



New Business Application

** please complete all fields and print to sign*

Legal Business Name _____

Trading Name _____

ABN _____

Date Business Started _____

Billing Address _____

City _____

Postcode _____

Shipping Address _____

City _____

Postcode _____

Contact Name _____

Phone _____

Email (accounts) _____

Email (sales) _____

Bank _____

Bank Phone _____

Accept Back Orders? Yes No

Residential? Yes No

Highest Credit Limit _____ Credit Requested _____ Payment Type _____

REFEREES

Business Name	Annual Volume	City / State	Phone

AMK Enterprises Pty Ltd Credit Policy

Payment for invoice/s is to be received at Remittance Address WITHIN 30 DAYS OF INVOICE DATE. Accounts 31 days or older will be considered delinquent and subject to review of credit privileges and possible collection action. If collection is made by suit or otherwise, the undersigned Company agrees to pay all collection costs including reasonable lawyers' fees. The undersigned Company agrees that it will not deduct from any invoice payments, regardless of potential exempt status for claims, and agrees that all payment obligations to AMK ENTERPRISES PT LTD shall not be subject to receipt of payment from any other party. All claims must be handled separately from invoice payments and claims must be filled in writing with AMK ENTERPRISES PTY LTD within 10 days of receiving the merchandise.

The undersigned company has read the above Credit Policy and agrees to abide by its terms and conditions.

Company Name _____ Phone _____ Date _____

Authorised Signature _____ Name _____ Title _____

Scan completed & signed application and send to accounts@amke.com.au
 Remittance address: AMK ENTERPRISES PTY LTD, PO Box 3201, Norman Park QLD 4170
 Direct Deposit: ANZ Carindale | BSB 014-221 AC 108887395

Office use only

Division _____ Terms _____ Cust Type _____ Pricing Level _____

Sales Rep _____ Approved Credit Line _____ Approved By _____

Credit Approval Date _____ Entry Date _____ By _____

Terms and Conditions of Sale & Account

1. The word Company shall mean AMK Enterprises Pty Ltd ABN 46 104 899 470.
2. The word Customer shall mean the person/entity named in this form/letter/invoice.
3. Quotations received by the Customer from the Company, forms part of the terms and conditions of sale.
4. In these conditions of sale, the singular shall include the plural and vice versa and reference to one gender shall include all other genders as the case requires.
5. If the Quotation received by the Customer includes a cost for freight, this cost is to be included in the invoicing by the Company and payment by the Customer.
6. The Company makes no express warranty under this agreement except to the extent under the quotations given to the Customer from the Company.
7. Any order accepted by the Company from the Customer is accepted under these terms only, unless expressly consented to in writing by the Company to the Customer. The Customer agrees that supply of goods and services to the Customer does not show consent by the Company to any other terms than the terms herein, unless expressly agreed to in writing by the Company.
8. The Customer is not entitled to use or rely on the credit facilities until it receives a written notice to that effect from the Company stating the facility has been granted.
9. The Customer will pay monies owing to the Company in full when those monies fall due. The Company reserves the right to charge interest on part or all of any account which remains unpaid after the due date at the ANZ Bank's overdraft rate applying at that time plus 4% and any costs associated with collecting the outstanding amount owing.
10. Property in goods supplied shall remain with the Company until the full invoiced amount due to the Company has been paid. Until payment in full is received the Customer holds the goods as a fiduciary agent and bailee for the Company. If the Customer fails to pay the full invoiced amount when due or exceeds their given credit limit and fails to reduce their debt to be within the given credit limit, under this agreement or under any other agreement between the parties whether already in existence or yet to be entered into, or has a liquidator, receiver or mortgagee's agent appointed to it or enters into any scheme of arrangement with its creditors or any form of insolvency administration, then the Company may without prejudice to any other rights and without liability to any person, in trespass or otherwise, enter the premises where the goods are located and recover possession of the goods. The Customer indemnifies the Company against any claim or liability arising out of the Company enforcing its rights under this clause.
11. The Company may, in its absolute discretion, cancel the credit facilities entirely or reduce the customers approved credit limit at any time without prior notice.
12. Delivery dates are forecasted as accurately as possible and every endeavour will be made to affect delivery by the said delivery date, but may be subject to extensions without notice due to unforeseen delays caused by strikes, lockouts, breakdowns, and accidents, delays in transport or in obtaining supplies, act of God, war, fire and other causes beyond the Company's control.
13. The Customer will indemnify the Company to fullest extent permitted by law, the Company will accept no responsibility for any loss of profits or damage arising out of non delivery or failure to deliver the goods by the delivery date or no fitness for the purpose of any goods sold, unless previously agreed in writing.
14. The Customer agrees that, unless expressly agreed by the Company in writing, it has made its own enquiries in relation to the suitability of the goods and does not rely on representations by the Company in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.
15. The Customer must advise the Company in writing of any changes in its business structure shown in this application and such change must be acknowledged and accepted in writing by the Company.

16. If the Customer fails to observe either of the above terms or has made a representation to us or given us information, which is untrue, whether under this agreement or in the future, then credit facilities may be withdrawn and all charges made to the Customer's account will become due immediately.
17. If anyone or more of the provisions contained in these terms and conditions shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall be construed to have never been contained herein. Such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.
18. These terms and conditions are governed by the laws in force in Queensland. The Customer submits to the jurisdiction of the courts in Queensland.
19. Returns must be made by the Customer within 10 days of date of purchase.
20. If claims for returns are not made within this time, no credit will be issued and a restocking fee of 15% will be incurred by the Customer.
21. The Customer agrees that all stock returned will be in a resalable condition and subject to testing by AMK Enterprises Pty Ltd.
22. The Company will perform returns checks and reconcile stock, once these have been performed and agreed upon, the Company will issue the Customer with an adjustment notice.