

Investex Australia Pty Ltd

IMPORT & EXPORT

ACN: 1059 17771

Australian Manufactured Products



INVESTEX AUSTRALIA PTY LTD

TERMS AND CONDITIONS OF SALE

1. All orders are accepted subject to the following terms and conditions. Any variations or additions imposed by the buyer must be agreed to in writing by the management of this company.
2. Prices quoted are ex Brisbane warehouse. For all deliveries freight cost is additional, unless notified in writing.
3. For consignments in the Brisbane Metropolitan Area goods are insured, whilst in transit, free of charge to the customer. For the consignments outside of the Brisbane Metropolitan Area, goods are insured at the customer's expense and cover arranged under our open policy, unless otherwise notified in writing.
4. Prices quoted are subject to changes in factory prices, freight rates, exchange rates, customs duty or other cost increases beyond our control. Prices invoiced will be those in force at the time of delivery.
5. Orders may not be cancelled or reduced unless with the agreement of this company and then a service charge may be levied to cover handling costs.
6. Orders for special designs are accepted subject to confirmation and delivery by the manufacturers and cannot be cancelled or altered without the written approval of this company and then a service charge may be levied to cover administrative and other costs.
7. Orders for special orders are accepted on the basis that all and any responsibilities as to infringement of design and intellectual property rights will be borne by the buyer.
8. Orders for special orders are accepted on the basis that all care will be exercised by this company and its suppliers, but that no responsibility will be accepted for a less than perfect outcome.
9. We will endeavour to arrange fastest possible delivery, but cannot accept any responsibility for late delivery. Late delivery will not entitle the buyer to cancel or refuse delivery of the order or to defer payment beyond the due date.
10. No claim for shortages, breakages, wrong delivery or any other claim will be accepted unless notice of same is received within 14 days of receipt of the goods by the buyer.
11. Credit accounts are due for payment without discount within 30 days of the end of the month of invoicing. Amount not settled in full prior by that time shall be suspended and no further order shall be fulfilled until all outstanding amounts are settled. Any collection costs associated with overdue accounts will be charged to the customer.
12. This company's maximum liability in respect of any defect or damage howsoever caused, or for any claim for whatever reason, shall not exceed the invoice value of the goods and under no circumstances will this company incur any liability for consequential loss or damage. This clause is not to be interpreted to be an acceptance of liability by this company for any amount.
13. All orders accepted are subject to final acceptance by the management of this company and may be refused for financial or any reason.
14. This contract shall be deemed to have been made in the State of Queensland and is subject to the laws of that State and the jurisdiction of the courts of that State.
15. Any return goods are to be sent by our nominated carrier, otherwise freight cost is to be borne by the customer. This clause is not to be interpreted to be an acceptance of liability by this company for any freight company costs on return goods, unless same is agreed to independently in writing.
16. Goods are for firm sale only, unless a sale or return agreement has been arranged into by the customer and the appropriate surcharge paid.
17. Title in the goods purchased by the customer shall pass to the customer, upon full payment of the purchase price and all charges associated therewith. Prior to receipt of full payment, this company may, at its discretion, re-take possession of the goods, and resell them as owner. For such purposes the customer will allow Investex Australia Pty. Limited, its employees or agents free access to the goods. Should the customer have disposed of the goods in good condition and fully insured against all risks, whilst the goods are in the customer's possession or control. Should the customer have disposed of the goods prior to making to this company, the proceeds from such disposal are to be held in trust for this company, until such time as full payment is made.
18. In cases where this company takes back goods for credit, the full purchase will only be credited, where the goods are in first class and new condition, as originally supplied. In all such cases, a restocking charge will be levied to cover costs associated with the supply and invoicing of the original order, the taking back of such goods into stock and the crediting of same to the customer's account.
19. Small orders are subject to a handling and administration charge.
20. Should the customer become insolvent or bankrupt, have a receiver, receiver and manager, administrator or liquidator appointed, or be subject of a winding up order, this company may at its discretion consider all orders cancelled.
21. Any advice, recommendation or information provided by this company, its employees or agents is provided in good faith and believed to be accurate and reliable. However, this company accepts no liability or responsibility for same.
22. This company will use its best endeavours to supply all accepted orders, but takes no responsibility for any inability to supply.
23. The customer agrees to allow this company, its employees and agents to contact the persons and/or companies supplied as Business References by the customer and any credit reference organization, for the purposes of opening a credit account, of reviewing credit limits or assessing credit worthiness.



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24. Payments received shall, at the discretion of this company, be applied either to individual invoices or to the debts on the basis of age, so that the oldest debt is paid first, the second oldest is paid second, and so on.
25. Should the customer's business undergo a change of ownership, the first owner will continue to be liable for payment of all orders place prior to notifying us of such change of ownership, unless otherwise agreed in writing by companies.
26. Dishonoured cheques will attract an accounting fee of \$20.00 per entry.
27. Proforma orders will be cancelled, if payment is not received within 30 days of invoice date.
28. All prices quoted by us are subject to the addition of G.S.T. at the current rate, except for orders delivered by us to overseas destinations





NEW ACCOUNT / CREDIT APPLICATION FORM

Business/Trading Name: _____
 Company Name (if Applicable): _____
 ABN No: _____ No. of years current owners trading under this name: _____
 Trading Address: _____ Post Code: _____
 Postal Address: _____ Post Code: _____
 Phone: () _____ FAX: () _____ Email address: _____
 Delivery Address: _____ Post Code: _____
 Business Structure : Sole Trader £ Partnership £ Company £ Other £: _____
 Type Of Business: Retailer £ Wholesaler £ Export £
 Do you accept back orders? Yes £ No £

Owner's or Directors Information

Name: _____ Name: _____
 Private Address: _____ Private Address: _____
 _____ Post Code: _____ _____ Post Code: _____
 Email address: _____ Email address: _____
 Driver's licence No.: _____ Driver's licence No.: _____

Trading References

Name	Contact	Phone
1. _____	_____	() _____
2. _____	_____	() _____
3. _____	_____	() _____
4. _____	_____	() _____

CURRENT TERMS: (RELATES TO DATE OF RECEIPT OF PAYMENT)

- 2% Settlement For payment received within 7 days. I/We agree to adhere to these terms of credit & terms & conditions of sale, as appears on the reverse of your
 Discount: Company's order forms. (NOTE: A current copy of our terms & conditions appears on the reverse of this form).
 - Nett: 30 days from end of month of invoice date

APPLICANTS SIGNATURE: X
 DATE: _____

COMPANIES ONLY need to complete the following two Guarantees.
 Director's Personal Guarantee: We, the following undersigned, being Directors of the above applicant Company, and in consideration of the credit being granted to the above applicant Company hereby guarantee both jointly and severally, all debts incurred by our Company to Investex Australia Pty. Ltd.

Signature of Director: <u> X </u>	Signature of Director: <u> X </u>
Print Name: _____	Print Name: _____
Signature of witness: _____	Signature of Witness: _____
Print Name: _____	Print Name: _____
Address of Witness: _____	Address of Witness: _____
Date: _____	Date: _____
Office Use Only	
Agent No. <input type="text"/>	Capital City <input type="text"/>
<input type="text"/>	Country <input type="text"/>
<input type="text"/>	Discount type <input type="text"/>
<input type="text"/>	Commission Type <input type="text"/>
<input type="text"/>	Store Category <input type="text"/>

