LaVida Trading

24 Somersby Falls Rd Somersby NSW, Australia 2250 Ph: +612 43400411 Fax: +612 43400477

New Account/Credit Application

General Information		Date of App	lication	
Trading Name				
ABN Number				
Sole Trader	Partne	ership 🖂	Company	
Number of years Trac	ling under this name			
Trading Address				
North Island	South I	sland 🗌	Post Code	
Telephone No				
E-mail				
Bank		Branch		
Owner or Directors Information				
Name			Position	
Private Address				
Home phone		Mobile No		
Name			Position	
Private Address				
Home phone		Mobile No		
Trade References				
Company Name				
Address				
Telephone				
Email				
Company Name				
Address				
Telephone				
Email				
Acknowledgment				

The applicant hereby applies for a credit account with Lavida Trading Pty Limited and acknowledges reading the terms and conditions attached to the application and agrees to be bound by these said trading terms and conditions. The applicant consents to the information provided in this application being used for reference and /or credit reporting from time to time during the period of this account and also agrees to promptly notify Lavida Trading Pty Ltd of any change in the above information.

Full Name (Print)	 Signed	
Capacity	 Date	

Personal Guarantee

The applicant agrees both jointly and severally to guarantee the prompt payment of any or all accounts for and monies due for goods supplied to the applicant by Lavida Trading Pty Ltd from time to time and agree to indemnify Lavida Trading Pty Ltd in respect of all liability caused as a result of the supply of the goods to the applicant pursuant to the terms of this credit agreement. We acknowledge that the trading terms and condition s were attached to this application and that we have read and fully understand and agree to be bound by same.

Signed	 Signed	
Full name (print)	 Full name (print)	
Address	 Address	
Capacity	 Capacity	
Witness	 Witness	
Date	 Date	

Terms & Conditions of Sale

Trading terms:

- Accounts are paid on the following 20th of month from the date of invoice. Statements are generally not issues unless requested.
- New account customers will be requested to complete a credit application and credit is granted at LaVida Trading's discretion.
- All invoices must be paid on time or LaVida's trading terms are in breach of this agreement
- EFT payments are also accepted and LaVida's bank details are stated below.
- LaVida Trading must be notified in writing immediately if there is a change of ownership of the business. The customer agrees to indemnify LaVida against any loss incurred if such notice is not given.
- LaVida Trading reserves the right to change our pricing policy and trading terms at any time, which would be communicated to customers.

Pricing & Delivery:

- All prices quoted are exclusive of GST and freight is additional.
- Unless delivery instructions are specified, we shall use our preferred courier.
- Freight charges are shown separately on all invoices.
- A minimum order value (excluding freight) of \$600.00 applies to all orders.
- All prices are subject to change without prior notice.

Claims:

- Any visible damages or shortages should be marked immediately on the delivery note and advised to us by emailing leeanne@lavida.com.au.
- Email must include invoice number, item code, reason for claim, and photos (where applicable). Notice of claims or credits must be made within 7 business days.
- LaVida requests, when dealing with faulty/ damaged or incorrect items, customers must be willing to accept a partial discount to keep any item that is still in saleable condition, due to excessive freight costs in returning goods to Australia.
- If the above condition is not acceptable, we kindly ask you to reconsider placing an order.
- LaVida accepts no responsibility for goods further shipped on by you to your customers or moved to storage.
- CLEARANCE ITEMS ARE SOLD AS IS. Credits will not be raised unless they are significantly damaged i.e. broken in transit. Click here for our <u>Credit Claim</u> form.
- LaVida reserves the right to offer a replacement or repair option before issuing a refund.
- Any items authorised for disposal, are to be disposed at the responsibility of the customer.
- Credits will be applied to your next order. Credit notes are valid for 12 months from date of issue.

Property and Title of Goods:

- The property of the goods passes to the purchaser only after the goods have been paid for in full.
- LaVida Trading is authorised to take possession of any goods in which it has title, to the value of the overdue amount, and if insufficient goods, the proceeds of sale of those goods (at retail price).

Overdue Accounts:

- Goods on account will not be supplied to overdue accounts until such time as the account has been brought up to date
- An administration fee may also apply to any invoice paid outside normal trading terms.
- The customer agrees to pay LaVida Trading for any additional expenses (including legal costs, commissions and bank charges) incurred in collecting outstanding debts.
- LaVida Trading reserves the right to withdraw account facilities from customers who do
 not comply to our trading terms or if payment is made by a dishonoured cheque

LaVida Trading Pty Ltd - Bank Account Details:

Account Name:	LaVida Trading Pty Ltd
ANZ Account No:	01-1845-0001659-00

Privacy Act

If LaVida Trading considers it relevant to assessing the customer's application for commercial credit then the customer agrees to LaVida obtaining from a credit reporting agency a credit report containing personal credit information about the customer in relation to commercial credit provided by LaVida. The customer agrees that LaVida may give to and seek from any credit providers to the customer, information about the customer's credit arrangements. The customer understands that this information can include any information about his/her credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the privacy act.