



ACCOUNT APPLICATION

Cleanstar Pty Ltd
ABN: 51 121 002 104
59 Radford Road,
RESERVOIR VIC 3073

Ph: (03) 9460 5655 | Fax: (03) 9460 5666
Email: sales@cleanstar.com.au
Web: www.cleanstar.com.au

OFFICE USE ONLY:
Sales Rep Code:

BUSINESS / COMPANY DETAILS

(* Denotes Required Field)

Date: / / 20

* Company Name: _____

* Trading Name: (if different) _____

* ACN: _____ * ABN: _____

* Postal Address: _____

* Suburb: _____ * State: _____ * Postcode: _____

* Delivery Address: (if different) _____

* Suburb: _____ * State: _____ * Postcode: _____

Special Delivery Instructions: _____

* Phone: _____ * Fax: _____

* Purchasing Contact: _____ * Email: _____

* Accounts Contact: _____ * Email: _____

* Nature of Business: _____

* Year Business Established: _____ * Credit Amount Required: \$ _____

PRIVACY ACT - NOTIFICATION STATEMENT

We collect your personal information submitted on this form for purposes related to providing you with our goods and services. Our Privacy Policy details why we collect this personal information, who we disclose it to and the main consequences if we do not collect it. It also sets out how you can access, correct or complain about the personal information held about you. Our Privacy Policy is available at www.cleanstar.com.au or by request to us.

▶ If you do not wish to receive details about our other goods and services and special offers, please tick here .

TRADE REFERENCES (Required)

Business Name	Accounts Phone Number:	* Accounts Fax Number:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

ACKNOWLEDGEMENT (Required)

- I/We have read and fully understand these conditions and the Terms and Conditions of Trade (SEE ATTACHED).
- I/We acknowledge receipt of and acceptance of the Terms and Conditions of Trade (SEE ATTACHED).
- I/We are authorised to sign the account application form on behalf of the applicant and the information given is true and correct to the best of my/our knowledge.

Full Name: _____ Signature: _____

Position: _____ Date: _____

➡ **NEXT STEP:** Please read and complete the Personal Guarantee and Indemnity on the next page.

PERSONAL GUARANTEE & INDEMNITY (Required)

TO: CLEANSTAR PTY LTD ("Cleanstar")

In consideration of Cleanstar at the request of:

Name: _____ Address: _____

Name: _____ Address: _____

as the guarantor ("Guarantor") agreeing to supply or continue to supply goods or services to
("Customer")

or provide credit to the Customer, or grant an indulgence outside Cleanstar's agreed credit terms, the Guarantor hereby:

- Agrees to guarantee to Cleanstar the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Cleanstar to the Customer and any other sums payable by the Customer to Cleanstar pursuant to Cleanstar's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
- Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Cleanstar from and against all losses, costs, charges and expenses whatsoever that Cleanstar may suffer or incur in relation to the supply of goods or services to the Customer and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
- Covenants, acknowledges and agrees as follows:
 - The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Cleanstar other than the payment to and acceptance by Cleanstar of the whole of the guaranteed money.
 - Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Cleanstar, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
 - This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Cleanstar notwithstanding:
 - that no steps or proceedings have been taken against the Customer;
 - any indulgence or extension of time granted by Cleanstar to the Customer;
 - the death or bankruptcy or winding up of the Customer;
 - that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
 - The Guarantor will not compete with Cleanstar for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
- The term "Cleanstar" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.

 **This section MUST be signed by the Directors and/or Proprietors of the company/business.**

This is to be construed as a continuing Guarantee and Indemnity.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Residential Address: _____ Residential Address: _____

Phone/Mobile: _____ Phone/Mobile: _____

Position: (please circle) Director / Proprietor Position: (please circle) Director / Proprietor

Witnessed By: _____ Witnessed By: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

TERMS & CONDITIONS OF TRADE

1. GENERAL

- Unless the context indicates otherwise:
 - "the Company" means CLEANSTAR Pty Ltd ABN 51 121 002 104.
 - "the Customer" means the person to whom the contract is addressed.
 - "Delivery" takes place on the date of dispatch of the Goods to the Customer.
- The terms of this agreement shall continue until terminated by the Customer in writing to the Company by certified mail.
- The Customer will immediately notify the Company of any changes of address or ownership.

2. PURCHASE PRICE VARIATION

- Prices are strictly nett of all GST, customs or excise duties and other charges or fees levied in respect of the sale or delivery of the Goods unless otherwise stated.
- Where any taxes, duties or other charges or fees are levied or imposed on the Company the amount will be added to the price payable by the Customer.
- Specifications and information received after the Customer's receipt of the quotation and/or the Company's receipt of the confirmation order that were not referred to in the company's quotation, may be subject to price variation.

3. OFFER AND ACCEPTANCE

- All orders made are subject to acceptance by the Company. Such acceptance may be made either expressly or simply by delivery of goods.
- All verbal and telephone orders must be accompanied by written confirmation within one week of date of order. Production or delivery errors as a result of verbal orders will be charged to the Customer.
- The Company reserves the right to accept in whole or in part or reject any order submitted by the Customer.
- Following acceptance by the Company, orders are not subject to cancellation or modification except upon written approval by the Company and will be subject to cancellation charges as determined by the Company.

4. TERMS OF PAYMENT

- Trading terms are strictly 30 days nett and credit may be suspended or cancelled without notice if accounts are not paid by the due date.
- Payment is due by the end of the month following delivery (see 1.1).
- Unless credit has been approved by the Company, the Customer will make full payment:
 - when placing its order (prepayment); or
 - when placing its order for special or non-standard Goods.
- Customers submitting Return to Drawer cheques will thereafter be treated as nett cash Customers at the discretion of the Company.
- Credit may be withdrawn should the authorised credit limit be exceeded.
- Should the Customer's account exceed the Company's trading terms (of 30 days) and be passed over for collections, all costs including debt collections, fees, solicitors costs, commissions and any out of pocket expenses are the liability of the Customer.

5. DELIVERY

- Time for delivery of the Goods shall not be regarded as being of the essence.
- Under no circumstances may the Customer deny a signature evidencing receipt of Goods by it.
- Freight charges will be incurred on special orders for goods that are not regular stock items.
- Any drop ship orders sent directly to your customer that cannot be delivered for any reason, will incur a re-delivery fee of which the Customer is liable for.

6. RETURNS

- No Goods will be returned by the Customer without approval of the Company.
- Items must be returned within 7 days of receipt of goods and a copy of the invoice must be attached.
- All unapproved returns will be refused and returned to the Customer at the Customer's expense.
- All returned goods are subject to a re-stocking fee of up to 20%, which will be applied at the Company's discretion.

7. REPRESENTATIVES

- Any advice, recommendation, information or representation provided by the Company as to the quality or performance of the Goods or their suitability for a particular purpose is given in good faith but without any liability or responsibility.
- The Customer acknowledges that it has not relied upon or been induced by any representation by the Company not expressly set out in these conditions.

8. PROPERTY AND RISKS

- Risk of loss, damage or deterioration of the Goods passes to the Customer upon delivery.
- Goods supplied to the Customer by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the purchase price of the Goods has been paid to the Company.

9. EXCLUSIONS

- The Company shall be under no liability for injury, loss or damage of any kind or caused or by anything done or omitted to be done in connection with the Goods.
- The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations as a result of a force majeure.

10. LIMITATION OF LIABILITY

- Notwithstanding anything to the contrary herein contained:
 - The Customer accepts all risk and responsibility for the performance of the Goods being sufficient and suitable for its purpose.
 - The Company shall not be liable for any consequential damages or loss of whatsoever nature in any circumstances.
 - The Company shall not be liable for any loss suffered by the Customer or for any damage to the Goods subsequent to Delivery.

11. ENTIRE CONTRACT

- The Contract constitutes the entire agreement between the Company and the Customer and supersedes and novates all offers, tenders and quotations. The Customer acknowledges that it has not been induced to enter into this agreement by any representations whatsoever made by or on behalf of the Company.

12. NOTICES

- All notices that may be given pursuant to the Contract shall be deemed to have been received:
 - if posted by prepaid post two (2) days after the date of posting;
 - if delivered by hand, on the date of delivery; or
 - if sent by facsimile transmission, on receipt by the sender of the Activity Report as to the successful transmission.

13. SEVERABILITY

- Each clause in this Contract is severable the one from the other and if any clause is found to be defective or unenforceable for any reason by the competent court, the remaining shall be of full force and effect.

14. GOVERNING LAW

- Unless otherwise agreed in writing by the Company, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these terms and conditions. The Customer irrevocably waives any objection to the venue selected by the Company in relation to any legal proceedings concerning these terms and conditions. The laws of the State or Territory chosen by the Company for any such legal proceedings, will govern these terms and conditions.