



## Credit Application and Terms of Trade

AUSTRAL ASIA APPAREL GROUP PTY LTD (ACN 099 780 766)  
"DADA&CO APPAREL GROUP" VIC B2059136S  
1st Floor, 92 Islington St. Collingwood VIC 3066  
TEL: (03)9417 3536 FAX: (03)9417 6062  
EMAIL: info@dadaco.com.au

Nature of Organisation:

Sole Trader  Partnership  Proprietary Company  Trust  Other  \_\_\_\_\_

Customer's Trade Name: \_\_\_\_\_

Legal Owner: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Mobile: ( ) \_\_\_\_\_

E-Mail: \_\_\_\_\_ ABN Number: \_\_\_\_\_

Details of Partners (if Partnership)	Details of Directors (If Proprietary Company)
1. Full Name: _____	1. Full Name: _____
Home Address: _____	Home Address: _____
Home Phone: _____	Home Phone: _____
2. Full Name: _____	2. Full Name: _____
Home Address: _____	Home Address: _____
Home Phone: _____	Home Phone: _____

Contact Person for Accounts:.....

Trade References of Customer: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

- 1. \_\_\_\_\_ Phone No: .....
- 2. \_\_\_\_\_ Phone No: .....
- 3. \_\_\_\_\_ Phone No: .....

Credit Limit Requested:\$.....per month (Credit may not be granted or may be withdrawn.)

Terms of trade apply to this application and to each and every invoice for goods purchased from Dada & Co.

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to your credit inquiries. I have read and understand the TERMS OF TRADE AND CONDITIONS OF CONTRACT of Dada & Co which form part of this Credit application and are to be read in conjunction with this Credit Application and the Customer agrees to be bound by all these terms and conditions.

Executed for the Customer: \_\_\_\_\_ Date:.....  
(Proprietor / Partner / Director / Authorised Signatory)

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_



**Terms of Trade-Conditions of Contract**

1. Payment of each invoice must be made in full by the end of the next month after the date of that invoice or that amount owing becomes overdue. GST is extra and is payable.
2. Our delivery dates are estimates only and we will use reasonable endeavours to deliver all orders received in full and within a reasonable time frame as agreed. Therefore, we shall not accept any liability for delayed delivery or non-delivery of goods ordered.
3. Interest shall be paid on all overdue amounts from the date of the invoice at the rate of 2% per month or part thereof accruing daily.
4. The customer hereby agrees to accept a reasonable small order handling fee on all invoices that are below a value to be determined from time to time by Dada & Co.
5. No account shall be deemed to be paid unless paid by cash or bank cheque or until the customer's cheque has been paid by the customer's bank.
6. The customer hereby gives Dada & Co. the authority to make enquiries as to the credit and financial responsibilities or worthiness of the customer and/or the Partners or Directors as required.
7. Property in any goods supplied to the customer shall not pass until the price thereof has been paid in full. Until the customer has paid for the goods in full, the customer agrees to hold the said goods as bailee for Dada & Co. If payment is not made pursuant to the terms hereof, or if any monies are overdue, or if the customer ceases to carry on business, or commits an act of bankruptcy or makes an assignment for the benefit of creditors, or if customer is a company, an administrator or receiver or liquidator is appointed or an application is made for its winding-up, then Dada & Co may recover and resell the goods at its discretion and may enter the customer's premises for that purpose without in any way being liable to the customer.
8. The customer shall be liable for the price of all goods supplied on the order of any employee or agent of the customer, whether or not such order was authorised by the customer.
9. No goods will be accepted for return unless authorised in writing by Dada & Co. prior to shipment, properly packaged, and will be subject to a handling charge.
10. Claims for missing or incorrect deliveries must be advised in writing within 7 days of receipt of goods, and no allowances will be made for short delivery or damages unless advised in writing within 3 days of receipt of goods.
11. The customer irrevocably submits to the jurisdiction of the Law, Tribunals and Courts of Victoria for the purpose of determining any disputes arising out of these terms and conditions and arising out of any contract made between the customer and Dada & Co.
12. If you are a private company, we may require a personal guarantee from your directors and shareholders as security for the credit that we may give you.

The customer declares that the information recorded on this Application is true and correct in every particular and understands and agrees with the above Terms of Trade and Conditions of Contract.

.....(Insert Name:-.....)  
Signed as a legally binding agreement with Dada & Co for and on behalf of the Customer.

Date:- This.....day of.....2008.

**GUARANTEE TO AUSTRAL ASIA APPAREL GROUP PTY LTD (ACN 099 780 766)  
TRADING AS DADA & CO ("Dada & Co") ON BEHALF OF THE CUSTOMER ("Customer")  
REFERRED TO IN THE TERMS OF TRADE AND CONDITONS OF CONTRACT("Terms")**

1. Any person signing or executing as a Guarantor below is a Guarantor to Dada & Co of all of the Customer's obligations and liabilities arising from the Terms.
2. The Guarantor acknowledges that it is a condition of the Terms that the Guarantor may provide this Guarantee.
3. The Guarantor guarantees to Dada & Co the payment of all monies and the performance by the Customer of all of the Customer's covenants, warranties, responsibilities and obligations under the Terms and acknowledges that the Guarantor is a debtor to Dada & Co as a result of this Guarantee, not just a surety.
4. If the Customer makes any breach or default under the Terms, the Guarantor covenants with Dada & Co that the Guarantor shall rectify any breach or default by the Customer and/or pay to Dada & Co all of Dada & Co's costs expenses interest monies losses or damages of any nature whatsoever relating to touching upon or arising out of the Customer's breaches or defaults under the Terms.
5. This Guarantee shall be a continuing irrevocable Guarantee which shall not be released or affected by the Customer having judgment entered against it, becoming insolvent or being released from liability for any reason whatsoever or by any forbearance or indulgence by Dada & Co in enforcing any obligations of the Customer or any payment from the Customer.
6. In addition to the above Guarantee, the Guarantor charges all of their real estate in the Commonwealth of Australia to Dada & Co as security in support of this Guarantee and indemnifies and keeps indemnified Dada & Co from any losses or damages of any nature whatsoever which Dada & Co may suffer relating to or touching upon or arising out of any preferential payments, breaches or defaults by the Customer under the Terms.
7. In the event that more than one Guarantor signs this Guarantee, they shall be bound jointly and severally and shall remain bound even if any other Guarantor named in the Terms does not sign, has judgment entered against them or is released or partially released from any obligations by Dada & Co.
8. This Guarantee is executed as a Deed and may be executed in counterparts, it may be relied upon by Dada & Co and is governed by the laws and courts of the State of Victoria and is binding upon the estate and legal personal representatives of the Guarantor and shall be interpreted so that the singular includes the plural tense and so that a reference to a natural person includes a corporation and vice versa.

Executed as a Deed this.....day of.....2008

*\* WARNING: THE GUARANTORS ACKNOWLEDGE BY SIGNING THIS GUARANTEE THAT THEY HAVE BEEN ADVISED TO OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE PRIOR TO SIGNING THIS GUARANTEE.*

**NAME OF THE CUSTOMER.....(PLEASE INSERT)**

**SIGNED SEALED AND DELIVERED** by the Guarantor

in the presence of: .....  
Signed by Guarantor

.....

Signed by Witness

**SIGNED SEALED AND DELIVERED** by the Guarantor

in the presence of: .....  
Signed by Guarantor

.....

Signed by Witness