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CUSTOMER INFORMATION

COMPANY NAME:	<input type="text"/>	ABN:	<input type="text"/>		
ENTITY TYPE:	Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust <input type="checkbox"/>	
POSTAL ADDRESS:	<input type="text"/>				
DELIVERY ADDRESS:	<input type="text"/>				
PHONE:	<input type="text"/>	FAX:	<input type="text"/>	MOB:	<input type="text"/>
EMAIL:	<input type="text"/>		NO. OF YEARS TRADING	<input type="text"/>	

DETAILS OF SOLE TRADERS, ALL PARTNERS OR ALL DIRECTORS

1 - FULL NAME:	<input type="text"/>	D.O.B	<input type="text"/>		
RESIDENTIAL ADDRESS:	<input type="text"/>				
PHONE:	<input type="text"/>	FAX:	<input type="text"/>	MOB:	<input type="text"/>
2 - FULL NAME:	<input type="text"/>	D.O.B	<input type="text"/>		
RESIDENTIAL ADDRESS:	<input type="text"/>				
PHONE:	<input type="text"/>	FAX:	<input type="text"/>	MOB:	<input type="text"/>
3 - FULL NAME:	<input type="text"/>	D.O.B	<input type="text"/>		
RESIDENTIAL ADDRESS:	<input type="text"/>				
PHONE:	<input type="text"/>	FAX:	<input type="text"/>	MOB:	<input type="text"/>

OFFICE USE ONLY

HISTORY CHECK COMPLETE:	<input type="checkbox"/>	APPROVED: YES <input type="checkbox"/>	NO <input type="checkbox"/>	AUTHORIZED BY:	<input type="text"/>
COD LIMIT ISSUED:	<input type="text"/>	SIGN:	<input type="text"/>	DATE:	<input type="text"/>

CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these terms and conditions of sale:
(a) "we" or "us" or "the Company" means SK Group Manufacturing Pty Ltd(ABN 24 168 006 844) and any Related Body Corporate as defined in Section 9 of the Corporations Act 2001 (Cth)
(b) "you" means the Customer stated in the Application and any other person offering to contract with us on these terms and conditions or, where such person is acting in the course of employment, such person's employer;
(c) "Goods" means goods supplied by us to you from time to time;
(d) "Agreement" means the agreement set out in Section A for purchasing Goods on credit (and incorporates those terms and conditions as amended from time to time)

2. SUPPLY

2.1 You will purchase and we will supply goods to you on the following terms and conditions. However, we are not obliged to supply goods to you when requested to do so.

2.2 All additions and amendments to these terms and conditions must be in writing signed by us.

3. QUOTATIONS AND ORDERS

3.1 Any quotation or price list given by us to you does not constitute an offer to sell Goods to you. We reserve the right to alter the quote or price list without notice to you.

3.2 By ordering Goods, you are making a binding offer to purchase those Goods. We will notify you of our acceptance of your order in writing. Alternatively, our manufacture of Goods or delivery of Goods pursuant to your order shall be deemed acceptance of your offer to purchase.

3.3 We reserve the right to modify the design of Goods, and cease to manufacture or supply Goods without notice.

3.4 Orders may be subject to a logistics fee charged at the rates advised by us from time to time

4. PRICES, GST, FREIGHT AND INSURANCE

4.1 Unless otherwise expressly agreed in writing, the price of the Goods shall be the price specified in our invoice plus the amount which we are required to pay on account of any charges which may be levied by any government (domestic or foreign) plus any amount that reflects any increase in exchange rates, costs of labour, materials and overheads.

4.2 You are responsible for all freight costs. If you nominate a carrier, this must be advised to us in writing in the absence of which we will choose a carrier

5. PAYMENT

5.1 You agree that until we confirm that credit terms have been granted to you, all Goods are supplied on a cash before delivery basis.

5.2 You may pay by Cheque,Cash,direct deposit or credit card. However, we reserve the right to charge a credit card handling fee for effecting payment by this method at the rate advised by us from time to time.

5.3 You agree that if you fail to pay in accordance with this clause 5, we may:

- (a) charge a late payment fee on all amounts paid by credit card;
- (b) charge a dishonour handling fee at the rate advised by us from time to time where we are unable to obtain payment from your credit card provider or a cheque is not paid by your bank;
- (d) recover all collection costs and expenses incurred in collecting overdue accounts;
- (e) withhold supply;
- (f) sue for the money owing on the Goods.

5.5 Any forbearance by us in charging any of the fees set out in clause 5 does not constitute a waiver of our right to do so in the future

6. RISK IN THE GOODS

The risk of loss or damage to the Goods passes to you on the date and at the time that the Goods are delivered to your premises Or at the date and time the goods are collected from the Company's warehouse.

7. DELIVERY

7.1 We reserve the right to deliver Goods by instalments. Any delivery times notified to you are estimates only.

8. RETURNED GOODS

Where Goods are returned to us, credit will only be issued under the following conditions:

8.1 RETURN AUTHORISATION:

- (a) A Goods Return Credit ("GRC") authority number must be obtained from the supply point prior to the return of any Goods. We may refuse to give a GRC authority or accept the return of any Goods;
- (b) You must provide the invoice number and date of purchase before a GRC will be issued;
- (c) The GRC authority number must be clearly marked on the packaging of Goods returned to us. Failure to comply with this requirement could result in our refusing to accept delivery of the returned Goods..

8.2 UNACCEPTABLE RETURNS: Without in any way limiting our discretion to refuse to accept the return of any Goods, the following Goods will not be returnable:

- (a) any Goods that have been held by you for more than fourteen (14) days; or
- (b) any Goods which are not in original condition; or
- (c) any Goods that are manufactured as made to order ("mto") items unless faulty. Any manufacturing surcharge is non refundable.

8.3 FAULTY GOODS: We will only recognise claims for faulty Goods that are lodged within seven (7)days of you receiving the Goods

8.4 RESTOCKING FEE You agree to pay us a restocking fee at the rate advised by us from time to time.

9. WARRANTIES

9.1 Notwithstanding any other provision in these terms and conditions we warrant that any Goods sold by us will be free from defects under normal use for a period of twelve (12) months after delivery. This warranty does not cover any Goods which are not manufactured by us.

9.2 For the purpose of making any claim, you must immediately upon becoming aware of circumstances giving rise to a claim under this clause, notify us in writing setting out full particulars of the claim.

10. ACTS OF DEFAULT

If you:

- 10.1 fail to pay for any Goods on the due date; or
- 10.2 otherwise breach this Agreement and fail to rectify such breach within seven (7) days notice; or
- 10.3 cancel delivery of the Goods; or
- 10.4 commit an act of bankruptcy; or
- 10.5 allow a trustee in bankruptcy or receiver and manager to be appointed to you or any of your property; or
- 10.6 allow distress to be levied or a judgment, order or security to be enforced, or to become enforceable against your property; or
- 10.7 are a company and:
 - (a) proceedings are commenced to wind you up or any of your subsidiaries; or
 - (b) a controller, receiver, administrator, liquidator or similar officer is appointed to you or in respect of any part of your property, then we and our agents may enter upon your premises (doing all that is necessary to gain access) where Goods supplied under this contract are situated at anytime and retake possession of any or all of the Goods we have supplied to you; and
- 10.8 we reserve the right to:
 - (a) resell the Goods concerned; and
 - (b) terminate the agreement.

11. GOVERNING LAW

This contract is governed by the laws of NSW. You and the company irrevocably submit to the exclusive jurisdiction of the NSW courts and federal courts sitting in NSW.

OWNER/DIRECTOR NAME:

SIGN: **DATE:**

The signatory warrants that he/she is a director, secretary or person authorized to execute this application on behalf of the applicant