

89 Esmond Road SA 5540.
Tel: (08) 8632 3022 Fax: (08) 8633 0806.
ABN 20 007 941 095.

Application for a 30 day credit facility with MIDSTATE (ABN 20 007 941 095).

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Midstate Nominees Pty Ltd trading as MIDSTATE HOME TIMBER & HARDWARE

Welcome and thank you for shopping at MIDSTATE. We appreciate your business. To apply for a 30 day credit facility, we kindly request that you complete this application form, Date & Sign all pages. Credit is for approved customers only and terms and conditions apply. Please be aware that:

- Payment is *strictly* net **30 days** from receipt of statement. A minimum account balance for an active month is \$15.00.
- Statements are posted to account holders on a monthly basis.
- When you make a purchase using your credit facility, you must sign all paper invoices supplied by your customer service representative, even if you do not wish to take a copy.

SECTION ONE (1) – APPLICANTS PARTICULARS.

Application number: [2012-_____]

1.1	You (the applicant) are... (Tick one)	A company <input type="checkbox"/>	A Partnership <input type="checkbox"/>	An individual <input type="checkbox"/>
1.2	Applicant's full name:	Surname _____	Given Names _____	
1.3	Trading name:	_____		
1.4	Trading address:	Street _____		
	Town/Suburb _____	State/Territory _____	Postcode _____	
1.5	Business phone:	_____	Business fax:	_____
1.6	E-mail address:	_____	Website:	http:// _____
1.7	Home Phone:	_____	Mobile phone:	_____
1.8	Residential address:	Street _____		
	Town/Suburb _____	State/Territory _____	Postcode _____	
1.9	Is the business trading name held in the name of the applicant?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
	If NO, what is your position the business/company?	_____		
1.10	What is your ABN or ACN?	ABN <input type="checkbox"/>	ACN <input type="checkbox"/>	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____
1.11	Business registration number:	_____	Date of registration:	_____
1.12	Nature of your business (briefly):	_____		
1.13	Commencement date of business:	Day _____	Month _____	Year _____
1.14	Applicant's driver's license number?	_____ _____ _____ _____ _____ _____	Desired credit per month::	\$ _____
1.15	Contact person for accounts payable:	Name _____	Telephone: _____	
1.16	SIGNATURE OF APPLICANT.			

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SECTION TWO (2) – CREDIT REFERENCES.

Please provide three (3) credit references. Do not provide personal references.

Simply write the creditors trading name followed by a contact person and a telephone number.

2.1	Reference 1:	Business / Company name:	_____
_____		Contact person:	_____ Telephone: _____
2.2	Reference 2:	Business / Company name:	_____
_____		Contact person:	_____ Telephone: _____
2.3	Reference 3:	Business / Company name:	_____
_____		Contact person:	_____ Telephone: _____

SECTION THREE (3) – OTHER ACCOUNT USERS.

Complete section three if you would like to authorize *other persons* to make transactions on this account.
For more than two persons, please request another section 3 form, from MIDSTATE.

3.1 Other person authorized to use the account.

Full Name: _____

Telephone: _____

Fax: _____ Mobile: _____

Drivers License number:

Residential Address: Street _____

Town/Suburb _____ Postcode _____

Signature of above: _____

Applicant's signature: _____

3.2 Other person authorized to use the account.

Full Name: _____

Telephone: _____

Fax: _____ Mobile: _____

Drivers License number:

Residential Address: Street _____

Town/Suburb _____ Postcode _____

Signature of above: _____

Applicant's signature: _____

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SECTION FOUR (4) – TERMS AND CONDITIONS OF CREDIT.

I (print name)

Hereinafter referred to as “the customer”, agree to all of the following:

- 4.1** The customer warrants that the information supplied in this agreement is truthful and accurate.
- 4.2** The customer accepts the terms and conditions of this agreement.
- 4.3** Notwithstanding any implication of law to the contrary, this agreement between the customer and MIDSTATE is deemed to be made and constructed in South Australia, and any legal action taken for enforcement of recovery may be taken under jurisdiction of the Courts in the state of South Australia.
- 4.4** The customer agrees to adhere to the payment term, which is full payment for goods within 30 days of the invoice date. Cash, cheque (Bank, business or Personal), Major cards and money orders are accepted forms of payment. A \$30 dishonor fee applies to cheques that bounce.
- 4.5** If full payment is not received by the due date, a service fee will be charged and will be payable by the customer.. And in addition any discounts applied will be reversed.
- 4.6** An administration fee of fifteen dollars (\$AU15) is payable by the customer if the credit facility has been used in a month where the balance has not exceeded fifteen dollars (\$AU15).
- 4.7** MIDSTATE reserves the right to terminate or freeze the customers credit facility at any time without prior notice or explanation.
- 4.8** All goods remain the property of MIDSTATE (ABN 20 007 941 095) until such time as the customer completes full payment for the goods to MIDSTATE.
- 4.9** All risk for goods shall pass to the customer upon delivery of the goods. If the customer takes delivery at the business premises of MIDSTATE, then the delivery shall occur upon completion of loading.
- 4.10** The customer must sign all invoices corresponding to goods purchased on the credit facility.
- 4.11** The customer authorizes persons in section 3.1 and 3.2 of this agreement to make transactions on the customers credit Facility. Persons that have signed section three enter into this agreement.
- 4.12** If the customer dishonors the payment term in condition 4.4, and fails to settle the account immediately upon request from MIDSTATE, MIDSTATE may retake possession of the goods. All costs invoked by the repossession of goods are fully payable by the customer, including (but not limited to) labor, freight and handling.
- 4.13** The customer irrevocably authorizes MIDSTATE, it’s agents and servants to enter the customers premises without prior notice at any time, for the purpose of assessment and/or recovery of goods.
- 4.14** (This section has been purposely left blank.)
- 4.15** The customer will indemnify MIDSTATE against financial loss or damage caused directly or indirectly by a breach of this agreement.
- 4.16** The customer shall notify MIDSTATE of any changes in particulars or ownership, within 14 days of the change taking effect.

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SECTION FOUR (4) – TERMS AND CONDITIONS OF CREDIT, CONTINUED

I (print name) _____ hereinafter referred to as “the customer”, agree to all of the following:

- 4.18** In accordance with provision 18E(8)(c) of the Privacy Act 1988, certain personal information relating to the customer may be disclosed by MIDSTATE to a credit reporting agency. The information that may be disclosed is in section 18E (1) of the Privacy Act 1988 (“Permitted contents of credit information files”).
- 4.19** In accordance with the provisions of paragraph 18L(1) of the Privacy Act 1988, use of personal information contained in the customers credit report etc. by MIDSTATE may occur for the purpose of assessing the customers application to MIDSTATE for credit.
- 4.20** Claims for damage, supply shortage or non-delivery of goods must be made, and brought to the managers attention within 24 hours of the time of delivery.
- 4.21** Please choose carefully. You are not entitled to a refund if you simply change your mind or make a wrong choice.
You are entitled to a refund if the goods purchased: Are defective (the defect not being caused by you.)
Do not match the description or sample provided by us.
Do not do what they are supposed to or what we said they would.
We are happy to exchange, credit or repair the goods if you choose. This refund policy applies only if you return the goods within a reasonable time and you can prove that you have purchased the item from us.
- 4.22** This agreement is subject to acceptance from MIDSTATE. MIDSTATE will notify the customer of acceptance/declination once processing is complete (normally around seven working days).

DECLARATION.

I / We: (please print full name) _____

Solemnly agree to the terms and conditions of this agreement. I declare that the information I have supplied is truthful and accurate to the best of my knowledge.

Signature of applicant: _____

Date: _____

WITNESS.

Name: _____

Telephone number: _____

Signature of witness: _____

Date: _____

Thank you. Please submit your application to:

The Office Manager,

MIDSTATE,

89 Esmond rd Port Pirie 5540

MIDSTATE will notify the applicant of acceptance/declination once processing is complete (normally within seven working days).

Incomplete information will delay processing.