

**SSS Pty Ltd**

PO BOX 4189 Marayong NSW 2148

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admin_support@sewgroup.com

sss.com.au

WHOLESALE CREDIT APPLICATION**CASH ONLY ACCOUNT**

Please complete this form in full, read the acknowledgment and terms and conditions in Section 2, then sign and date your application. Return your completed and signed form to SSS Pty Ltd PO BOX 4189 Marayong NSW 2148 OR scan/photograph and email to admin_support@sewgroup.com This application does not commit the Vendor to the supply of goods or credit. Please allow seven (7) working days for processing after which the applicant will be sent an account approval letter by mail if approved.

Business Details

Business Name:

ABN:

Previous Trading Name:

(If Applicable)

Business Type:

Address:

Delivery Address: (If different to address left)

Company

Partnership

Sole Trader

Period Business has operated:

Estimated Monthly Purchases: \$

Business Services: (Check all applicable)

Sewing Machines

Papercraft/Scrapbooking

Needlecraft

Drycleaning

Dress Fabrics

General Craft

Knitting / Crochet

Alterations

Patchwork / Quilting

Beading

Machine Embroidery

Lighting

Other (Please Specify)

Contact Details

Contact Name:

(Full Name)

Phone:

Fax:

Mobile:

Email:

Directors/Partners/Proprietors

Please fill in the complete name, home address and home phone number of Directors, Partners or Sole Traders. (This information is essential and no account will be opened unless supplied)

Name:

(Full Name)

Phone:

Address:

Name:

(Full Name)

Phone:

Address:

SECTION 2

The Applicant/s acknowledge:

The Applicant(s) is/are above the age of 18 years.

The Applicant has read and understood and been advised to obtain and have had the opportunity to obtain legal advice in relation to this Account Application and the Vendors Standard Terms and Conditions of Trade, which forms part of this Wholesale Account Application (copy contained herein).

The Applicant agrees that if the Application is approved that the Applicant will abide by the Vendors Terms and Conditions of Trade which may be varied from time to time by the Vendor giving the Applicant written notice of the Vendors amended Terms and Conditions of Trade. Unless the Applicant notifies the Vendor in writing within seven (7) days that it does not agree to the amended terms then the Applicant will be bound by any such. The Applicant warrants the above information is true and correct and that he/she has the authority to agree to these Terms and Conditions. If the Applicant does not provide the information requested in this document, the Vendor may be unable to process the Application.

CASH ACCOUNT TERMS & CONDITIONS OF SALE

1 Definitions and Interpretation

Customer means the party making this application for credit.

Goods mean any goods and service supplied by the Vendor.

Vendor means, in connection with the supply of any Goods or Services, SSS Pty Ltd. Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included.

2 General

In consideration of the Vendor agreeing to supply goods and/or services to the Customer, the Customer agrees and accepts that these Terms and Conditions apply to all sale of goods by the Vendor to the Customer, to the exclusion of any conditions of sale appearing on any document of the Customer. The Customer further acknowledges that these Terms and Conditions of Sale constitute the entire agreement of the parties as to the supply of goods by the Vendor, and may not be varied without the prior written agreement of the Vendor.

3 Price

Unless otherwise agreed in writing the price for the goods shall be that price listed by the Vendor at the date of order. The Vendor's price list is GST exclusive. GST will be charged at the appropriate rate of ruling at the date of invoice.

4 Terms of Payment

- (a) The Customer must pay for the goods and services pursuant to this Application including GST. If the goods are not paid for 7 days after order is received the order may be cancelled.
- (b) The Customer will be responsible for payment of all goods supplied at their order, or any person in their employ or agent acting on their behalf.
- (c) Agreed discounts, rebates and allowances to which the Customer is entitled are credited to the Customer by the Vendor. In no circumstances is the Customer permitted to deduct any discount, rebate or allowance from moneys owing by it to the Vendor.
- (d) If payment bounces after goods are supplied the Customer agrees to pay and reimburse the Vendor on demand all collection and enforcement costs and expenses which the Vendor may suffer or incur in connection with the sale of goods or supply of services to the Customer (without limitation) legal costs on a full indemnity basis.
- (e) A statement in writing signed by an authorised officer of the Vendor setting out the moneys due or owing to the Vendor at the date of the statement shall be sufficient evidence of the amount so due or owing unless manifest error can be shown.
- (f) The Vendor may refuse to supply goods and/or services to the Customer until all amounts due to the Vendor have been paid in full.

5 Change of Ownership

In the event of the Customer, being an individual or partnership, incorporates his/her business and the Company continues to use the existing account, or the account is used by a Company of which he/she is a Director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the Customer will remain liable for all debt incurred on this account until such time as the Vendor is notified in writing of such change.

9 Delivery, Claims and Returns

- 9.1 Goods may be returned for a credit to your account provided that:
 - (a) Prior authorisation is to be obtained from SSS Pty Ltd sales staff within seven (7) days of receipt of goods. A Return Authorisation Number will be issued at the discretion of SSS Pty Ltd.
 - (b) All returned goods must be returned as specified in the Return Authority and the Return Authorisation Number must be visible on the outside of the carton. Also, the goods must be accompanied by a copy of the original invoice.
 - (c) Goods returned due to incorrect invoicing or picking will be issued a full credit provided they are in saleable condition, unopened and in original packing will all components, and as such must not have additional prices, stickers or tags attached or be marked, coded, dated, damaged, soiled or adulterated in any way.
- 9.2 Goods returned because they are faulty will be issued a full credit.
- 9.3 No credit will be issued on products provided free of charge as a promotional incentive or on products which are damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling heat, stored under improper conditions or exposed to fire, smoke or water.
- 9.4 Specifically ordered non-stock items will not be accepted back for credit.
- 9.5 Goods that have been ordered incorrectly by the Customer or goods that have been returned beyond the time period of thirty (30) days from receipt of goods or returned contrary to the Return Authority will be charged a re-stocking fee of 15% of purchase price (or more in the case of the goods being unsuitable for re-stocking) and as such the Customer will receive a PARTIAL credit, and such credit may still be subject to clause 9.1(a)(b) (c) and 9.3 above.
- 9.6 Freight charges and fuel levies incurred in returning the goods to the place of purchase will not be credited except where the goods were miss-shipped by SSS Pty Ltd.
- 9.7 Freight charges and fuel levies charged on the original invoice will not be credited on returned goods except where the goods were miss-shipped by SSS Pty Ltd.
- 9.8 All credits will be posted to an account. No cash returns will be paid.
- 9.9 A flat fuel levy will be charged on all invoices. This fee will be added at the bottom of all invoices, including those that are freight free.

10. Limitation of Liability

- 10.1 The Vendor's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s.69) is hereby limited to:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods, or
 - (d) the payment of the cost of having the goods repaired.



10.2 The Vendor's liability under 2.74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the Customer an amount equal to:

- (a) the cost of replacing the goods;
- (b) the cost of obtaining equivalent goods; or
- (c) the cost of having the goods repaired, whoever is the lowest amount.

10.3 Subject to Clause 9 and 10 hereof nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

11 Exercise of Legal Rights

The failure, delay, relaxation or indulgence on the part of the Vendor in exercising any power or right conferred upon the Vendor by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale.

12 Privacy disclosure and consent

We are committed to your privacy. Our policy on the handling of personal information is to comply with the principals set out in the Privacy Act, 1988. A copy of our Privacy Policy can be obtained on request.

The Customer authorises the Vendor to:

- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer;
- (b) use, disclose or exchange with other credit providers information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts, and
- (c) disclose the contents of any credit report on the Customer to any other credit practice or credit reporting agency and to any of its solicitors and mercantile agents.

The Vendor complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals. A copy of the Privacy Policy of the Vendor can be obtained by request.

13 Governing Law

These Terms and Conditions of Sale shall be construed in accordance with the law in force in New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that state. It shall be competent for the Vendor to issue proceedings in Sydney, New South Wales in a Court of competent jurisdiction.

14 Severability

Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded, where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.

Declaration

I/WE the undersigned declare that the information recorded on this application is true and correct in every particular, and I/We have read, understand and agree with the Terms and Conditions. Furthermore I/We the Customer hereby give permission to SSS Pty Ltd, to seek credit information about the Customer from any credit reporting company or agency.

Signed:

Name:
(Full Name)

Position:

Date:

Signed:

Name:
(Full Name)

Position:

Date:

*Return your completed and signed form to
SSS Pty Ltd PO BOX 4189 Marayong NSW 2148
OR scan/photograph and email to
admin_support@sewgroup.com*

