

MUSIC CONNECTION

HEAD OFFICE: 249 MAGILL ROAD, MAYLANDS SA 5069

PH: (08) 8331 8920 FAX: (08) 8331 8960

APPLICATION FOR CREDIT ACCOUNT

NAME OF APPLICANT

TRADING AS:

Reg No Business / Co

Company ACN/ABN.....

Partnership Sole Trader

Please enclose photocopy of business registration certificate

BUSINESS ADDRESS.....

.....POST CODE.....

PHONE FAX.....

BUSINESS PREMISES: Wholly owned Mortgage

Mortgage held by

Estimated value: \$..... if rented: Periodyrs Rental: \$..... mth

PARTICULARS OF PROPRIETORS OR DIRECTORS: (Two required unless sole trader)

DIRECTOR / PROPRIETOR (1)

NAME

RESIDENTIAL ADDRESS

Wholly owned Mortgage

Mortgage held by.....

Estimated value: \$..... if rented: Period yrs Rental: \$..... mth

Drivers License No

DIRECTOR / PROPRIETOR (2)

NAME

RESIDENTIAL ADDRESS

Wholly owned Mortgage

Mortgage held by

Estimated value: \$..... if rented: Period yrs Rental: \$..... mth

Drivers License No

TRADE REFERENCES

1 COMPANYPHONE.....

2 COMPANYPHONE.....

3 COMPANYPHONE.....

BANKER.....BRANCH.....

In the event that Music Connection grants credit to the applicant, the applicant hereby agrees to be bound by the trading terms set out on the back of this form. The applicant acknowledges that Music Connection has the right at any time to vary such trading terms and the applicant agrees to be bound by such varied trading terms.

SIGNED DATE.....

IF A COMPANY, TITLE

SIGNED DATE.....

IF A COMPANY, TITLE

BOTH SIDES OF THIS APPLICATION TO BE SIGNED INCLUDING DEED OF GUARANTEE

DEED OF GUARANTEE

This Deed made the day of

..... 19 hereby

I/Weof

.....
in consideration of Music Connection extending or agreeing to extend credit to

.....
in accordance with Music Connection's terms of trading as may from time to time be varied do hereby jointly and severally guarantee the due performance of those terms and conditions on the part of

.....
In the event of not duly and punctually performing its obligations under the said term.

Music Connection shall be entitled to exercise all or any of its rights arising under the said terms against me/us personally. This guarantee shall be without prejudice to Music Connection's rights as against

.....
pursuant to the said agreement.

In witness whereof the Guarantor has executed these presents the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED

by the Guarantor in the presence of :

Witness..... Guarantor Guarantor

Credit Limit Required on Music Connection Account \$

Office use only

Limit Approved \$ **Signed by**

TRADING TERMS

PASSING OF PROPRIETARY

The title off all products supplied by MUSIC CONNECTION to the dealer, shall remain the property of MUSIC CONNECTION until such time as all sums owing to MUSIC CONNECTION are paid in full.

PRICES

Dealers will be invoiced at the prevailing recommended retail price, less the regular MUSIC CONNECTION trade discount plus GST. All prices are subject to change without notice, and all merchandise will be invoiced at the price prevailing at the date of dispatch.

PAYMENT TERMS

CREDIT APPROVED ACCOUNTS

Goods are supplied to all MUSIC CONNECTION credit approved accounts on the understanding that payment will be made in 30 days from date of statement.

NON CREDIT ACCOUNT SALES... Payment must be made prior to the goods being dispatched from our warehouse.

SERVICE FEE... A service fee will be charged on all overdue balances.

COLLECTION EXPENSES

All expenses including any legal costs and disbursements on a solicitor client basis incurred by MUSIC CONNECTION in collection of overdue accounts will be payable in full by the Dealer.

FREIGHT

All orders are shipped Ex-Warehouse. Dealer is responsible for all FREIGHT COSTS.

Freight will be charged in all instances either at MUSIC CONNECTION'S scheduled freight rates, freight carrier or by the customers referred carrier on a freight collect basis. Goods should be inspected on receipt, and the amount of cartons received should be checked against the delivery drivers consignment note. MUSIC CONNECTION will not accept responsibility for missing cartons if the receiver has signed the consignment note without noting discrepancies.

INSURANCE

Our Trading Terms are Ex-Warehouse. Dealer assumes direct responsibility for merchandise immediately the shipment departs our Warehouse. To protect your interests a nominal charge based on the value of the shipment will be made to cover transit damage. Claims for such damage are to be made within 7 days from receipt of goods. The date of delivery will be determined by the date shown on the Carrier's consignment note or similar receipt of delivery.

GOODS RETURNED

In those cases where stock is returned to MUSIC CONNECTION, credit will only be issued under the following conditions:

1. An authorisation return number must be obtained from MUSIC CONNECTION, prior to the return of any goods for any reason what so ever.
2. The authorisation return number must be visibly displayed on the carton or goods will not be accepted by our warehouse staff.
3. Invoice number and date of purchase must be provided by the purchaser before a credit or repair can be processed.
4. **FAULTY PRODUCTS:** In this case claims will only be recognised if lodged within 7 days.
5. **TRANSIT DAMAGE:** In this case claims will only be recognised if lodged within 7 days of receipt of goods.
6. **STOCK RETURNED AFTER 30 DAYS:** Will be subject to a discount of 15% of the purchase value.
7. **STOCK RETURNED AFTER 60 DAYS:** Will be subject to a discount of 20% of the purchase value.
8. Returns will not be accepted for goods in the following condition:
 - a) Soiled, marked, used or otherwise damaged.
 - b) Opened or damaged packaging.
 - c) Incomplete product (includes instruction manuals).
9. MUSIC CONNECTION reserves the right to return at customers expense, goods not complying with this return goods policy.

BACK ORDERS

Product which is unavailable at the time of order will be placed on back order and be despatched immediately the product received in MUSIC CONNECTION'S warehouse. If a customer does not require product to be back ordered MUSIC CONNECTION must be notified in writing, at which time we will no longer accept back orders for any product.

I agree to all the above trading terms.

SIGNATURE.....

DATE.....