



# Credit Account Application Form

## 1) ACCOUNT DETAILS

Registered Business Name:

---

Trading As:

---

ABN#:

---

Delivery Address:

---

Invoice Address:

---

Company website:

---

Tel: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_ Email \_\_\_\_\_

Delivery Instructions: Default to (Please tick)

No Part-shipment      Part-shipment\*     Freight applies to every shipment

## 2) RESELLER CONTACTS

Can we proactively email you our weekly specials / newsletters?     Yes     No     (circle your preference)

This will be sent to the purchasing contact only unless otherwise advised.

Directors/Partners: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Directors/Partners: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

**3) FINANCIAL INFORMATION**

Bank: \_\_\_\_\_  
 Branch: \_\_\_\_\_ Phone: \_\_\_\_\_  
 BSB: \_\_\_\_\_  
 Account No: \_\_\_\_\_  
 Sales Revenue for last Financial Year: \_\_\_\_\_  
 Yearly Business Established Revenue: \_\_\_\_\_  
 Estimated Monthly Purchases from HiTV: \$\_\_\_\_\_

**4) REQUESTED ACCOUNT TERMS**

Please note that credit accounts are only available where average sales volume is greater than \$2k per month.

Requested Account Terms:

**No credit terms** (Payment by Direct deposit, Cheque, Cash)

\* **With credit terms** (Invoice 15 days credit term with \$5000 per month credit limit will be approved by HiTV account department upon application receive)

**\* The following must be completed if requesting credit terms. HiTV will inform you with any credit term changes after credit reference search.**

Are you prepared to make Financial Statements available for analysis? Yes  No

Are Directors willing to sign Guarantees if required? Yes  No

Director's Name: \_\_\_\_\_

Director's Home Address: \_\_\_\_\_

Director's Home phone number: \_\_\_\_\_

**RECENT TRADE REFERENCES**

a. Company Name: \_\_\_\_\_

Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**5) TERMS ACKNOWLEDGEMENT**

I, \_\_\_\_\_ (Name) being \_\_\_\_\_ (Director, Secretary, Authorised Officer) Of \_\_\_\_\_ (Applicant)

Hereby certify that I am a reseller of HiTV equipment, and that the information supplied is correct in every detail. I agree to the attached Terms and Conditions of sale.

**Signature:** \_\_\_\_\_

**Signed: Date:** \_\_\_\_\_

**COD/ New Customer Terms:**

1. Payment of cleared funds is required before dispatch of goods unless otherwise advised by HiTV Communications Pty Ltd
2. In the event of default payment, all legal costs, incidental expenses and collection charges will be charged to the applicants account.
3. The stock remains the property of HiTV Communications Pty Ltd until paid for in full by the customer and HiTV Communications Pty Ltd retains the right to repossess such unpaid stock from any location. Should similar stock (both paid and unpaid) be located together, all stock is deemed to be unpaid stock and therefore subject to repossession by HiTV Communications Pty Ltd to value of unpaid debts.

**Account Terms**

1. Strictly in accordance with agreed payment terms formally notified post confirmation of this application.
2. Average volume requirements apply for a credit account.
3. Credit may be withdrawn without notice if the account is in arrears or the above volumes are not consistently achieved.
4. In the event of default payment, all legal costs, incidental expenses and collection charges will be charged to your account.
5. The stock remains the property of HiTV Communications Pty Ltd until paid for in full by the customer and HiTV Communications Pty Ltd retains the right to repossess such unpaid stock from any location. Should similar stock (both paid and unpaid) be located together, all stock is deemed to be unpaid stock and therefore subject to repossession by HiTV Communications Pty Ltd to value of unpaid debts.

**HiTV Communications General Terms and Conditions of Sale**

Within these Terms and Conditions, the Seller refers to HiTV Communications Pty Ltd, and the Buyer refers to the Registered Reseller note on page 1 of this document, whose order for the purchase of goods is accepted by the Seller. Supplier is any vendor of the Seller.

**1. Acceptance of Buyer's Order:**

These terms and conditions shall apply to every sales contract and sale of goods between the Seller and the Buyer. Any terms and conditions of the Buyer's order deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. This rejection also extends to any statement by the Buyer requesting that the Buyer's terms and conditions shall prevail

and to any stipulation by the Buyer as to the manner of declaring such rejection. A contract shall only be or be deemed to have been entered into between the Seller and the Buyer for the supply of goods when, upon an order having been placed upon the Seller of the goods, that an order has been accepted by the Seller (such acceptance of an order may be made and communicated by the Buyer in writing or by acceptance of delivery). The provisions of this clause also applies to every quotation or offer by the Seller for the supply of goods.

**2. Prices:**

All published prices listed are ex tax, and does not include insurance and delivery charges. The Seller may invoice the goods sold at its prices applicable on the date of each delivery. Applicable GST currently at 10% is invoiced at time of dispatch.

**3. Delivery Charges:**

Delivery charges (standard on road service) apply as per below.

Purchase Orders:

|                 |                      |
|-----------------|----------------------|
| < \$800         | \$20 freight         |
| \$800 to \$1500 | \$30 freight         |
| > \$1,500       | Price on application |

The above prices cover standard road delivery service for every part-shipment / no-part-shipment request. Delivery charges are subject to change without notice. Air and express deliveries are additional costs borne by the Buyer.

**4. Delivery Time:**

The Seller will deliver the goods as per the Buyers request, and hence Buyer will accept each delivery. The Seller shall be under no liability for direct or consequential loss or damage to the Buyer arising from delay or postponement in delivery. Any delivery times stated by the Seller are only an estimate and are consequently not binding.

**5. Property at Risk:**

Subject to Condition 7 below, the property and risk of the goods shall pass to the Buyer (1) when the goods are delivered to the place of delivery as nominated by the Buyer or (2) at the time of collection if the goods are collected from the Seller. This also applies to any partial delivery of goods.

**6. Payment of Account**

The Buyer shall pay prior to delivery for all goods dispatched. Where the Seller extends credit to a Buyer, the payment for all goods sold will be made within the approved credit terms. The Buyer cannot withhold payment or make any deductions from any amount without the prior written consent of the Seller. An **account keeping fee** may be charged to the Buyer on all amounts **overdue** to the Seller at a rate currently charged by the Commonwealth Bank Australia on overdrafts in excess of \$2,000.00. In the event of a default payment, all legal costs, incidental expenses and collection charges will be charged to the Buyer's account.

Payments may be made by bank cheque, company cheque, or funds transfer to the Seller's bank account. Where payment is by cheque, payment is not deemed to have been received until the cheque has been cleared by the bank. If cheque is dishonored, an account fee will be charged to the Buyer. Payment can also be made by credit card (Visa, MasterCard, or AMEX); however such payments will be subject to an account processing fee of 1.5%(Visa and Master) or 3% (AMEX) of the value of the invoice. The Seller reserves the right to withhold shipment of any part of an order, or to require pre-payment for any given shipment if the Buyer does not make timely payment.

**7. Passing of Title:**

The title of goods shall vest and remain with the Seller until such time as the goods have been paid for in **full**. If payment is made by cheque then title shall only pass to the Buyer once the cheque has been cleared.

**8. Cancellation:**

The cancellation of an order contract between Buyer and Seller requires approval in writing from the Seller. Otherwise the goods will be delivered to the Buyer, and the Seller is entitled to full payment including delivery fee from the Buyer. If the Seller becomes liable to a Supplier for a cancellation fee in respect to non-indent goods ordered by the Buyer, then the Buyer will pay all appropriate fees to the Seller.

**9. Returns:**

The Buyer may return products purchased from the Seller and receive a credit of the paid price, subject to the following:  
a) The Seller makes no warranty or representations regarding the products offered.

- b) Return Material Authorisation Number (RMA #) has been obtained by sending email to [support@hitv.com.au](mailto:support@hitv.com.au) or call (02) 99293837.
- c) The products are returned to the Seller within five (5) working days of date of RMA number being issued
- d) The list price of the product has not decreased from the price paid
- e) The product has been supplied by the Seller, is new, unopened with all seals intact, and in its original packaging.
- f) The cost and risk of transit back to Seller is at the Buyer's expense.
- g) Technical returns, DOA or manufacturing faults are subject to the Seller obtaining a return authorization from a Supplier. The Seller makes no promises regarding replacement or credit.
- h) Credit returns will incur a 10% restocking fee or minimum of \$50 per product item. Any credit return requests must be placed within seven (7) days of invoice from Seller to Buyer. Any requests after this time will be rejected.

#### 10. Force Majeure:

If delivery is prevented or delayed, in part or all, by reasons of Acts of God, or the consequence thereof including, but not limited to fire, flood, typhoon, earthquake, or by reasons of riots, wars, hostilities, government restriction, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, manufacturer's bankruptcy, delays or damages in transportation or any other cause of nature beyond the Seller's control, the Seller may, at its option, perform the contract of unfulfilled portion thereof within reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, this contract or the unfulfilled portion thereof.

#### 11. Consumer and other Rights:

These terms and conditions do not and shall not be taken as applying to exclude, restrict or modify in any manner whatsoever:

- a) The rights conferred on consumers and others by certain Commonwealth State and Territorial law that cannot lawfully be excluded, restricted or modified
- b) The rights and remedies conferred on a consumer by any such law
- c) The exercise of any such rights and remedies by a consumer; or
- d) Any mandatory condition or warranty implied by such law in favor of a consumer which cannot be excluded by contract between the parties to the sale of goods. All provision of these terms and conditions shall be and be read as being subject to all such rights and remedies of a consumer and not in derogation thereof and no part of this Clause can be waived by a requirement of such law, these terms and conditions shall, as far as possible, be construed so as to be consistent with such law and for that purpose to the extent necessary shall be of no force or effect (but without prejudice to and reserving the full force and effect of the remaining provisions hereof). The attention of consumers is drawn to their rights and remedies under such laws.

#### 12. Special Orders:

The Buyer will place an order contract on the Seller for non-indent items. After delivery, the Seller will not accept return of these non-indent items.

#### 13. Substitution:

The Seller reserves the right to substitute some other make or brand with similar specifications if the item ordered by the Buyer is not available. If the Buyer is not satisfied, the goods may be returned to Seller for credit as per conditions noted in clause 9.

#### 14. Warranty:

Goods sold shall have the benefit of any warranty offered by the Supplier. The Seller shall not be liable for any loss or damage direct or consequential arising out of any defects.

#### 15. Errors:

The Seller endeavors to ensure accuracy of descriptions, images and pricing, however do not warrant their accuracy. Clerical errors in computations, typing or otherwise of marketing collateral, catalogue, internet website, quotations, order confirmations, acceptance, offer, invoice, delivery docket, credit note, specifications or Seller shall be subject to correction.

#### 16. Indemnity:

The Buyer indemnifies the Seller, its employees, agents and subcontractors against all damages, losses, expenses and costs for any claims made against them whether directly or indirectly sustained. The indemnity includes any claim by any third party for loss or damage to any property, injury to or death of any person or economic loss arising out of or relating to any Product or Service or delay in supply of such Products or Services.



**Acknowledgment of General Terms and Conditions of Sale:**

I, (Name) \_\_\_\_\_ being (Director, Secretary, Authorized Officer) Of (Applicant)

\_\_\_\_\_ I hereby understand and accept the General Terms and Conditions

of Sale as detailed above.

Signature: \_\_\_\_\_

Signed Date: \_\_\_\_\_

**Please return this by fax to (02) 99293490**