM

Private and Confidential

The "Customer" hereby applies to establish credit facilities with MULTiWAY Trading (Aust) Pty Ltd ABN 15 632 194 319 in relation to the provision of goods and services by MULTiWAY Trading (Aust) Pty Ltd. To assist MULTiWAY Trading (Aust) Pty Ltd with consideration of this application, the Customer hereby furnishes the relevant business details specified below. By completing this application the Customer acknowledges and agrees to the Terms and Conditions of Sale annexed to this application, and warrants the accuracy of the information supplied in this application.

1. General Details

Company Name	
Trading Name	
Business Type	Corporation / Partnership / Private / Public / Sole Trader
ACN / ABN	
Date Incorporated	
Years of Operation	
Nature of Business	
EST. Monthly Purchases	

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2. Contact Details

Business Address

Postal Address

Registered Office Address

Finance/ Accounts -

Contact

Phone Number

Email

3. Directors / Partners

Name of Director #1

Address

Drivers License / DOB

Name of Director #2

Address

Drivers License / DOB

4. Bank Details

Name of Bank

Account Name

Branch / BSB #

Account #

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5. Trade References

Trade Reference #1	
Phone	
Monthly Credit	
Trade Reference #2	
Phone	
Monthly Credit	
Trade Reference #3	
Phone	
Monthly Credit	

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This is a contractual document creating binding legal relations between MULTiWAY Trading (Aust) Pty Ltd and the "Customer". The Customer agrees to be bound by the Terms and Conditions of Sale.

Signed for and on behalf of the "Customer":

Name: Title:

Authorised Signature: Title:

In consideration of MULTiWAY Trading (Aust) Pty Ltd granting credit to the Customer on the terms and conditions, I/we guarantee payment to MULTiWAY Trading (Aust) Pty Ltd of all amounts due and owing on the part of the Customer and the due performance and observance of the terms and conditions hereof. This guarantee is in addition to and not in substitution for any other rights which MULTiWAY Trading (Aust) Pty Ltd may have and may be enforced against the guarantors without first having recourse to any such rights and without taking any proceedings against the Customer.

Signed for and on behalf of the "Guarantor" (to be signed by applicants who are Directors or Trustees):

Name: Title:

Authorised Signature: Title:

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TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 In consideration of MULTiWAY Trading (Aust) Pty Ltd ABN 15 632 194 319 agreeing to supply goods and services to the Customer, the Customer agrees and accepts that these terms and conditions apply to all sale of goods MULTiWAY Trading (Aust) Pty Ltd to the Customer to the exclusion of any conditions of sale appearing on any document of the Customer. The Customer further acknowledges these terms and conditions of Sale constitute the entire agreement of the parties as to the supply of goods by MULTiWAY Trading (Aust), and may not be varied without the prior written agreement of MULTiWAY Trading (Aust) Pty Ltd.

2. OWNERSHIP OF GOODS

2.1 The risk in all goods supplied by MULTiWAY Trading (Aust) Pty Ltd shall pass to the Customer upon delivery to the point specified in the Contract. Such goods shall remain the sole and absolute property of MULTiWAY Trading (Aust) Pty Ltd until such time as the Customer shall have paid to MULTiWAY Trading (Aust) Pty Ltd the agreed price together with the full contract price due for any other goods the subject to of any other contract with MULTiWAY Trading (Aust) Pty Ltd. The Customer acknowledges that it is in possession of the goods solely as bailee for MULTiWAY Trading (Aust) Pty Ltd until such time as the full price thereof is paid to MULTiWAY Trading (Aust) Pty Ltd together with the full price of any other goods the subject of any other contract with MULTiWAY Trading (Aust) Pty Ltd.

2.2 The Customer shall effect and main sufficient proper insurance for the benefit of MULTiWAY Trading (Aust) Pty Ltd and the Customer to cover their respective rights and obligations hereunder until payment in full of the contract price and all other monies owing hereunder. The Customer may however sell as principal or otherwise deal in the goods.

2.3 The Customer's right to possession of the goods shall cease if not being a company, he/she commits an act of bankruptcy, or if being a company, it does anything or fails to do anything which would entitle a receiver to take possession of any assets which enable a person to present a petition for winding up. MULTiWAY Trading (Aust) Pty Ltd may for the purpose of recovery of its goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

2.4 The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the goods has not yet passed ownership.

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3. TERMS OF PAYMENT

3.1 Payment of goods and services pursuant to this agreement including GST is due on the last day of the month following the month in which the goods were delivered or services provided. Any which remains outstanding after the due date shall be liable to interest in addition to the outstanding monies of 5% per annum, on the value of purchase not paid for within 30 days from the last month in which the purchases were made.

4. PRIVACY

4.1 In accordance with Section 18E(8)(c) of the Privacy Act 1998, MULTiWAY Trading (Aust) Pty Ltd is permitted to give personal information about the Customer to a credit reporting agency provided that a credit reporting agency to whom application is made for information concerning the Customer is only permitted to release that information to MULTiWAY Trading (Aust) Pty Ltd if the Customer has consented.

4.2 The Customer hereby consents to the credit reporting agency releasing the information and authorises MULTiWAY Trading (Aust) Pty Ltd to produce this signed document to evidence the giving of that consent.

4.3 MULTiWAY Trading (Aust) Pty Ltd is not permitted without the consent of the Customer to disclose to any other credit provider the contents of any report about the Customer received by MULTiWAY Trading (Aust) Pty Ltd from a credit reporting agency.

4.4 In accordance with the provisions of Section 18K(4)(b)(e)(h) of the Commonwealth Privacy Act 1998, the Customer agrees that disclosure by a credit reporting agency and/or use by MULTiWAY Trading (Aust) Pty Ltd of the relevant information referred to may occur for the purpose of assessing this application.

5. LIMITATION OF LIABILITY

5.1 Subject to this clause and to the maximum extent permitted by law, any representation, warranty, condition or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

5.2 Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Consignor by the Trade Practices Act 1974 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.

5.3 If MULTiWAY Trading (Aust) Pty Ltd is found to be liable to Customer, MULTiWAY Trading (Aust) liability is limited (in MULTiWAY Trading (Aust) absolute discretion) to: (a) the cost of supplying the goods; or (b) supplying the goods again.

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6. EXERCISE OF LEGAL RIGHTS

6.1 The failure, delay, relaxation, or indulgence on the part of MULTiWAY Trading (Aust) Pty Ltd in exercising any power or right conferred upon MULTiWAY Trading (Aust) Pty Ltd by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale.

7. GOVERNING LAW

7.1 These Terms and Conditions of Sale shall be construed in accordance with the law of Queensland, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

7.2 Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded, where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by the law.