



Filters Plus (WA)
 ABN: 76 133 797 154
 U9, 511 Abernethy Road Kewdale WA 6105
 Phone: (08) 9451 1195 • Fax: (08) 9451 3172
 Email: accounts@filtersplus.co
 Web: www.filtersplus.co

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Entity Name:		
Trading Name (if different from above):		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual/ Non-business buyer)</i>		
D.O.B.:	Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified. Note: Sole traders to provide a copy of their Drivers Licence.)</i>		
ABN:	ACN:	Date Established <i>(current owners)</i> :
Credit Limit Required <i>(Default limit \$2000)</i> : \$		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Contact Details		
Purchasing Officer:		
Purchasing Email Address:	Phone No:	
Sales Officer:		
Sales Email Address:	Phone No:	
Accounts Officer:		
Accounts Email Address:		
Account Terms: 30 Days from EOM	Phone No:	
Filters Plus (WA) Use Only:		
PPSR Required: <input type="checkbox"/> YES <input type="checkbox"/> NO	Record #:	

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Filterco Pty Ltd T/A Filters Plus which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client, I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ **SIGNED (FILTERS PLUS):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

1	Definitions		9.1	Filters Plus and the Client agree that ownership of the Goods shall not pass until:		12.5	If the Client is a consumer within the meaning of the CCA, Filters Plus' liability is limited to the extent permitted by section 64A of Schedule 2.		15.5	Filters Plus may give information about the Client to a CRB for the following purposes:
1.1	"Filters Plus" means Filterco Pty Ltd T/A Filters Plus, its successors and assigns or any person acting on behalf of and with the authority of Filterco Pty Ltd T/A Filters Plus.	1.2	"Client" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	1.3	"Goods" means all Goods or Services supplied by Filters Plus to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	1.4	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Filters Plus and the Client in accordance with clause 5 below.	1.5	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Ch).	(a) to obtain a consumer credit report;
2	Acceptance	2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	2.2	These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Filters Plus.	2.3	Electronic Transactions Act 2003	3.1	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(b) allow the CRB to create or maintain a credit information file about the Client including credit history;
4	Change in Control	4.1	The Client shall give Filters Plus not less than fourteen (14) days' prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Filters Plus as a result of the Client's failure to comply with this clause.	4.2	Filters Plus reserves the right to change the Price if a variation to Filters Plus' quotation is requested. Variations will be charged for on the basis of Filters Plus' quotation, and will be detailed in writing, and shown as variations on Filters Plus' invoice. The Client shall be required to respond to any variation to Filters Plus' quotation within (10) working days. Failure to do so will entitle Filters Plus to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	4.3	Price and Payment	5.1	At Filters Plus' sole discretion, the Price shall be either:	(a) as indicated on any invoice provided by Filters Plus to the Client; or
5	Price and Payment	5.1	At Filters Plus' sole discretion, the Price shall be either:	(b) the Price as at the date of delivery of the Goods according to Filters Plus' current price list; or	(c) Filters Plus' quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of sixty (60) days.	5.2	Filters Plus reserves the right to change the Price if a variation to Filters Plus' quotation is requested. Variations will be charged for on the basis of Filters Plus' quotation, and will be detailed in writing, and shown as variations on Filters Plus' invoice. The Client shall be required to respond to any variation to Filters Plus' quotation within (10) working days. Failure to do so will entitle Filters Plus to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	5.3	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Filters Plus, which shall be:	(a) the date specified on any invoice or other form as being the date for payment; or
6	Delivery of Goods	6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that:	(a) the Client or the Client's nominated carrier takes possession of the Goods at Filters Plus' address; or	(b) Filters Plus (or Filters Plus' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	6.2	At Filters Plus' sole discretion, the cost of Delivery is either included in, or in addition to, the Price.	6.3	Any time for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Filters Plus will not be liable for any loss or damage incurred by the client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then Filters Plus shall be entitled to charge a reasonable fee for redelivery and/or storage.	(b) by leaving it at the address of the other party as stated in this contract;
7	Risk	7.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	7.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Filters Plus is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Filters Plus is sufficient evidence of Filters Plus' rights to receive the insurance proceeds without the need for any person dealing with Filters Plus to make further enquiries.	7.3	If the Client requests Filters Plus to leave Goods outside Filters Plus' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.	7.4	Filters Plus shall make every effort to source Goods compatible with the Client's requests; however, Filters Plus makes no guarantee that Goods sourced will be of the correct type or size for the Client's application. The Client accepts and acknowledges that it is the Client's responsibility to ensure that the Goods supplied are suitable for the desired purpose and cannot be returned once fitted.	(c) by sending it by registered post to the address of the other party as stated in this contract;
8	Specifications	8.1	The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Filter Plus' or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Filters Plus.	8.2	The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Filter Plus' or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Filters Plus.	9	9. Title	9.1	Filters Plus and the Client agree that ownership of the Goods shall not pass until:	(a) the Client has paid Filters Plus all amounts owing to Filters Plus; and
9	9. Title	9.1	Filters Plus and the Client agree that ownership of the Goods shall not pass until:	(b) the Client has met all of its other obligations to Filters Plus.	9.2	Receipt by Filters Plus of any form of payment other than cash or trust for Filters Plus or payment into that form of payment has been honoured, cleared or recognised.	9.3	It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 9.1:	(a) the Client is only a bailee of the Goods and must return the Goods to Filters Plus on request.	
10	10. Personal Property Securities Act 2009 ("PPSA")	10.1	In this clause, a security interest means a financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	10.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) in favour of Filters Plus and the Client to Filters Plus for Services that have previously been supplied and that will be supplied in the future by Filters Plus to the Client.	10.3	The Client undertakes to:	(a) promptly sign any further documents and/or provide any further information (such information to be accurate, accurate and up-to-date in all respects) which Filters Plus may reasonably require to:	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	
11	Security and Charge	11.1	In consideration of Filters Plus agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	11.2	The Client indemnifies Filters Plus from and against all Filters Plus' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Filters Plus' rights under this clause.	11.3	The Client irrevocably appoints Filters Plus and each director of Filters Plus as the Client's true and lawful attorney/s to perform all necessary acts giving effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.	(ii) register any other document required to be registered by the PPSA;	(j) fair wear and tear, any accident, or act of God.	
12	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	12.1	The Client must inspect the Goods on Delivery and must within fourteen (14) days of such time notify Filters Plus in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Filters Plus to inspect the Goods.	12.2	Under applicable State, Territory and Commonwealth Law (including, but not limited to, the PPSA) certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	12.3	Filters Plus acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	(k) the Client failing to properly maintain or store any Goods;	(l) the Client using the Goods for any purpose other than that for which they were designed;	
13	Default and Consequences of Default	13.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Filters Plus' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	13.2	If the Client owes Filters Plus any money the Client shall indemnify Filters Plus from and against all costs and disbursements incurred by Filters Plus in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Filters Plus' contract default fee, and bank disbursement fees).	13.3	Further to any other rights or remedies Filters Plus may have under this contract, if the Client fails to make payment to Filters Plus, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Filters Plus under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.	(m) the Goods are returned in as close a condition to that in which they were delivered as is possible.	(n) the Goods are returned in as close a condition to that in which they were delivered as is possible.	
14	Cancellation	14.1	Without prejudice to any other remedies Filters Plus may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Filters Plus may suspend or terminate the supply of Goods to the Client. Filters Plus will not be liable to the Client for any loss or damage the Client suffers because Filters Plus has exercised its rights under this clause.	14.2	Filters Plus may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. Filters Plus shall not be liable for any loss or damage whatsoever arising from such cancellation.	14.3	In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Filters Plus as a direct result of the cancellation (including, but not limited to, any loss of profits).	(o) otherwise negotiated absolutely.	(o) otherwise negotiated absolutely.	
15	Privacy Act 1988	15.1	The Client agrees for Filters Plus to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by Filters Plus.	15.2	The Client agrees that Filters Plus may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	15.3	The Client consents to Filters Plus being given a consumer credit report to collect overdue payment on commercial credit.	(p) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	(p) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	
16	Service of Notices	16.1	Any written notice given under this contract shall be deemed to have been given and received:	(a) by handing the notice to the other party, in person;	(b) by leaving it at the address of the other party as stated in this contract;	16.2	Any notice that is posted shall be deemed to have been given, unless the contrary is shown, at the time of the ordinary course of post, the notice would have been delivered.	(q) the Client failing to properly maintain or store any Goods;	(q) the Client failing to properly maintain or store any Goods;	
17	General	17.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce them. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.	17.2	These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the state in which Filters Plus has its principal place of business, and are subject to the jurisdiction of the Perth courts in that state.	17.3	Subject to clause 12, Filters Plus shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Filters Plus of these terms and conditions (alternatively Filters Plus' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).	(r) the Client failing to properly maintain or store any Goods;	(r) the Client failing to properly maintain or store any Goods;	
18	Force Majeure	18.1	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.	18.2	Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.	18.3	The Client agrees that Filters Plus may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Filters Plus to provide Goods to the Client.	(s) the Client failing to properly maintain or store any Goods;	(s) the Client failing to properly maintain or store any Goods;	
19	Force Majeure	19.1	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.	19.2	Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.	19.3	The Client agrees that Filters Plus may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Filters Plus to provide Goods to the Client.	(t) the Client failing to properly maintain or store any Goods;	(t) the Client failing to properly maintain or store any Goods;	