



ALLPET[®]
Care is our pet concern

**Trading Account
Application**
AUSTRALIA

Requested Terms:

- ☐ Cash on Delivery (COD)
☐ 30 days EOM*

*conditions apply

Please email to accounts@allpet.com.au

Company, Partnership or Sole Trader Name ('Applicant')	ABN
Business Trading Name	ACN
Registered Office (if applicable)	Anticipated Monthly Spend
Business Trading Address	
State: Postcode:	

Accounts Contact (Invoices & Statements)

Contact Name
Telephone
Fax
Email
Postal Address (if different from trading address)
State: Postcode:

Business Contact (Sales & Online Ordering)

Contact Name
Telephone
Email
Type of Legal Entity (please tick)
<input type="checkbox"/> Sole Trader
<input type="checkbox"/> Partnership
<input type="checkbox"/> Company
<input type="checkbox"/> Trust
If a Trust, please state Name of Trustee

Date business started	Current major pet suppliers

Name of Directors/Officers/Individual Proprietor or Trustee		
Full Name	Residential Address	D.O.B.

Current Trading References (no banks or finance companies)			
Company Name		Phone	Date Commenced Trading
1.			
2.			

What key brands are you interested in purchasing?	Business Type (please tick)	
	<input type="checkbox"/>	Retail Pet Shop
	<input type="checkbox"/>	Groomer
	<input type="checkbox"/>	Vet Clinic
Social Media Links:	<input type="checkbox"/>	Online Seller (Dedicated online store only, Facebook, Instagram etc not accepted)
	<input type="checkbox"/>	Other (please specify)

Delivery Details

Delivery Address (if different from trading address), No PO Boxes		
	State:	Postcode:
Special Delivery Instructions (e.g. Hand Unload, Tail lift, Business hours):		

Additional staff members approved to purchase on account (if applicable):	
Name	Telephone

Comments:

I understand a minimum order requirement of \$300 excluding GST must be met on all orders*, plus delivery fee if applicable? **Yes** ☐ **No** ☐

* Orders under our minimum of \$300 excluding GST will not be accepted.

ALLPET® Products - Credit Account Terms & Conditions

IMPORTANT TERMS

In consideration of Allpet Products supplying credit facilities, the Customer irrevocably agrees as follows:

1. Definitions

1.1 "Supplier" shall mean "Kizuri Capital Pty Ltd ATF Jemucada Family Trust, Cricklewood Capital Pty Ltd & Maycorp Pty Ltd ATF Craig Richards Trust T/as Allpet Products (ABN: 37 848 024 405)", its successors and assignees or any person acting on behalf of and with the authority of Kizuri Capital Pty Ltd, Cricklewood Capital Pty Ltd or Maycorp Pty Ltd. 1.2 "Customer" shall mean the applicant described in this Agreement (or any person acting on behalf of and with the authority of the applicant including any Directors, Shareholders or the Trustee of a Trust) or other forms as provided by the Supplier to the Customer.

1.3 "Guarantor" shall mean that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean all Goods supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, or any other forms as provided by the Supplier to the Customer.

1.5 "Price" shall mean the price payable for the Goods as agreed between the Supplier and the Customer in accordance with clause 3 of this contract.

1.6 "Agreement" shall mean this contract and all terms and conditions hereby stated within this document.

2. Acceptance of Agreement

2.1 Any instructions received by the Supplier from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the Agreement

2.2 Where more than one Customer has entered into this Agreement, the Customers shall be jointly and severally liable for all payments of the Price. 2.3 Upon acceptance of these terms and conditions by the Customer, the terms and conditions are binding and can only be amended with the written consent of the Supplier.

2.4 The Customer shall give the Supplier not less than ten (10) business days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

2.5 Goods are supplied by the Supplier only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

2.6 The Customer acknowledges and agrees that the Supplier may send the Customer commercial electronic messages for the purposes of communication, advertising and marketing. The Customer may notify the Supplier by email if they no longer agree to receive these messages.

3. Price

3.1 At the Supplier's sole discretion the Price shall be either as indicated on invoices provided by the Supplier to the Customer in respect of Goods supplied, or the Supplier's current price at the date of delivery of the Goods according to the Supplier's current Price list, or the Supplier's quoted Price (subject to clause 3.2) which shall be binding upon the Supplier provided that the Customer accept the Supplier's quotation in writing within twenty one (21) days.

3.2 The Supplier reserves the right to change the Price in the event of any variation including, but not limited to, fluctuations in the currency exchange rate, fluctuations in Cost of Goods or as a result of increases to the Supplier's operating costs.

3.3 The payment shall be due thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices or emailed to the Customer's email address.

3.4 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery of Goods, Risk and Title

4.1 At the Supplier's sole discretion, delivery of the Goods shall take place when the Customer takes possession of the Goods at the Supplier's business address or the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier).

4.2 At the Supplier's sole discretion the costs of delivery are for the Customer's account, unless otherwise agreed in writing between the Supplier and the Customer

4.3 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

4.4 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.

4.5 The Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Supplier.

4.6 If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

4.7 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods.

4.8 The Supplier and Customer agree that ownership of the Goods shall not pass until the Customer has paid the Supplier all amounts owing for the particular Goods and the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.

4.9 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.

4.10 It is further agreed that: (a) Where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and (b) Until such time as ownership of the Goods shall pass from the Supplier to the Customer, the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and (c) the Customer is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to the Supplier of the Goods, on trust for the Supplier and (d) if the Customer fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods, and the Supplier will not be liable for any reasonable loss or damage suffered as a result of any action by the Supplier under this clause.

5. Payment and Default of Payment

5.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two percent (2%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. The Supplier may charge the said interest as a "Late Payment Fee" on the statement, and the Supplier is under no obligation whatsoever

to send an invoice to the Customer for payment of the said Fee.

5.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by the Supplier from the Supplier's bank and an administration charge of \$20

5.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis, court fees, bailiff fees, court travelling fees and the Supplier's collection agency costs.

5.4 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.

5.5 Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier, whether or not due for payment, become immediately payable in the event that: (a) Any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or (b) The Customer 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 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

6. Personal Property Securities Act 2009 ("PPSA")

6.1 The parties contract out of the provisions of the Personal Property Securities Act 2009 (Cth) (the PPSA) allowed by section 115 to the following extent: (a) an exercise by the Supplier of any right, power or remedy will be taken not to be under a provision mentioned in that section to the extent that the right power or remedy is granted under any other law or statute or this Agreement, unless the Supplier so elects; and (b) any restriction on the exercise by the Supplier of a right, power or remedy or any obligation of the Supplier to give a notice will not apply to the extent that the section so allows. The Customer waives its right to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive. The Customer waives its rights to receive anything from the Supplier under section 275 of the PPSA and agrees that it will not make a request of the Supplier under that section.

6.2 FURTHER ASSURANCES: The Customer consents to the Supplier perfecting its interest in any goods provided by the Supplier to the Applicant by registration under the PPSA and the Customer agrees to do anything reasonably requested by the Supplier to enable it to do so.

7. Security and Charge

7.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have however:

(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met. (b) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own seller basis. (c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 7.1.

8. Defects & Returns

8.1 The Customer shall inspect the Goods on delivery and shall within twenty-four (24) hours of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.

8.2 Returns will only be accepted provided that:

(a) The Customer has complied with the provisions of clause 8.1; and (b) The Supplier has agreed in writing to accept the return of the Goods; and (c) The Goods are returned at the Customer's cost within fourteen (14) days of the delivery date; and (d) The Supplier will not be liable for Goods which have not been stored or used in a proper manner; and (e) The Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

8.3 The Supplier may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of thirty percent (30%) of the value of the returned Goods plus any freight.

8.4 Items deemed to be "clearance" or "defective" at the time of sale and are declared to the Customer at the time of sale, are under no circumstances acceptable for credit or return.

9. Warranty

9.1 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

10. Cancellation of Agreement

10.1 The Supplier may cancel this Agreement or 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 Customer. On giving such notice, the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

10.2 In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

11. Customer's Disclaimer

11.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Supplier or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Supplier, and the Customer acknowledges that the Goods are bought relying solely upon the Customer's assessment.

12. General

12.1 If any provision of this Agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

12.2 This Agreement and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.

12.3 The Supplier shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions.

12.4 In the event of any breach of this contract by the Supplier, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

12.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

12.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

12.7 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Customer of such change.

12.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

12.9 The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

12.10 The Customer hereby warrants that the information supplied herein is true, accurate and correct and is supplied for the purpose of obtaining credit.

13. Privacy Act 1988 (Privacy Act) and Privacy Amendment Act 2012

13.1 The Customer authorises the Supplier to make any enquiries and obtain all information the Supplier considers necessary to verify the financial solvency of the Customer including seeking details about the Customer's credit history, credit worthiness and other related information from: (a) trade referees, providers of credit and financial institutions; (b) mercantile companies; and (c) other relevant parties. The Customer authorises any person approached by the Supplier to provide the Supplier with this information. If in the course of the Suppliers' enquiries or dealings with the Customer, the Supplier wishes to access or collect 'personal information' as defined under the Privacy Act 1988 (Cth) from the Applicant or the other parties mentioned above, this information will be accessed, collected, stored and used for the purposes of enabling the Supplier to decide whether or not to provide credit facilities to the Customer and to assist with the collection of any debt. Without this information the Supplier may not be able to provide credit facilities to the Customer. The Supplier may provide access to or otherwise disclose such personal information to third parties to the extent the Supplier is authorised or required by law to do so. In particular the Supplier may disclose personal information to: (a) credit reference agencies; (b) any party appointed by the Supplier to enforce payment of any debt; (c) the Suppliers' related bodies corporate and/or to third parties in connection with the sale of the Suppliers' receivables; and (d) a third party (if the Supplier has agreed to be a trade referee for the Customer with respect to such third party). The Customer agrees to the collection, use and disclosure of any such personal information by the Supplier in the manner contemplated in this clause. If the Customer is an individual, the Customer has certain rights to access and request the correction of any personal information which the Supplier holds about the Customer.

14. Customers Insolvency Disclosures:

For the purposes of this Application, "Insolvency Event" means:

(a) in relation to a company, that the company has: (i) been insolvent; (ii) had an administrator, controller, liquidator, provisional liquidator, receiver, receiver and manager, mortgagee in possession or other like officer appointed to it or over all or any of its assets; or (iii) experienced any analogous event having a substantially similar effect; and (b) in relation to an individual, that he or she has: (i) been insolvent; (ii) entered into a debt agreement or a personal insolvency agreement; or (iii) committed an act of bankruptcy or been bankrupt.

Has the Applicant experienced an Insolvency Event within the last 5 years? Yes No **X**

Has any director, other officer or manager of the Applicant been concerned in or taken part in the management of a company that has experienced an Insolvency Event within the last 5 years? Yes No **X**

Has any director, other officer or manager of the Applicant experienced an Insolvency Event within the last 5 years, in his or her personal capacity? Yes No **X**

SIGNED for the Customer by its authorised representative:

X

Signature of authorised representative

Print name/title of authorised representative

Date: ____/____/____

GUARANTEE:

We the person(s) who have signed this Guarantee ("the Guarantor") IN CONSIDERATION of the Supplier granting to the Customer the credit facilities do hereby jointly and each of them severally guarantee payment of the Customer's account and all monies now or hereafter owed by the Customer to the Supplier and the due and punctual performance of the Customer's obligations under the Terms and Conditions specified in this Agreement. This Guarantee is a continuing guarantee and irrevocable until the Supplier has been paid all monies owing to it by the Customer.

X
Signature of Guarantor 1

Print name

Date: ____/____/____

X
Signature of Guarantor 2

Print name

Date: ____/____/____