

# MBI Australia

MBI Australia Pty Ltd  
Unit 5, 38-40 Whyalla Pl  
PRESTONS,  
NSW 2170  
PH: 02 9825 0333  
FAX: 02 9825 0366

A.C.N. 088 496 637

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## CONFIDENTIAL ACCOUNT APPLICATION

Sole Trader   Partnership   Pty. Limited   Limited Company

APPLICANT:

TRADING NAME:

COMPANY A.B.N NUMBER:

POSTAL ADDRESS:

DELIVERY ADDRESS:

TELEPHONE:

FAX:

APPLICANTS BANK:

ACCOUNT NAME:

ACCOUNT NUMBER:

NAME AND ADDRESS OF ACCOUNTANT:

NATURE OF BUSINESS:

ACCOUNTS PAYABLE CONTACT:

DATE OF INCORPORATION OR DATE BUSINESS COMMENCED:

PREVIOUS BUSINESS NAME IF CHANGED IN LAST TWO YEARS:

DOES THE COMPANY OPERATE IN ASSOCIATION WITH ANY TRUST FUNDS:

IF YES, PLEASE STATE THE NAME OF THE TRUST:

WOULD YOU KINDLY FORWARD A COPY OF THE EXECUTED TRUST DEED SO THAT THIS CAN BE MADE AVAILABLE FOR PERUSAL BY OUR SOLICITORS:

BUSINESS PREMISES, ARE THEY OWNED BY YOU OR AN ASSOCIATED COMPANY: YES / NO

IF SO, PLEASE PROVIDE NAME OF OWNERS:

***IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK  
INDEPENDENT ADVICE***

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**NAME:**

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PHONE NUMBER: FAX NUMBER:

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CONTACT: CREDIT LIMIT: TERMS:

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**NAME:**

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PHONE NUMBER: FAX NUMBER:

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CONTACT: CREDIT LIMIT: TERMS:

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**NAME:**

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PHONE NUMBER: FAX NUMBER:

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CONTACT: CREDIT LIMIT: TERMS:

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**DIRECTORS/SHAREHOLDERS/PARTNERS/SOLE TRADERS:**

(Please provide all details as requested below)

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**FULL NAME:**

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PRIVATE ADDRESS:

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PRIVATE PHONE NUMBER: DRIVERS LICENCE: D.O.B:

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**FULL NAME:**

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PRIVATE ADDRESS:

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PRIVATE PHONE NUMBER: DRIVERS LICENCE: D.O.B:

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**FULL NAME:**

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PRIVATE ADDRESS:

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PRIVATE PHONE NUMBER: DRIVERS LICENCE: D.O.B:

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**Supply on credit**

a) Applications to open a credit account must be completed on an official MBI (Australia) Pty. Ltd (herein after called MBI Australia) application form before supply will be considered.

b) Terms and conditions on which a credit account may be granted and operated are subject to change without notice.

c) Payment of credit accounts must be received within the agreed credit terms, if so granted by MBI Australia.

d) MBI Australia reserves the right to take the following action against any customer outside its credit terms:

- (i) Withhold supply and dispose of stock orders held;
- (ii) Institute legal action for the recovery of outstanding costs incurred;
- (iii) Terminate credit facilities;

and MBI Australia shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.

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**Payment**

The purchaser shall pay for the goods, or if delivery is by partial shipments, for each shipment of the goods, delivered within such period as has previously been agreed between MBI Australia and the purchaser, or if there is no such agreement, immediately upon delivery. Time shall be of the essence in this respect. If the purchaser fails to make due payment for any one or more part shipments MBI Australia may elect to treat such failure as discharging it from the further performance of the agreement arising out of its acceptance of the purchaser's order and entitling it to recover damages for the purchaser's breach. MBI Computers may, at its option, charge and recover interest on all overdue payments, calculated from the date the payment became due until the date of settlement, at that rate of 4.9% per month.

**Reservation of title**

- a) Until the whole of the purchase price payable in respect of the goods, together with any Interest payable pursuant to above "Payments" clause and any other agreed charges, have been received by MBI Australia, it shall retain all legal and equitable rights of ownership in the goods.
- b) Pending payment as aforesaid, the purchaser shall:
- (i) store and protect the goods in unbroken packs in accordance with the best practices for the storage and preservation of goods of that kind prevailing from time to time and so as to identify them as the property of MBI Australia.
  - (ii) store the goods separately and apart from its own products and those of any other person or company.
  - (iii) hold the goods as bailee on behalf of MBI Australia.
  - (iv) insure the goods at the purchaser's cost and expense, in the name of MBI Australia against all loss and damage however caused.
- c) Notwithstanding the provisions of the two preceding clauses, the customer may sell the goods to a third party in the course of business and deliver them to that third party provided that where the customer is paid by the third party, and MBI Australia has not been paid by the customer the goods pursuant to this agreement or any other terms of payment in force between the parties, the customer holds the whole of the proceeds of sale on trust for, MBI Australia.
- d) The parties agree that these provisions apply notwithstanding any agreement, whether subject to this agreement or not, between the parties under which MBI Australia gives the customer credit.

**Prices**

- a) Prices are subject to change without notice and goods will be invoiced at the price ruling at the date of dispatch or order date at the discretion of MBI Australia.
- b) Any references to retail prices are recommendations only and there is no obligation to comply with any recommended prices.

**Claims**

Return of stock will not be accepted without prior authorisation of all claims, including requests for proof of Delivery and statements of Short Supply and will only be considered by MBI Australia if received in writing within 14 days from the date of invoice.

- a) Return of first quality stock ( oversupply, incorrect goods);  
Stock must be in original packaging, in good order and condition and be accompanied by documentation showing:
- (i) Customer name, address and account number
  - (ii) Invoice number.
  - (iii) Reason for return and authorisation of MBI Australia RMA number. (Refer RMA policy document).
- b) Return of faulty stock;
- (I) Any claims for faulty stock must be fully documented
  - (ii) All items will be subject to inspection before credit can be considered, and accordingly acceptance of the goods by MBI Australia or its agents shall not constitute acceptance for credit.
- c) Price discrepancies;  
In the case where a customer feels that an incorrect charge has been levied for goods, the customer will submit payment as specified by MBI Australia and notify MBI Australia in writing of the discrepancy.
- d) Standard stock items will be accepted back for credit only if prior arrangements are made within 7 days of delivery and we reserve the right to impose a restocking fee.
- e) Under no circumstance will indent or non-standard stock items be accepted back for credit.

**Deliveries**

Every endeavor will be made to complete orders within the time specified but no liability can be accepted in cases of early or late delivery. Transit damage is not our liability where freight insurance has not been taken out.

**Risk**

The responsibility for the loss of or damage to the goods shall pass to the purchaser upon collection of the goods by the Purchaser or its agent or the delivery of the goods to the purchaser or its agent or to a destination nominated by the Purchaser. The Purchaser shall obtain all risk insurance to cover any goods in its possession, which remain the property of MBI Australia.

MBI Australia shall not be liable for any damage arising out of or in connection with, special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such a breach unless such liability is imposed on MBI Australia by the Act.

**Sales Tax**

Unless quoted in our offer, Sales Tax has not been included and if applicable would be extra to your account. Sales Tax exempt orders will not be delivered unless a hard copy Purchase Order with signed Sales Tax Exemption Clause has been received by MBI Australia. The purchaser is liable to pay any sales tax ultimately held to be payable where it has incorrectly furnished a Certificate of Conditional Exemption or written quotation of the Sales Tax Certificate number in such that it doesn't comply to the sales tax regulations as stipulated by the Government and particular to the requirements of compliance of Part 7A Computer goods

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**Clerical errors**

Clerical errors are subject to correction without notification.

**Variation**

These trading terms are subject to change without notice.

**Acceptance**

All orders are subject to acceptance by MBI Australia.

**Indemnity**

The purchaser indemnifies MBI Australia against any claim for damage arising from the entry of its delivery vehicles onto the property nominated for the delivery of the goods.

**Severance**

In the event that it is held that one or more of these terms are not enforceable, the remaining terms shall apply between the Purchaser and MBI Australia

**Termination**

MBI Australia agreement to continue to deliver or sell shall always be conditional upon it being satisfied of the Purchaser's ability to pay and comply with these conditions. If MBI Australia ceases to be so satisfied it may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost arising therefrom and all monies then outstanding by the Purchaser shall immediately become due and payable and recoverable.

**By signing this form:**

You give permission to MBI Australia, under the privacy Act 1988 sections 18K(1)(b) and (h), to get credit reports containing personal credit information about you, from credit reporting agencies. MBI Australia may use these reports to assess this credit application, and in relation to collecting overdue payments.

You give MBI Australia permission to make commercial credit inquiries about you. You give MBI Australia permission to contact the trade references named on this form.

You give permission to MBI Australia, under the Privacy Act 1988 section 18N(1)(b), to give or get information about your credit arrangements from a credit provider named in this application form or named in any credit report issued by a credit reporting agency. The information may be used to assess an application by you for credit; to notify other credit providers of a default by you; to exchange information with other credit providers as to the status of this credit facility where you are in default with other credit providers or to assess your credit worthiness.

You give permission to MBI Australia under the Privacy Act 1988 18K(1)(c), to get from a credit reporting agency, a credit report containing personal information about you to assess whether to accept you as a guarantor for credit applied for, or provided to, the applicant named in this application for commercial credit.

You acknowledge that MBI Australia may disclose to a credit reporting agency personal information about your credit application.

**IMPORTANT**

The Buyer acknowledges having read the above conditions and agrees that any credit granted on this application is on the conditions of credit set out above and any purchases made whether on credit or otherwise are made on the Terms and Conditions of Sale.

**UNDERTAKING AND GUARANTEE OF DIRECTORS OF A PROPRIETARY COMPANY**

Definitions:            Seller:    MBI Australia  
                         Buyer:    "Applicant" as stated on page one of this account Application

We the undersigned Directors of the Buying Organisation do hereby jointly and severally agree that in consideration of the Seller having at my/our request agreed to supply and/or continue to supply to the Applicant goods from time to time jointly and severally:-

1. Guarantee to the seller to pay the debt of the Buyer for all goods and/or services which the seller may have supplied or may hereafter supply from time to time at the Buyer's request and notwithstanding that I/we shall not have notice of any such request or neglect or omission on the Buyer's part you pay for such goods and/or services according to your Terms and Conditions.
2. This Guarantee shall be a continuing guarantee for the whole of the Buyer's indebtedness or liability to the Seller in respect of goods and/or services supplied or to be supplied to the Buyer.
3. To further secure all monies hereby guarantee to be paid by me/us as Guarantee to the Seller, all right title estate and interest which I/we now have or may hereafter acquire during the currency of this Guarantee in any freehold or leasehold property shall be the force of the execution of this Guarantee stand charged by me/us (as beneficial owners' s of the said property) with the payment of the monies hereby Guaranteed. I/we hereby irrevocably nominate, constitute and appoint any Director of the Seller and/or any Solicitor representing the Seller from time to time as my/our true and lawful Attorney to sign on my behalf a form of consent to the lodgment of any caveat by you under this provision and to do any other act or deed on my/our behalf in order that such caveat is registered and does not lapse.

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4. To pay any costs incurred by the Seller (on a solicitors and own client basis) and fees on registration and withdrawal of any Caveat or incurred by the Seller in the recovery or attempted recovery of any monies under this Guarantee.

5. This Guarantee shall be revocable at any time as to future transactions by notice in writing delivered to the Seller at its registered office and acknowledged by the Seller in writing or in the case of death by my/our personal representative delivered in the manner and not otherwise.

6. This Guarantee is effective notwithstanding that the Guarantors are not or may not in the future be the only directors of the Buying Organisation.

