



ABN: 68 002 645 061
P.O. Box 6768 Blacktown DC NSW 2148 Australia
6 Woods Close Huntingwood NSW 2148 Australia
T: (02) 9672 7888 **F:** (02) 9672 7666 **E:** accounts@colan.com.au

APPLICATION FOR CREDIT ACCOUNT

Company Details

Company Name: _____		
Trading Name: _____		
ABN: _____	ACN: _____	
Postal Address: _____		
Trading Address: _____		
Telephone: _____	Facsimile: _____	Email: _____
Type of Business: _____		
Date Established: _____	Paid Up Capital: \$ _____	

Account Details

Amount of Monthly Credit Requested: \$ _____		
Accounts Payable Contact: _____		
Telephone: _____	Facsimile: _____	Email: _____
Bank Name: _____	Branch: _____	
Account Number: _____		

Director / Partner Details

1. Name: _____
Address: _____
2. Name: _____
Address: _____
3. Name: _____
Address: _____
4. Name: _____
Address: _____



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APPLICATION FOR CREDIT ACCOUNT (continued)

Trade References

Form with 4 rows for trade references, each containing fields for Company, Telephone, Facsimile, and Email.

We, the undersigned, hereby agree that we have read all of the Terms and Conditions of Sale and hereby acknowledge our agreement to be bound by such Terms and we further certify that the information submitted by ourselves in the Credit Application dated / / is true and correct and that we are authorized by the company to sign its application.

Signed for and on Behalf of: _____

Signature

Signature

Name

Name

Position/Title

Position/Title

NOTE: Where applicant is an Incorporated Company, Director's Indemnity on page 3 must be completed and supplied with the above application.

Office Use Only

Form for Office Use Only with fields for Customer Number, Limit Approved, Date Account Opened, and Authorised by.



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INDEMNITY

To be completed by all directors and their spouses where applicant is an incorporated company, spouses of partners and sole traders are also to sign. Note: If you do not understand this document you should seek independent advice.

Vendor: Colan Products Pty Ltd
Address: 6 Woods Close Huntingwood NSW 2148 Australia
Purchaser:
Registered Address:
Surety:
Residential Address:
Surety:
Residential Address:

To: the above named Vendor

In consideration of you at my/our request agreeing from time to time to sell to the Purchaser (hereinafter called "the Company") such goods as the Company may require upon such terms and conditions as to payment or otherwise as may at any time or from time to time be agreed between the Company and you I/we hereby covenant and agree with you that I/we will be jointly with the Company and each of us severally liable to you for the due payment for all such goods as may be sold to the Company as aforesaid and for the due performance and observance of any such terms and conditions as may be agreed in respect of any such sale and I/we expressly acknowledge and agree that this indemnity is unlimited and that I/we require no notice of the amount of credit from time to time extended to the Company or the conditions whether as to interest, time for payment or otherwise whatsoever attaching to the sale of any such goods and further that this indemnity will not be revoked except after the expiration of three (3) months notice in writing to you.

Dated this day of 20

Signature (Surety)

Signature (Witness)

Signature (Surety)

Signature (Witness)

Signature (Surety)

Signature (Witness)

TERMS AND CONDITIONS OF SALE

Should Credit be extended to the Applicant as a result of this Application, the Applicant (referred to in these terms and conditions of sale as the Buyer") hereby agrees that all sales made by Colan Products Pty Ltd ACN 002 645 061 ("the Seller") are subject to the following conditions:

1. General:

- a) Where the Seller commences the necessary actions on its part to supply goods ordered by the Buyer, a contract exists (which shall be referred to as "the Contract" in these terms and conditions). The only terms applying to the Contract are those set forth herein or otherwise agreed to in writing by the Seller and those, if any, which are implied by law and cannot lawfully be excluded.
- b) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

2. Orders: All orders placed with the Seller's appointed agents or branches shall be deemed to have been placed with the Seller's Head Office at 6 Woods Close, Huntingwood, New South Wales 2148 Australia from where all invoices/statements will be issued and to where all payments must be sent.

3. Delivery: If the Buyer shall fail to supply particulars or to do any other act necessary to enable the Seller to deliver within the time agreed between the Buyer and Seller (or otherwise within a reasonable time not exceeding ninety (90) days from the date the Seller notifies the Buyer that the goods are available for delivery), the Seller shall have the right to cancel the undelivered balance or any balance which the Seller cannot deliver by reason of the buyer's default hereunder and in either case without prejudice to any claim which the Seller might have for damages.

4. Force Majeure: The Seller shall be excused from liability if performance of the Contract is prevented or hindered by any cause whatsoever beyond its control including, without limitation, natural disaster, war, government control, restriction or prohibition or any other government act or omission whether local or otherwise, fire, accident, strikes, or lockouts, riots, delays in deliveries from overseas shippers or manufacturers, breakdown of machinery and delays or loss occurring during transportation and the Seller shall not be liable for any loss or damage resulting from any such circumstances except those in relation to which liability may not lawfully be excluded.

5. Time of Delivery: The delivery times known to the Buyer are estimates only and under no circumstances will the Seller be liable for any loss, damage or delay occasioned to the Buyer or its customers arising from late or non-delivery. The Seller will provide such assistance to the Buyer as may be necessary to press claims on carriers provided the Buyer notifies the Seller and the carriers in writing immediately loss or damage is discovered on receipt of goods and the Buyer lodges a claim on the carrier within three days of the date of receipt of the goods.

6. Delivery over two or more periods: Where delivery is spread over two or more periods, substantial quantities only and not necessarily equal quantities shall be delivered in each period.

7. Insurance:

- a) Where delivery is quoted ex warehouse, then insurance is the responsibility of the Buyer.
- b) In other cases, responsibility for insurance shall be as agreed in writing between the Buyer and the Seller.

8. Payment Terms: Terms of payment shall be cash on delivery unless Buyer has been approved for credit in which case the terms shall be 30 days from End of Month or such other period as shall be agreed by the Seller in writing.

9. Payment Period:

- a) The time of payment shall be of the essence of the Contract.
- b) If the Buyer fails to make payment on the due date for goods delivered under the Contract then without prejudice to any other rights of the Seller, the Buyer shall pay interest on all unpaid moneys at the rate of 1.5% per month calculated on daily rates. In such event, the Seller shall be entitled to suspend further deliveries under the Contract and any other Contracts.
- c) If such payment or any part thereof including the interest herein provided shall remain in arrears for seven (7) days after written demand shall have been made therefore, the Seller shall have the further right to cancel the Contract and any other contracts, without prejudice to any other rights which the Seller may have.

10-12. Pricing:

In the event of a general alteration in the Seller's prices as a result of current costs (either direct or indirect) increasing or decreasing after the date of the Seller's acceptance of an order, then the Seller shall be entitled to charge the new prices or a price between the old and new prices on the undelivered balance as at the date of alteration in price.

11. The Seller's charges are inclusive of taxes, fees etc. which may be payable to Councils, Government bodies and other authorities whether required by Statute or not. The Buyer is responsible for payment of Sales Taxes or any taxes which take the place of sales tax in future. Stamp Duties and/or other fees as set out in the Seller's Sales Invoice/Statement.

12. The Seller's charges are inclusive of delivery cost and charges to Capital Cities except where otherwise specified or quoted provided delivery is made by the Seller's standard transport. The cost of airfreight, express service, overnight and other premium transport will be met by the Buyer.

13. Descriptions: The description of the goods agreed by the Buyer and the Seller shall prevail over all other descriptions including inquiries by the Buyer. Specifications and weights in catalogues, price lists or other advertising matter are estimates only and do not form part of the Contract.

14. Use of Goods: The Buyer acknowledges that they have satisfied themselves as to the suitability of goods of the description set out in the contract for the purpose for which the Buyer is purchasing them.

15. Quality: Where the Contract provides for "quality as before" or similar words, it shall be sufficient if the Seller delivers goods of quality similar to those delivered against the previous Contract.

16. Defective Goods: Except as provided elsewhere in these terms and conditions, the Seller's liability for goods manufactured by it is limited to making good any defects for a period of six (6) months from the date of delivery by replacement of the defective goods provided that:

- a) Defects have arisen solely from faulty materials or workmanship;
- b) The goods have not been maltreated, neglected, altered, or further processed by any party other than the Seller;
- c) Accessories of any kind used by the Buyer are manufactured by or approved by the Seller and;
- d) The Buyer notifies the Seller of the defect within 21 days of becoming aware of it and the procedures in Clause 18 are followed.

17. Acceptance of Goods:

- a) Twenty-one (21) days after delivery, all goods shall, to the extent permitted by statute, be deemed to have been accepted by the Buyer or consigns as complying with the Contract and with any relevant specification. If in relation to goods manufactured or processed by the Seller, Buyer shall so request within such twenty-one (21) day period, Seller shall arrange an independent test report which shall be at Buyer's expense unless the report certifies that the goods depart so far from specification as to be unsuitable for the purpose proposed by the Buyer.
- b) All tests and/or inspections conducted in respect of such goods shall be carried out by an independent authority approved by the parties in accordance with the requirements of the Standards Association of Australia or any other recognised standard. The decision of such independent authority, which shall be deemed to be acting as an expert and not as an arbitrator, shall be final.
- c) If the goods are so certified as unsuitable, interest in accordance with Clause 9 shall run on any unpaid part of the purchase price. If they are so certified, then except as provided elsewhere in these terms and conditions the Buyer's sole remedy is to have the goods replaced free of charge by the Seller.
- d) Unless the Seller shall otherwise agree, any claim under Clause 16(a) by the Buyer shall be tested by the same procedures and on the same terms. No claim shall be entertained by the Seller under this condition or otherwise after the goods have been in any way processed, finished, maltreated, neglected or altered by any party other than the Seller.

18. Returns: No goods may be returned by the Buyer unless the Seller first agrees in writing.

19. Other Liabilities: Except as provided herein, all expressed and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Seller shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of the Seller's negligence or in any way whatsoever.

20. Title: The Seller reserves the following rights in relation to each shipment of goods until payment for the relevant shipment has been made in full.

- a) Legal ownership of the goods;
- b) To enter the Buyer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- c) To keep or resell any goods repossessed pursuant to (b) above.

If goods are resold, or products manufactured using the goods are sold, by the Buyer, the Buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Seller and shall pay such amount to the Seller upon request. Notwithstanding the provisions above the Seller shall be entitled to maintain an action against the Buyer for the purchase price and the risk of the goods shall pass to the Buyer upon delivery.

21. Goods not manufactured by Seller: The Seller shall not be liable for any loss which the Buyer and those claiming through or under the Buyer may suffer in respect of products not manufactured by the Seller which the Buyer shall have stored, handled, processed or dealt with in any way at variance with the manufacturer's specifications and instructions and the Buyer shall indemnify the Seller against any such claims.

22. Waiver: Any concession latitude waiver time or other indulgence which the Seller may allow or have allowed to the Buyer at any time shall not preclude the exercise of its rights under the contract by the Seller.

23. Governing Law: The contract is deemed to have been made in Sydney, New South Wales and the rights and obligations of the parties shall be governed by the laws of the State of New South Wales and the Buyer agrees to submit to the jurisdiction of the Courts of New South Wales.