



Alpha Vital T/As Alpha First Aid & Alpha Sport
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Application for Credit Account

(Please ensure all relevant questions are answered fully)

I/We make application for a credit account and provide the following information for this purpose.

Application Details

Trading Name: _____

Registration Date (of Trading Name): _____

ABN: _____ ACN: _____

Full Company Name (The Applicant): _____

Registered Business Address: _____

_____ Postcode: _____

Postal Address: _____

_____ Postcode: _____

Delivery Address: _____

_____ Postcode: _____

Phone: _____ Fax: _____

Email: _____

Style of Business (please tick)

Proprietary Limited Company

Partnership

Trustee of Trust

Public Company

Sole Trader

Incorporated Body

Government Dept/Agency

Business Details

Type of Business: _____ Years Applicant in this Business: _____

Purchasing

Contact Name: _____ Contact Number: _____

Email: _____

Estimated Monthly Purchase Value: _____

Accounts Payable

Contact Name: _____ Contact Number: _____

Email: _____

Email for Statements (if different): _____

Email for Invoices (if different): _____

A copy of invoices with statements required? _____

Email addresses requiring online access (separate multiple emails with a comma):

It is acknowledged by the authorising officer that the terms and conditions of application for credit account and invoice terms and conditions have been read and understood by the signatory/signatories appearing below.

It is acknowledged that a credit check will be performed by Alpha Vital as part of the credit application process.

I/We also certify that I/we am/are authorised to sign this application on behalf of the applicant.

Print Name of Authorising Officer: _____

Signature of Authorising Officer: _____

Position: _____ Date: _____

Office use only

Customer Code	Credit Limit	Warehouse	Sales Rep
Territory	Customer Type	Industry	Source
Notes			

Terms & Conditions of Application for Credit Account

1. The applicant hereby applies to Alpha Vital Pty Ltd trading as (“Alpha First Aid and Alpha Sport”) for a credit account.
2. Should this application be accepted by Alpha Vital Pty Ltd, the applicant agrees that the credit account shall be subject to the terms of this application and the usual terms of trade, a copy of which is contained herein.

For purposes of this application I/We acknowledge and agree:

3. Alpha Vital Pty Ltd may seek consumer credit information Section 18K (1) (b) and (h), Privacy Act 1988 and trade references Section 18N (1) (b), Privacy Act 1988. If Alpha Vital Pty Ltd considers it relevant to assessing my/our application for commercial credit I/we agree to Alpha Vital Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Alpha Vital Pty Ltd.
4. Alpha Vital Pty Ltd may use information gained:
 - (a) to assess this application
 - (b) to assess our credit worthiness
 - (c) to notify credit providers of a default by me/us
 - (d) to exchange information with other credit providers as to the status of the account when default has been made.Alpha Vital Pty Ltd may give to and seek from any credit providers named in this credit application information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to give to or receive from each other under the Privacy Act.
5. The agreement shall be effective for the duration of any credit transactions should the application be approved.
6. The terms of trade as detailed on page 3 “Invoice Terms and Conditions” shall apply to each and every transaction.
7. Any changes in business structure or trading name shall be advised within seven (7) days of such change. Any other changes such as address etc should be advised promptly.
8. The Guarantees of all Partners/Directors (where applicable) as attached shall form part of this application.

I/We understand and agree to abide by your Terms of Trade (30 Days) which state that invoices are due and payable 30 days from invoice date.

I/We confirm that the information supplied is true and correct.

The applicant shall notify Alpha Vital Pty Ltd of the sale of the business operated by the applicant and agrees that it shall continue to be liable to Alpha Vital Pty Ltd for any sums outstanding on the account opened on behalf of the applicant until:

- (a) written notice is received from the applicant that it has changed the constitution or structure or the sale of the business.
- (b) the account has been closed and full payment has been received.

All transactions with Alpha Vital Pty Ltd will be on the Terms and Conditions set out in the Terms and Conditions of “Invoice Terms and Conditions” a copy of which is attached.

Invoice Terms & Conditions

1. TERMS

- (a) Thirty (30) days from invoice date.
- (b) Failure to comply with terms of payment will constitute a breach of contract and Alpha Vital Pty Ltd may treat the whole contract repudiated and act accordingly
- (c) Alpha Vital Pty Ltd may refuse to supply or deliver further products to the consumer pursuant to a quotation or otherwise until such time as the customer has remedied any default.
- (d) Interest may be charged on any amount overdue at the rate charged from time to time by Alpha Vital Pty Ltd bankers at its base lending rate on overdrafts for such amount.

2. PRICE

- (a) All prices quoted are ex warehouse – delivery, packaging, freight, insurance etc, are extra.
- (b) All prices quoted are current at the date of quotation but are subject to change without notice.
- (c) All prices quoted are subject to GST to be paid by the customer unless appropriate certification is supplied to Alpha Vital Pty Ltd by the customer prior to invoicing of goods.

3. DELIVERY

- (a) Any times or dates quoted for dispatch or delivery, following our acceptance of your order are based on receipt by us of full and final instructions enabling us to proceed uninterruptedly with the work. Alpha Vital Pty Ltd cannot accept responsibility for any delays due to causes outside of its control and while delivery time is estimated as accurately as possible, it cannot be guaranteed nor is any such estimation of essence to be a condition of the contract.
- (b) No responsibility for loss, damage or delay from any cause outside the company's control is accepted by Alpha Vital Pty Ltd and the customer is not entitled to any compensation of any nature for such loss, damage or delay.
- (c) All goods are at the customer's risk during transit and Alpha Vital Pty Ltd's liability for the goods ceases on delivery to any authorised third party carriers, agents or representatives of the customer.
- (d) Visible damage to goods must be reported to Alpha Vital Pty Ltd within twenty four (24) hours of receipt of the goods.

4. RETURN OF GOODS

Credits may be allowed at Alpha Vital Pty Ltd's discretion only upon the following conditions:

- (a) Credit will not be considered unless goods are returned in good condition.
- (b) The original invoice number and date must be quoted.
- (c) A full credit (less freight charges) may be available only if as well as the above conditions being met, the goods are returned to our store within thirty (30) days of the date of full supply.
- (d) Alpha Vital Pty Ltd reserves the right to deduct a re-stocking fee from any credit.

5. TITLE OF GOODS

As long as the customer owes Alpha Vital Pty Ltd any part of the price of goods supplied at any time, the company shall retain the legal title in all goods supplied and not yet used or resold. When such goods are used, even with loss of identity the legal title to the resultant product shall vest in the proceeds to be kept in a separate account or to be accounted for to the company on demand.

If goods are in the possession of a customer to which the title has not passed, the customer is under obligation to retain them in good and merchantable condition until either paid for or collected and to allow Alpha Vital Pty Ltd and/or its servants or agents on the premises where they are stored for the purpose of collecting the goods.

6. WARRANTY

Alpha Vital Pty Ltd warrants that goods manufactured or produced for it are free from defects. Alpha Vital Pty Ltd shall use its best endeavours, whenever possible, to pass to the customer the benefit of warranties given by the supplier or manufacturer of goods not manufactured or produced by Alpha Vital Pty Ltd.

7. LIMIT OF LIABILITY

- (a) Any stipulations, terms or conditions contained in the customer's order form which conflict with any of the terms and conditions hereof, are not accepted by Alpha Vital Pty Ltd and will be deemed to be inapplicable to any order placed with Alpha Vital Pty Ltd unless agreed upon in writing by Alpha Vital Pty Ltd's products.
- (b) Subject to any conditions or warranties mandatorily implied by law and to any conditions and warranties contained herein, all conditions, warranties and representations on the part of Alpha Vital Pty Ltd whether express or implied, are here by expressly negated and excluded.
- (c) Alpha Vital Pty Ltd shall be under no liability to a customer for any loss or damage to any person or property of for death or injury caused by an act or omission (including negligent acts or omissions) of Alpha Vital Pty Ltd, its servants or agents.
- (d) Subject to the qualifications contained in Section 68(A) or the Trade Practices Act 1974, should Alpha Vital Pty Ltd be liable for breach of a condition or warranty, mandatorily implied by law, its liability for such breach shall be limited to one of the following as determined by Alpha Vital Pty Ltd in the case of supply of goods namely,
 - (i) the replacement cost of the goods;
 - (ii) the supply of equivalent goods;
 - (iii) the repair of the goods;
 - (iv) the payment of the cost of replacing the goods acquiring equivalent goods;
 - (v) the payment of the cost of having the goods repaired.

In the case of supply of services its liability shall be limited to Alpha Vital Pty Ltd (at its option) either:

- (i) supply of the service again; or
- (ii) payment to the customer of the cost of resupplying the services. Except as hereinbefore stated Alpha Vital Pty Ltd's liability in respect of all claims under this contract shall be limited to the value of the portion or item of the goods or services which is not in accordance with this contract. Alpha Vital Pty Ltd may completely discharge its liability to the customer by replacing such portion or item, and shall not be liable for any consequential loss.
- (e) Subject to any legislation or express agreement to the contrary, the customer acknowledges that it does not rely on the skill and judgement of Alpha Vital Pty Ltd its servants or agents in determining whether the goods to be supplied are fit for any particular purpose and the customer further acknowledges that any advice furnished by Alpha Vital Pty Ltd with respect to the use of goods is given on the basis that the company assumes no obligation of liability for advice given or results obtained, all such advice being given and accepted by the customer at the customer's risk.
- (f) The customer has responsibility for ensuring that the goods are not used for any purpose for which they are not suitable.
- (g) Under no circumstances shall Alpha Vital Pty Ltd be liable for any direct or indirect loss (including loss of profit) or damage whether special or consequential however arising except for:-
 - (i) Any loss or damage suffered by the customer as a direct result of a failure by Alpha Vital Pty Ltd to perform such a contract; or
 - (ii) The actual cost incurred by the customer as a direct result of failure by Alpha Vital Pty Ltd to perform such a contract.
- (h) No claim or action shall be maintainable against Alpha Vital Pty Ltd unless it shall first have been notified in writing and furnished with full supporting documentary evidence in relation to the quantum of such claim.

8. ACCEPTANCE

Accepting delivery of goods detailed in the invoice is acceptance by the customer of the above conditions of sale and those contained in the customer's credit application.

9. LAWS

All contracts made hereunder are deemed to be made in Queensland except to the extent that the laws of the Commonwealth of Australia apply, the interpretation thereof and all disputes arising therefrom or connected therewith shall be governed in all respects by the laws of the State of Queensland and all such disputes shall be referred to a court of competent jurisdiction in the said State unless the parties agree otherwise in writing.