

# SCOUR PADS (AUST) PTY LTD

**ABN 96 132 186 942**

## NEW ACCOUNT APPLICATION

TRADING NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS FOR INVOICE: \_\_\_\_\_

TYPE OF BUSINESS:

(A) SOLE TRADER (B) PARTNERSHIP (C) PTY LTD COMPANY (D) PUBLIC COMPANY  
YEAR ESTABLISHED .....NUMBER OF YEARS UNDER PRESENT OWNERSHIP .....

ACN NUMBER: \_\_\_\_\_ ABN NUMBER: \_\_\_\_\_

OWNERS/PARTNERS/DIRECTORS: (Not required in the case of Public Companies)  
FULL NAMES TITLE PRIVATE ADDRESS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

APPROXIMATE MONTHLY PURCHASES: \$ \_\_\_\_\_

BANK: NAME BRANCH ADDRESS TELEPHONE NUMBER

NAME OF PERSON RESPONSIBLE FOR PAYMENT OF YOUR ACCOUNTS  
NAME OFFICE ADDRESS TELEPHONE NUMBER

TRADE REFERENCES:  
NAME ADDRESS TELEPHONE NUMBER

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

BY MAKING THIS APPLICATION, THE CUSTOMER AGREES TO THE TERMS AND  
CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS APPLICATION FORM

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

*KINDLY READ AND SIGN THE REVERSE SIDE OF THIS APPLICATION FORM*

**Scour Pads (AUST) Pty Ltd**  
**Factory & Office: Unit 1—2 Dalkeith Drive, Dromana 3936 Vic**

**Ph: 03 5981 4791**

**Fax: 03 5981 4792**

**Email: glenn@scourpads.com.au**

**Email: renato@scourpads.com.au**

# SCOUR PADS (AUST) PTY LTD

## TERMS AND CONDITIONS OF SALE

### 1. *Prices*

Prices charged will be the price ruling at time of delivery by **Scour Pads (AUST) Pty Ltd**. They are subject to change but prior notice will be given.

### 2. *Terms of Payment*

**WITHIN THE TRADING TERMS AGREED UPON**

### 3. *Delivery & Insurance*

All orders will incur a delivery charge. Where special freight requirements are requested and goods are picked up or delivered to a carrier nominated by customers, our responsibility ceases when the goods are picked up or delivery is made to the nominated carrier.

Freight charges made by nominated carriers are the receiver's responsibility.

**Insurance against loss or damage of Goods in transit is the responsibility of the customer.**

### 4. *Claims*

Any claims against **Scour Pads (Aust) Pty Ltd** (hereafter referred to as "**the Company**") must be made in writing within 7 days of delivery of the goods except claims for non-delivery which must be made in writing within 14 days from the date of invoice. All claims must refer to a relevant invoice number, date of invoice and reason for claim.

### 5. *Returns*

No freight charges for goods returned at the volition of *the Purchaser* shall be accepted by **the Company** unless authorised by **the Company** in writing prior to the goods being returned.

Goods returned for credit may be subject to a handling fee of up to 20%.

The following goods cannot be returned for credit under any circumstances:

- (a) Goods specially made or purchased for *the Purchaser*;
- (b) Goods damaged or altered in any way by *the Purchaser*.

### 6. *Retention of Title*

(a) Property in the goods shall not pass to *the Purchaser* until **the Company** has received payment in full for the goods. If *the Purchaser* fails to make any payment when due or commences to be wound up or is placed under official manager to be appointed or becomes insolvent or bankrupt or commits an act of bankruptcy, it shall be lawful for **the Company** without previous notice to repossess the goods and enter any premises for the purpose of such repossession.

(b) Until **the Company** has received payment in full for the goods *the Purchaser* shall store the goods in such place and in such manner to ensure that it is capable of being clearly identified as the property of **the Company**.

(c) Notwithstanding the provision of paragraph (a) hereof, where **the Company** has not received payment in full for the goods, *the Purchaser* shall be at liberty to sell and deliver the goods (or any part thereof) to a third party in the ordinary course of business provided that, should **the Company** so require, *the Purchaser* will assign to **the Company** all its rights in respect of the monies owing by the third party to *the Purchaser* thereof.

### 7. *Product Warranty*

The liability of **the Company** under all warranties shall only be to replace defective goods supplied. The warranty does not cover products which malfunction as a result of improper installation or misuse, nor any resulting loss or damage incurred either directly or consequentially.

SIGNATURE: \_\_\_\_\_ POSITION: \_\_\_\_\_