



## APPLICATION FOR TRADING ACCOUNT

**W.E.S.S. by GLOBAL WELDING TECHNOLOGIES GROUP PTY, LTD**

A.C.N 634 066 452 - A.B.N. 67 634 066 452

107 CORMACK ROAD, WINGFIELD S.A. 5013

**SALES, SERVICE, HIRE - PHONE: (08) 8243 2200 EMAIL: [sales@wess.com.au](mailto:sales@wess.com.au)**

**ACCOUNTS - PHONE (08) 8243 2200 EMAIL: [accounts@wess.com.au](mailto:accounts@wess.com.au)**

**ATA DOC October 2020**

### APPLICATION TYPE (please x the box)

<b>End User</b>	<b>Distributor/Reseller</b>
-----------------	-----------------------------

BUSINESS OPERATES AS:  COMPANY  TRUSTEE  SOLE TRADER  PARTNERSHIP

BUSINESS / COMPANY NAME .....

TRADING NAME .....

NAME OF TRUST AND TRUSTEE (if applicable).....

A.B.N.:..... A.C.N.:.....

BUSINESS/STREET ADDRESS.....

ADDRESS FOR ACCOUNTS .....

ACCOUNTS EMAIL ..... PHONE.....

TYPE OF BUSINESS ..... WEBSITE.....

LENGTH OF TIME IN BUSINESS..... PRIOR BUSINESS NAME IF APPLICABLE.....

ESTIMATED SPEND PER MONTH \$..... CREDIT AMOUNT REQUESTED \$.....

**Enter details for all Directors, Trustees, Sole Traders and Business Partners**

(1) Full Name: .....	(2) Full Name: .....
D.O.B: .....	D.O.B: .....
Driver's Licence No: .....	Driver's Licence No: .....
Telephone:.....	Telephone:.....
Residential Address: .....	Residential Address: .....
.....	.....
Postcode .....	Postcode .....

**Trade References (with whom the Applicant has a Trading Account)**

Business/Company Name	Address	Contact name and phone number
1.		
2.		
3.		

Signed for and on behalf of the applicant:

.....

(Signature)

(Printed Name)

(Position within the company)



## TRADING ACCOUNT TERMS AND CONDITIONS

1. In these Account Terms:

**Account Customer** means the person or entity who has applied for a Trading Account.

**Account Terms** means these Trading Account Terms and Conditions.

**Application** means this application for a Trading Account.

**Property** means all property in which the Account Customer has a legal and/or equitable interest now or in the future, solely or jointly, and includes, but is not limited to, any real property, cash, uncalled capital, capital which has been called but unpaid, any choses in action, goodwill, stock, book debts and trade debtors.

**Terms of Trade** means the Standard Terms and Conditions which can be downloaded at: [www.wess.com.au](http://www.wess.com.au)

**Trading Account** means the commercial trading account provided by WESS under the Account Terms once the Application is accepted by WESS.

**WESS** means Global Welding Technologies Group Pty Ltd trading as WESS ACN 634 066 452.

2. The Account Customer applies to WESS to purchase goods and / or services on payment terms. Any order placed by the Account Customer is deemed to be an order incorporating these Account Terms and the Terms of Trade. WESS may accept the Application in its sole discretion either by accepting such an order or by notifying the Account Customer in writing (whichever occurs first).
3. The Account Customer authorises WESS to:
  - a. open on its books a Trading Account in the Account Customer's name;
  - b. debit to that Trading Account the price of the goods and / or services supplied to the Account Customer and all other amounts owing by the Account Customer to WESS; and
  - c. invoice the Account Customer for any or all amounts owing to WESS under that Trading Account.
4. The Account Customer has no entitlement to order goods and / or services and WESS may, in its sole discretion, reject any order (in whole or in part).
5. If the Account Customer does not pay any amounts owing to WESS as and when they fall due, WESS may immediately terminate the Trading Account and require immediate payment of the balance of the Trading Account and enforce its rights under any security granted to WESS by the Account Customer.
6. The Account Customer must not assert any right of set-off against WESS and must pay all sums due and payable without deduction.
7. A certificate signed by an authorised officer of WESS, stating the sum due and owing by the Account Customer to WESS at the date specified in the certificate shall be a conclusive statement and will be binding on the parties in the absence of a manifest error.
8. The Account Customer must immediately inform WESS by notice in writing of:
  - a. any change in ownership, operation, office-holding or structure of the Account Customer or in the Account Customer's business; and
  - b. any event, circumstance or matter which renders the information provided in the Application incorrect, incomplete or misleading at any time during the operation of the Trading Account, and must, at the same time, provide the correct or additional information.
9. The Account Customer charges all of the Account Customer's right, title and interest in all present and after acquired Property (Collateral) to WESS to secure the punctual payment of all amounts due and payable at any time under the Trading Account (Secured Monies). The Account Customer consents to WESS lodging a caveat or

caveats or to registering, perfecting and maintaining WESS Security Interest under the PPSA to note WESS interest in the Collateral under this clause. On demand by WESS, the Account Customer must immediately provide any information, or do any action required by WESS, including executing a mortgage and/or any other instrument of security, in terms satisfactory to WESS to further punctual payment of the Secured Monies. The Account Customer hereby irrevocably appoints WESS and any person nominated by WESS severally as the attorney of the Account Customer with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

10. For the purposes of assessing this Application, and in accordance with the Privacy Act 1988 (Cth), the Account Customer:
  - a. authorises WESS to use the information provided in the Application to assess the Application;
  - b. authorises WESS and its agents to make such enquiries as WESS deems necessary from persons nominated by the Account Customer as trade references;
  - c. consents to the trade references providing any information they may legally give, including a credit report containing personal credit information about the Account Customer and its directors and officers;
  - d. consents to WESS disclosing personal information it collects to a credit reporting agency; and
  - e. consents to WESS disclosing personal information it collects to its insurance brokers and / or insurance underwriters for the purpose of providing WESS with insurance;
  - f. authorises WESS to obtain information about their personal or commercial credit-worthiness from any other credit provider and credit reporting agency;
  - g. authorises WESS to use, disclose or exchange with other credit providers information about personal or commercial credit arrangements, monitor credit worthiness and collect overdue accounts; and
  - h. authorises WESS to disclose the contents of a credit report by a credit reporting agency to WESS' solicitors or mercantile agents.
11. By signing the Application, the Account Customer:
  - a. declares that all information provided in the Application is true and correct and that no relevant information in regard to the Account Customer's credit-worthiness has been withheld;
  - b. acknowledges that it has reviewed and agrees to be bound by these Account Terms and the Terms of Trade; and
  - c. agrees to enter into or procure the entry of any guarantees, securities or the like if and when required by WESS to secure the payment of all outstanding amounts for the provision of goods and / or services to the Account Customer.
12. WESS may amend these Account Terms from time to time by notice to the Account Customer and the Account Customer is deemed to have accepted any such amendment by continuing to place orders to purchase goods and / or services from WESS. If these Account Terms are deemed a Small Business Contract, the Account Customer may consider the variation and, if not acceptable, may elect not to proceed with the purchase of goods and / or services before the date of the variation, but which are intended to be subject to the variation. The Account Customer must notify WESS of its election not to proceed in writing.
13. The validity, interpretation, enforceability, and performance of these Account Terms is governed by and must be construed in accordance with the laws applicable in South Australia and each of the Account Customer and WESS irrevocably submits to the non-exclusive jurisdiction of the courts of that State.
14. If a provision of these Account Terms would, but for this clause, be unenforceable, that provision must be read down to the extent necessary to avoid that result and, if the provision cannot be read down, must be severed without altering the validity and enforceability of the remainder of these Account Terms.