

1. Account / Default

- (a) Payment in full is required within 30 days from date of invoice.
- (b) Orders placed must total a minimum of \$400.00 for delivery, any order placed under the \$400.00 minimum will incur additional delivery fees.
- (c) Any request for credit of goods must be done within 7 days of receiving unwanted stock.
- (d) Overdue accounts will be subject to interest at the rate prescribed by the Penalty Interest Rates Act (Vic) plus 2%.
- (e) Where more than one party is liable for payment of this account, they will be liable jointly and severally.
- (f) The customer covenants that the information provided in this Application is true and correct.
- (g) Orders are subject to the terms and conditions notified to the Customer from time to time.
- (h) The Customer shall allow access to the Supplier to repossess such goods where this account is more than 30 days overdue or where the Customer goes into receivership, liquidation or administration.
- (i) Reference to an individual includes reference to his heirs and executors and reference to a company shall include its Receivers, Administrators and Liquidator.
- (j) Upon the happening of any of the following events: -
 - The commission by buyer of any act of bankruptcy or the buyer going into liquidation, or a petition being presented for the sequestration of buyer's estate or for the winding up of buyer, or
 - Buyer assigning its property for the benefit of its creditors or having a receiver or official manager appointed to any of its assets, or
 - Buyer failing to make any payment to the seller on the due date; or
 - Buyer being in breach of any of these terms and conditions:
 - Collectors Fees.

Then in any such event the seller shall without prejudice to any other remedies have the right to:

- Cease production of goods and / or
 - Decline to deliver the goods or any balance of the goods still due under this contract, and / or
 - Stop any goods in transit, and / or
 - Otherwise cease to perform any its obligations to buyer, and / or
 - Terminate the contract without incurring any liability at law or in equity and without prejudice to its rights to recover amounts owing to it by buyer and / or damages; and / or
 - Enter into any premises and repossess any goods already delivered and whether or not property in such goods has passed to the buyer in respect of which entry buyer shall indemnify and keep indemnified seller for all damages for which seller may be responsible, and / or
 - Recover from buyer the contract price together with default interest in accordance with Clause 3(b) of all goods delivered and for freight storage handling and other expenses incurred by the seller, and / or
 - To sell elsewhere and charge buyer with any resultant loss.
- (k) Accounts referred to a Collection Agency or Solicitor will have all legal costs and commission added to the amount due, therefore you agree to pay all added fees.**

2. Price

- (a) Prices quoted are based on the full quantities specified and do not necessary operate pro-rata for any greater or less quantities.
- (b) Prices quoted are exclusive of G.S.T. which, when applicable, will be charged to the purchaser.
- (c) Prices quoted and this contract are based on present rates and costs of material, labour, freight, insurance, customs agents and carrier's fees, government tariffs, duties and taxes and shall be subject to increase in respect of any variation **(without notice)** in such rates or costs or the method of assessment of the same occurring before completion of the contract.

3. Inspection and Acceptance

Upon delivery of the goods buyer shall inspect the goods and give written notice to seller within seven (7) days of delivery of any non-conformity to description or the terms and conditions of this contract. Failure to give such notice shall constitute an irrevocable acceptance of the goods by the buyer.