

CUSTOMER CREDIT APPLICATION FORM

Section 1 - Applicant Details (Enter all details relevant to your business)

Name (Company Name/Partnership/Sole Trader)		ACN
Trust Name (if a Trust)		
Trading as (Registered Business Name)		ABN
Company <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>
Trustee <input type="checkbox"/>		
Street Address (not a PO Box)		
Suburb/City	State	Postcode
Postal Address (if different)		
Suburb/City	State	Postcode
Telephone	Mobile	Fax
Email	Website	
Nature of Business	Date of Company Registration	Number of Employees

Section 2 - Director, Partner, Sole Trader or Trustee Details (List names and details of directors (if company), partners, sole trader or trustee)

1	Name	Residential Address	Date of Birth
	Phone	Mobile	Email
2	Name	Residential Address	Date of Birth
	Phone	Mobile	Email
3	Name	Residential Address	Date of Birth
	Phone	Mobile	Email
4	Name	Residential Address	Date of Birth
	Phone	Mobile	Email

Section 3 - Bank Details

Bank Name	Account Name
Account No.	BSB
Bank Street Address	City/Suburb
State	Postcode
	Phone

Section 4 - Company Accountants

Accountant Name	Contact
Street Address	City/Suburb
State	Postcode
	Email
Telephone	Mobile
	Fax

Section 5 - Declarations

Has the Applicant or any Associated Entity traded with Cavos Products in the past? Yes No

If Yes provide details:

Have any of the Applicants (Directors, Partners, Sole Traders, Trustees) ever been declared Bankrupt or have they been Directors, Partners, Sole Traders, or Trustees of a company that has gone into liquidation (whether voluntary or otherwise)? Yes No

If Yes provide details:

CUSTOMER CREDIT APPLICATION FORM (Continued)**Section 6 - TERMS AND CONDITIONS****1. Definitions**

"Cavos Products" is a registered business name of "Mr & Mrs Paschalis and JPTT Management Pty Ltd", ABN 15 785 963 785.

"Customer" means the person or entity to whom the goods are hereby sold.

"Goods" means the goods sold by Cavos Products to the Customer, and includes the Applicant.

"PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time and any regulations made pursuant to it."

2. Sale

Cavos Products hereby agrees to sell to the Customer and the Customer hereby agrees to purchase from Cavos Products the Goods ordered by the Customer from time to time, in accordance with these Terms and Conditions.

3. Contract

The placing of an order by the Customer shall be an offer to purchase (in accordance with these Terms and Conditions) which may be accepted by Cavos Products. The Customer's order may be written, verbal or electronic and may consist of a standing order or may be made from time to time.

4. Prices

The Customer acknowledges that the price of goods will vary from time to time and agrees that the price for the Goods shall be Cavos Products' prevailing price on the day of despatch. The Customer acknowledges that Cavos Products reserves the absolute right to vary or amend prices quoted in relation to future orders placed for the Goods, provided that Cavos Products advises the Customer prior to despatch.

5. Delivery

Delivery shall be made at the place notified by the Customer for that purpose, otherwise it shall be at the Customer's Trading Address or Registered Business Address. Cavos Products shall make a responsible effort to deliver the Goods within a reasonable time from the date of the order but shall not be liable for any delay or inability to deliver.

6. Conditions of Goods

"The Customer" acknowledges that Cavos Products has a security interest (for the purposes of the PPSA) of the Goods, any proceeds from the Customer. The security interest secures all moneys owing by the Customer to Cavos Products under any contract or otherwise.

The Customer acknowledges that each security interest over the Goods (or the Customer's proceeds and goods) arising under this Clause is a purchase money security interest to the extent that it secures payment of the amounts owing. The Customer must not assign or grant a security interest in respect of any accounts owed to it without Cavos Products' prior written consent during the term of the Contract. Cavos Products has a security interest in all such accounts to secure the money owing to Cavos Products by the Customer.

The Customer consents to Cavos Products affecting a registration on the PPSA register (in any manner Cavos Products considers appropriate) in relation to any security interest arising under or in connection with or contemplated by the terms and conditions of this Agreement. The Customer agrees to provide all assistance required to facilitate this.

In the case where the Goods are sold by an administrator, receiver or liquidator, Cavos Products' PPSA registration will rank immediately behind any claim held by them or the appointing Creditor.

7. Deterioration

Notwithstanding Clause 7 and with affecting the transfer of title under Clause 8, the risk of deterioration shall be the Customer's from delivery. From delivery the Customer shall properly handle and store the Goods so as to minimise deterioration.

8. Cavos Products Right

In the event that the Customer breaches these Terms and Conditions, then in addition to Cavos Products' rights on Breach, Cavos Products may (at its option) enter the premises of the Customer and retake possession of its Goods without prior notice to the Customer. The Customer hereby irrevocably grants the lawful representatives of Cavos Products access to the Customer's premises for the purposes of repossessing the Goods as herein provided. The Customer indemnifies Cavos Products against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Cavos Products suffers, incurs or is liable in respect of Cavos Products exercising its rights under clauses 7, 8 and 9, or in respect of the Customer breaching its obligations under clauses 7, 8 and 9.

9. Payment

Payment is to be made by way of cash on delivery, unless Cavos Products has approved credit facilities for the Customer; and is to be made by the Customer to Cavos Products unless otherwise specified in writing by Cavos Products. Payment is to be made for all deliveries by Cavos Products to the Customer whether or not the Customer has signed the accompanying invoice and/or delivery docket.

10. Default on Payment

Should the customer default in the payment of any monies due to Cavos Products, then the total of all monies due to Cavos Products by the Customer shall immediately become due and payable. The Customer shall pay or reimburse any expenses, costs or disbursements incurred or paid by Cavos Products in recovering outstanding monies including bank charges, debt collection agency fees and commissions and solicitor's costs.

11. Interest

Where the Customer pays later than on delivery (or where credit facilities have been approved by Cavos Products, then from the expiration of the credit period allowed for payment), interest shall accrue on all monies payable but unpaid at the current bank rate plus 3% per annum simple interest calculated daily from the due date of payment until the actual date of payment.

CUSTOMER CREDIT APPLICATION FORM (Continued)

Section 7 - CREDIT TERMS

1. Normal Supply Terms

Cavos Products' terms and conditions are cash on delivery.

2. Credit Terms

The Customer agrees that it is not entitled to credit facilities until the Customer receives notice in writing from Cavos Products stating that credit facilities have been approved and confirming the credit terms (and conditions) upon which such facilities have been approved.

3. Termination of Credit

Cavos Products reserves the right to terminate credit facilities from time to time or at any time.

4. Security

Cavos Products reserves its right at any time to require the Customer to provide security as a condition for the continuation of credit facilities. Security may take the form of a Bank Guarantee or Mortgage or Charge or Bill of Sale as required by Cavos Products.

These Terms and Conditions and these Credit Terms are governed by, construed and take effect in accordance with the laws of New South Wales, and Cavos Products and the Customer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of New South Wales.

5. Trade References (Please provide details of references)

1	Name of Business	Contact Person
	Phone	Address/ Location
2	Name of Business	Contact Person
	Phone	Address/ Location
3	Name of Business	Contact Person
	Phone	Address/ Location
4	Name of Business	Contact Person
	Phone	Address/ Location

CUSTOMER CREDIT APPLICATION FORM (Continued)

Section 8 - ACKNOWLEDGEMENT

Declaration, Authority and Consent

The Applicant and signatories appearing below declare that all information supplied is true and correct in every detail and also that the signatories are authorised by the Applicant to complete this application and further acknowledge that if credit is granted by Cavos Products to the Applicant that this will be done in reliance upon the information supplied by the Applicant.

The Applicant and signatories below acknowledge that they understand the terms and conditions in this Application, that they have had the opportunity of obtaining independent legal advice prior to submitting this Application and that they are separately and together bound by the Credit Terms and the Terms and Conditions appearing within this Application.

The Applicant and signatories further authorise and consent to Cavos Products obtaining and disclosing information about the Applicant's credit worthiness (including identity particulars and details of overdue payments) to and from credit reporting agencies and other credit providers who have entered or intend to enter into a commercial or business dealing with the Applicant.

Copy of current Driver's Licence of all Proprietors/Directors/Partners/Sole Trader to accompany application for credit.

I/We the undersigned declare that all information supplied is true and correct in every detail and acknowledge that if credit is granted by Cavos Products this will be done in reliance upon the information supplied herein. All accounts shall be paid promptly and shall bear interest if the agreed trading terms are not adhered to.

Who must sign this Agreement on behalf of the Applicant

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then at least 2 Directors must sign.

Sole Trader operating under their own name or under a business name: The individual must sign.

Partnerships: All Partners of the Partnership must sign.

Trusts: All Trustees must sign.

Signatory

1	Print Name	Signature	
	Position	Date	
2	Print Name	Signature	
	Position	Date	
3	Print Name	Signature	
	Position	Date	
4	Print Name	Signature	
	Position	Date	