



ACN: 005 801 098 ABN: 30 005 801 098

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odemi melbourne

RAW by RAW

CREDIT APPLICATION:

Trade Name:.....

ABN:..... ACN:.....

ADDRESS:.....

.....

PHONE:..... FAX:.....

BUSINESS ADDRESS (If different from trading address):.....

.....

PHONE:..... FAX:.....

PROPRIETORS, PARTNERS or DIRECTORS:

NAME:..... PHONE:.....

HOME ADDRESS:.....

.....

BUYERS NAME: CONTACT NUMBER:.....

How long has the business been established?.....

How long has this business been operating under present management?

BANK:..... BRANCH ADDRESS:.....

..... ACCOUNT NUMBER:.....

TRADE REFERENCES (Companies supplying fashion merchandise to your business):

NAME: Nature of Business:.....

PHONE:..... FAX:.....

NAME: Nature of Business:.....

PHONE:..... FAX:.....

NAME: Nature of Business:.....

PHONE:..... FAX:.....

Our TRADING TERMS are as follows, and must be adhered to:

C.O.D. or 7 Days – 5.5% discount, thereafter – strictly NETT. On accounts not paid within 60 days, we reserve the right to charge 2.5% interest per month on amounts not paid past 60 days.

I/We do understand the above trading terms.

The above information is true and correct to the best of my/our knowledge.

SIGNED:

POSITION:

DATE:

COMPANY SEAL:

Robal Australia Pty. Ltd.

ABN: 30 005 801 098 ACN: 005 801 098



1. **GENERAL**

In these conditions, Robal Australia Pty. Ltd. is called "the Company" and the individual firm, company or other party with whom the company is called "the customer". The Company does business only upon these terms and conditions, and no terms or conditions sought to be included by the Customer shall have any effect. Any contract made between the Company and the Customer ("the Contract") shall incorporate and be subject to these conditions. No variation of these conditions is permitted except with the Company's written consent. Orders for delivery from stock are made subject to Goods remaining unsold at the time of receipt of the Customer's order to the Company's approval of the account and the Customer Credit Application to the company.
2. **PRICES**

Unless otherwise provided, all prices quoted are subject to alteration at any time by the Company without notice. All prices quoted are Net Exclusive of Sales Tax.
3. **RISK**
 - A. Unless the Customer has requested the Company make special arrangements, the Risk in respect of the Goods shall pass to the customer up delivery to the Customer's premises.
 - B. Where the Customer has requested a special delivery arrangement, risk in respect of the Goods shall pass to the Customer upon leaving the Company's premises. Unless otherwise agreed with in writing the Company shall on behalf of the Customer arrange the carriage of the Goods and their insurance against all usual risks, the cost of which shall be for the Customer's account. The Company will not in any circumstances accept liability for damage, shortage or loss during transit. At point of delivery, insurance is the responsibility of the Customer.
4. **PASSING OF PROPERTY**
 - A. Property of the goods shall pass to the Customer at the time the Goods are paid for by the Customer in full unless otherwise agreed in writing by the Company.
 - B. Notwithstanding clause 4A, the risk of loss or damage to the Goods shall pass to the Customer from the time of delivery to the Customer or its agent or the Customer shall keep the Goods properly insured for the insurable value until all moneys whatsoever owing by the Customer have been paid in full.
 - C. Until all monies owing to the Company have been paid in full for all Goods supplied to the Customer under this or any other contract and the Customer has satisfied any other debts owing to the Company, the Customer shall hold any goods delivered to its as fiduciary agent or bailee of the Company pending such payment and shall ensure that all Goods supplied to the Customer by the Company are stored separately from all other goods which may be in the Customer's possession, and that all Goods supplied to the Customer under this or any other contract are clearly labelled as being to the Company. The Customer shall allow representatives of the Company to inspect all premises where any Goods supplied to the Customer by the Company are stored and shall comply with all reasonable directions given by the Company and/or its representatives to ensure compliance with the requirements of this clause.
 - D. Until all monies due for all Goods supplied to the Customer by the Company are paid, the Company authorises the Customer to sell the Customer the Goods to a third party as a fiduciary agent of the Company. The Customer shall, however, not represented to any third party that it is in any way acting for the Company and the Company will be bound by any contract with third parties made by the Customer.
 - E. If the Customer fails to pay for the Goods by the Payment Date or if the Customer commits an act of Bankruptcy or has a receiver of a receiver and manager or administrator appointment over any of its assets or goes into liquidation (including provisional liquidation) or any similar events occurs, then, without prejudice to any other rights of the /company the company shall be entitled to enter upon any premises (without notice) where the Goods for which full payment has not been made are stored and to retake possession of such Goods. The Company shall there upon be entitled to resell such Goods to a third party, and the Customer shall indemnify the Company from and against, and shall pay on demand to the company, all loss, damage costs or expenses which the Company may suffer of incur in retaking possession of the Goods and arranging for the sale to a third person, any shortfall on sale of such goods to a Third person, all selling expenses and all other loss, damage, costs or expenses incurred by the Company in respect of such repossession and resale of the Goods or any of them.
5. **TERMS OF PAYMENT**
 - A. The company shall be entitled to interest on the unpaid account or any part thereof not paid by such due date from the date until payment at the maximum bank overdraft rate prevailing from time to time. For the purposes of this contract, an account shall be deemed not to be paid or satisfied until every cheque or negotiable instrument given in respect of the same has been paid in full. The Customer shall pay the Company's costs and expenses of and incidental to the recovery of overdue account including any bank or other fees (including legal fees) payable in connection with any cheque or negotiable instrument, which is not paid in accordance with its terms.
 - B. If the Customer defaults in payment of any invoice when due, the Company shall indemnify the Customer from and against all of the Company's legal costs and disbursements for collection or attempted collections of the defaulted amount calculated on a solicitor and own client basis.
 - C. If your account exceeds our trading terms and is passed over for collection, the customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and let costs (on a full indemnity basis) incurred by Robal Australia Pty. Ltd. for enforcement of obligations and recovery of monies due from the Customer to Robal Australia Pty. Ltd.
6. **DELIVERY**
 - A. The Company will use its reasonable endeavours to comply with any date or dates for dispatch or delivery of the Goods Started in the contract but, unless the contract expressly otherwise provides such date or dates shall constitute only statements of expectations and shall not be binding on the Company. If notwithstanding that the Company has used its best endeavours, the Company fails to dispatch or deliver the Goods by the date or date, such failure shall not in any event constitute a breach of the contract and the Customer shall not be entitled to treat the contract as thereby repudiated too rescind it or any related contract in whole or in part, or to claim compensation for such failure.
 - B. The Customer waives any claim for shortages for any Goods supplied, if a claim in respect of such shortage has not been lodged with the Company within seven (7) days from the date of receipt of Goods by the Customer
7. **CANCELLATION**

The Company will only accept the cancellation of any order by the Customer if the Customer reimburses the Company for all manufacturing and other costs and expenses including loss of profit incurred by the Company up to the date of cancellation.
8. **TERMINATION**
 - A. If the Customer commits a breach of this or any other contract or of any other of his obligations to the Company or if any distress or execution is levied upon the Customer's property or assets or if the Customer makes or offers to make any arrangement or composition with its creditors or (if an individual or a number of individuals) commits any act of bankruptcy comprising the Customer or (if the Customer is limited company) if any resolution or petition to wind up his business (other than for the purpose of reconstruction or amalgamation) is assed or resented or a receiver of its undertaking property or assets or any part thereof is appointed, or is an administrator is appointed, the Company shall have the right forthwith to terminate the Contract and upon written notice of such termination being posted by the Company to the Customers last known address any subsisting Contract shall be deemed to have been terminated without prejudice to any claim or right the Company may otherwise make or have against the Customer but it is nevertheless agreed that the Customer shall pay the Company at the contract rate for all work up to and including the date of termination.
 - B. If the Company is prevented for a continuous period of six months from performing the Contract due to causes beyond its control, this Contract may be terminated at the opinion of either party upon giving to the other party one months notice in writing.
9. **LIEN**

Without prejudice to the provisions contained herein and to any other remedies the Company may have, The Company shall in respect of all unpaid debts due from the Customer have a general lien on all Goods and property of the Company in its possession and shall be entitled on the expiration of 14 days notice to the Customer to dispose of such Goods or property as it thinks fit and apply any proceeds towards reduction of such debts.
10. **NOTICES**

Notices to either party hereunder shall be in writing and may be served personally or by sending by facsimile or by being delivered to the party's address shown herein or last known or by being posted by prepaid letter addressed to such party at such address. In the case of service by post the notice shall be deemed served on the business day following posting.
11. **GOVERNING LAW**

These Conditions and any Contract made between the Company and the Customer hereunder shall be governed by and construed in accordance with the law of the state of Victoria and the Customer hereby submits to the jurisdiction of the Courts and the State and any Courts which may hear appeals there from.

Directors Personal Guarantee

Name	Position	Signature	Date