

<b>Teaco Pty Ltd</b> <b>ABN 60 143 243 493</b>	<b>21-23 Pakington St.Kilda 3182</b> <b>P.O Box 90 St.Kilda 3182</b>  <b>Phone: 03 9527 1357</b> <b>Fax: 03 8678 1359</b> <b>Email:sales@teaco.com.au</b>
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**REQUEST FOR CREDIT ACCOUNT**

BUSINESS  
NAME:.....  
.....

BUSINESS  
ADDRESS:.....POSTCODE:.....  
.....

POSTAL ADDRESS:.....  
POSTCODE.....

TELEPHONE:.....  
FAX:.....

HOW LONG ESTABLISHED:.....ABN  
NUMBER:.....

CONTACT RE:  
ACCOUNTS:.....TELEPHONE:.....FAX:.....  
.....

EMAIL:  
.....  
.....

DATE OF REGISTRATION:.....REGISTRATION  
NUMBER:.....

TYPE OF EXISTING  
BUSINESS:.....  
.

PREVIOUS NAME IF CHANGED IN LAST TWO  
YEARS:.....

OTHER TRADING NAMES (if  
applicable):.....

ARE THERE ANY ENCUMBERANCES OVER THE  
BUSINESS:.....

1\$......IN FAVOUR  
OF:.....

2\$......IN FAVOUR  
OF:.....

3\$......IN FAVOUR  
OF:.....

FULL NAME OF DIRECTORS:

1.....TITLE:.....  
.....

2.....TITLE.....  
.....

3.....TITLE.....  
.....

PURCHASING OFFICER:.....  
EMAIL:.....

TRADING  
BANK:.....MANAGER:.....  
.....

BRANCH:.....TELEPHONE:.....  
.....

NAME, TELEPHONE AND FAX NUMBER FOR THREE TRADE REFERENCES

1.....TELEPHONE:.....FAX:.....  
.....

2.....TELEPHONE:.....FAX:.....  
.....

3.....TELEPHONE:.....  
FAX:.....

**TERMS 30 DAYS**

THE ABOVE DETAILS ARE CORRECT AND ARE GIVEN IN CONFIDENCE FOR THE PURPOSE OF DETERMINING MY/OUR CREDIT STATUS WITH **TEACO PTY. LTD.** WHOSE CREDIT TERMS ARE PAYMENT WITHIN 30 DAYS OF THE MONTH IN WHICH GOODS ARE DELIVERED. I HAVE ALSO SIGHTED AND UNDERSTAND THE REMALPA CLAUSE.

SIGNED:..... DATE:.....

THE GOODS DESCRIBED ON THE FACE HEREOF ARE SOLD BY **TEACO PTY. LTD.** (HERIN/AFTER REFERRED TO AS "TEACO") SUBJECT TO THE FOLLOWING TERMS & CONDITIONS

**TEACO PTY. LTD.**

**TERMS AND CONDISTIONS OF TRADE**

1. These terms shall prevail over any terms or conditions stipulated or referred to be a customer in any order or in any negotiations preceding the placing of an order.
2. No variation of these terms of sale shall be of any force or effect unless such variation is reduced to writing and signed by a duly authorised representative of Teaco.
3. Any time or date for delivery specified by Teaco in respect of any sale shall be approximate only. Teaco shall not be liable for any damages, loss of profit or loss of contract sustained or suffered as a result of any delay in delivery.
4. The purchase price of goods shall be paid by the customer within 30 days of the sale. Teaco will be prepared to grant discounts for prompt payment made less than 14 days from the date of sale.
5. GST will be charged on all products unless an exemption certificate is produced at time of ordering.
6. Claims and Returns
  - Do not return goods for credit without making prior arrangements with our office.
  - Do not ask the carrier to take back goods. They will only accept goods when they have been instructed by us.
  - All returns must be accompanied by a written request for credit, quoting our Invoice Number and Delivery Docket number if applicable.
  - Claims must be made within 30 days from date of invoice.
  - Full rolls of saleable material only can be returned.
  - Returns paid for by us must be on our nominated carrier.
  - Special cuts or custom made products to firm orders cannot be returned.

- Goods proven to be faulty are returnable for replacement or credit to the value of the goods returned only.
  - Credits for goods ordered in error will be subject to a 10% restocking charge. i.e. Less 10% of invoice value of goods returned.
7. Should the whole or any portion of any amount owing by the customer to Teaco not be paid on the due date, the customer shall pay interest on such amount at the rate prescribed in the Penalty Interest Rate Act 1983 reckoned from the date on which such amount was due on the date of actual payment. If Teaco engages the services of a solicitor to collect the whole or any portion of such amount the customer shall pay all costs occasioned of the scale as between solicitor and own client.
  - 9.1 All goods delivered to the customer shall remain the property of Teaco until all sums due from the customer to Teaco under this or any other contract or orders have been paid in full and prior to such payment in full the customer shall hold all goods as bailee of Teaco and shall if required by Teaco store all goods in a manner that clearly shows the ownership of Teaco of such goods.
  - 9.2 Notwithstanding that any goods may not have been paid for in full, the customer as bailee for Teaco and not otherwise shall have the power and right to sell such goods and all proceeds of any such sale shall be retained by the customer sufficient to pay Teaco all amounts then outstanding by the customer whether on account of this or any other contract. Where the customer is not paid upon sale of goods to a third party, the customer agrees at the option of Teaco to assign his claim against that third party to Teaco upon Teaco giving to the customer notice in writing to that effect. For the purpose of giving effect to and perfecting the agreement specified in this clause 6 hereof customer irrevocably appoints Teaco as his attorney and agent.
  10. Notwithstanding the foregoing conditions herein contained the risk in the goods shall pass to the customer upon delivery.
  11. Should the customer have any claim for incorrect delivery by Teaco the customer shall be obliged to notify Teaco of such claim within three business days of delivery having been effected failing which any such claim will lapse.
  12. If the customer makes default in payment for goods supplied or commits an act of bankruptcy or being a company passes a resolution for winding up, except for the purposes of reconstruction or a Court makes an Order to that effect Teaco may (without prejudice to any of its other rights) resell the goods supplied and use the proceeds therefrom to pay any amount owing by the customer to Teaco.
  13. The customer acknowledges that he has examined the goods or a fair sample of the goods preparatory to this sale and acknowledges that the goods are free of defect and will be suitable for the purposes for which they are sold. The customer indemnifies Teaco against any claim for damages suffered by any person as a result of the use of the goods.