



Account Application Form

COMPANY DETAILS

Company Name	
Registered Address	
Business Address	
Postal Address	
Trading Name	
ABN Number	
ACN Number	

COMPANY PROFILE

Nature of business :

Website :

ACCOUNT DETAILS

Estimated monthly spend :

Credit Limit Requested :

ACCOUNTANT

Accountant Name :

Accountant Phone :

BANK DETAILS

Bank Name :

Bank Branch :

Contact Details :

PURCHASE ORDER INFORMATION



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How will you place orders?

Will you provide order numbers?

Please provide email address for invoices :

Please provide email address for statements :

Please provide directors email address :

ACCOUNTS PAYABLE CONTACT

Contact Name:

Phone:

Email address:

SITE CONTACT DETAILS

Primary Name :

Position :

Phone:

Secondary Name :

Position :

Phone:

DIRECTOR DETAILS

Name :

DOB :

Drivers License No :

Home Address :

Phone :

Email :

TRADE REFERENCES

Trade Reference 1 Full Name :

Trade Reference 1 Company Name :

Trade Reference 1 Phone :

Trade Reference 1 Email :

Trade Reference 2 Full Name :



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Trade Reference 2 Company Name :

Trade Reference 2 Phone :

Trade Reference 2 Email :

TERMS & CONDITIONS

Please download a copy of the Jonox Terms and Conditions [here](#)

CREDIT AGREEMENT

MEANS AND ABILITY TO PAY

The Customer warrants that it is solvent and has the future ability to pay all its debts as and when they fall due.

ACCEPTANCE

Jonox will be deemed to have accepted this Application if it allows the Customer to trade with it on credit.

CREDIT INFORMATION and PRIVACY ACT 1988 (Cth)

(a) The Customer and the Agent irrevocably authorise Jonox, its servants and agents to make (subject to the requirements of the Privacy Act, the Credit Reporting Privacy Code and Jonox' privacy policy) such enquiries as they deem necessary to investigate the credit worthiness of the Customer (and its directors if a company) and the Agent from time to time, including the making of enquiries with (without limitation) persons nominated as trade references, other entities which in Jonox' opinion the Customer may have had dealings with, the bankers of the Customer (and its directors if a company), any credit provider or Credit Reporting Agency or Credit Reporting Bodies ("CRBs") such as Veda Advantage and Creditor Watch and including personal credit and consumer credit information and Land Data/property inquiries and name searches (hereinafter called "Sources").

(b) The Customer (and its directors if a company) and the Agent (subject to the requirements of the Privacy Act, the Credit Reporting Privacy Code and Jonox' privacy policy) hereby authorise the Sources to disclose to Jonox such information concerning the Customer (and its directors if a company) and the Agent which is within their possession. The Customer (and its directors if a company) and the Agent agree that the information provided on this Credit Application concerning the Customer (and its directors if a company) and the Agent and any relevant trading information arising from any dealings between the Customer and Jonox may (subject to the requirements of the Privacy Act, the Credit Reporting Privacy Code and Jonox' privacy policy) be disclosed to a Credit Reporting Agency or CRB subject to Jonox' Privacy Policy and can be obtained by writing to the Credit Manager, Jonox Pty Ltd, PO Box 3547 Manuka, Act 2604. Where Jonox collects personal information that Jonox is likely to disclose to a CRB please note:



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(i) the CRB may include that information in reports provided to Jonox to assist it to assess the Customer's creditworthiness.

(ii) if the Customer fails to meet payment obligations in relation to consumer credit or commits a serious credit infringement, Jonox may be entitled to disclose this to the CRB.

Representative; and

(iv) the Customer – if an individual - may access this information for the purpose of requesting Jonox to correct the information and make a complaint to Jonox; and

(c) The Customer warrants to Jonox that it has (where it is a company) obtained the consent of its directors to Jonox carrying out the searches specified in subclause (a) and

(b) above.

PERSON COMPLETING THIS APPLICATION ("AGENT")

Name:

Position:

Address (Private):
.....
.....

Telephone:

Email:

Mobile:

Signature

Date:...../...../.....

SIGNATURE REQUIRED:

(Signed for and on behalf of the customer)



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TERMS OF TRADE

To the fullest extent legally possible, all dealings between any Customer ("Customer") and Jonox relating to any goods ("goods") or services ("services") are subject to the following Terms and Conditions of Trade ("these Terms") unless otherwise agreed in writing.

1. Payments

(a) Payments to be within 30 days of end of month of invoice date without deduction or set-off of any kind.

(b) Jonox may apply a payment received from the Customer to any amounts owed by the Customer including part payment of an invoice, in any order.

(c) Jonox is entitled to set-off or deduct any amount payable by Jonox to the Customer

(d) Jonox' may require the Customer to pay with a credit card surcharge (in addition to any payment) of up to 3% plus GST of the payment amount where the Customer pays by credit card.

(e) A payment dishonour fee may be charged by Jonox if a customer's payment is dishonoured in any way. This fee will be in addition to any fees the Customer's financial institution or credit provider may charge the Customer.

(f) In its absolute discretion Jonox may at any time and without needing to obtain the consent of the Customer, assign:

(i) any overdue debt owed by the Customer; and/or

(ii) Jonox' rights under these Terms and/or any other document or registration effected in accordance with these Terms (including but not limited to a security interest registration under clause 49 and a mortgage under clause 23), to another member of the Jonox Group.

2. Call out fees / Service / Delivery / Collection

(a) Jonox accepts no responsibility for delivery but may elect to arrange delivery/collection at its discretion and without any liability and at the Customer's costs and responsibility in all things.

(b) Jonox reserves the right to charge for any call out fee/service/delivery/collection.

(c) The Customer will be deemed to have accepted the call out fee/service/delivery/collection and liability for the goods/service immediately Jonox notifies the customer that the services have been carried out at the Customer's business premises or site whether attended or not.

(d) Jonox will not be liable for delay, failure, or inability to deliver any goods/services.

(f) Jonox is not liable for damage to driveways, footpaths, drains or common property. Debris shifted onto the road(s) as a result of a service being made to an adjoining site.

3. Variation:

Variation or cancellation of any call out fee/service/delivery/collection may attract a call out fee.

4. Exclusions



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To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit Jonox' obligations thereunder:

- (a) no dealing with the Customer will be or be deemed to be a sale by sample or description.
- (b) if Jonox publishes material about its goods, services and prices, any part which is incompatible with these Terms is expressly excluded
- (d) the Customer will rely on their own knowledge and expertise in choosing any product for any purpose.
- (e) any advice or assistance given for or on behalf of Jonox must be accepted at the Customer's risk and must not be or be deemed given as expert or adviser nor to have been relied upon.

6. No misrepresentations:

The Customer agrees not to make any misrepresentations to third parties about the goods/services.

7. Severability:

Any part of these Terms can be severed without affecting any other part.

8. Purchase Price:

- (a) All sales are made by Jonox at its ruling price at the time of delivery.
- (b) All Government imposts and any GST ("Imposts") will be to the customer's account
- (c) Jonox price lists exclude Imposts unless expressly noted thereon.

9. Default:

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit Jonox' obligations thereunder:

- (a) default or breach by the Customer of these Terms or in any dealings with Jonox will entitle Jonox to retain all monies paid, call-up all monies due or owing (whether currently due and owing or not), cease further services/deliveries/collections, recover from the Customer all loss of profits and/or take immediate possession of any product, without prejudice to any other of its rights and without liability to any party.
- (b) the Customer agrees not to commence or continue or permit to be commenced or continued any action against Jonox whilst the Customer is in default under any part of these Terms.

10. Other Terms and Conditions and Notice:

- (a) Terms and/or conditions sought to be imposed by the Customer upon Jonox will not apply unless agreed in writing by Jonox.
- (b) The Customer will be deemed to have notice of any change to these Terms, immediately Jonox adopts them.

11. Recovery Costs:



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The Customer will pay (on a full indemnity basis) all costs and expenses of Jonox, its legal advisers, mercantile agents and others acting on its behalf in respect of anything instituted or being considered as a result of any breach of these Terms or breach of any dealings with Jonox.

12. Attornment:

To give effect to its obligations arising under these Terms (and especially clause 23) the Customer hereby irrevocably appoints any officer or manager of Jonox from time to time, as its attorney.

13. Customer Restructure:

(a) The Customer will notify Jonox of any change in its structure or management including any sale or disposition of any part of the business of the Customer, any change in director, shareholder, management, partnership or trusteeship or sale of any material part of its business ("Restructure") within 7 days of any such change.

(b) The Customer agrees it will:

(i) cause any new entity created by virtue of a Restructure ("New Entity") to be bound by these Terms.

(ii) continue to be bound by these Terms despite a Restructure and will indemnify Jonox for any loss or damage it suffers as a result of a breach of these Terms by the New Entity.

14. Jurisdiction:

All contracts and dealings with Jonox shall be deemed to be in the State/Territory nominated by Jonox & the Customer agrees to submit to the jurisdiction of the appropriate Courts in or nearest Capital of that State/Territory.

15. Credit Line:

Jonox can vary or withdraw any credit facility or limit it at any time at its discretion and without any liability to the Customer or any other party.

16. Waiver:

If Jonox elects not to exercise any rights arising as a result of breach of these Terms, it will not constitute a waiver of any rights relating to any subsequent or other breach.

17. Security for Payment:

The Customer agrees that:

(a) despite anything to the contrary contained herein or any other rights which Jonox may have howsoever, where the Customer is the owner of property (tangible or security interest may be created ("Asset")), the Customer agrees to mortgage and/or charge all of their joint and/or several interest in the Asset to Jonox to secure all amounts and other monetary obligations payable by the Customer to Jonox.

(b) it grants a lien to Jonox over any of its property in the possession or control of Jonox until Full Payment.



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(c) it will execute any documents and to do all things requested by Jonox to register a mortgage (or such other security Jonox requires) over any current or later acquired real property the Customer has an interest in.

(d) it consents unconditionally to Jonox lodging a caveat noting Jonox' interest in any current or later acquired real property the Customer has an interest in.

(e) any officer of Jonox may (without limitation) sign documentation to affect the Customer's compliance with this clause 17 by virtue of the provisions of clause 12.

(f) agrees that if it is in default of any part of these Terms, Jonox may, in order to make good any default (in whole or in part), garnishee moneys:

(i) held by third parties on behalf of the Customer; and/or

(ii) which the Customer is entitled to payment of (whether that entitlement is past, present or future).

18. Force Majeure:

Jonox will not be in default or breach of any dealing with the Customer as a result of Force Majeure (i.e: anything beyond Jonox' reasonable control).

19. Intellectual Property:

(a) If Jonox utilises any design, patent, copyright material or other intellectual property or follows any instruction provided by or on behalf of the Customer, the Customer indemnifies Jonox against any claim, proceeding, damages or liability for any loss, cost or expense arising as a result whether for any alleged infringement of any intellectual property or otherwise.

(b) The Customer must not reproduce, communicate with the public or, use any material in which copyright subsists and which is owned by Jonox without the prior written consent of Jonox.

(c) If the Customer breaches or permits any breach of this clause, it acknowledges Jonox may suffer claims by third parties as a result and clause 23 will apply.

20. Discounts:

(a) Any discount offered by Jonox is at its complete discretion and will only be available provided the Customer is not in breach of any part of these terms nor in default in any of its dealings with Jonox.

(b) Unless otherwise agreed in writing, early payment discounts (if any) will be noted on the face of the relevant invoice and are subject to these Terms.

21. No Merger:

Termination of these Terms and/or dealings between the Customer and Jonox ("Cessation") will not end those provisions of these Terms that are capable of surviving Cessation.

22. Indemnify:



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The Customer indemnifies Jonox against any claim or loss arising from or related in any way to any contract or dealing between Jonox and the Customer or anything arising therefrom or arising as a result of or subsequent to any breach of these Terms.

23. Insolvency:

(a) If the Customer commits or is involved in any act of insolvency, it will be deemed in default under these Terms.

(b) An act of insolvency includes bankruptcy, liquidation, receivership, administration or the like and failure to pay in accordance with these Terms.

24. Quotations:

The Customer agrees:

(a) quotations must be in writing.

(b) Jonox shall not be bound by any quotation if an order is placed outside the period of the quotation's validity noted thereon and in the absence of such period being noted, 14 days from the date of the quotation.

(c) prior to receipt of any order Jonox may amend a quote.

(d) Jonox shall not be bound by any quote if:

(i) it forms the view that the subject matter of the quotation is to form part of a larger transaction or series of transactions with the Customer and those circumstances have materially changed; or

(ii) the Customer is in breach of these Terms.

(e) to pay any reasonable charges Jonox claims for holding any goods referred to in any quote pending placement of an order.

25. Adverse Environments:

The Customer acknowledges and agrees that goods/services can be adversely affected by severe environments, rain, temperature extremes, frost, wind, or abrasives which can cause unexpected results/damage to the ground condition during delivery or services.

26. Personal Property Securities Act 2009:

(a) The Customer acknowledges that these Terms create a security interest under the Personal Property Securities Act 2009 ("PPSA") in favour of Jonox in all goods supplied by Jonox to the Customer (and all goods previously supplied by Jonox to the Customer), and for avoidance of doubt, the proceeds of sale of those goods.

(b) The Customer consents to Jonox effecting a registration on the PPSA register (in any manner Jonox considers appropriate) in relation to any security interest contemplated by these Terms (including but not limited to an interest under clause 3 in relation to retention of title) and further agrees:

(i) to do all things necessary and required by Jonox to make sure that the security interest is a



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(ii) perfected "purchase money security interest" under the

(iii) PPSA; and

(iv) not to allow any third party to acquire a security interest in the goods

(c) To the extent that the goods are for the Customer's business use, the Customer agrees to the extent permitted under the PPSA, that the Customer has no right:

(i) to receive notice of removal of an accession under the PPSA.

(ii) under Chapter 4 of the PPSA; or

(iii) under the PPSA to receive a copy of any verification statement of financing change statement under the

(iv) PPSA

(d) Without in any way limiting clause 49(c), the Customer agrees that to the extent permitted under the PPSA, the Customer hereby waives its rights under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142 and 143 of the PPSA.

(e) Unless otherwise agreed to in writing by Jonox, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

(f) The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

(g) The Customer must not assign or grant a security interest in respect of any accounts owed to it in relation to the goods without Jonox' prior written consent.

(h) Without limiting any other provision of these Terms, if the Customer makes a payment to Jonox at any time whether in connection with the supply of goods or otherwise, Jonox may, at its absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.

(i) Everything the Customer is required to do under this clause is at the Customer's expense. The Customer agrees to pay or reimburse Jonox' costs and expenses in connection with anything Jonox does under this clause.

26. The Competition and Consumer Act 2010 (Cth) and Fair-Trading Acts:

(a) Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair-Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

(b) If the Customer is a consumer for the purposes of the Australian Consumer Law ("ACL") nothing in these Terms limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

27. Building and General



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The rights, powers, and remedies available to Jonox under these Terms are in addition to and are not in derogation of Jonox' powers, rights and remedies existing at common law, or given by any law at any time in force (including but not limited to the Building and Construction Industry Security of Payment Act 2002 (Vic) and similar legislation in other states and territories of Australia).

DIRECTOR SIGNATURE

Name:

.....

Sign:

.....

Date:

.....