

## **Credit Application Form**

Contact Details
Company Name:
Trading Name:
Delivery Address:
Postal Address (if diff):
Mobile Number:
Work Number:
Billing Email:
Business Information
Business Type: 🗆 Partnership 🗆 Sole Trader 🗆 Limited Company
Company Name:
Director 1#
Name & Phone:
Address:
Director 2#
Name & Phone:
Address:
Copy Passport or Driver's License ID Required.
Proof of Home Address e.g. Rate Bill etc. with Your Name.
Trade Reference
Ref Name & Phone 1#:
Ref Name & Phone 2#:
Ownership
I/We acknowledge that I/We have read and understood the terms and conditions and agree to abide by the "Terms of Credit" and to pay the above account on or by the due date.
SIGNATURE:
PRINT NAME IN FULL:
POSITION:

DATE:	

## TERMS AND CONDITIONS OF SUPPLY

- Definitions: The "Company" means TAI PING TRADING COMPANY LIMITED its successors and assigns The "Customer' means the party conducting a credit and placing orders for the purchase of goods from the company. "Order" refers an order of goods.
- 2. Unless otherwise agreed in writing by the company, the following terms shall apply
  - a. All accounts are to be settled in full no later than 20" day of the month following Invoice.
  - b. If the customer is in default in the payment of any sums due to the company then all sums owing to the company whether then due or not shall immediately become due and payable.
  - c. If the customer fails to pay any sum payable to the company by the due date payment, the customer shall pay to the company interest at the rate of 24% per annum on such sum for the period during which It remains unpaid.
  - d. All expenses, costs or disbursements incurred by the company in recovering any sums including debt collection agency fees or legal fees are to be paid by the customer.
- 3. The customer warrants that each person placing orders with the company on behalf of the customer is duly authorised to place such an order and to pledge the credit of the customer to the company.
- 4. Risk of any loss, damage or deterioration of or to the goods shall be borne by the customer from the date of receipt of the goods.
- 5. Any claim by the customer with respect to any defect in the goods or non-conformity to any order for goods shall be made in writing to the company within 7 days of receipt by the customer of the goods, failing which the customer shall be deemed to have accepted the condition of the goods and the conformity of the goods to order.
- 6. The company shall not be obliged to supply goods until all such sums which have then fallen due to the company by the customer are paid in full. If the company elects not to supply the goods until all sums due are paid in full., the supply date for all outstanding orders shall be the later of the date specified in any outstanding orders and the date being 7 days from the date of payment by the customer of sums due to the company.
- 7. If the customer fails to comply with the Terms and Conditions of Trading, the company shall be entitled to cancel any orders already made and any credit accounts conducted by the customer with the company and to recover from the customer. Any losses, damages, costs, Interests, fees, charges including handling charges payable to the company and expenses incurred by the company as a result of the customer's default and the subsequent cancellation by the company.
- 8. Property in goods shall pass from the company to the buyer when the contract price and all other sums payable under the relevant contract for supply have been paid in full subject to the following:
  - a. Property in the goods shall be retained by the company until the goods are fully paid for.
  - b. If the customer is in default of these Terms and Conditions of Trading then the company shall be entitled without notice to retake possession of such goods and the customer authorises the company or its representatives, servants, agents or employees to enter upon the premises upon which the goods are housed or stored for such purpose and the company shall not be liable for the costs, loss, damages, expenses or any other monies or losses suffered by the customer as a result of the company retaking possession of the goods.
- 9. These terms and conditions and any terms and conditions implied by statute constitute the contract between the parties. Any terms and conditions endorsed on any other documents pertaining to any order and, in particular, on any order form or request from produced or used by the customer are expressly negated and do not form part of the contract between the parties unless the company has specifically adopted in writing those terms and conditions.
- 10. In consideration of Tai Ping Trading Company Limited providing credit to the company, the directors signing this application also personally (the guarantors), at the request of the company:
  - a. Guarantee the performance by the company of all the company's convents and obligations under this Agreement, and
  - b. Indemnify Tai Ping Trading Company Limited against any loss it might suffer should any credit provided to the company pursuant to this Agreement, be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

The guarantors covenant with Tai Ping Trading Company Limited that:

- a. As between the guarantors and Tai Ping Trading Co Ltd, the guarantors may for all purposes be treated as debtors in respect to the company credit obligations, and Tai Ping Trading Co Limited shall be under no obligation to take proceedings against the company before taking proceedings against the guarantors.
- b. The liability of the guarantors hereunder shall be joint and several.

 SIGNATURE: \_\_\_\_\_\_\_
 POSITION: \_\_\_\_\_\_

 PRINT NAME IN FULL: \_\_\_\_\_\_
 DATE: \_\_\_\_\_\_