



# Willemdeer Unit Trust T/A **Ezi-Batten** (the Company)

ABN 71083386706

## Terms of and Conditions of Sale

All goods and services purchased from the Company are sold subject to the following terms and conditions of sale (The Terms). The Terms shall prevail notwithstanding any other document, terms and conditions, or anything else except a written agreement between the customer and the Company or such terms that are implied by or under any law and which cannot be excluded.

**1. Quotations**

No quotation given by the Company to the Customer shall constitute an offer to sell goods to the Customer. Prices given in any quotation by the Company are applicable only to that quotation and will not apply in any other instance. Unless otherwise stated quotations are valid for 30 days from the date of issue by the Company.

**2. Prices.**

Prices may be altered without notice and goods will be charged at the price ruling at the time of order or at that provided in any written quotation within the validity period. Any GST and/or any other government impost or charge applicable to the goods or services supplied will be paid by the customer.

**3. Payment**

Payment will be made on or before delivery or for customers with a trading account established with Company within the trading terms stated for the account.

**4. Retention of Title**

- (i) Property in any goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the Company receives the full purchase price for the goods.
- (ii) At the time and date of delivery or collection the risk in the goods shall pass to the Customer. Until payment in full is received by the Company, the Customer shall hold the goods as bailee for the Company.
- (iii) Any monies received by the Customer in part or full payment for the goods supplied shall be kept by the Customer for the benefit of the Company and paid to the Company by the due date.
- (iv) The Customer will notify the purchaser of goods or services that include goods supplied by the Company that such goods are subject to retention of title in accordance with this clause.

**5. Telephone Orders**

If there is a discrepancy between the order taken by telephone by the Company and later confirmation by the Customer in writing, the Company's record of the telephone order shall prevail.

**6. Cancellation or Amendments to Orders**

Once the Company has accepted an order it can only be cancelled or varied by the customer to the extent that the Company agrees in writing to such cancellation or variation.

**7. Limitation of Liability**

- (i) The Company accepts no liability for any consequential loss by the customer for any use or misuse of the goods or services provided. In the event of supply of faulty goods the liability of the Company is limited to replacement of goods or services or the invoiced value of the goods or services only.
- (ii) The Customer warrants that it has verified its requirements independently and has not relied upon representations, advice or literature supplied by the Company, except to the extent that products of the Company meet the standards stated in its specifications.
- (iii) In the event of a claim by the Customer of faulty goods supplied by the Company the goods will not be accepted by the Company until it has inspected the goods at the Customer's premises or on site unless otherwise agreed by the Company in writing. Claims for faulty goods must be made in writing within seven days of delivery.
- (iv) The Company is not responsible for damage whatsoever that may be caused to any third party as a result of any breach of contract by the Company.

**8. Delivery**

- (i) All prices quoted are ex works and unless otherwise agreed by the Company in writing a delivery charge will apply. Unusual lengths or dimensions may incur additional charges and the Customer should inquire at the time of ordering.
- (ii) Where goods are delivered to a particular site at the Customer's instruction the goods will be delivered entirely at the Customer's risk. If the site is unattended the cartage contractor or the Company's driver will sign the delivery docket and this shall be conclusive evidence of delivery.
- (iii) Unloading of goods shall be the Customer's responsibility and the Company will not be responsible for any damage resulting from the unloading of goods by the Customer or anyone on its behalf or by the Company's employee or agent.
- (iv) When goods are collected from the factory, the Customer or its agent will be exclusively responsible for loading, tying down and verification of suitability for transport of the goods. If the Company is requested to enter a property it accepts no responsibility for any damage caused by the Company or its employee or agent to the property or goods lying on that property.

**9. Force Majeur**

The Company shall not be liable to the Customer where an event of Force Majeur prevents or delays the Company from performing any obligation under the Terms.

# Credit Account Application to

**Willemdeer Unit Trust T/AEzi Batten ACN 71083386706 (The Company)**

## Customer Details

Business Name .....(the Customer)  
ABN/ACN .....  
Company Name .....  
Business Address .....  
.....  
Postal Address ..... web site www. ....  
Business Telephone ..... Fax No .....  
Mobile ..... Email .....

## Details of Proprietors, Partners or Directors

Name in full	Address (private)	Date of Birth
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....

## Trade References

	Trading Name	Contact	Telephone	Fax
1.	.....	.....	.....	.....
2.	.....	.....	.....	..... 3.
	.....	.....	.....	.....
	.....	.....	.....	.....

I/We acknowledge receipt of the Terms and Conditions of Trade of the Company and the Additional terms and Conditions applicable to credit account Customers. I/We agree to be bound by those terms and conditions unless they are amended by a written agreement between the Company and the Customer.

## Privacy

I/We acknowledge and specifically agree that the Company may request a credit report on me/us to be given to it for the purpose of assessing this application by a credit reporting agency, bank or financial institution. We accept that such a report may contain consumer credit information. I/We agree that the Company may give information supplied to the Company to the credit reporting agency, bank or financial institution.

**Dated: the                      day of                      201.....**

The common seal of the applicant  
company was hereunto fixed by  
the authority of the Board of  
Directors in the presence of:  
.....  
Director or Company Secretary

Director's Signature  
.....  
affix seal here

Sole Trader  
.....

# **Additional Terms and Conditions of Sale applicable to credit account Customers**

In Consideration of credit being granted by the Company the Customer accepts the normal terms and conditions of sale of Willemdeer Unit Trust t/ Ezi Batten and specifically agrees to the following additional terms and conditions:

**1. Payment**

To maintain the credit account all payments must be made by the due date. In the event that payment is not made by the due date, the Company reserves the right to require all amounts owed to the Company by the Customer to be paid on demand whether they are due or not and to cancel any contract or contracts for goods which have not been delivered. An administration charge of 1% per month will be payable by the customer on any amounts unpaid at the due date. A demand for payment if required will be made in writing to the address shown on the credit application or any other address as advised by the Customer. If the account remains unpaid for 7 days from the date of posting, the Company reserves the right to charge the Customer for any collection costs incurred by the Company or its Agents.

**2. Change of Status**

The Customer must advise the Company of any change of status of the business, any change of Directorships or change of a Partnership. The Customer must advise the Company of any substantial change in ownership of the Customer. The Company reserves the right to terminate or amend any credit facility if there is a change of status of the Customer if, in the sole opinion of the Company, the change may affect the ability of the Customer to sustain the credit account.

**3. Delivery**

The Company reserves the right to suspend deliveries to a Customer if the credit limit granted to the Customer is exceeded.

**4. Retention of Title**

Goods sold to the Customer remain the sole property of the Company until payment in full is received from the Customer. The customer irrevocably authorises the Company to repossess goods for which the Company has not received the full purchase price by the due date. The Customer irrevocably authorises the Company or its agent or employees to enter onto any land on which the goods have been left on to which the Customer has right of entry with or without vehicles without responsibility for damage caused and remove the goods.

**5. Disputes**

Any dispute between the parties arising from this agreement must be settled by consultation between the parties. Any dispute that remains unsettled for thirty days will be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with said rules.

**6. Guarantee**

If the Customer is a Company or a Partnership and the Customer enters into voluntary administration, administration, receivership or liquidation the Directors irrevocably agree personally to pay any amounts outstanding to the Company on demand.

**7. Jurisdiction**

This agreement is governed by the laws of Queensland.

**Nothing in these conditions shall be read or applied so as to exclude restrict or modify or have the effect of excluding restricting or modifying any condition, warranty, guarantee right or remedy implied by law and which cannot be excluded restricted or modified.**