



**CUSTOMER CREDIT APPLICATION FOR TRADE ACCOUNT**

615 Upper Brookfield Road  
 UPPER BROOKFIELD 4069  
 P | 1800 979 752  
 Return completed form to:

P.O. Box 40  
 KENMORE QLD  
 4069  
[accounts@thethirstynomad.com.au](mailto:accounts@thethirstynomad.com.au)

**Customer**

Trading Name			
Name of company, trust, person(s) or partnership operating business			
ABN			
Business Street Address			
Business Postal Address			
Accounts Payable Contact Person			
Date business commenced		Nature of business	

**Details of partner/director**

Name		DOB	
Address		Driver's Licence	
Title		Mobile	
Name		DOB	
Address		Driver's Licence	
Title		Mobile	

**Credit Limit**

Credit amount requested	\$	Credit Term requested (Please circle)	7 days 14 days 21 days 30 days
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**Thirsty Nomad Sales Contact**

Contact Name		Telephone	
Email			

**FOR COMPLETION BY THE SUPPLIER**

The Customer's credit application is accepted. Signed for and on behalf of the Supplier.

Customer ID			
Terms (please circle)	7 days	14 days	21 days 30 days
Limit	\$		
Approved			

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The Customer hereby applies for the opening of an account and provides the above information in support thereof.

I/We confirm that we have been given the opportunity to seek independent legal advice before signing this agreement.

I am/We are authorised to sign this credit application form on behalf of the Customer and the information given is true and correct to the best of my/our knowledge.

Signature	
Name (print)	
Position	
Date	

Signature	
Name (print)	
Position	
Date	

Signature	
Name (print)	
Position	
Date	

Signature	
Name (print)	
Position	
Date	

### Credit Terms operation

1. These credit terms including any credit limits set by The Thirsty Nomad Pty Ltd ABN 49 640 452 848 (Supplier) are effective from the date of approval by the Supplier of the Customer's credit application and may be amended or superseded from time to time by notice given by the Supplier by any means.

2. Unless or except specifically excluded by these terms, the Supplier and the Customer retain any rights and remedies available to them in any prior written agreement in respect of the sale of the goods, (together Goods).

3. Subject to clause 4 below, in the absence of any prior written agreement or other acknowledgment in writing this agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

4. Unless the Supplier and the Customer have otherwise agreed in writing, if the Customer is:

(a) purchasing new equipment from the Supplier, then the Supplier's Standard Sales Terms apply to the sale and can be found here:  
<https://thethirstynomad.com.au/terms-and-conditions/>

5. In applying for credit with the Supplier, the Customer acknowledges that any credit facility granted following this application will be subject to these terms and conditions of credit or subsequently varied by the Supplier at its discretion and notified to the Customer.

6. The Customer warrants that the information disclosed on its credit application is true and correct and undertakes to ensure that the Supplier is updated and advised in respect of any changes in that information in accordance with clause 33 and 34 of these credit terms.

### Payment terms

7. The terms of payment are either 7, 14, 21 or 30 days period as nominated by the supplier herein and attached to the Credit Application Form. Supplier may, at any time, upon the provision of 48 hours' written notice to the Customer, vary the terms and conditions of credit.

8. The Customer must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.

9. All payments required to be made by the Customer under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Customer in writing.

10. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Customer by the Supplier.

11. The interest rate on any outstanding debts is a fixed rate of 10 per cent per annum compounding and calculated daily.

### Jurisdiction

12. The Customer acknowledges and agrees that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.

13. The Customer acknowledges and agrees that any contract for the supply of Goods between the Supplier and the Customer is formed at the address of the Supplier.

14. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

### Risk

15. Risk of damage to or loss of the Goods passes to the Customer on delivery and the Customer must insure the Goods on or before delivery.

16. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquires.

17. If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

### **Retention of title**

18. Title in the Goods does not pass to the Customer until the Customer has made payment in full for the Goods and, further, until the Customer has made payment in full of all the other money owing by the Customer to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

19. Whilst the Customer has not paid for the Goods supplied in full at any time, the Customer agrees that property and title in the Goods will not pass to the Customer and the Supplier retains the legal and equitable title in those Goods supplied and not yet sold.

20. Until payment in full has been made to the Supplier, the Customer will hold the Goods in a fiduciary capacity for the Supplier and agrees to store the Goods in such a manner that they can be identified as the property of the Supplier and will not mix the Goods with other similar Goods.

21. The Customer will be entitled to sell the Goods in the ordinary course of its business, but until full payment for the Goods has been made to the Supplier, the Customer will sell as agent and bailee for the Supplier and the proceeds of sale of the Goods will be held by the Customer on trust for the Supplier absolutely.

### **Cancellation of these credit terms**

22. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.

23. Upon cancellation with notice, all liabilities incurred by the Customer become due and payable to the Supplier within seven (7) days.

24. Notwithstanding clause 22, if the Customer defaults in the payment of any amount due to the Supplier pursuant to this agreement and does not cure such default within ten (10) days after being given notice of such default, the Supplier may terminate this agreement (to be effective immediately) upon notice to the Customer.

25. Upon the withdrawal of credit in accordance with clause 22, or upon termination of this agreement in accordance with clause 24, all liabilities incurred by the Customer are due and payable to the Supplier immediately.

26. For the avoidance of doubt, termination of this agreement will not affect:  
(a) the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and

(b) the rights and/or obligations pursuant to this agreement which by their nature are intended to survive termination of this agreement.

### **Indemnity**

27. The Customer agrees to indemnify the Supplier and keep the Supplier indemnified against any claim that arises out of the Goods supplied under this agreement. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

### **Provision of further information**

28. The Customer must advise the Supplier of:

(a) if the Customer is a corporation (with the exception, of a publicly listed company), any change of control (Control), Control being defined by s50AA of the Corporations Act 2001 (Cth):

(b) If the Customer is not a corporation any change in the ownership or Control of the Customer:

(c) the occurrence of any insolvency event; or

(d) any step being taken to sell an asset or assets (separately or together having a value greater than twenty (20) percent in value of its gross assets), as soon as practicable or not later than within two (2) business days of such an event, change or step occurring.

### **Update regarding change**

29. The Customer must advise the Supplier in writing of the occurrence of any insolvency event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value greater than twenty (20) percent in value of its gross assets) as soon as practicable or not later than within two (2) business days of such event, change or step occurring.

30. The Customer acknowledges that, despite any such event, change or step the Customer remains liable to pay the price for all Goods or services supplied.

### **Capacity**

31. If the Customer is the trustee of a trust (whether disclosed to the Supplier or not), the Customer warrants to the Supplier that:

(a) the Customer enters into this agreement in both its capacity as trustee and in its personal capacity:

(b) the Customer has the right to be reasonably indemnified out of trust assets:

(c) the Customer has the power under the trust deed to sign this agreement; and

(d) the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.

32. The Customer must give the Supplier a copy of the trust deed upon request.

33. If the Customer enters into this agreement as partners, the Customer warrants that all of the partners have signed this agreement and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.

34. If the Customer is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

#### **Waiver**

35. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Customer must be made by the Customer's authorised officer in writing.

#### **Costs**

36. The Customer must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Customer under this agreement. The Customer must also pay for all stamp duty and other taxes payable on this agreement (if any).

37. The Customer will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.

#### **Taxes and duty**

38. The Customer must pay GST on any taxable supply made by the Supplier to the Customer under this agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.

39. If as a result of:

- (a) any legislation becoming applicable to the subject matter of this agreement; or
- (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration; the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay the Supplier these additional amounts on 48 hours' written demand.

#### **Miscellaneous**

40. The Supplier is not liable for any loss caused to the Customer by reason of pandemics, strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

41. In relation to the supply of Goods, the Supplier's liability is limited to:

- (a) replacing the Goods or supplying similar Goods;
- (b) repairing the Goods;
- (c) providing the cost for replacing the Goods or for acquiring equivalent Goods; and
- (d) providing the cost for having the Goods repaired.

42. In relation to the supply of services, the Supplier's liability is limited to:

- (a) supplying the service again; or
- (b) providing for the cost of having the services supplied again.

43. The Supplier is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer as a result of the Goods and/or services supplied under this agreement.

44. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Goods and/or services pursuant to this agreement of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

#### **Severance**

45. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

50. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

#### **Variation**

51. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Customer. The Customer will be provided with fourteen (14) days to accept the variation/s, failing which the variations may be deemed accepted by the Supplier.

52. Any proposed variation to these terms and conditions by the Customer must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

53. Variations requested by the Customer will only be binding upon the Supplier if they are accepted in writing.

**Privacy Act**

54. The Customer agrees to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 contained in this document

## PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications, and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Customer and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Customer and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate.
7. The Customer and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Customer and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.

The Supplier may provide personal information about the Customer and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Customer and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Customer's and/or Guarantor(s)' right to request limitations to the use of their information.

### Equifax Australia

Level 15, 100 Arthur Street  
NORTH SYDNEY NSW 2060  
Tel: 1300 921 621

### Creditor Watch

Level 13, 109 Pitt Street  
SYDNEY NSW 2000  
Tel: 1300 501 312

### NCI

Level 2, 165 Grenfell St  
ADELAIDE SA 5000  
Tel: 1800 882 820

### Illion

Level 2, 143 Coronation Drive  
MILTON QLD 4064  
Tel: 07 3360 0600

### Experian

Level 6, 549 St Kilda Road  
MELBOURNE VIC 3004  
Tel: 03 9699 0100

8. The Supplier may disclose Information to, and about them and the Customer and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
9. By reason of the Customer's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Customer's and/or Guarantor(s)' Information.
10. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
11. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Customer and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.