



**FLORANDA FLOWERS (QLD) PTY LTD – ABN 48 137 758 760
COMMERCIAL CREDIT ARRANGEMENT**

This credit arrangement is subject to review every six months.

The customer hereby applies for a Commercial Credit Account with Floranda Flowers (hereinafter called the Supplier) and agrees and declares:

1. That all purchases will be subject to Floranda Flower's Terms and Conditions of Sale.
2. To be bound by the Terms and Conditions of Sale, which may be changed by Floranda Flowers from time to time.
3. That all purchases made by the Customer and the provision of credit to the Customer is predominantly for business purposes and not for private or domestic purposes.

Full trading name:

Legal business entity name:

(If different to trading name)

Legal Entity's ABN: Registered for GST? **YES / NO**

Trading Address of Business:

Postal Address:

Delivery Address:

Contact Telephone Numbers: Landline Mobile

Contact Email/s:

This Business Operates As: **(Please Circle)** Sole Proprietor Partnership Pty Ltd Company Ltd Company

Please list Sole Proprietor, Partners, Directors:

Title	Surname	Given Names	Private Address	Private Phone	DOB
.....
.....

If operating as a company please provide the following details:

Full Company Name:

Registered Address:

Are the Premises from which you Trade: **(Please Circle)** Owned Rented Leased Mortgaged

Date Business Commenced Under Your Control?

Banking Details: Bank Name: Branch:

Anticipated monthly credit requirement: \$..... Review Date:

Please provide two (2) independent trade references:

Company name	Contact Person	Telephone Number
.....
.....

Has the Sole Proprietor / Partners / Directors ever been bankrupt, ever entered into/will be entering into a Part IX or Part X arrangement under the Bankruptcy Act?

****IF YOU ANSWERED YES TO THE ABOVE QUESTION REGARDING BANKRUPTCY PLEASE PROVIDE DETAILS AND ATTACH THEM TO THIS APPLICATION.**

Please provide full names of persons authorised to purchase authorised to purchase for your Business:

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.....

In consideration of Floranda Flowers (Qld) Pty Ltd supplying you flowers to

We, Of

And Of

Being Directors of the Customer do hereby guarantee the punctual performance of all Terms and Conditions herein to the Supplier 'Floranda Flowers (Qld) Pty Ltd', and the due payment of all monies and Terms and Conditions of Sale. We hereby agree to keep the Supplier 'Floranda Flowers (Qld) Pty Ltd' indemnified against all loses or expenses whatsoever which it may suffer or incur by reason of any default in payment by the Customer.

SIGNED THIS DAY OF 20.....

Name: Name:

TERMS AND CONDITIONS OF SALE

- 1. TERMS OF PAYMENT SHALL BE FOURTEEN (14) DAYS FROM THE DATE OF DELIVERY UNLESS OTHERWISE AGREED BY FLORANDA FLOWERS (QLD) PTY LTD ("THE SUPPLIER") TO THE CUSTOMER
2. NO CREDIT WILL BE ALLOWED FOR ALLEGED DEFECTIVE CUT FLOWERS UNLESS:
(A) THE SUPPLIER IS NOTIFIED OF THE ALLEGED DEFECTIVE CUT FLOWERS, ACCOMPANIED BY PHOTOS, WITH IN 24 HOURS OF DELIVERY
(B) THE ALLEGED DEFECTIVE CUT FLOWERS ARE RETURNED TO THE SUPPLIER FOR INSPECTION WITHIN 24 HOURS OF DELIVERY AND
(C) IF THE SUPPLIER IN ITS DISCRETION CONCLUDES THAT THE ALLEGED DEFECTIVE CUT FLOWERS WERE IN FACT DEFECTIVE, THEN THE SUPPLIER SHALL PASS A CREDIT FOR THE ORIGINAL INVOICED VALUE OF THOSE CUT FLOWERS
3. THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE CUSTOMER AND THE SUPPLIER, AND THE CUSTOMER SHALL NOT IMPOSE ANY TERMS AND/OR CONDITIONS UPON THE SUPPLIER
(A) THE CUSTOMER WILL NOTIFY THE SUPPLIER IN WRITING OF ANY CHANGES IN ITS COMMERCIAL STRUCTURE OR CONTROL WHATSOEVER AND INCLUDING ANY CHANGE TO PARTNERS, DIRECTORS OR SHAREHOLDERS WITHIN SEVEN (7) DAYS OF THE DATE OF ANY SUCH CHANGE, AND THE CUSTOMER AGREES THAT ANY SUCH NOTICE GIVEN WILL ONLY BE DEEMED GIVEN IF ACTUALLY ACKNOWLEDGED BY THE SUPPLIER IN WRITING AS RECEIVED.
(B) THE CUSTOMER AGREES TO IDENTIFY THE SUPPLIER AGAINST ANY LOSS WHATSOEVER OR HOWEVER ARISING AS A RESULT OF ANY BREACH BY THE CUSTOMER OR PARAGRAPH 9(A) HEREOF.
(C) IN THE EVENT OF ANY CHANGE IN THE CUSTOMER'S TRADING STRUCTURE AS ENVISAGED BY PARAGRAPH 9(A) HEREOF, THE CUSTOMER AGREES TO REMAIN FIRSTLY LIABLE FOR ALL GOODS AND SERVICES INVOICED TO IT OR ITS AGENTS UNTIL WRITTEN NOTICE IS RECEIVED BY THE CUSTOMER FROM THE SUPPLIER OR CREDIT APPROVAL BEING GRANTED TO THE CUSTOMER'S NEW RESTRUCTURED ENTITY.
4. THE CUSTOMER AGREES THAT ALL CONTRACTS MADE WITH THE SUPPLIER SHALL BE DEEMED TO BE MADE IN THE STATE OF QUEENSLAND NOMINATED BY THE SUPPLIER OR ITS AGENTS.
5. IF THE SUPPLIER GRANTS ANY CREDIT FACILITY OR NOMINATES ANY CREDIT LIMIT, THIS IS AN INDICATION ONLY OF ITS INTENTION AT THE TIME OF SUCH GRANTING OR NOMINATION. THE SUPPLIER CAN VARY OR WITHDRAW ANY AND ALL CREDIT FACILITIES AT ANY TIME AT ITS COMPLETE UNFETTERED DISCRETION AND WITHOUT ANY LIABILITY WHATSOEVER OR HOWSOEVER TO THE CUSTOMER OR ANY PARTY/PARTIES CLAIMING THROUGH THE CUSTOMER OR OTHERWISE.
(A) THE CUSTOMER AND EACH OF THE PERSONS SIGNING THIS CREDIT APPLICATION HEREBY IRREVOCABLY AUTHORISE THE SUPPLIER, ITS SERVANTS AND AGENTS TO MAKE SUCH ENQUIRIES AS IT DEEMS NECESSARY, TO INVESTIGATE THE CREDITWORTHINESS OF THE CUSTOMER, ITS SOLE PROPRIETOR, PARTNERS AND/OR DIRECTORS FROM TIME TO TIME, INCLUDING (BUT WIHTOUT LIMITING THE GENERALITY OF THE FOREGOING) THE MAKING OF ENQUIRIES WITH PERSONS NOMINATED AS TRADE REFERENCES, THE BANKERS, OF THE CUSTOMER AND EACH PERSON SIGNING THE CREDIT APPLICATION AND ANY OTHER CREDIT PROVIDER OR CREDIT REPORTING AGENCY (HEREINAFTER CALLED "THE INFORMATION SOURCES"). THE CUSTOMER AND EACH OF THE PERSONS SIGNING THIS CREDIT APPLICATION HEREBY AUTHORISES THE INFORMATION SOURCE TO DISCLOSE TO THE SUPPLIER SUCH INFORMATION CONCERNING THE CUSTOMER AND EACH OF THE PERSONS SIGNING THIS CREDIT APPLICATION WHICH IS WITHIN THEIR POSSESSION AND WHICH IS REQUIRED BY THE SUPPLIER.
(B) THE CUSTOMER AND EACH OF THE PERSONS SIGNING THIS CREDIT APPLICATION HEREBY AGREED THAT THE INFORMATION PROVIDED IN THIS CREDIT APPLICATION, CONCERNING THE CUSTOMER AND EACH OF THE PERSONS SIGNING THIS CREDIT APPLICATION, MAY BE DISCLOSED TO A CREDIT REPORTING AGENCY OR ANY OTHER INTERESTED AGENCY, COMPANY, BUSINESS OR PERSON.
6. IN THE EVENT THE SUPPLIER ELECTS NOT TO EXERCISE ANY OF ITS RIGHTS ARISING OUT OF THESE TERMS AND CONDITIONS OR ANY BREACH OF THESE CONDITIONS BY THE CUSTOMER, ANY SUCH ACTION SHALL NOT CONSTITUTE A WAVER OF ANY RIGHTS ON THE SUPPLIER IN RELATION TO ANY BREACH BY THE CUSTOMER.
7. THE CUSTOMER GRANTS TO THE SUPPLIER A SECURITY INTEREST IN ALL OF THE CUSTOMER'S PRESENT AND EVER-ACQUIRED PROPERTY, INCLUDING ANYTHING IN RESPECT OF WHICH THE CUSTOMER HAS AT ANY TIME A SUFFICIENT RIGHT, INTEREST OR POWER TO GRANT A SECURITY INTEREST, IN ORDER TO SECURE THE PAYMENT TO THE SUPPLIER OF THE AMOUNT OF ANY INVOICES ISSUED BY THE SUPPLIER FOR ANY GOODS SUPPLIER TO CUSTOMER AND TO SECURE SUCH PAYMENT THE CUSTOMER:
(A) CONSENTS TO THE SUPPLIER LODGING A CAVEAT ON TITLE TO ANY REAL PROPERTY IN WHICH THE CUSTOMER HAS AN INTEREST OR MAY AT ANY TIME IN THE FUTURE ACQUIRE AN INTERST AND
(B) ACKNOWLEDGES THAT THE TERMS OF THIS CLAUSE CREATE IN FAVOUR OF THE SUPPLIER AND EQUITABLE AND CAVEATABLE INTEREST IN ANY SUCH REAL PROPERTY.
8. THE CUSTOMER WILL BE LIABLE TO FULLY PAY THE SUPPLIER THE COSTS AND EXPENSES THE SUPPLIER INCURES FROM SOLICITORS, BARRISTERS, LEGAL ADVISERS, MERCANTILE AGENTS AND ANY OTHER PERSONS OR AGENTS ACTING ON BEHALF OF THE SUPPLIER ON A SOLICITOR AND OWN CLIENT BASIS, IN RECOVERY OR ATTEMPTED RECOVERY OF OVERDUE ACCOUNTS.
9. ALL PERSONS LISTED AS AUTHORISED TO ORDER ON THE CUSTOMER'S BEHALF, UNDER THE PARTICULARS OF CUSTOMER IN THE CREDIT APPLICATION SHALL BE TREATED BY THE SUPPLIER AS HAVING A FULL AUTHORISATION ON BEHALF OF THE CUSTOMER IN RESPECT OF BUSINESS DEALINGS (WHETHER OR NOT FULL AUTHORISATION IS GIVEN ON THAT OCCASION BY THE CUSTOMER).

EACH SIGNATORY TO THIS CREDIT APPLICATION HAS READ AND UNDERSTOOD THIS CREDIT APPLICATION BEFORE SIGNING IT.

SIGNATURE 1:

SIGNATURE 2:

NAME:

NAME:

TITLE: SOLE PROPRIETOR / PARTNER / DIRECTOR

TITLE: SOLE PROPRIETOR / PARTNER / DIRECTOR

DATE:

DATE:

WITNESSED BY:

WITNESSED BY:

WITNESSED NAME:

WITNESSED NAME:

DATE:

DATE:

