

CONFIDENTIAL CREDIT APPLICATION

Office Use Only. Customer #:

Company Details

Trading Name :

Company Name :

ABN :

Business Address :

Country :

Town : Postcode :

Delivery Address :

Country :

Town : Postcode :

Phone : Mobile :

Email :

Business Type (Please select) : Company Partnership Sole Trader Trust

Year Business Commenced Trading : Estimated Monthly Purchases : €/£

Accounts Contact : Name :

Email :

Trade References (Minimum of 3)

1. Name :

Email :

2. Name :

Email :

3. Name :

Email :

Declaration & Signature

I/We hereby understand and agree to adhere to the terms and conditions of sale of Sutton Tools Pty. Ltd., as identified below.

Signed : Date : (dd/mm/yyyy)

Print Name :

Title (Please select) : Director Public Officer Owner

Signed : Date : (dd/mm/yyyy)

Print Name :

Title (Please select) : Director Public Officer Owner

Office Use Only

Date : Recommended by :

Approved by :

Terms & Conditions of Sale

1. GENERAL

In these conditions of sale:

"the seller" means Sutton Tools Pty. Ltd. (A.B.N. 12 004 175 731)

"the buyer" means the person or company placing an order with the seller for the purchase of goods/services.

"the goods/services" means the goods/services supplied by the seller under its contract with the buyer.

2. PAYMENT

- 2.1 The purchase price in relation to goods/services shall be payable net within 30 days from the end of the month in which the goods/services were dispatched by the seller to the buyer, unless other terms of payment are expressly stated in writing and signed by the seller.
- 2.2 Should the buyer fail to pay any amount to the seller when it is due, in respect to any order, the seller in addition to any other rights it may have, shall be entitled to suspend further deliveries in respect to any order.

3. RIGHTS IN RELATION TO GOODS/SERVICES

- 3.1 The property in the goods/services shall not pass to the buyer until payment in full on any account whatsoever has been received by the seller, and the buyer's payment has been honored.
- 3.2 If the buyer fails to honor any of these Terms & Conditions of Sale, the seller, without notice shall have the right to take possession of the goods/services and/or recover the full amount owing to the seller together with interest and costs.
- 3.3 The buyer shall hold the goods/services supplied by the seller in such a way as to identify them as being goods/services in which the property has not passed to the buyer pending payment in full.
- 3.4 Until payment of all debts owing to the seller (some which may not necessarily be due for payment), the seller has the right to retake and resume possession of any of the goods/services, should an arrangement under Part X of the Bankruptcy Act 1966 be invoked against the buyer, or the buyer is placed into receivership/liquidation or wound up.

4. GENERAL CONDITION OF SALE

- 4.1 Delivery Free into store, to Sutton Tools Distributors, in pack quantities as detailed in the price list.
- 4.2 Minimum orders value \$250.00 nett for F.I.S delivery. Orders less than \$250.00, a \$10.00 service and handling fee will apply.
- 4.3 Goods sent direct to endusers: a surcharge of \$25.00 will apply to consignments less than 5 kilo's, above 5 kilo's – price on application. If applicable, GST of 10% will be charged.
- 4.4 All prices shown are in AUSTRALIAN DOLLARS.
- 4.5 Priced items are stockable; items outside this range are made to special order only. The prices set out and referred to herein are recommended prices only and there is no obligation to comply with the recommendation.

5. CLAIMS AND DEFECTS

- 5.1 Claims due to customer ordering errors will be subject to a restocking charge of 15% and must be returned in a saleable condition - unmarked, unopened, pristine condition to current specifications. Sutton Tools' sales department should be contacted prior to any goods being returned. Any goods being returned should be freighted at Customer / Buyer cost.
- 5.2 Claims must be reported without delay upon discovery of the same and in any event not later than 7 working days following delivery.
- 5.3 Where complaints in respect to defects or warranted goods are justified our liability is limited solely to the obligation to take back the goods and to replace them free of charge.
- 5.4 The company reserves the right to adopt without prior notice, standards and dimensions other than those set forth herein.