LTEGear

Australian importer of Teltonika networking hardware

Commercial Credit Application

Craig van der Veer trading as LTEGear | ABN 27 056 020 086
17 Williams Place, Armidale NSW 2350 | 1300 803 755 | sales@ltegear.com.au

Use this form to apply for a **30-day trade account** with LTEGear. Accounts are for business purchases only. Complete every part that applies, sign Part H (and Part G for companies and trusts), and email the completed form to **sales@ltegear.com.au**. We aim to assess applications within 3 business days.

You can fill in this form on screen in Adobe Acrobat Reader or your browser, then sign it digitally or print and sign it. By signing, you agree to the Terms and Conditions of Credit in Part E. They form part of this application and apply to every order supplied on credit. Please read them before you sign.

Part A - Applicant business details

The applicant is the legal entity that will own the account and pay the invoices.

Legal entity name (as registered with ASIC or the ABR)	
Trading name (if different)	
Entity type	☐ Company ☐ Sole trader ☐ Partnership ☐ Trust ☐ Govt ☐ Other
ABN	
ACN (companies only)	
Trustee name and trust name (trusts only)	
Registered for GST?	☐ Yes ☐ No
Date business started	
Nature of business	
Registered office address	
Delivery address	
Postal address for invoices	
Phone	
Email for invoices and statements	
Website	

Part B - Directors, proprietors or partners

List every director (companies), owner (sole traders) or partner (partnerships). We use these details to verify identity and, with consent in Part F, to check credit history.

	Person 1	Person 2	Person 3
Full name			
Position			
Date of birth			
Residential address			
Mobile			
Email			
Driver licence number and state (optional)			

Part C - Trade references

Give three suppliers you currently buy from on credit. You authorise us to contact them about your payment history.

	Reference 1	Reference 2	Reference 3
Business name			
Contact person			
Phone			
Email			
Account held since			

Part D - Credit requested

Standard terms are 30 days from the date of invoice. The credit limit is set by LTEGear after assessment and may differ from the amount requested.

Credit limit requested (AUD inc GST)	
Estimated monthly purchases (AUD inc GST)	
Purchase order number required on invoices?	☐ Yes ☐ No
Accounts payable contact name	
Accounts payable phone	
Accounts payable email	
Preferred payment method	☐ Bank transfer ☐ Card

Part E - Terms and conditions of credit

In these terms, **we**, **us** and **LTEGear** mean Craig van der Veer trading as LTEGear (ABN 27 056 020 086). **You** and **the Customer** mean the applicant in Part A. **Goods** means everything we supply to you.

1. Application of these terms

1.1 These terms apply to every supply of Goods to you on credit, from the date we approve your account.

1.2 They prevail over any terms on your purchase orders or other documents, unless we agree otherwise in writing.

1.3 Our Returns and Refunds policy and Warranty page at ltegear.com.au also apply. If they conflict with these terms, these terms prevail.

2. Orders and prices

2.1 Prices are as quoted in writing, or as shown on ltegear.com.au when you place the order. Quotes are valid for 7 days unless stated otherwise.

2.2 All amounts are in Australian dollars and GST is added where it applies.

2.3 An order is accepted when we confirm it in writing or dispatch the Goods.

3. Payment terms

3.1 You must pay each invoice in full within 30 days of the invoice date, without set-off or deduction.

3.2 You must keep your account within the credit limit we set. We will tell you your limit in writing when we approve your account.

3.3 If your account is overdue or over its limit, we may decline or hold new orders until it is brought back within terms. We will tell you when we do this.

4. Late payment

4.1 We may charge interest on any amount that is more than 30 days overdue. Interest is simple interest at the rate that applies from time to time to unpaid judgment debts under section 101 of the *Civil Procedure Act 2005* (NSW), calculated daily from the due date until paid.

4.2 You must pay our reasonable costs of recovering overdue amounts, including reasonable collection agency and legal costs. You do not have to pay costs that relate to an amount you have validly disputed under clause 11.

5. Delivery and risk

5.1 Delivery dates are estimates. We are not liable for late delivery caused by carriers or events outside our reasonable control.

5.2 Risk in the Goods passes to you on delivery to your nominated address or to your carrier.

6. Retention of title

6.1 Ownership of the Goods stays with us until you have paid in full for those Goods and all other amounts you owe us.

6.2 Until then, you hold the Goods as our bailee. You must store them so they can be identified as ours and keep them insured.

6.3 You may resell the Goods in the ordinary course of your business. If you do, you hold the proceeds of sale on trust for us, up to the amount you owe us for those Goods.

6.4 If you are in default under clause 9, you authorise us to enter premises where the Goods are kept, during business hours and on reasonable notice, to recover Goods that have not been paid for.

7. Personal Property Securities Act 2009 (PPSA)

7.1 These terms are a security agreement. You grant us a security interest in all Goods supplied, now and in future, and their proceeds, to secure all amounts you owe us. For Goods supplied on retention of title, this is a purchase money security interest.

7.2 You consent to us registering a financing statement on the Personal Property Securities Register, and you will sign any document we reasonably need to perfect our security interest.

7.3 You waive your right to receive a verification statement under section 157 of the PPSA.

7.4 To the extent the law allows, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply to these terms.

7.5 You must tell us in writing at least 14 days before you change your name, ABN, address or legal structure.

7.6 We will discharge our registration within 5 business days after you ask us to, once your account is closed and paid in full.

8. Consumer guarantees and warranty

8.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). Nothing in these terms excludes, restricts or modifies any right or remedy you have under the ACL.

8.2 Where the Goods are not of a kind ordinarily acquired for personal, domestic or household use, our liability for failure to comply with a consumer guarantee is limited, to the extent the ACL allows, to replacing or repairing the Goods, supplying equivalent goods, or paying the cost of doing so.

8.3 To the extent the law allows, neither party is liable to the other for indirect or consequential loss, including loss of profit or revenue.

9. Default

9.1 You are in default if: an invoice remains unpaid 30 days after its due date and you have not paid it within 14 days of a written notice from us; you become insolvent, enter administration, liquidation or bankruptcy, or make an arrangement with your creditors; or you materially breach these terms and do not fix the breach within 14 days of written notice.

9.2 If you are in default, we may suspend or close your account, and all unpaid amounts become immediately due.

10. Closing the account and changing these terms

10.1 You may close your account at any time by written notice. Amounts already owing remain payable on their normal terms.

10.2 We may close your account by giving you 30 days' written notice.

10.3 We may change these terms by giving you at least 30 days' written notice. Changes apply only to orders placed after the change takes effect. If you do not accept a change, you may close your account before it takes effect, with no fee or penalty.

11. Disputed invoices

11.1 If you dispute an invoice, tell us in writing within 14 days of receiving it, with reasons. You must pay any part that is not disputed by the due date.

11.2 Both parties will try in good faith to resolve the dispute within 30 days before starting legal proceedings, except for urgent relief.

12. Change in your business

12.1 You must tell us in writing within 14 days of any change in your ownership, directors, partners, trustee, legal structure or contact details.

12.2 You remain liable for amounts owing until a change has been notified to us and the account has been settled or transferred with our written agreement.

13. General

13.1 Notices may be sent by email to the addresses in this application, or to any new address notified in writing.

13.2 This agreement may be signed electronically and in counterparts, as allowed by the *Electronic Transactions Act 2000* (NSW).

13.3 If any part of these terms is invalid or unenforceable, it is severed and the rest remains in force.

13.4 A failure or delay by either party to exercise a right is not a waiver of that right.

13.5 These terms are governed by the law of New South Wales. Both parties submit to the courts of New South Wales.

Part F - Privacy and credit information consent

We collect personal information in this form to assess your application, manage your account and recover debts. We handle it under the *Privacy Act 1988* (Cth) and our Privacy Policy at ltegear.com.au. If you do not provide it, we may not be able to open an account.

Each individual who signs this form (as a sole trader, partner, director or guarantor) agrees that LTEGear may:

1. obtain a consumer credit report and commercial credit information about them from a credit reporting body, such as Equifax, illion or Experian, to assess this application for commercial credit or their suitability as a guarantor;
2. exchange information with the trade referees in Part C, and with other credit providers named in this form, about the applicant's creditworthiness and payment history;
3. use and disclose the information to collect overdue amounts, including to a debt collector or lawyer; and
4. disclose information about overdue payments to a credit reporting body, to the extent Part IIIA of the Privacy Act allows.

You may ask to see or correct the personal information we hold about you by emailing sales@ltegear.com.au. Our Privacy Policy explains how to make a complaint and how we will deal with it.

Part G - Guarantee and indemnity

Required when the applicant is a company or a trust. Each director (or each director of the trustee) signs as a guarantor. We recommend each guarantor gets independent legal advice before signing.

In return for LTEGear supplying Goods to the Customer on credit, each guarantor named below:

1. guarantees that the Customer will pay all amounts it owes LTEGear under Part E, when they are due;
2. agrees to pay LTEGear any such amount within 14 days of a written demand, if the Customer has not paid it;
3. indemnifies LTEGear against any loss caused by the Customer's failure to pay, including if the Customer's obligations are unenforceable for any reason;
4. agrees that this is a continuing guarantee, and that guarantors are liable jointly and each individually;
5. agrees that the guarantee is not affected by any time or concession given to the Customer, or by a change to the credit limit; and
6. may end the guarantee for future supplies by written notice to LTEGear. The guarantor remains liable for amounts owing at the date we receive the notice.

	Guarantor 1	Guarantor 2
Full name		
Residential address		
Signature		
Date		
Witness name		
Witness signature		

Part H - Declaration and signatures

By signing, the applicant and each signatory declare that:

1. the information in this application is true and complete;
2. the account is for business purposes only, not for personal, domestic or household use;
3. they have read and agree to the Terms and Conditions of Credit in Part E, which form part of this application;
4. they consent to the collection, use and disclosure of personal information as set out in Part F; and
5. they are authorised to sign on behalf of the applicant.

A company signs under section 127 of the *Corporations Act 2001* (Cth), by two directors, or a director and company secretary, or the sole director.

	Signatory 1	Signatory 2
Full name		
Position		
Signature		
Date		

Office use only

Application received	
ABN / ACN checked	
Credit check completed	
Trade references checked	
Credit limit approved (AUD inc GST)	
PPSR financing statement registered (before first delivery)	
Approved by	
Date approved	
Approval letter with credit limit sent	