



A division of Oakcase Pty Ltd
ABN 60 053 966 733

20/322 Annangrove Road
Rouse Hill NSW 2155
AUSTRALIA
Phone: (02) 9679 2829 *Fax: (02) 9679 0775
Email: enquiries@oksafety.com.au
sales@oksafety.com.au
thomson@oksafety.com.au
melina@oksafety.com.au

Terms and Conditions of Credit

The Applicant warrants that the information provided is accurate, correct and complete and is supplied for the purpose of obtaining credit.

The person/s signing below warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on its behalf.

1. The applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Oakcase Pty Ltd ABN 60 053 966 733 (“O.K. Safety”) stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any goods that are supplied by O.K. Safety to the Applicant shall be on basis of cash upon delivery.
2. The parties agree that if, prior to formally approving credit, O.K. Safety grants to the Applicant time to pay for any goods supplied, it does so on these terms and conditions.
3. In the event of O.K. Safety granting credit facilities to the Applicant then:-
 - a. All accounts are to be settled in full within the agreed trading terms noted on the O.K. Safety statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
 - b. Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to O.K. Safety shall immediately become due and payable.
 - c. Any expense and/or costs or disbursements incurred by O.K. Safety in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant.
 - d. It is expressly understood and agreed that this credit arrangement may be terminated at any time by O.K. Safety. In that event, all monies owing to O.K. Safety will be immediately due and payable.
 - e. O.K. Safety may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as O.K. Safety shall in its discretion think fit. O.K. Safety shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.
4. Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to O.K. Safety.



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5. The Applicant will notify O.K. Safety no later than 14 days after any change of ownership, change in its particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition to the Applicant's internal structure and senior management.
6. The Applicant and, in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to O.K. Safety obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist O.K. Safety in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorises and consents to O.K. Safety obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph "report" and "information" include any credit report originating from a credit reporting agency or any other record or information that has bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.
7. The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.
8. The terms and conditions of trade are expressly incorporated into these terms and conditions of credit and shall apply in respect of all sales made to the Applicant.