

TLC DATA SYSTEMS CREDIT APPLICATION

TLC DATA SYSTEMS
ABN: 41 100 729 977

38A Douglas Road
MILTON QLD 2076
Ph: 3376 3333
Fax: 3367 1911
Application Date:

CREDIT APPLICATION

Company Name: _____			
Name of authorised Company Contact, Mr/Mrs/Ms: _____			
Street Address: _____		City: _____	State: _____
Postcode: _____	Phone: _____	Mob.Phone: _____	Fax: _____
Invoice Address: _____		City: _____	State: _____
Postcode: _____	Phone: _____	Mob.Phone: _____	Fax: _____

Company Ownership::	Corporate___ Partnership___ Individual___
Date of Incorporation:	Day___ Month___ Year___
Period at current business:	___years ___months
Period at current address:	___years ___months

Name of Principal/s	Title of Principal/s
1.	
2.	
3.	

Name of Bank:	Contact Name:
Address of Bank:	
Phone Contact:	

Business Referee (A)		Business Referee (B)	
Company:		Company:	
Credit Limit:	Terms:	Credit Limit:	Terms:
Contact Name:		Contact Name:	
Phone Number:		Phone Number:	

Business Referee (C)	Company:	
Contact Name:	Credit Limit	Terms:
Phone Number:		

I/We, being Director/s of the above Company/Business unconditionally guarantee to TLC Data Systems the due amount by the said company of all monies payable and hereby accept the stated terms and conditions of: Net _____ working days, from date of invoice.

Signature(s) of Director/s (a) _____
 (b) _____
 (c) _____

Dated this _____ day of _____ 20____

TLC Data Systems TERMS AND CONDITIONS OF SALE

1. Payment Terms

- a. Upon approval of the Customer's Credit Application, the agreed credit facilities will be made available. Payment is due within the agreed number of working days from the invoice date.
- b. TLC Data Systems bank deposit details are as set out below:

National Australia Bank (Milton, Queensland)
 BSB: 084-280
 Account: 545837724

2. Property and Ownership of Goods

- a. The Customer or any persons approved by the Customer cannot take claim of the Goods until such time as full payment is made to TLC Data Systems or its authorised agent. The Customer must not:
 - a. Act in a fiduciary capacity in its relationship with TLC Data Systems;
 - b. Hold the Goods as a bailee for TLC Data Systems.
- b. If payment is not received by due date TLC Data Systems has the right to enter the premises of the Customer and retake possession of any Goods that have been unpaid.
- c. Should the Customer have sold the Goods prior to payment to TLC Data Systems, the Customer will then be deemed to be acting as an agent for TLC Data Systems and;
 - a. Any monies garnered from the sale of these Goods must be shown to be due to TLC Data Systems and not that of the Customer; and
 - b. Payment of the proceeds of the said sale must be immediately paid to TLC Data Systems when directed by TLC Data Systems or its authorised agent.
- d. Should at any time the following occur;
 - a. A liquidator, receiver or other persons of the same ilk be appointed for the Customer;
 - b. The Customer be served with an order to wind up their company, or is served with a demand for payment,
 - c. The Customer applies for bankruptcy, or either closes or sells the business

The Customer should give written notification immediately to TLC Data Systems.

The Goods or any unpaid portion of the Goods supplied to the Customer must be immediately returned to TLC Data Systems or its authorised agent. If TLC Data Systems should deem so, they may enter the Customer's premises and remove the Goods aforesaid.

- e. To the extent permitted by any law, the Customer shall Indemnify TLC Data Systems and hold TLC Data Systems harmless against any loss, damage, costs, expenses, penalties, fines or claims suffered by TLC Data Systems arising from the exercise of the rights of TLC Data Systems under this clause.

3. Default by Customer

If a Customer fails to make full payment of the amount agreed on the Invoice, the Customer will be held in Default of the Sales Contract and

- a. TLC Data Systems shall be entitled to charge interest at the rate of 19% p.a. on any monies owing for as long as the amount owing remains outstanding; and
- b. The Customer will be held liable for any expenses TLC Data Systems should incur in the collection of this outstanding payment. This can include legal costs, collection agent's fee and other costs arising or relating to the Customers non-payment.