



P 1300 998 150
 FAX +61 2 9436 1064
 E finance@ugames.com.au
www.ugames.com.au

U. Games Australia Pty Ltd
 ABN 48 078 248 049
 Level 1, 10 Willoughby Rd
 CROWS NEST NSW 2065 AUSTRALIA
 PO BOX 296
 ST LEONARDS NSW 1590 AUSTRALIA

NEW ACCOUNT CREDIT APPLICATION

TRADING NAME							
ABN				ACN			
YEARS TRADING UNDER THIS NAME				YEARS OWNED			
BUSINESS ADDRESS					POSTCODE		
PHONE ()				FAX ()			

PLEASE TICK ONE SOLE TRADER REGISTERED COMPANY PARTNERSHIP

REGISTERED COMPANY NAME (where applicable)							
REGISTERED ADDRESS							
PRINCIPAL CONTACT							
WEBSITE				EMAIL			
BUSINESS ADDRESS					POSTCODE		
PHONE ()				FAX ()			
BANK, BRANCH & ACCOUNT NUMBER							

Owner's &/or Director's Information

NAME			
PRIVATE ADDRESS			
POSTCODE	PHONE		
DRIVER'S LICENSE	D.O.B.		

NAME			
PRIVATE ADDRESS			
POSTCODE	PHONE		
DRIVER'S LICENSE	D.O.B.		

TRADE REFERENCES

Please provide names, addresses and phone numbers of 5 current references.

	NAME	ADDRESS	PHONE
1			
2			
3			
4			
5			

TRADING TERMS

Please read the [Trading Terms Agreement](#) overleaf before signing.

I/We certify that I/we are authorised to sign this form on behalf of the Applicant and that the information given is correct. I/We further certify that the conditions and terms overleaf have been read and understood and that I/We agree to abide by these terms and conditions.

SIGNATURE		SIGNATURE	
NAME		NAME	
POSITION		POSITION	
DATE		DATE	

DEED OF GUARANTEE

Please read the [Deed of Guarantee](#) terms overleaf before signing.

To U. Games Australia Pty Ltd of Level 1, 10 Willoughby Rd, Crows Nest NSW 2065 Australia, in consideration of your agreeing to supply the Applicant detailed above with goods or credit, I hereby agree to the terms of the Deed of Guarantee overleaf.

GUARANTOR'S SIGNATURE		GUARANTOR'S SIGNATURE	
CAPACITY (director / secretary / owner)		CAPACITY (director / secretary / owner)	
NAME		NAME	
WITNESS SIGNATURE		WITNESS SIGNATURE	
WITNESS NAME		WITNESS NAME	

NOTE: Approval may be granted on a faxed/e-mailed copy of this form, however, the original must be received by U. Games Australia Pty Ltd within (7) days of faxing/e-mailing, or credit will be revoked.

TRADING TERMS AGREEMENT

I/We do hereby request U. Games Australia Pty Ltd to open a credit account and provide the enclosed information in support hereof.

I/We understand that the payment terms are strictly 30 days net from invoice date.

I/We understand Visa or Mastercard will be accepted for account payments. I/We further understand that such payments will be subject to a 1.0% fee to offset bank costs.

I/We agree that U. Games Australia Pty Ltd shall retain the title to goods supplied until all monies owing for those or any other goods supplied are received in full, and that they reserve the right to recover said goods from me/ourselves at any time. The risk in goods passes to the customer at the point of delivery.

I/We agree that a finance charge of 1.5% per month or maximum allowed by law, whichever is less, will be applied on balances past due may be charged to my/our account at the discretion of U. Games Australia Pty Ltd.

I/We further agree that an overdue account will be placed on a pro-forma basis until the account is corrected. Accounts more than ninety (90) days overdue will be charged a 20% collection fee and be turned over to a mercantile agent for collection. In the event of default of said payment of account within ninety (90) days all debt recovery costs including legal costs on a solicitor/own client basis and any mercantile agent costs shall be deemed to be part of the indebtedness of myself/ourselves to U. Games Australia Pty Ltd.

I/We also agree that no returns will be accepted by U. Games Australia Pty Ltd without prior authorisation by said company. In the event of any goods being found faulty due to manufacturing defect, U. Games Australia Pty Ltd will, at its option, replace the goods or such part of them which shall be found to be defective – or alternatively, at its option, give credit for same.

I/We understand that initial orders placed must be pre-paid.

I/We further understand that to receive orders free into store (FIS), the following minimum wholesale order values (respective of state/territory), on in stock items, must be met.
Over \$300 ex. GST [NSW, ACT, VIC, QLD, SA]. Over \$500 ex. GST [TAS, NT, WA].
Orders under the minimum wholesale value on in stock items will attract a freight/administration fee as follows, plus GST: NSW & ACT \$25.00 / QLD \$30.00 / VIC \$30.00 / SA \$35.00 / NT \$35.00 / WA \$40.00 / TAS \$40.00.

I/We understand that U. Games Australia Pty Ltd reserves the right to recover all cartage costs where goods are not accepted and cancellation of order has not been notified in writing. Any claim for short delivery must be made within seven (7) days of receipt, otherwise all rights are forfeited.

I/We understand that by agreeing to these terms U. Games Australia may contact you and your business via mail, text, phone and email with regards to any of our products and services.

To enable proper assessment of this credit application and compliance with the relevant sections of the Privacy Act:

- I/We acknowledge that certain items of information in this application may be given to a credit-reporting agency.
- I/We hereby give permission for U. Games Australia Pty Ltd to obtain consumer or commercial information permitted by the Act from a credit reporting agency and to use such information in order to assess my/our application for credit. This permission remains in force for the duration of my/our credit contract if my/our application is approved.
- I/We hereby give permission for U. Games Australia Pty Ltd to disclose all relevant credit information to the Credit Providers indicated in this application of named in my/our credit agency report.

U. Games Australia Pty Ltd reserves the right to refuse or terminate credit without notice.

I have read and agree to
U. Games Australia Trading
Terms Agreement

PLEASE
TICK

DEED OF GUARANTEE

THIS DEED WITNESSES THAT:

1. I/We shall be answerable and responsible to you for the due payment by the said Applicant for all such goods as you may from time to time supply to whether or not I/we have had notice of non-payment for such goods according to your terms.
2. This agreement shall be a continuing guarantee to you for debt whatsoever and wheresoever contracted by the said applicant with you in respect of goods to be supplied to it.
3. You are to at liberty without notice to me/us at any time and without in any way discharging me/us from any liability hereunder to grant time or other indulgences to the said Applicant and to accept payment from it in cash or by means or negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with it to you instead or being merely surety for it and I/we waive all and any of my/our rights as surety which may at any time be inconsistent with any of the above provisions.
4. In the event of default of said payment of account within ninety (90) days all debt recovery costs including legal costs on a solicitor/own client basis and any mercantile agent costs shall be deemed to be part of the indebtedness of myself/ourselves to you.
5. I/We also agree to charge my/our interest and estate in all land presently held or hereafter acquired by myself/ourselves so as to better secure the performance of the applicant of these terms and conditions and I/we hereby consents to the lodging of a Caveat(s) by you on all Certificate(s) of Title to any land so held by myself/ourselves.
6. I/We understand that this guarantee may be revoked by 30 days written notice provided that on the expiration of such period of notice all liabilities of the Applicant to U. Games Australia Pty Ltd have been discharged, otherwise shall remain in force until such liabilities are discharged.
7. In this agreement the singular includes the plural and vice versa; a reference to one gender includes the reference to any other gender and reference to a person includes reference to a corporation.
8. I/We understand that this Deed of Guarantee binds me/us personally for the payment of any and all accounts for goods purchased from U. Games Australia Pty Ltd, together with any legal personal representatives of the company, as well as any out of pocket expenses associated with the collection of any outstanding moneys.

I have read and agree to
U. Games Australia
Deed of Guarantee

PLEASE
TICK