

ACCOUNT APPLICATION FORM

Business Name: _____

Registered Name (if differs from above): _____

ABN Number: _____

Business/Mailing Address:: _____

Delivery Address: _____

Telephone Number: () **Fax Number:** ()

Mobile Number: _____

Main Email address/Email for website access: _____

Main Contact for our Sales Representatives _____

Accounts Email Address: _____

Accounts Contact Name: _____

All invoices and statements will be sent via email, please specify email address:

Sales and Marketing Email Address: _____

Would you like to be emailed sales and marketing information? ☐ Yes ☐ No

Would you like to use the showroom or have an Account Manager call:

☐ Showroom ☐ Account Manager

Type of Business: ☐ Limited Liability Company ☐ Sole Trader ☐ Partnership

Address of registered office: _____

Directors/Proprietors Name(s) and Residential Address(es):

Directors/Proprietors Date of Birth: _____

Cash account OK? ☐ Yes ☐ No

Trade References: Fabric Houses Preferred

1	_____	Fax/Ph	()
2	_____	Fax/Ph	()
3	_____	Fax/Ph	()

TERMS AND CONDITIONS OF TRADE

The following terms and conditions of trade apply to all transactions between the Customer and Unique Fabrics New Zealand Pty Ltd for supplies of all Goods in Australia, and all transactions between the Customer and Unique Fabrics Ltd in respect of the supply of Goods in New Zealand, including all orders, quotations, contracts and variations. All Goods supplied by either Unique Fabrics New Zealand Pty in Australia or by Unique Fabrics Ltd in New Zealand are supplied on the basis of these terms and conditions. These Terms of Trade take precedence over Terms and Conditions of Trade contained in any document of the Customer or elsewhere.

1. DEFINITIONS

In these terms and conditions:

Customer means the person identified on the Quote or Order as the customer and includes the Customer's agents and permitted assigns.

Goods means the goods supplied by the Supplier to the Customer.

Order means a purchase order for Goods placed by a Customer in response to a Quote as varied in writing from time to time by the parties.

Quote means a written description of the Goods to be provided, the Supplier's charges for the performance of the required work (subject to clause 2 below), and an estimate of the time frame for the performance of the work. Supplier means Unique Fabrics New Zealand Pty Ltd in respect of the supply of Goods in Australia, and means Unique Fabrics Ltd in respect of supply of Goods in New Zealand.

2. PRICES

Prices are subject to change without notice and will be those as at date of dispatch. Any order less than \$200 will incur a \$22.50 surcharge. All prices are GST exclusive.

3. CUT LENGTH PRICE

Cut length price is charged on all specified lengths less than a full piece.

4. PIECE PRICE

Piece price is charged for a full piece and longer. It should be noted that piece sizes vary considerably.

5. PAYMENT

(a) Terms of payment are strictly net and payment is end of the month following.

(b) Interest is payable on amounts overdue for payment at the rate of 1.5% per month.

(c) Unless otherwise expressly appropriated by the Supplier, payments shall be deemed to discharge the Customer's oldest debt and shall first reduce any costs and interest outstanding before reducing the principal debt.

(d) On all contacts and orders in excess of \$10,000 a 50% deposit will be required prior to the order being placed. This may also apply to orders where special prices have been negotiated.

(e) The Customer may not deduct or withhold any amount from payments to the Supplier for any reason (whether set off, counterclaim or other reason).

6. CANCELLATION

Once an order has been received and accepted by the Supplier, it cannot be cancelled by the Customer.

7. DELIVERY

(a) The Supplier's responsibility for delivery ceases at the pre-agreed point of delivery.

(b) Any period or date for delivery stated by the Supplier is an estimate only and is not a contractual commitment. The Supplier will endeavour to meet any estimated delivery dates but in no circumstances whatsoever will the Supplier be liable for any loss or damage suffered by the Customer or any other person for failure to meet an estimated delivery date.

(c) The Customer will take any action necessary on its part for timely delivery of the Goods. The Supplier will not be liable for any loss or damage suffered by the Customer as a result of the Customer failing to provide the necessary access and personnel to accept the goods at the agreed delivery point.

(d) Where the Supplier agrees to send the Goods to the Customer at the Customer's expense then, delivery of the Goods to a carrier, either named by the Customer or failing such naming, to a carrier at the Supplier's discretion for the purpose of transmission to the Customer, is deemed to be delivery of the Goods to the Customer. Unless the Customer requires otherwise in writing, the Supplier will make such contract with the carrier at limited carrier's risk within the meaning of the Carriage of Goods Act 1979 and the Customer is responsible to take all steps to insure the Goods during carrying against loss due to any cause or deterioration. Where there is no agreement that the Supplier will send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the Customer's expense is deemed to be delivery to the Customer. The Supplier is not liable to the Customer in any respect connected with the non-delivery or late delivery of Goods, however the delay or non-delivery was caused.

8. CLAIMS AND RETURNS

(a) The Customer will immediately inspect all deliveries made by the Supplier to its premises or those of a nominated third party.

(b) Claims will only be considered if the fabric has not been cut and the matter has been raised with the Supplier within 14 days of receipt of the goods. Indent goods are not returnable.

(c) When incorrect or faulty Goods have been supplied the following procedure for return is to be followed:

1. A phone call must be placed to the Supplier to obtain an approval number.

2. Full details of Goods to be returned together with written details of reason for return with the approval number are to accompany the goods. It should be noted that the approval number does not mean the Goods will be accepted as returned by the supplier.

(d) If the Supplier agrees to accept the return of correctly supplied Goods over ten metres the Supplier shall charge a service Charge of 20% of invoiced value. Correctly supplied goods under 10 metres cannot be returned.

(e) All agreed returns must be arranged through the Supplier's carrier.

9. PRODUCT LIABILITY

(a) The Customer shall rely on its own judgement and skill in all respects and must satisfy itself as to the condition, quality and suitability of the goods and fitness for the purpose(s) for which the Customer wishes to use the Goods.

(b) No liability will be accepted for changes in appearance, performance or defects in any of the Supplier's fabrics if they are treated after purchase by any process, including flame proofing or the application of stain repellent treatments, for any reason whatsoever.

(c) Fabrics should not be exposed to direct or reflective sunlight as all fabrics fade.

10. LIMITATION AND EXCLUSION

(a) Except as specifically set out in these Terms and Conditions, any term, representation, condition or warranty in respect of the quality, condition or description of the Goods, whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded to the maximum extent permitted by law.

(b) The Supplier will remedy any claims for defective Goods by replacement or repair. Failing this, claims are limited to a sum not exceeding the invoiced value of the Goods. The Supplier will be under no liability to the Customer for any consequential losses, losses of profit, losses of opportunity, any indirect damages or losses, expenses or costs arising from or connected with any defective Goods.

(c) Nothing in these terms and conditions shall be interpreted as excluding or restricting any legal liability of the Supplier under any legislation in Australia or New Zealand except to the extent permitted by that legislation, and all provisions of these Terms and Conditions of Trade shall be read and modified to the extent necessary to give effect to that intention.

(d) The Customer shall not, in relation to the supply by the Customer of the goods, give or make any undertaking, assertion or representation in relation to the Goods without the Suppliers prior approval in writing and the Customer shall indemnify the Supplier against any liability or cost incurred by the Supplier as a result of any breach by the Customer of this provision.

(e) If the Customer contracts out of the provisions of any legislation then the Customer shall promptly and fully indemnify and keep indemnified the Supplier against any and all liability and/or costs expenses suffered or incurred by the Supplier connected with any breach by the Customer of this provision.

(f) The Supplier and Customer acknowledge that in respect of supplies in New Zealand that the Goods are supplied and acquired in Trade, the Customer will be resupplying the Goods in trade, they acknowledge that they are both in trade, and agree to contract out of the provisions of the Consumer Guarantees Act 1993 and that it is fair and reasonable to do so.

11. PROPERTY AND TITLE

(a) Risk in any goods supplied by the Supplier to the Customer shall pass when the Goods are delivered to the Customer or into custody on the Customer's behalf.

(b) Notwithstanding that credit may be allowed or extended to the buyer for payment of the Goods, title to and ownership of the Goods shall not pass to the buyer until all moneys payable to the Supplier have been paid in full for the Goods and for all other Goods supplied by the Supplier to the Customer.

(c) Goods belonging to the Supplier shall at all times be stored and identified as such. In the event of any doubt as to whether any goods in the possession of the Customer belong to the Supplier or the Customer, the Supplier's determination thereof shall be final and conclusive except in the case of manifest error. The onus of proving any such errors shall be on the Customer.

(d) The Supplier shall be entitled to repossess all Goods, which it claims belongs to it at any time without notice and for such purpose the Customer grants the supplier an irrevocable licence and acknowledges that it shall be lawful for the Supplier and/or its agent to enter any premises where such Goods are or are believed to be and to remove such Goods. The Customer hereby indemnifies and agrees to hold harmless the Supplier against any damage howsoever caused in relation to such entry and removal including consequential loss or damage to any third party or to the Customer, including the storage of the Goods pending re-sale by the Supplier. Without limiting the generality of the rights conferred on the Supplier by this clause, the Supplier may exercise its rights pursuant to this clause if payment in respect of any Goods supplied to the Customer is overdue or if the buyer becomes bankrupt or enters into liquidation, a composition of creditors, has a receiver or receiver-manager appointed over all or any part of the Customers assets or becomes insolvent.

(e) If at the time of default either in payment for the Goods or of any term or condition herein all or any of the Goods have been lost or damaged or destroyed circumstances which entitle the Customer to claim reimbursement pursuant to any insurance policy, then the Customer authorises the Supplier to act in all respects in its place in making or pursuing such claim and assigns to the Supplier all legal or equitable title to the proceed of such claim, which proceeds are to be credited towards the amounts owed by the Customer to the Supplier whether or not the amount so owed relates to the Goods subject to such claim. As such proceeds, which are received by the Customer shall be held in trust for the Supplier.

12. LEGAL COSTS

The Customer must pay on demand all legal or other costs (on a Solicitor/Client basis) and all other costs charges and/or expenses suffered or incurred by the Supplier connected with any enforcement action taken by the Supplier against the Customer pursuant to these Terms and Conditions of Trade.

Initial Here

Date

Unique Fabrics New Zealand Pty Ltd
489 Burwood Road
Hawthorn Vic 3122
Phone (03) 9816 2000
Fax (03) 9816 2050



TRADING ACCOUNT APPLICATION

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I/We hereby authorise Unique Fabrics New Zealand Pty Ltd to obtain information relating to my/our credit worthiness from myself/ourselves or any other person or company.
I/We further authorise Unique Fabrics New Zealand Pty Ltd and associated companies to provide any information Unique Fabrics New Zealand Pty Ltd holds about my/our business relating to credit worthiness to any other person or company In consideration of the Supplier agreeing to Supply goods to the Customer on credit at the Guarantors request the Guarantor (being the person, persons or corporate body named on the face of this document) hereby guarantees payment for all goods supplied to the Customer by the Supplier and guarantees the performance of the Customers obligations at the time and in the manner required by the Terms and Conditions of Trade between the Supplier and the Customer and the Guarantor covenants with the Supplier that no release, delay or other indulgence given by the Supplier to the Customer or alteration to the terms of trade or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a Guarantor and as between the Guarantor and the Supplier the Guarantor may for all purposes be treated as the Customer and the Supplier shall be under no obligation to take proceedings against the Customer before taking proceedings against the Guarantor. Should there be more than one Guarantor their liability under this Guarantee shall be joint and several.

By completing and signing this form, you acknowledge that you have received and read a copy of the Terms and Conditions of Trade.

DATED this _____ day of _____ 2017

The Supplier: *Unique Fabrics New Zealand Pty Ltd*

The Customer : _____

Full Name: _____

Signature: _____

Guarantor Full Name: _____

Signature: _____

Approved:

Sales:

Accounts:

Date: