

**BUCHANANS GROUP PTY LIMITED Trading as Tegral Transport Equipment
ACN 642 102 261**

COMMERCIAL CREDIT ACCOUNT APPLICATION FORM

The 'Customer':

The 'Customer': Trading Name:	<input type="text"/>		
Registered Business Name No:	<input type="text"/>		
(If company) CompanyName:	<input type="text"/>	ABN:	<input type="text"/>
		ACN:	<input type="text"/>
(If subsidiary of company, name of ultimate holding company) CompanyName:	<input type="text"/>	ABN:	<input type="text"/>
If Customer is the trustee of a trust, please provide name of trust and ABN of trust	<input type="text"/>	ABN:	<input type="text"/>
Business Address:	<input type="text"/>	Postcode:	<input type="text"/>
Telephone:	<input type="text"/>	Email:	<input type="text"/>
Postal Address:	<input type="text"/>	Postcode:	<input type="text"/>
Accounts Payable Name:	<input type="text"/>	Acc Payable Ph:	<input type="text"/>
Accounts Payable Email: (Invoices to be sent to):	<input type="text"/>		
Bank:	<input type="text"/>		
Branch name and BSB No:	<input type="text"/>	Account No:	<input type="text"/>
Required Monthly Spend with Buchanans Group Pty Limited: \$	<input type="text"/>		

Trade References (not older than 12 months)

1. <input type="text"/>	Contact: <input type="text"/>	Phone: <input type="text"/>
2. <input type="text"/>	Contact: <input type="text"/>	Phone: <input type="text"/>
3. <input type="text"/>	Contact: <input type="text"/>	Phone: <input type="text"/>

(If a company, fill in names etc. of the directors of the Customer)
(If a sole trader or partnership, fill in names etc of sole trader/partners)
(If another type of entity, fill in names of authorised officers)

Name:	<input type="text"/>	Drivers Licence No:	<input type="text"/>
Private Address:	<input type="text"/>		
Telephone:	<input type="text"/>	Email address:	<input type="text"/>

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Private Address:	<input type="text"/>		
Telephone:	<input type="text"/>	Email address:	<input type="text"/>

If more than 3 directors/partners/owners, please write further details in notes section below:

<input type="text"/>

Acknowledgements and Declarations

TEGRAL TRANSPORT EQUIPMENT IS A REGISTERED BUSINESS NAME OF BUCHANANS GROUP PTY LTD

1. The Customer makes an application for credit account for commercial credit with Buchanans Group Pty Limited (**Tegral**) and agrees to pay all amounts due to Tegral from time to time promptly and in accordance with its standard trading terms and conditions ("**Terms**").
2. The Customer warrants to Tegral the accuracy of the information provided in this form. The Customer acknowledges that Tegral will rely on the truth and accuracy of the information provided by the Customer herein in considering the Customer's credit application. In addition to any other remedies that may be available to Tegral, the Customer's credit sale account may be suspended or terminated, and all amounts outstanding will become immediately repayable in the event the particulars provided by the Customer in this application are inaccurate or misleading in any significant respect.
3. The Customer agrees to allow Tegral to obtain information on the Customer's Credit standing from whatever source Tegral deems appropriate, including any credit reference or reporting body.
4. The Customer acknowledges that all 'personal information' (as defined in the Privacy Act 1988 (Cth) collected by Tegral from Customer will be stored and used in accordance with Tegral's Privacy Policy, a copy of which can be viewed at: <https://www.tegral.com.au/privacy-policy/>
5. The Customer agrees that Tegral's Terms, as attached with this Form, will govern all transactions between Tegral and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by Tegral. The Customer agrees:
 - (a) it has been provided with a copy of Tegral's Terms.
 - (b) it has had the opportunity to read the Terms; and
 - (c) to be bound by the Terms set out in the document attached with this Credit Application Form as amended from time to time by Tegral.
6. The Customer authorises Tegral to provide its opinion with respect to the Customer's credit standing with Tegral to further credit providers of the Customer, if requested by Customer or such further credit provider.
7. I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

For and on behalf of the Customer:

Signature:

Print Name:

Position

Date:

 / /

BUCHANAN – TERMS AND CONDITIONS OF TRADE

1. (i) BUCHANANS shall mean BUCHANANS GROUP ABN 50 682 507 308 and its successors and assigns;
(ii) 'The Customer' shall include any person acting on behalf of and with the authority of the Customer;
(iii) 'Goods' shall mean goods products and services supplied by BUCHANANS to the Customer;
(iv) 'Price' shall mean the cost of the goods as detailed by BUCHANANS to the Customer by quotation as provided from time to time by BUCHANANS subject to any particular trading terms as shall be confirmed by BUCHANANS to the Customer.
2. All Goods supplied by BUCHANANS are supplied on these terms and conditions and any instructions received by BUCHANANS from the Customer and/or the Customer's acceptance of Goods supplied by BUCHANANS shall constitute acceptance of these terms and conditions.
3. No order shall be binding on BUCHANANS until accepted by BUCHANANS and on such acceptance a contract shall be formed for the supply of Goods on these terms and conditions. A contract once formed may not be cancelled or varied without the consent of BUCHANANS.
4. BUCHANANS may refuse to accept any order in whole or in part, and may elect to fulfil an order in one delivery or two or more part deliveries.
5. Payment for the Goods shall be made in full by the Customer upon delivery or acceptance of the Goods except where the Customer has requested credit in such form as BUCHANANS shall require and BUCHANANS has granted such request in which case the Customer shall make payment in full within the time extended by BUCHANANS. BUCHANANS may charge interest on any overdue amounts and may withdraw any credit approval upon notice to the Customer.
6. ROMALPA CLAUSE: Ownership in the Goods does not pass to the Customer until the Customer has discharged all outstanding indebtedness whether in respect of the Goods or otherwise. The Customer shall accept the risk in the Goods upon receipt of the Goods. Pending payment for the Goods the Customer shall provide suitable care and storage of the Goods.
7. Any suggested or requested date of delivery shall be accepted by BUCHANANS by way of estimate only and BUCHANANS shall not be liable for any costs or damages which may result from or be claimed in respect of delivery of the Goods at some other date.
8. The Customer acknowledges that he relies on his own skill and judgment in respect of the suitability of the Goods for the purposes of the Customer. The Customer acknowledges that the Goods are manufactured for specific purposes and agree to read and be bound by all product safety instructions and warnings issued by BUCHANANS in relation to any Goods sold to the Customer. The Customer further agrees to disseminate any product safety instructions or product warnings to any person to whom the Customer sells the Goods.
9. The Goods shall be deemed to have been delivered in full, correctly and without apparent defect unless the Customer notifies BUCHANANS to the contrary within seven days of delivery. Should there be any shortfall or error in delivery or any apparent defect in the Goods, BUCHANANS' responsibility will be fully discharged by delivery of Goods to make up such shortfall or to correct such error or replace any apparently defective Goods.
10. BUCHANANS warrants the quality of the Goods in accordance with its standard Warranty. Except as provided by these terms and conditions or in the standard Warranty, BUCHANANS shall not be under any liability to the Customer in respect of any loss or damage including consequential or indirect loss or damage or loss of profits however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods. In no case shall BUCHANANS' responsibility exceed the invoiced cost of the Goods.
11. Nothing in these terms and conditions is intended to have the effect of contracting out of any applicable provisions of any legislation except to the extent permitted by such legislation. Should any provision of these terms and conditions be invalid, void illegal or unenforceable the remaining provisions shall not be affected prejudiced or impaired and shall remain enforceable.
12. The failure by BUCHANANS to exercise or any delay in exercising any right power or privilege available to BUCHANANS under these Terms and Conditions will not operate as a waiver thereof or preclude any further or other exercise thereof or the exercise of any other right or power.
13. Each contract for the sale of Goods under these terms and conditions shall be deemed to be made in the State of New South Wales and subject to the laws of that State.
14. Neither BUCHANANS nor the Customer shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.