

CUSTOMER INFORMATION

REQUIRED CREDIT LIMIT

COMPANY NAME:

ABN:

ENTITY TYPE:

Corperation

Partnership

Sole Trader

Trust

POSTAL ADDRESS:

DELIVERY ADDRESS:

PHONE:

FAX:

MOB:

EMAIL:

NO. OF YEARS
TRADING

DETAILS OF SOLE TRADERS, ALL PARTNERS OR ALL DIRECTORS

1 - FULL NAME:

D.O.B

RESIDENTIAL ADDRESS:

PHONE:

FAX:

MOB:

2 - FULL NAME:

D.O.B

RESIDENTIAL ADDRESS:

PHONE:

FAX:

MOB:

3 - FULL NAME:

D.O.B

RESIDENTIAL ADDRESS:

PHONE:

FAX:

MOB:

TRADE REFERENCES

1 - COMPANY:

CONTACT:

PHONE:

2 - COMPANY:

CONTACT:

PHONE:

3 - COMPANY:

CONTACT:

PHONE:

OFFICE USE ONLY

CREDIT CHECK COMPLETE:

APPROVED: YES

NO

AUTHORIZED BY:

LIMIT ISSUED:

SIGN:

DATE:

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 Unless otherwise agreed, all amounts owing to the Company on account of Goods supplied to you on credit must be paid within 14 days after the end of the calendar month that the goods were delivered.

5.3 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.

5.4 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;
- (c) recover all collection costs and expenses incurred in collecting overdue accounts;
- (d) withhold supply;
- (e) 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: _____

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

SIGN: _____ **DATE:** _____

WARRANTIES AND UNDETAKINGS BY DIRECTORS AND GUARANTORS

1. Guarantee and Indemnity

1.1 In consideration of supplier agreeing to grant credit facilities to the customer, the guarantor hereby jointly and severally guarantees the due and punctual payment by the customer of all moneys which are now payable or which hereinafter become payable by the customer to the supplier in respect of the credit facility made available by the supplier to the customer herein ("the moneys owing") and the observance and performance of all of the customers obligations under this agreement.

1.2 The Guarantor will on demand made by the supplier from time to time pay and satisfy moneys owing and the obligations at such address as may be specified by the supplier from time to time.

1.3 As a separate undertaking, the guarantor jointly and severally unconditionally and irrevocably indemnifies the supplier from and against all liability, loss, cost or expense caused or contributed by:

- a) any default by the guarantor in the performance or observance of its obligations under this guarantee; and
- b) any payment not being made by the guarantor in accordance with this guarantee

1.4 This guarantee shall be a principal obligation and shall not be treated as ancillary or collateral to any obligation howsoever created arising and in particular shall be independent of and in no way affected by other security which the supplier now holds or obtains or hereinafter may obtain or hold for any indebtedness or liability (whether present or future, direct or contingent, joint or several) of the customer or the guarantor or of any co-surety or any other person to the supplier to the extent that this guarantee shall be enforceable.

1.5 In consideration of the supplier selling goods to the customer on credit and to secure their obligations to the supplier under guarantee contained in clauses 1.2 and 1.3 hereof, each guarantor agrees that he or she shall immediately upon demand being made upon them by the supplier execute in favour of the supplier as mortgagee a mortgage payable on demand in registrable form over all or part of the freehold or leasehold land of the guarantor ("the guarantor mortgage") containing such covenants as the supplier may require including without limitation the covenants contained in memorandum 2447323 presently filed in the NSW land titles office in respect of real property situate in NSW or in the case of real property situate in other jurisdictions, the provision of the supplier's standard form of mortgage.

1.6 At the cost of the guarantor, the guarantor shall from time to time at the written request of the supplier execute any deed, dealing, assurance or other document which the supplier shall in its absolute discretion require the guarantor to execute and do all such other acts, matters and things as the supplier shall consider reasonable for the purpose of preserving, perfecting or protecting the guarantor mortgage or more effectively securing the powers, remedies, rights, discretions and authorities of the supplier under the guarantor mortgage.

1.7 Each Guarantor irrevocably appoints the supplier and every authorised officer of the supplier jointly and each of them severally as their attorney for the purpose of doing either in his or her name or the name of the attorney and in either case as his or her act and deed all such acts, matters and things as the attorney from time to time consider necessary or expedient for the purpose of carrying into effect all the powers and authorities herein contained and without limiting this power and authority:

- a) do any act including the execution of a mortgage in his or her name as a mortgagor pursuant to this application and to register the guarantor mortgage in the land titles office;
- b) to execute and deliver on his or her behalf a lease or any freehold or leasehold of the guarantor or any part thereof for such period as the supplier may think it fit
- c) to institute, proceed with, defend or compromise any legal proceeding on his or her behalf in connection with the land or lands the subject of the guarantor mortgage more fully referred to in paragraph (1) hereof and to execute and appeal from any judgement or judgements in connection therein

1.9 A guarantor shall not be discharged from liability by:

- a) the administration in insolvency of the customer or the guarantor or any of them ("administration in insolvency" includes any bankruptcy, receivership and management, any winding up (voluntary or compulsory) and any official management or composition arrangement with or assignment for the benefit of creditors in the administration in equity or otherwise of the estate or assets in whole or in part of the customer or guarantor as the case may be);
- b) any variation, modification, assignment or novation in the terms or the obligations of the customer to the supplier or of other aspects of the relationship between the supplier and the customer;
- c) the supplier's act, neglect, omission, delay or default by which the whole or part of the liability of any guarantor or all or any part of the liabilities guaranteed would but for this provision have been affected or discharged;
- d) the release of the customer and or one of the guarantors by operation of the law or otherwise

2. Acknowledgment

2.1 Each of the director/s and the guarantor/s hereby acknowledge, affirm and agree that:

- a) this application has been provided by the supplier to enable each of the customer, the director and the guarantor to take it away and read it so that they can fully understand and comprehend the terms and conditions and provisions contained herein;
- b) they have read, fully understand and comprehend the terms, conditions and provisions contained in this application
- c) they have been advised by the supplier prior to the execution of this application that a copy of this application form containing the forms of this application has been provided to the customer and each director and guarantor to enable them to obtain independent legal advice and they have taken such advice as to us has seemed appropriate;
- d) they have full power and authority to enter this agreement and guarantee;
- e) this agreement is signed and delivered as a deed;
- f) the supplier will rely on information given to the supplier by the customer, director and guarantor and this information is true and correct

3. Assignment and novation

3.1 The supplier may at any time assign, novate or otherwise dispose of or deal with its rights and obligations under these terms or this guarantee by notice in writing to the customer and or the guarantors and directors. The guarantors and directors agree that any order for the purchase of goods submitted by the customer to the supplier after the date of a notice of assignment will be deemed to be an acceptance.

4. Laws to govern provisions of agreement

4.1 This agreement including the terms, this guarantee and indemnity and the supply of the good by the supplier to the customer shall be governed by and constructed in accordance with the laws of New South Wales

GUARANTOR	PRINT:		GUARANTOR	PRINT:	
	SIGN:			SIGN:	
	DATE:			DATE:	
WITNESS	PRINT:		WITNESS	PRINT:	
	SIGN:			SIGN:	