

Balluff-Leuze Pty Ltd

Sensors for Automation

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ABN 32 078 811 748
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COMMERCIAL CREDIT AGREEMENT

Please fill in all details to avoid delays in processing

Company Name: _____ ACN No: _____

Pty Ltd / Ltd / NL / Sole Trader (Please circle correct style)

Trading As: _____ Accounts Contact: _____

Mailing address: _____

(Suburb) (State) (Postcode)

Delivery Address _____

(Suburb) (State) (Postcode)

Telephone No: () _____

Fax No: () _____

Email _____

Bank: _____

Branch Address: _____

Type of Business: _____ How long in Business: _____

Trade References:

1. Company: _____ Telephone No: () _____ Fax () _____
2. Company: _____ Telephone No: () _____ Fax () _____
3. Company: _____ Telephone No: () _____ Fax () _____

I certify that the above information is true and correct, and agree to the Terms and Conditions of Trade as listed overleaf.

Signed: _____ Name: _____ Title: _____

FOR OFFICE USE ONLY

To Be Provided by Sales Department

Est. Monthly Sales: \$ _____ Recommended Credit Limit: \$ _____ Approved \$ _____

Sales Rep Code: _____ Industry code: _____ Territory Code: _____ Terms: **30 DAYS NETT**

Industry Group _____ Customer Account number _____

Approvals: _____
(Requested by) (Authorised by) (Finance approval)

COMMERCIAL CREDIT AGREEMENT

On behalf of the business identified in this proposal as the Purchaser of products from your Company, I/we, the undersigned, apply for the establishment of a credit account with your Company. It is agreed and understood that the credit facilities will not be provided until this proposal has been reviewed and accepted by your Company and notice of the opening of the credit account given to the undersigned. It is further agreed and understood:

1. That I/we, the undersigned, have the authority to make this agreement on behalf of the purchaser.
2. That the undersigned has/have made a full and complete disclosure of the matters set out herein and
3. That your Company will act on reliance of these representations and statements.

It is agreed that the following terms and conditions shall apply to the credit account:

- a) The Purchaser agrees to comply with the prevailing trading terms of Balluff - Leuze Pty Ltd Australia, [Forms BLP A,B and C], (hereinafter referred to as the Seller) at the time it places each order. Payment is required of all outstanding account balances by the thirtieth (30th) day after the date of the relevant invoice on which delivery was made. It is agreed that in the event that the Purchaser does not make payments in accordance with this clause, the Seller may charge interest of 3% per month or part thereof on any amount outstanding for 35 days or more from the date of the invoice on which the debt was originally recorded. Further, the Seller may without notice terminate the credit facilities at which time the amount outstanding together with any interest thereon shall be immediately payable. Also it is agreed that Balluff - Leuze Pty Ltd Australia shall retain title to any goods supplied until it has received full payment for them.
- b) The Seller may from time to time place limits on the amount of credit to be extended to the Purchaser.
- c) In consideration of the granting of credit facilities in an ongoing manner, or from time to time, the Purchaser agrees that should the agreed terms be exceeded, and should collection and/or legal action be taken by the Seller for recovery of any separate or joint credit account allowed under this agreement, the Purchaser hereby agrees to be responsible for, and to reimburse the Seller for, all costs and commissions which are incurred, and are payable in any collection and/or legal action, taken for recovery of monies due and owing.
- d) The Purchaser authorises the Seller to make enquiries from time to time as to the financial position of the Purchaser including obtaining Mercantile Reports from Credit Reporting Agencies.
- e) I/We, undertake to promptly notify the Seller in the event of any change in the ownership of the Purchaser and I/we indemnify the Seller against any loss incurred by it due to any change of ownership of the Purchaser unless written advice of such change is received by the Seller prior to the first delivery of goods after any change.

NOTE: GOODS WILL NOT BE ISSUED TO PURCHASER / RELEASED FROM OUR STORE UNTIL THIS CREDIT APPLICATION HAS BEEN PROCESSED AND APPROVED.