

## CREDIT APPLICATION

Trading Name		ABN	
Company Name		ACN	
TICK ONE	Sole Trader	Partnership	Registered Company
Number of years trading		Nature of Business	
Trading Address		Delivery Address	Mailing Address
Contact Person		Orders	Accounts Payable
Telephone		Fax	email
Bank		Branch	Account Number
<b>OWNERS OR DIRECTORS INFORMATION</b>			
Name		Name	
Home Address		Home Address	
Home Tel	Mob	Home Tel	Mob
Email		Email	
Drivers Licence No		Drivers Licence No	
<b>TRADE REFERENCES</b>			
Company Name		Telephone No:	
Address		Fax No:	
Company Name		Telephone No	
Address		Fax No:	
Company Name		Telephone No	
Address		Fax No:	
I consent to the supplier obtaining information from the abovementioned referees in support of this application. All information, as supplied, is correct to the best of my/our knowledge.			
Signed		Date	
Position			
<b>PERSONAL GUARANTEE</b>			
I/we understand the trading terms as explained to us by the vendor. I/we guarantee payment of any and all accounts for goods purchased by the above company together with any legal or out of pocket expenses associated with the collection of any outstanding monies. I/we understand that this guarantee binds me personally.			
Signature		Signature	
Name/Position		Name/Position	
Witness		Witness	
Date		Date	

## **STANDARD TERMS AND CONDITIONS OF SALE**

### **1. GENERAL**

These conditions of sale apply to all sales by Jewellery Junction (Aust) Pty Ltd to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these conditions of sale will be binding on by Jewellery Junction (Aust) Pty Ltd unless agreed to by a responsible officer of by Jewellery Junction (Aust) Pty Ltd in writing.

### **2. PRICES \ DELIVERY**

Unless previously agreed in writing, all orders will be executed at prices ruling at the time of delivery.

### **3. PAYMENT \ MONTHLY TRADING**

Strictly net 30 days from the end of the month of supply unless otherwise expressly arranged in writing. Payment is not made until the funds amounting to the price payable are in the possession of Jewellery Junction (Aust) Pty Ltd. If the Customer fails to pay for any goods, Jewellery Junction (Aust) Pty Ltd may refuse to deliver further goods until payment is made to the satisfaction of Jewellery Junction (Aust) Pty Ltd. Any costs associated with cheques being represented or dishonoured and \ or any costs incurred in the recovery of a debt owing by a Customer are to their account. Jewellery Junction (Aust) Pty Ltd reserves the right to suspend credit facilities once credit limits are exceeded or payment overdue by 30 days or more. Jewellery Junction (Aust) Pty Ltd reserves the right to charge interest at 2% per month on all overdue amounts.

### **4. SALES TAX**

Sales Tax, where applicable, will be charged in accordance with current legislation.

### **5. RETENTION OF PROPERTY**

- (a) Property in any items or materials ("products") delivered by Jewellery Junction (Aust) Pty Ltd to the Customer will remain with Jewellery Junction (Aust) Pty Ltd and will not pass to the Customer until Jewellery Junction (Aust) Pty Ltd has been paid in full for the products and until all cheques and other negotiable instruments, if any, have been cleared. Until such time Jewellery Junction (Aust) Pty Ltd has a right to call for or recover the product and, for this purpose, Jewellery Junction (Aust) Pty Ltd, its employees and its agents, may enter the Customer's premises or any other place where the product may be stored and the Customer, when called upon to do so, is under an obligation to deliver the product to Jewellery Junction (Aust) Pty Ltd.
- (b) The product will be at the sole risk of the Customer, upon and after delivery of the products to the Customer.
- (c) If Jewellery Junction (Aust) Pty Ltd has not been paid in full for a product, then until disposed of by the Customer in accordance with clause "D", the Customer must store the product in a manner that clearly shows property in the product belongs to Jewellery Junction (Aust) Pty Ltd and the Customer will hold the product in a fiduciary capacity as bailee.
- (d) The Customer may sell and deliver the products in the ordinary course of business provided that the Customer keeps records of sale of those products and the Customer must account to Jewellery Junction (Aust) Pty Ltd for Jewellery Junction (Aust) Pty Ltd's interest in the proceeds of sale.
- (e) If any payments for the products are overdue in whole or part, Jewellery Junction (Aust) Pty Ltd may (without prejudice to any of its rights), recover or resell the products or any of them or, on demand, require the Customer to pay interest on any overdue payments from the due date up to the date of actual payment.

### **6. GOODS RETURNED FOR CREDIT**

- (a) In the case of return of buy-ins against Customer order, credit will only be allowed if the original manufacturer \ supplier also accepts the return.
- (b) All goods returned shall be in their original containers and should not be shop soiled, obsolete or shop damaged. All such goods may be rejected or credited at a reduced rate.
- (c) No claim will be recognized unless made within seven (7) days of delivery and in every case the original invoice number and date must be quoted.

### **7. GOODS SUPPLIED ON CONSIGNMENT**

Goods not returned to us within ninety (90) days of delivery to you on consignment will be invoiced to you and you will be liable for payment as provided above. You will be liable for any loss or damage to goods, howsoever caused and whether due to your negligence or otherwise, until such time as the goods are returned to us, or are paid for in full by you.

### **8. PRIVACY POLICY (Refer Attached)**

ACCEPTANCE OF STANDARD TERMS AND CONDITIONS OF SALE

I \ we have read and agree to the Standard Terms and Conditions of Sale as set out above.

(Signature 1)

SIGNED.....

TITLE.....

DATE.....

(Signature 2)

SIGNED.....

TITLE.....

DATE.....

## **PRIVACY STATEMENT (OCTOBER 2007)**

**JEWELLERY JUNCTION (AUST) PTY LIMITED** (ACN 104 935 453) has adopted privacy principles consistent with the principles set out in the Privacy Act 1988 and the Privacy Amendment (Private Sector) Act 2000 (“the Acts”) concerning the protection of personal information collected by it in relation to its customers (“you”).

When you provide information some of this may be of a personal nature. However, that Information is treated by us as strictly confidential and is utilized only for the purposes for which you have provided it.

The Information we obtain is necessary for us to fulfill your requirements with respect to the services we offer.

Of necessity some of your personal information will be available to our officers and employees. We also have to disclose your personal information if we are required to do so by law.

If you want to be removed from our data base we will do so immediately upon receipt of a written request from you to that effect addressed to our Privacy Officer at the address specified in our Privacy Policy below but in that event we will no longer be able to provide you with any services.

## **PRIVACY POLICY (OCTOBER 2007)**

**JEWELLERY JUNCTION (AUST) PTY LIMITED’s** privacy policy is to protect the privacy of your personal information, to uphold the privacy principles contained in the Acts and to comply with the Acts.

In view of the services that we offer it is not possible for us to give you the opportunity of not identifying yourself or not providing personal information but we will use all reasonable endeavours to ensure that your privacy and personal information are protected to the greatest extent possible in the circumstances.

The personal information we collect from you will be only that which we lawfully require to provide you with the information and services you have requested and it will only be utilized by us for the purpose for which you provided it.

At your request we will inform you which of your personal information we hold and you can inspect it personally or ask us to provide a copy. If you demonstrate to us that any of the information is wrong and give us the correct information, we will correct it.

We will destroy all records of your personal information at your request and in any event if we have not had any contact with you for seven years.

If at any time you have any problems regarding your privacy, please contact our Privacy Officer as per the details below. You are at all times entitled to refer any complaints to the Federal Privacy Commissioner.

Privacy Officer  
Mr Derek Fivelman  
Jewellery Junction (Aust) Pty Limited  
P O Box 640  
BONDI JUNCTION NSW 1355

Email address: [sales@jewelleryjunction.com](mailto:sales@jewelleryjunction.com)

Further information on privacy in Australia is available on the web site <http://www.privacy.gov.au/>