

# LaVida Trading

24 Somersby Falls Rd Somersby NSW, Australia 2250

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## New Account/Credit Application

### General Information

Date of Application.....

Trading Name ..... ABN Number .....

Sole Trader  Partnership  Company

Number of years Trading under this name.....

Trading Address .....

.....

State ..... Post Code.....

Telephone No ..... Fax 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 ..... Fax No.....

Email .....

Company Name .....

Address .....

Telephone ..... Fax No.....

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 conditions 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:**

- Payments on account are 30 days from invoice date. Statements are generally not issued unless requested.
- New account customers will be requested to complete a credit application and credit is granted at LaVida Trading's discretion.
- Credit card payments are accepted and we accept MasterCard and Visa, EFT payments are also accepted and LaVida's bank details are stated below.
- Early payment discount of 3% is available to account customer only if invoice is paid within 7 days. The discount does not apply to the freight amount or if any previous invoices are still outstanding
- All invoices must be paid on time or LaVida's trading terms are in breach of this agreement
- 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.
- An unpacking fee maybe charged when orders are cancelled without due reason.

### **Pricing & Delivery:**

- All prices quoted are exclusive of GST and freight is additional.
- Unless delivery instructions are specified, we will use our preferred courier.
- Freight charges are shown separately on all invoices.
- A minimum order value (excluding freight) of \$400.00 for all states except WA, TAS & NT which is \$500.00 applies to all web orders.
- A minimum of \$40.00 freight applies for all states except WA, TAS & NT which is \$70.00
- 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 LaVida by phone, email or fax.
- Claims for shortages should be made immediately on receipt of goods.
- Notice of claims, credits or returns must be made to LaVida Trading within 7 days of delivery date noting invoice number and reasons.
- All returns must be authorised by LaVida staff prior to sending the goods back.
- Goods must be returned in original condition/packaging and a credit will be issued on receipt of goods. (Unless goods were damaged in transit).

### **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
- A 1.5% surcharge will apply to all outstanding invoices paid outside our normal trading terms when paid by credit card.
- 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.

#### **LaVida Trading Pty Ltd - Bank Account Details:**

**Account Name:** LaVida Trading Pty Ltd  
**ANZ BSB No:** 012323  
**Account No:** 348023115

#### **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.