

CREDIT APPLICATION FORM

 PREPAID ACCOUNT 30 DAY ACCOUNT

FULL TRADING NAME _____ DATE _____

REGISTERED BUSINESS NAME _____ ABN _____

 SOLE TRADER PARTNERSHIP COMPANY

TRADING ADDRESS _____

SALON PHONE _____ MOBILE PHONE _____ EMAIL ADDRESS _____

OWNERS' OR DIRECTORS' INFORMATION

NAME _____

NAME _____

PRIVATE ADDRESS _____

PRIVATE ADDRESS _____

PHONE _____

PHONE _____

CREDIT PROVIDERS (PLEASE PROVIDE THREE TRADE REFERENCES)

1. COMPANY/ CONTACT NAME _____ ADDRESS _____ PHONE _____

2. COMPANY/CONTACT NAME _____ ADDRESS _____ PHONE _____

3. COMPANY/CONTACT NAME _____ ADDRESS _____ PHONE _____

I authorise Amazing Hair to charge the following credit card on day of dispatch (for prepaid accounts) 30 days from date of invoice (for 30 day accounts) Visa Mastercard Amex (2.2% surcharge)CARD NO EXPIRY DATE CCV (3 digits on back of Visa/Mastercard, 4 digits on front of Amex)

DATE _____ SIGNATURE OF CARDHOLDER _____ NAME OF CARDHOLDER _____

The Applicant applies to Amazing Hair Group Pty Ltd ABN 20 161 753 626 trading as Amazing Hair for a prepaid or credit account. The Applicant acknowledges receipt of and accepts the present standard terms and conditions of credit or sale and acknowledges that the terms and conditions may be changed by Amazing Hair from time to time. I am/we are authorised to sign this application on behalf of the Applicant.

DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____

FULL NAME _____ POSITION _____ FULL NAME _____ POSITION _____

PERSONAL GUARANTEE AND INDEMNITY (for completion by directors where a company is the Applicant)

I/We note that the trading terms have been provided to us by Amazing Hair and that I/we have read and understood them.

I/We agree that if the Applicant at any time fails to pay any money due to Amazing Hair or fails to perform or observe any term or condition of credit or sale to be performed by the Applicant, I/we will forthwith pay to Amazing Hair all money due and payable by the Applicant (or any subsequent owner of the business name of the applicant) to Amazing Hair. I/We further agree to indemnify Amazing Hair against any loss of money due to Amazing Hair by the Applicant under or relating to any sale by or credit granted by Amazing Hair to the Applicant, or any subsequent owner of the business name of the Applicant, including expenses and legal costs associated with the collection of outstanding moneys and including any loss suffered by Amazing Hair as a result of the Applicant's failure to perform any term or condition of credit or sale.

I/We agree that this Guarantee and Indemnity will not be released or discharged by any event which would or might so release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the terms and conditions of credit or sale, the alteration of the composition of the Applicant or the release of the Applicant or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____

FULL NAME _____

WITNESS SIGNATURE _____

WITNESS NAME _____

FULL NAME _____

WITNESS SIGNATURE _____

WITNESS NAME _____

GENERAL

1. These terms and conditions apply to each and every Credit Application, except to the extent otherwise specified in writing by the supplier.
2. The Customer warrants that the persons' signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
3. These terms and conditions as amended from time to time are governed by and are to be interpreted in accordance with the laws and by mutual consent to be subject to the jurisdiction of the Courts in the State in which the supplier carries on business.

CREDIT TERMS

4. The granting of credit to a customer shall be at the absolute discretion of the supplier and unless otherwise demanded by the supplier, the customer shall make payment of all amounts payable within 30 days of the date of the invoice.
5. Customers shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off.
6. If the customer fails to make payment by the due date, the supplier shall be entitled to:
 - a. Require the payment at the time any further products are ordered;
 - b. Charge an account keeping fee at the rate of two per cent (2%) per month, such account keeping fee to be computed from the due date for payment AND the parties agree that such account keeping fee is not a penalty but it is a true measure of damages incurred by the supplier;
 - c. Claim from the customer all costs, expenses and charges incurred including but not limited to any debt collection agency costs and legal costs and disbursements on a solicitor-client basis;
 - d. Cease any further deliveries to the customer and to terminate any agreement in relation to products that have not been delivered.
 - e. Customers having overdue accounts will be precluded from participating in special deals and/or discounts until their accounts are no longer overdue.
7. The supplier may, in its absolute discretion, without giving any reason therefore and without giving notice to the customer, terminate any credit facility with the customer. Upon termination of any credit facility all moneys owing by the customer to the supplier will become immediately payable by the customer without the necessity for any demand for payment of those moneys being made by the supplier to the customer.

OWNERSHIP

8. The customer agrees to immediately notify the supplier in writing if there is any change of ownership or alteration to the registered particulars of the customer and the customer shall provide full details of such alteration.
9. In the case of a Trust company, the Trustee shall be liable on the account and in addition, the assets of the Trust shall be available to meet payment of the account.

PROPERTY

10. All products shall remain the property of the supplier until all debts due to the supplier are paid in full by the customer, and the customer shall be bailee of products in its possession whose title remains with the supplier. Products in the customer's possession must be clearly identifiable as the property of the supplier. If the customer fails to pay any debt due to the supplier by the due date, the supplier may retake possession of products. All costs of such repossession of products by the supplier will be payable by the customer. Such rights shall be without prejudice to the supplier's right to claim damages from the customer for breach of contract. The customer irrevocably authorises the supplier and its servants and agents to enter upon the customer's premises without notice at any time, for the purposes of examination or recovery of products. The customer shall indemnify the supplier against any loss or expense arising from the customer breaching this contract.

ORDERS

11. All orders placed with the supplier shall only be accepted subject to these terms and conditions.
12. If a customer cancels or alters any order, then the supplier reserves the right to charge the customer any associated costs.

PRICES

13. Prices exclude any applicable sales tax, GST or other applicable tax or duty payable and all such taxes or duties shall be paid by the customer as an additional charge.
14. All prices shall be those referred to in the supplier's price lists and/or arrangements current at the date of invoice and prices shall be subject to change without notice.

DELIVERY & SUPPLY

15. Arrival dates and times quoted to the customer are guidelines only. The supplier shall endeavour to effect delivery at the time or times required by the customer but failure to do so shall not entitle the customer to cancel the sale, reject the products or claim damages, costs or any other compensation or take any other action against the supplier.

16. The supplier's obligation to delivery shall be discharged on arrival of the products at the customer's nominated delivery destination.
17. The risk in the products shall pass to the customer upon delivery.
18. The customer shall examine the products immediately after delivery and the supplier shall not be liable for any misdelivery, shortage, defect or damage unless the supplier receives details in writing within seven (7) days of the date of delivery of the products.

FORCE MAJEURE

19. The supplier shall not be liable for any failure or delay in supply or delivery of products and the customer shall not be relieved of any obligation to accept or pay for the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the supplier.

RETURNS

20. The supplier shall not be liable to accept any "change of mind" returned products but may at its discretion accept the return of products, provided that such products shall only be accepted for return with the prior approval of a duly authorised representative of the supplier and provided the request is received by the supplier within seven (7) days of the date of delivery. Products returned for credit pursuant to this clause will be subject to a restocking / handling charge of 20% of the invoiced value of the returned products. Return freight and other expenses will be paid for by the customer. Returns of special products will not be accepted and due to health regulations any opened packages will not be accepted. Any returned products must be accompanied with the relevant invoice.

TERMINATION

21. If the customer fails to comply with any of these terms and conditions or being a natural person commits any act of bankruptcy, or being a corporation is wound up or has an administrator or receiver and/or manager appointed, the supplier may terminate the credit account forthwith.

SALON USE ONLY

22. The "Professional Goods" means all products supplied by the supplier exclusively for use in hairdressing salons. The "Professional Retail Goods" means all products supplied by the supplier for retail sale by hairdressing salons. A "Hairdressing Salon" is a business which is recognised by the supplier as a hairdressing salon. A "Hairdressing Wholesaler" is a business which is recognised by the supplier as a hairdressing wholesaler.
 - a. Where the customer is the owner or operator of a hairdressing salon, the customer warrants that all Professional Goods ordered from or supplied by the supplier are for the sole purpose of use in the customer's hairdressing salon and not for resale. The customer acknowledges that all "Professional Retail Goods" ordered from or supplied by the supplier are for retail sale from the customer's hairdressing salon only. The customer must not supply Professional Retail Goods to any person it reasonably believes does not intend to use the goods for personal use.
 - b. Where the customer is a Hairdressing Wholesaler and purchases "Professional Goods" or "Professional Retail Goods", it is acknowledged by the Customer that such Goods are supplied by the supplier for the sole purpose of use in or retail sale from Hairdressing Salons, or by a qualified hairdresser operating a registered hairdressing business. The customer must not sell Professional Goods or Professional Retail Goods unless such goods will be used for the purpose intended by the supplier and such customer will ensure that any purchaser from it will agree to be bound by this restriction.

PRIVACY ACT 1988 ("the Act")

23. To enable the supplier to assess the customer's application for credit, the customer authorises the supplier to obtain from a credit reporting agency a credit report containing personal information about the customer and its guarantors pursuant to Section 18K(1)(b) of the Act and to obtain a report from a credit reporting agency and other information in relation to the customer's commercial credit activities.
24. In accordance with Section 18N(1)(b) of the Act the customer authorises the supplier to give to and obtain from any credit provider named in the credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the customer's credit arrangements. The customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
25. The customer understands the information can be used for the purposes of assessing its application for credit (Section 18L(4) of the Act, assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.