

ACCOUNT / CREDIT APPLICATION FORM

Registered company name ("Customer"):		
Trading name:	Phone No: ()	
Number of years trading under present ownership:	Fax No: ()	Mobile:
ABN:	ACN:	
Buyer E-mail:	Accounts E-mail:	Other E-mail:
Registered Address:		Postcode:
Trading Address:		Postcode:
Postal Address if different from above:		
Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust (Please tick one)		

OWNERS/DIRECTORS/GUARANTORS

Name: <input type="checkbox"/> Owner <input type="checkbox"/> Director <input type="checkbox"/> Guarantor (Owners and Directors must personally guarantee their business and sign the 'Personal Guarantee' section below)	Name: <input type="checkbox"/> Owner <input type="checkbox"/> Director <input type="checkbox"/> Guarantor (Owners and Directors must personally guarantee their business and sign the 'Personal Guarantee' section below)
Residential Address:	Residential Address:
Postcode: Home Phone: ()	Postcode: Home Phone: ()
Driver License number: Expiry: Copy Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please attach a copy of the front & back of licence)	Driver License number: Expiry: Copy Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please attach a copy of the front & back of licence)

CURRENT TRADE REFERENCES

Name:	Name:	Name:
ABN:	ABN:	ABN:
Address:	Address:	Address:
Phone No: ()	Phone No: ()	Phone No: ()
Fax No: ()	Fax No: ()	Fax No: ()
Email:	Email:	Email:

AUTHORISED SIGNATORY OF CONTRACTING PARTY

<p>Acknowledgement by the Applicant</p> <p>I certify that the above information is true and correct and that I am authorised to make this application for credit. I acknowledge that I have read and accepted the Terms and Conditions attached to this application and as detailed on www.unitexint.com. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit enquiries. I authorise Unitex to give information provided in this application to a credit reporting agency for the purpose of assessing my application. I have read and understood Unitex's Privacy Statement detailed on www.unitexint.com and understand that a hard copy is available to me on request. The Privacy statement may be viewed by clicking the following link, which will open in a new window: Privacy Statement</p>	<p>Personal Guarantee</p> <p>I acknowledge that I have read and understand the Terms and Conditions attached to this application form. In consideration of Unitex providing credit to the Customer, I hereby personally guarantee the payment of all monies outstanding from time to time to Unitex. Further I agree to indemnify Unitex and keep indemnified in respect of any cost/and/or expenses incurred by Unitex and arising out of Customer's failure to comply with Unitex's Terms and Conditions.</p> <p>I understand that by signing at the bottom of this form that I agree to the conditions above in this contract section and all proceeding sections.</p>
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Applicant Details		Guarantor Details	
Full name:		Full Name:	
Signature of Applicant:		Signature of Guarantor:	
Capacity of Signatory:		Date:	
Date:		Witness name and Signature:	
OFFICE USE ONLY			
Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No		Date:	File Created? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorised by / Signature:		Account Limit: \$	Entered into system? <input type="checkbox"/> Yes <input type="checkbox"/>
Additional Terms/Comments:			
Information verified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Company search attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Credit check performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Supply of Goods Provisions

- 1.1 Unitex will supply Goods to the Customer on the terms and conditions set out in this agreement, providing that the Customer complies with the terms in this agreement, or as varied by Unitex from time to time. The Customer's acceptance of the Goods will be taken to be acceptance of this agreement.
- 1.2 This agreement will continue until terminated by either party by written notice notwithstanding Unitex may terminate it immediately by denying the supply of Goods to the Customer if the Customer is in breach of any of the conditions of this agreement.

2. General Terms

- 2.1. All orders are subject to approval. A current Account Application is required for new accounts and may be required for existing accounts prior to shipment. Unitex reserves the right to reject applications without cause or liability.

3. Payments

- 3.1. The Customer agrees to pay Unitex as charges/invoices become payable. The Customer must pay or provide evidence of payment on or before the charges/invoice becomes due in accordance with this agreement.
- 3.2. Invoices will be rendered by Unitex on delivery or upon dispatch of Goods and if credit has been granted the Customer must make payments strictly within 30 days of Unitex's invoice date unless otherwise agreed in writing between Unitex and the Customer.
- 3.3. Unitex is entitled to charge the Customer:
 - a) any sales tax or GST, stamp duty, taxes or other government levy or charge payable in relation to the sale of Goods; and
 - b) all freight, transportation and delivery costs for the Goods

4. Property and Ownership

- 4.1. The legal and beneficial ownership of the Goods will remain with Unitex until payment in full has been made by the Customer for all monies due by the Customer on all individual contracts/invoices for the supply of Goods between Unitex and the Customer, and until that time;
 - a) the Customer will hold all Goods as bailee for Unitex;
 - b) the Customer irrevocably undertakes that Unitex (its servants or agents) will have the right immediately (and without prejudice to any other rights Unitex may have) without notice or demand to immediately enter upon the Customer's premises and retake possession and remove the Goods in the possession of the Customer or whosoever situated with;
 - c) Where the Customer sells Goods for which it has not paid Unitex in full, the proceeds of the sale of those Goods will be paid into a separate account and the Customer will account to Unitex from this account for full payment for the goods; and
 - d) Unitex will be entitled to retain possession of any documents or certificates of registration ownership or otherwise evidencing title to the Goods.

5. Warranty

Unitex will not under any circumstances be liable to the Customer or any other person or event related to or associated with the Customer for direct, indirect, consequential or incidental loss, costs, damages or expenses of whatsoever nature including but not limited to loss of profits, loss of savings other incidental or consequential damages arising out of or relating to the Goods including any default in the Goods unless such loss, costs, damages or expenses are caused by the breach or default of Unitex under these Conditions, in which Unitex's liability will be limited to direct damages arising out of such breach or default.

6. Delivery, Risk & Acceptance of Goods

- 6.1 The Customer must notify Unitex of any shipping errors or goods damaged in transit within seven (7) days of receipt of shipment. No discussion will be entered into after this period. Damaged or defective merchandise will be credited or replaced with like products in good condition as soon as possible after receipt and inspection.
- 6.2 The Customer must complete a Customer Returns Form for assessment by Unitex prior to sending back any Goods. If the Customer returns stock to Unitex without written approval, the Customer will be responsible for any freight or postage incurred and Unitex will not assess, replace or credit the Customer's account for the Goods returned.
- 6.3 The Customer must upon delivery of Goods by a Nominated Courier, ensure that all Goods on the consignment note have been delivered. In the event of discrepancy between the consignment note and the number of Goods delivered, the Customer must record the discrepancy with the Nominated Courier. If Goods are accepted from the Nominated Carrier without the Customer noting the missing Goods, Unitex will not be held liable and the Customer will not make any claim against Unitex for Goods not received.
- 6.4 Unitex will use its best endeavors to comply with the Customer's requests in terms of time frame for delivery. Any date accepted by Unitex for delivery of the Goods is an estimate and does not constitute a condition or warranty of the contract.

7. Retail Customer Claims

- 7.1 If a Retail Customer returns an item to the Customer which they deem to be faulty the Customer may only claim through Unitex if it is deemed to be a manufacturing fault. The Customer must complete and return to Unitex a Customer Returns Form.
- 7.2 Unitex will only review manufacturing faults when the Retail Customer returns Goods within 14 days of the purchase date. Wherever possible the item will be replaced. If a replacement cannot be made than a credit will be issued against the Customer's account. Unitex reserves the right to inspect returned product. Unitex will inspect the product and contact the Customer with a result on the Retail Customer claim within a reasonable time. Any freight or postage incurred to return goods to Unitex is the responsibility of the Customer.

8. Dropship Customers

Where Unitex has offered a Dropship service to a Customer, the Customer agrees to be further bound and agree to the following conditions:

- 8.1. **Shipping Costs:** Quoted shipping costs are per item – combined shipping is not available as billing occurs on a per consignment basis. Unitex can not offer rebates or refunds for shipping costs under any circumstances. Quoted shipping costs do not include on forwarding or rural/remote charges which must be paid by the Customer.
- 8.2. **Shipping Times:** Upon receipt of complete shipping details in the required CSV format, Unitex will dispatch orders within 1-5 business days or as agreed. Unitex will endeavor to ship items within this specified timeframe, however shipping times will be governed by clause 6.4 of this contract.
- 8.3. **Issues with Delivery:** The Customer is responsible for the freight cost of the, pickup and replacement of goods if necessary under the following circumstances:
 - a) insufficient contact information was provided and items were Returned to Sender to warehouse; and
 - b) the Retail Customer has changed their mind;
 - c) Customer error or misrepresentation of a product;

- d) Retail Customer has given Authority to Leave (ATL) and Unitex has obtained a proof of delivery;
- e) Incorrect item specified on the CSV Shipping file or PO;
- f) insufficient contact information was provided and items were Returned to Sender; and
- g) the Retail Customer has given Authority to Leave (ATL) and Unitex has obtained a proof of delivery;

8.5 **Insurance:** Unitex does not insure items dispatched direct to Retail Customers. Unitex may offer a 50% discount and pay 50% of freight costs in the event that an item is deemed Lost in Transit, or Damaged in Transit.

8.6 Time limitations and conditions for claims:

- a) Retail Customer change of mind must be made within 5 days of item receipt, items must be undamaged, unworn and in original packaging. Restocking fee of 20% may be charged at Unitex discretion. Items received by Unitex, damaged due to incorrect packaging, will not be eligible for refund, credit or replacement.
- b) Claims for courier damage will be governed by clause 6.1 and 6.3 of this Agreement subject to 6.4
- c) Manufacturing faults claims will be governed by clause 7.2 of this agreement with the words, "14 days" replaced with "5 days".

9. Suspension of Delivery

In addition to any other rights which Unitex may have under these Conditions, Unitex may suspend deliveries on Goods should any monies, due by the Customer to Unitex remain unpaid from the date that payment is due.

10. Interest on Unpaid Monies

Interest at the rate of twelve (12%) per annum calculated daily may be applied to all amounts thirty (30+) days Overdue, payable until payment in full is received by Unitex. The Customer agrees that this rate is a genuine pre-estimate of the minimum loss liquidated damages which will be sustained by Unitex for non-payment in accordance with this Agreement.

11. Costs

If a breach occurs by the Customer of any terms of this agreement, the Customer will be liable to and indemnifies Unitex against all costs, charges, and expenses incurred by Unitex and consequence of that breach including but not limited to all legal costs, charges and expenses/fees incurred in the recovering of that debt.

12. Unenforceability

If anything in this agreement is unenforceable, illegal or void it is severed to the extent it may be severed and the rest of the agreement remains in force.

13. Change of ownership

The Customer agrees to notify Unitex in writing of any change of ownership of the Customer within seven (7) days of such change and indemnifies the supplier against any loss or damage incurred by it as a result of the Customers failure to notify Unitex.

14. Waiver and Remedies

Failure or delay in exercising any right on the part of Unitex under this agreement does not constitute a waiver of any right, power or privilege or of any breach or default by the Customer.

15. Jurisdiction

This agreement will be governed in accordance with the laws in force in New South Wales.

16. Definitions

"Account Application" means the application form completed by the Customer applying for Goods and/or credit;

"Customer" means the person purchasing the goods from Unitex;

"Customer Returns Form" means the application form completed by the Customer applying for a return/exchange/credit from Unitex;

"Damaged in Transit" means goods that have been damaged while in transit to the Retail Customer;

"Dropship" means goods being sent directly from Unitex to the Retail Customer;

"Goods" means, floor coverings, rugs, stands, clips, and all other goods which are sold by Unitex;

"Lost in Transit" means goods that have been deemed unrecoverable by the courier service;

"Nominated Courier" means any courier nominated by Unitex to deliver the Goods to the Customer;

'Overdue' any account with Unitex for money payable that remains unpaid for a period of 30 days or any other period agreed in writing with the Customer and Unitex;

"Related Body Corporate" has the same definition as section 9 of the Corporations Act 2001;

"Retail Customer" means the Customers end buyer; and

"Unitex" means Unitex International Pty Limited ACN 99805535690 and any Related Body Corporate, trust, or agency nominated by Unitex International.

Please e-mail this completed form to enquiries@unitexint.com or fax to 02 9669 5810