

STATMAN ENVELOPES

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STATMAN PTY LTD
ABN 38 694 721 671
40-42 Parkhurst Drive
Knoxfield Vic 3180

ACCOUNT APPLICATION FORM

Registered Name of Business

ABN or ACN.....

Registered Address

Registered Partners/Directors

(1) Name

Address

(2) Name

Address

(3) Name

Address

How long in Business? Years

Bank

Address

Person Responsible for
Payment of this Account Phone

Trade References (Name and address)

(1) Phone

..... Fax

(2) Phone

..... Fax

(3) Phone

..... Fax

Terms and Conditions of Trade

The account will be opened on the basis that the information provided is true and correct.

I/We confirm that all information set out above is true and correct, and agree to be bound by the Terms and Conditions of Trade which accompanies this Account Application Form in respect of all future orders submitted by us.

Signed Date

STATMAN PTY LTD – TERMS AND CONDITIONS OF TRADE

These terms and conditions of trade apply to the sale of goods or services by the Supplier to the Customer.

1. Definitions

In these Terms and Conditions:

“*Customer*” means a person, firm or corporation, jointly and severally if there is more than one, acquiring Goods from the Supplier;

“*Goods*” means the goods and/ or services supplied by the Supplier to the Customer;

“*GST*” means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

“*Supplier*” means Statman Pty Ltd ABN 38 694 721 671 or any of its subsidiary or associated entities or their respective assigns;

“*Terms*” mean these Terms and Conditions of Trade.

2. Construction

2.1 Unless otherwise agreed by the Supplier in writing, the Terms apply exclusively to every contract for the sale of Goods by the Supplier to the Customer and cannot be varied or supplanted by any other conditions, including the Customer’s terms and conditions of purchase (if any).

2.2 Any terms in the Supplier’s quotations form part of the Terms, and if inconsistent with the Terms, the terms of the quotations shall prevail.

2.3 The Supplier may vary these Terms by notice in writing to the Customer at any time. Any variations will apply to orders made by the Customer after the date of notice.

2.4 The Terms shall be binding on the Customer’s personal representatives, successors and permitted assigns, and shall be for the benefit of the Supplier’s successors and assigns.

2.5 Any reference in these Terms to the singular includes the plural and vice versa; and the word “including” means “including, but not limited to,” and the word “includes” means “includes, without limitation,”.

2.6 All headings in the Terms have been inserted for ease of reference only. They do not affect the meaning or interpretation of the document.

3. Orders

3.1 A quotation shall not constitute an offer to sell Goods to the Customer.

3.2 No contract for the supply of Goods shall exist between the Supplier and the Customer until a Customer’s order for Goods has been accepted (whether in whole or part) by the Supplier at its absolute discretion, such acceptance of Customer’s orders may be made and communicated by the Supplier in writing or may be made by overt act of acceptance by the Supplier.

3.3 Orders may be accepted in writing or verbally.

3.4 A verbal Order from the Customer, communicated in person, by telephone or by some other means may be accepted by the Supplier at its absolute discretion. If required, a Statutory Declaration signed by the Supplier’s staff member who accepted the order shall be taken as evidence that the order was placed.

3.5 An order from a Customer, once accepted by the Supplier, cannot later be revoked except with the written approval of the Supplier.

3.6 Where the quantum of Goods supplied by the Supplier to the Customer falls immaterially short of the quantum requested by the Customer in the original order, the Customer nevertheless remains obliged to pay for the Goods actually supplied at the same rate per item as set out in the original order.

3.7 The Supplier reserves the right to sub-contract the manufacture and/ or supply of the Goods or any part thereof to a third party.

4. Pricing/ Payments

4.1 The price for Goods supplied by the Supplier will be as shown on the Tax Invoice provided to the Customer by the Supplier.

4.2 Prices quoted for the supply of Goods, whether provided in a price list, by written quotation or verbally, exclude GST and any other taxes or duties imposed on or in relation to the Goods. In addition to payment of the price of Goods, the Customer must pay any GST and any other taxes or duties imposed on the Goods.

4.3 Unless otherwise agreed in writing:

(a) terms of payment are strictly cash on delivery, except for account customers where credit is provided;

(b) a deposit may be required, which amount is at the sole discretion of the Supplier;

(c) where credit is provided, payment of the Goods must be made within 30 days of the end of the month in which the Supplier’s invoice is raised;

(d) notwithstanding clauses 2.3 and 4.3 (c), the Supplier reserves the right to require payment in full on delivery of the Goods.

4.4 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.5 Payment terms may be revoked or amended at the sole discretion of the Supplier immediately upon giving written notice to the Customer.

5. Account Terms

5.1 If the Customer does not pay the Supplier in full by the due date, the Customer shall be liable to and must pay interest on monies due, charged at the rate of 3% p.a. above the Westpac Banking Corporation 30 Day Commercial Bill rate, calculated daily, on the outstanding balance for the period from the due date until the date of payment in full.

5.2 The Customer shall also pay all costs and expenses (including without limitation all legal costs, collection agency costs and expenses on a full indemnity basis) incurred by the Supplier arising from the default by the Customer or in taking action to enforce compliance with the Terms or to recover the Goods.

6. Delivery

6.1 The Supplier will use its reasonable endeavours to meet requested delivery dates. Scheduled times provided to the Customer are only planned estimates and the Supplier will not be liable for any loss, damage or delay suffered or incurred by the Customer arising from variations in the time of delivery, whatever the cause.

6.2 The Supplier may include a charge for the delivery of Goods in its Tax Invoice at any time.

6.3 Goods will be delivered or deemed to be delivered when they are delivered to the delivery place nominated by the Customer.

6.4 The Customer shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery.

7. Title

7.1 The Customer acknowledges that ownership of and title in the Goods delivered by the Supplier remains with the Supplier until:

(a) the full purchase price and all other amounts owing by the Customer to the Supplier in respect of those Goods are paid; or

(b) the Customer sells or disposes of those Goods in the ordinary course of business.

7.2 While title in the Goods remains with the Supplier, the Customer:

(a) does not have any title in the Goods and shall, while possessed of the Goods, hold only as a fiduciary bailee for the Supplier;

(b) must ensure that the Goods are not damaged or defaced;

(c) must not sell or dispose of the Goods other than pursuant to clause 7.1 (b); and

(d) must store the goods so that they are clearly identifiable and easily cross-referenced to particular invoices.

7.3 If the Customer fails to pay the Supplier by the due date for payment and title in the Goods remains with the Supplier, the Supplier or its agents may recover possession of the Goods wherever they may be and the Customer will assist the Supplier in relation to such recovery.

7.4 The Supplier may require the Customer to register a charge over the debt owed by the Customer to the Supplier pursuant to section 263 of the Corporations Law.

7.5 The rights of the Supplier under this clause 7 are without prejudice to any other rights that the Supplier may have in law or equity in respect of the supply of the Goods.

8. Risk and Insurance

8.1 The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to the Customer immediately on the Goods being despatched or collected from the Supplier's premises.

8.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer or third parties arising out of the use or possession of any of the Goods sold by the Supplier.

9. Returns

9.1 The Customer must not return Goods to the Supplier without the Supplier's written consent.

9.2 The Supplier will accept the return of Goods only to the extent that the goods are either damaged or do not comply with the description of the Customer's purchase order and provided that a written request for return of such Goods is received by the Supplier from the Customer within ten (10) business days of the delivery of such Goods to the Customer.

9.3 Goods that are returned in accordance with this clause will be replaced by the Supplier. A credit will not be provided unless agreed by the Supplier.

10. Fitness For Purpose

10.1 The Customer agrees that it does not rely on the skill or judgement of the Supplier in relation to the suitability of any Goods for any particular purpose. Any advice, recommendation, information or assistance provided by the Supplier is provided without any liability by the Supplier.

11. Limit of Liability

11.1 The Supplier excludes all statutory or implied conditions and warranties to the maximum extent permitted by law.

11.2 Notwithstanding anything contained in these Terms to the contrary, the Supplier's maximum liability under any order will not exceed the aggregate of the purchase monies received by the Supplier for that order.

12. Miscellaneous

12.1 The law of Victoria from time to time governs the Terms, and both the Customer and the Supplier agree to the non-exclusive jurisdiction of the courts of Victoria.

12.2 Failure by the Supplier to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights.

12.3 If any of the Terms are unenforceable, they shall be read down to be enforceable or, if they cannot be so read down, the condition(s) shall be severed from these Terms without affecting the enforceability of the remaining conditions.

12.4 A notice must be sent in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed to be received on the facsimile machine or computer terminal (as the case may be) confirming transmission.

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