

CUSTOMER DETAILSPlease tick one: Company Partnership Sole Trader Other

Trading Name: _____

Business Address: _____

Postal Address: _____

Town/City: _____ State: _____ Postcode: _____

Business Phone: _____ Email: _____

ABN: _____ Business Start Date: _____

ONLINE ACCOUNT: (For access to our online store)

Email: _____

Password: **Curran1234** *(Temporary password, you will be prompted to change upon first sign in)***DIRECTORS/PARTNERS/DIRECTORS:**

Full Name: _____ Full Name: _____

Mobile No: _____ Mobile No: _____

Date of Birth: _____ Date of Birth: _____

Address: _____ Address: _____

TRADE REFERENCES:

Business Name: _____ Business Name: _____

Contact: _____ Contact: _____

Phone: _____ Phone: _____

COMPANY ACCOUNTS PAYABLE OFFICER: _____

Phone: _____ Email: _____

APPROX ESTIMATED MONTHLY PURCHASES: _____

SIGNED: _____ DATE: __/__/__

PRINT NAME(S): _____

TERMS AND CONDITIONS OF SALE

In this document: -

- A. "**Curran**" means Curran Cleaning Supplies Pty. Ltd.
- B. "**Customer**" means the person named as customer on the front of the document and where appropriate that expression includes the customer's directors, controllers and where there is more than one customer it includes each customer jointly and severally.

1. Supply of Credit

- (a) Application to open a credit account must be completed on an official Curran Cleaning Supplies application form before supply will be considered.
- (b) Terms and conditions on which a credit account may be granted and operated are subject to change without notice.
- (c) Payment of credit accounts must be received not later than 30 days from the date of our statement.
- (d) Payment of credit accounts by credit card (VISA and Mastercard) will attract a fee which will be added at the time of payment. An invoice will be issued for this fee.
- (d) Curran reserves the right to take the following action against the customer where its credit terms are exceeded:
 - (i) Withhold supply and dispose of stock order held;
 - (ii) Institute legal action for recovery of amounts outstanding and costs incurred;
 - (iii) Terminate credit facilities; And Curran shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.

2. Reservation of Title

- (a) The ownership of the goods delivered by Curran to the customer ("the goods") is only transferred to the customer when all sums owing to Curran have been paid in full whether under this or any other contract and until such time Curran has a right to call for or recover the goods (for which purpose Curran may enter the customer's premises by its servants or agents) and the customer is under an obligation to deliver up the goods to Curran.
- (b) Where Curran has not been paid pursuant to this agreement or any other terms of payment in force between the parties and Curran delivers the goods to the customer, then until disposed of by the customer in accordance with this provision, the customer agrees with Curran to keep the goods in a fiduciary capacity for Curran and the customer agrees with Curran to store the goods separately in a manner that clearly shows ownership by Curran.
- (c) Notwithstanding the provisions of the two preceding clauses, the customer may sell the goods to a third party in the course of business and deliver them to that third party provided that where the customer is paid by the third party and Curran has not been paid by the customer for the goods pursuant to this agreement or any other terms of payment in force between the parties the customer holds the whole of the proceeds for sale on trust for Curran.
- (d) The parties agree that this clause applies notwithstanding any agreement, whether subject to this agreement or not, between the parties under which Curran gave the customer credit.

3. Prices

- (a) Prices are subject to change without notice and goods will be invoiced at the price ruling at the date of dispatch.
- (b) Any references to retail prices are recommendations only and there is no obligation to comply with any recommended prices.

4. Cancellation

No order may be cancelled except with consent of Curran in writing and on terms which will indemnify Curran against any loss.

5. Warranty

Products manufactured by Curran Cleaning Supplies are warranted free from defects of manufacture. Defective product will be replaced if accepted as defective by Curran Cleaning Supplies. No other warranties are given in respect of the product or its fitness for any application and no warranties are to be implied.

6. Claims

Return of stock will not be accepted without prior authorisation. Claims of Short supply will only be considered by Curran if received in writing or by email with seven (7) days from date of delivery. All other claims, including requests for Proof of Delivery will only be considered by Curran if received in writing within 30 days from the date of invoice.

(a) Return of first quality stock (oversupply, incorrect goods) must include the following information:

(i) Customer name, address and account number

(ii) Invoice number

(iii) Reason for return and authorisation

(b) Returns of faulty stock:

(i) Any claims for faulty stock must be fully documented

(ii) All items will be subject to inspection before credit can be considered and accordingly acceptance of the goods by Curran or its agents shall not constitute acceptance of credits.

7. Clerical Errors

Clerical errors are subject to correction without notification.

8. Variation

These trading terms are subject to change without notice.

9. Acceptance

All orders are subject to acceptance by Curran.

10. Directors Guarantees

If the customer is a corporation then the person or persons signing this application by their signature or signatures appearing hereon agree to provide or obtain guarantees for all the directors of the customer in a form approved by Curran within seven days of being requested to do so by Curran.

11. Governing Law and Jurisdiction

The Laws of Victoria, Australia, govern the sale of the goods, these Terms and Conditions and the Purchase Order.

12. Disputes

Prior to recourse to arbitration or litigation, Curran and the customer will each notify the other of the name of a senior representative who will use their best endeavours to resolve any dispute in consultation with each other. If the senior representatives fail to resolve the particular dispute, then they will use their best endeavours to resolve the dispute by mediation. The mediator will be appointed to the Australian Commercial Dispute Centre (ACDC) and the mediation administered by the ACDC.

DIRECTORS GUARANTEE:

IN CONSIDERATION of CURRAN CLEANING SUPPLIES ("the Company") agreeing at the request of the guarantor to supply goods and services.

To: _____
(Name of Company)

Of: _____
Address

I: _____
(Name of Director(s)/Guarantor(s))

Of: _____
(Address)

Together with my permitted assigns ("The Guarantor") HEREBY GUARANTEE o the Company payment of any amount now due or owing or which may hereafter become due or owing by the Customer to the Company, AND INDEMNIFY the Company against any loss it may sustain as a result of supplying goods and services to the Customer.

AND AGREE as follows:

1. This Guarantee is a continuing Guarantee and will not be determined by the death of the Guarantor.
2. All compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's right to be subrogated in respect of them shall not arise until the Company has received the full amount owed by the Customer.
3. No time or other indulgence granted by the Company to the Customer affects the liability of the Guarantor to the Company and no cheque, bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness shall be regarded as full or part satisfaction until it is met.
4. This Guarantee is not affected by: 4.1 Any variation, modification or novation in the terms of trade between the Customer and the Company. 4.2 Want of notice to the Guarantor or absence of consent of the Guarantor in respect of any dealing by the Company with the Customer.
5. Any invoices rendered in respect of outstanding moneys shall be conclusive evidence that the money is due and payable to the Company.

DIRECTOR(S)/PARTNER(S):

SIGNED: _____ DATE: __/__/__

SIGNED: _____ DATE: __/__/__

PRINT NAME(S): _____