



CREDIT ACCOUNT APPLICATION

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

Introduced through: Website: Sales rep: _____ RBS branch: _____ Other: _____

Full Trading Name: _____ ABN: _____

Company/Legal Name (if different from above): _____

Legal Entity: Sole Trader Partnership Public Company Private Company Trustee Company

Street Address: _____ State: _____ Postcode _____

Postal Address: _____ BILLING State: _____ Postcode _____

Email Address: _____ PREFERENCE Account Contact: _____

Phone No: _____ Fax No: _____ Mobile No: _____

Are Company Directors prepared to sign a personal guarantee and indemnity YES NO

Nature of Business: _____ Number of Employees: _____

Date Established (*current owners*): _____ If less that one (1) year state previous occupation: _____

Estimated Monthly Purchases: \$ _____ Credit Limit Required: \$ _____

Principal Place of Business is: Rented Leased Owned Mortgaged (to whom): _____

Plant and Equipment are: Rented Leased Owned Mortgaged (to whom): _____

Directors / Owners / Trustee (*if more than two, please attach a separate sheet*)

(1) Full Name: _____

Private Address: _____ State: _____ Postcode _____

Phone No: _____ Mobile No: _____

(2) Full Name: _____

Private Address: _____ State: _____ Postcode _____

Phone No: _____ Mobile No: _____

Trade References: (Suppliers dealing with on credit basis)

Name:	Address:	Phone / Fax / Email:
1		
2		
3		
4		

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 Robot Trading Co Pty Ltd T/A Robot Building Supplies 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 therein.

SIGNED (CLIENT): _____ DATE: _____

Name: _____ Position: _____

Robot Building Supplies – Terms & Conditions of Trade

1. Definitions	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 Robot.	14.2	The Client warrants that all designs, specifications or instructions given to Robot will not cause Robot to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Robot against any action taken by a third party against Robot in respect of any such infringement.		
1.1 "Robot" means Robot Trading Co Pty Ltd T/A Robot Building Supplies, its successors and assigns or any person acting on behalf of and with the authority of Robot Trading Co Pty Ltd T/A Robot Building Supplies.		14.3	The Client agrees that Robot may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Robot has created for the Client.		
1.2 "Client" means the persons 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.	8.5 The Client shall be responsible for ensuring that the Goods ordered are suitable for their intended use.				
1.3 "Goods" means all Goods or Services supplied by Robot 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).	9. Access The Client shall ensure that Robot has clear and free access to the work site at all times to enable them to undertake the works. Robot shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Robot.	15.1	Default and Consequences of Default 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 the Client's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		
1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Client and the Client in accordance with clause 6 below.	9.1	15.2	If the Client owes Robot any money the Client shall indemnify Robot from and against all costs and disbursements incurred by Robot in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Robot's contract default fee, and bank dishonour fees).		
1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	9.2	15.3	Further to any other rights or remedies Robot may have under this contract, if a Client has made payment to Robot, 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 Robot under this clause 15 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.		
2. Acceptance	10. Title Robot and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid Robot all amounts owing to Robot; and (b) the Client has met all of its other obligations to Robot.	15.4	Without prejudice to Robot's other remedies at law Robot shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Robot shall, whether or not due for payment, become immediately payable if: (a) any money payable to Robot becomes overdue, or in Robot's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by Robot; (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.		
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.	10.1	16. Cancellation Without prejudice to any other remedies Robot may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Robot may suspend or terminate the supply of Goods to the Client. Robot will not be liable to the Client for any loss or damage the Client suffers because Robot has exercised its rights under this clause.	16.1	Without prejudice to any other remedies Robot may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Robot may suspend or terminate the supply of Goods to the Client. Robot will not be liable to the Client for any loss or damage the Client suffers because Robot has exercised its rights under this clause.	
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 Robot.	10.2	16.2	Robot 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. On giving such notice Robot shall repay to the Client any money paid by the Client for the Goods. Robot shall not be liable for any loss or damage whatsoever arising from such cancellation.		
2.3 Goods are supplied by Robot only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.	10.3	16.3	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 Robot as a direct result of the cancellation (including, but not limited to, any loss of profits).		
2.4 These terms and conditions are meant to be read in conjunction with the Terms and Conditions of Robot's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.	10.4	16.4	Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.		
2.5 Both parties agree for the purposes of this contract and/or any other agreement between Robot and the Client, that Robot at their discretion shall be entitled to set-off any monies due and payable by Robot to the Client (in the form of a contra payment) where Robot is also a customer of the said Client.	10.5	17. Privacy Act 1988 The Client agrees for Robot 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 Robot.	17.1	The Client agrees that Robot may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit (including, but not limited to, any loss of profits); (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.	
3. Online Ordering	10.6	17.2	The Client consents to Robot being given a consumer credit report to collect overdue payment on commercial credit.		
3.1 The Client acknowledges and agrees that: (a) Robot does not guarantee the websites performance or availability of any of its Goods; and (b) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (c) there are inherent hazards in electronic distribution and as such Robot cannot warrant against delays or errors in transmitting data between the Client and Robot including orders, and you agree that to the maximum extent permitted by law, Robot will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders.	10.7	17.3	The Client agrees that personal credit information provided may be used and retained by Robot for the following purposes (and for other agreed purposes or required by): (a) obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.		
3.2 Robot reserves the right to terminate your order if it learns that you have provided false or misleading information, interfered with other users or the administration of Robot's Services, or violated these terms and conditions.	10.8	17.4	The information given to the CRB may include: (a) personal information as outlined in 17.1 above; (b) name of the credit provider and that Robot is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice or request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Robot has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of legal proceedings).		
4. Electronic Transactions (Victoria) Act 2000	10.9	17.5	(g) information that, in the opinion of Robot, the Client has committed a serious credit infringement; (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		
4.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	10.10	17.6	The Client shall have the right to request (by e-mail) from Robot: (a) a copy of the information about the Client retained by Robot and the right to request that Robot correct any of the information if it is inaccurate; (b) that Robot does not disclose any personal information about the Client for the purpose of direct marketing.		
5. Change in Control	10.11	17.7	Robot will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or it is required to be maintained and/or stored in accordance with the law.		
5.1 The Client shall give Robot 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 number), or business practice. The Client shall be liable for any loss incurred by Robot as a result of the Client's failure to comply with this clause.	10.12	17.8	The Client can make a privacy complaint by contacting Robot via e-mail. Robot will respond to the Client within seven (7) days of receipt of the complaint and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .		
6. Price and Payment	10.13	17.9	Service of Notices 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; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's email address.		
6.1 At Robot's discretion, the Price shall be either: (a) as indicated on any invoice provided by Robot to the Client; or (b) the Price as at the date of Delivery of the Goods according to Robot's current price list; or (c) Robot's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.14	18.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.		
6.2 Robot reserves the right to change the Price if a variation to Robot's quotation is requested. Any variation to the Price shall be subject to the Client's agreement. The Client shall be liable for any variation as a result of additional Services required due to unforeseen circumstances such as limitations to accessing the site for Delivery, no appropriate lifting/unloading equipment available at the site, safety considerations, or as a result of any increase to Robot in the cost of materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) and labour) will be charged for on the basis of Robot's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation or change of Price by Robot within ten (10) working days. Failure to do so will entitle Robot to alter the cost of the variation to the Price. Payment for all variations must be made in full at their time of completion.	10.15	19. General The failure by either party to enforce any provision of these terms and conditions shall not be taken as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. 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.	19.1	These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria in which Robot has its principal place of business, and are subject to the jurisdiction of the courts in Melbourne, Victoria.	
6.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Robot and it has been approved with a credit limit established for the account. In the event that the supply of Goods request exceeds the Client's credit limit and/or the account exceeds the payment terms, Robot reserves the right to refuse Delivery. At Robot's sole discretion, a non-refundable deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date determined by Robot, which may be: (a) on Delivery of the Goods; (b) before Delivery of the Goods; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is thirty (30) days following the end of the month in which any invoice given to the Client by Robot.	10.16	19.2	Subject to clause 13, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 13.1; and (b) Robot has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.		
6.4 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and Robot.	10.17	19.3	Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, Robot shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) 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; (d) the Client failing to follow any instructions or guidelines provided by Robot; (e) fair wear and tear, any accident, or act of God.		
6.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Robot nor to withhold payment of any invoice because part of that invoice is in dispute.	10.18	19.4	Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.		
6.6 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Robot an amount equal to any GST Robot must pay for any supply by Robot under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. Receipt by Robot of any payment other than payment by credit card shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Robot's ownership or rights in respect of the Goods shall continue.	10.19	19.5	Subject to clause 13, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.		
7. Delivery of Goods	10.20	19.6	Intellectual Property Where Robot has designed, drawn or developed Goods for the Client, then the copyright in any design or drawings or documents that remain the property of Robot. Under no circumstances may such designs, drawings and documents be used without the express written approval of Robot.	19.6	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.
7.1 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 Robot's address or Robot's nominated carrier; or (b) Robot (or Robot's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	10.21	19.7	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.	19.7	
7.2 At Robot's sole discretion, the cost of Delivery is in addition to the Price.	10.22				
7.3 Robot may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	10.23				
7.4 Any time specified by Robot for Delivery of the Goods is an estimate only. Robot will not be liable for delay in Delivery of the Goods by instances by Robot is sufficient evidence of a cause that is beyond Robot's control (including but not limited to availability of unloading equipment or an event subject to clause 19.6). The Client shall not be relieved from any obligation to accept or pay for Goods by reason of delay or Delivery by instalment. In no event shall Robot be responsible for any loss of profits, penalties, disruptions, expenditure and/or damages incurred and/or sustained by the Client due to directly or indirectly by any delay in or the instalment Delivery of the Goods. At Robot's discretion they shall be entitled to charge the Client for any delay in or the instalment Delivery of the Goods.	10.24				
7.5 Notwithstanding clause 7.4 and where Goods are delivered to an unattended site as per clause 8.3, the Client accepts and acknowledges that Robot's driver shall effect Delivery as close to the site as possible. Robot shall therefore reserve the right to dismiss any claim made under clause 13.1 in relation to damage to the Goods or shortages where the Client chooses not to effect immediate inspection.	10.25				
7.6 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.	10.26				
8. Risk	10.27				
8.1 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.	10.28				
8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Robot is entitled to receive all insurance proceeds payable for the Goods. The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Robot's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The	10.29				
8.3 If the Client requests Robot to leave Goods outside Robot's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk and such risk shall include, but not be limited to, damage resulting from offloading unless due to negligence of Robot, or shortages of quantity in part or full.	10.30				
8.4 The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Robot's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The	10.31				

Please note that a larger print version of these terms and conditions is available from Robot on request.