



ACCOUNT APPLICATION

OFFICE USE ONLY

Verified ☐ _____

Account # _____

PLEASE NOTE ALL SECTIONS MUST BE FILLED OUT IN FULL, SPECTRUM HERBAL CANNOT PROCESS ANY ACCOUNT APPLICATION THAT HAS NOT BEEN COMPLETED IN ITS ENTIRETY.

BUSINESS DETAILS

FULL TRADING NAME ("Applicant")
(Is this Trading Name a Registered Business Name? YES ☐ NO ☐)

REGISTERED COMPANY NAME

ACN / ARBN ABN

BUSINESS ADDRESS

..... STATE POST CODE

DATE BUSINESS ESTABLISHED PRACTITIONER LIC
(if applicable)

BUSINESS STRUCTURE ☐ Sole Trader ☐ Private Company ☐ Public Company ☐ Trust
☐ Partnership ☐ Co-operative ☐ Incorporated Association ☐ Government Authority

CONTACT DETAILS

POSTAL ADDRESS (if different to above)

..... STATE POST CODE

TELEPHONE FAX EMAIL

CONTACT PERSONS - Accounts Telephone:

Purchasing Telephone:

☐ NO EMAIL

METHOD OF PAYMENT

☐ By Credit Card – upon order
☐ By EFT before shipping - CBA Bank, BSB 062 110, Account Number 1026 4296

OWNERS' / DIRECTORS' DETAILS

NAME

NAME

PRIVATE ADDRESS

PRIVATE ADDRESS

HOME PHONE

HOME PHONE

MOBILE

MOBILE

DATE OF BIRTH

DATE OF BIRTH

DRIVERS LICENCE NO.

DRIVERS LICENCE NO.



ACCOUNT APPLICATION

CORPORATE TRUSTEE

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Account Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it is has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity.

NAME OF TRUST	DATE OF TRUST DEED
NAME OF TRUSTEE	NAME OF SETTLOR
ADDRESS OF TRUSTEE	BENEFICIARIES OF TRUST
.....	

The Applicant applies to Spectrum Herbal Pty Ltd (ACN 150 944 022) ("Spectrum Herbal") for Account. Spectrum Herbal's ABN is 89150944022. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by Spectrum Herbal from time to time.

Where the Applicant makes this application as a trustee, and details of the trust are not provided as above, the below signatories agree to indemnify Spectrum Herbal against any loss of money due to Spectrum Herbal by the Applicant, unless and until details of the trust are provided.

I/We warrant that I am/we are authorised to sign this Account Application on behalf of the Applicant.

SIGNATURE	SIGNATURE
NAME (Block letters)	NAME (Block letters)
POSITION	POSITION
DATE	DATE



ACCOUNT APPLICATION

Terms of Account - (Spectrum Herbal Pty Ltd referred to as "Spectrum")

1. In applying for Account with Spectrum, I/we (who in these terms will be referred to as "the Customer") acknowledge that any Account granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Spectrum at its discretion and advised to the Customer.
2. Payment terms are "COD", payment being due before shipping unless alternative terms are agreed upon by Spectrum in writing. Account payments are not subject to any settlement discount.
3. Customer will be charged any fees related to dishonoured payments.
4. Free Shipping applies to order over AU\$450.00. Flat AU\$20.00 will be applied to orders under AU\$450.00.
5. Claims arising from invoices must be made within fourteen days.
6. Ownership in goods invoiced remains with Spectrum and does not pass to the Customer until payment is made in full. Notwithstanding the ownership in the goods remaining with Spectrum until full payment is made, risk in the goods passes to the Customer immediately upon delivery of the goods to the Customer.
7. If customer fails to pay for any goods within payment terms, Spectrum may recover possession of goods (in which property has remained with Spectrum) at any site owned, possessed or controlled by customer or any person claiming through the customer.
8. Spectrum, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.
9. Spectrum may at any time set-off amounts owed by Spectrum to the Customer from the amounts owed by the Customer to Spectrum. Spectrum will ordinarily apply payments against the oldest outstanding amount due.
10. The Customer indemnifies and holds harmless Spectrum and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
11. So far as the law permits, the liability of Spectrum for a breach of a condition or warranty that cannot be excluded is limited, at the option of Spectrum, to:
the replacement or repair of the goods;
the supply of equivalent goods; or
the cost of replacing or repairing the goods or of acquiring equivalent goods.
12. Spectrum hereby advises that, pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this Account application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 Spectrum is allowed to give a credit reporting agency personal information about the Customer's Account application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that the Customer has applied for Account and the amount, the fact that Spectrum is an Account provider to the Customer, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Customer which have been dishonoured more than once; in specific circumstances, that in the opinion of Spectrum you have committed a serious credit infringement; that Account provided to you by Spectrum has been paid for or otherwise discharged. Pursuant to ss. 18K(1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, the Customer hereby agrees to Spectrum obtaining personal information from a credit reporting agency or a Account provider for the purpose of assessing this application for commercial Account (including information as to Account worthiness); and agree to that agency or provider providing that information to Spectrum for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist Spectrum in recovering any sums outstanding under the terms of the commercial Account agreement to which this application may lead.
13. Confidentiality of your information – Except as required by law, Spectrum will only use or disclose your personal information as necessary for the credit facility - for example, to Accounts Receivables staff or to external auditors.

SPECTRUM HERBAL PTY LTD ACN 150 944 022

PO Box 174, Kings Langley, NSW,2147

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