



SALES TERMS AND CONDITIONS

GOLDLINE DISTRIBUTORS PTY LTD
ACN 092 472 118
Trading As GOLDLINE DISTRIBUTORS
104 DUGAN STREET, KALGOORLIE WA 6430
sales@goldlinedistributors.com
WWW.GOLDLINEDISTRIBUTORS.COM

SECTION 1

CREDIT APPLICATION FORM

1. GENERAL

This form is divided into three sections (Section 1 - Credit Application Form, Section 2 - Terms and Conditions and Section 3 - Acceptance Form). You must complete the Credit Application Form and the Acceptance Form. You must initial each page of the Terms and Conditions.

2. BUSINESS DETAILS

Business / Company name: (if you are a sole trader trading as a business name, please insert both your full name and the trading name - eg John Smith trading as Smithies Family business)	
Business (street) address:	
Registered office (if different to above):	
Invoice address (if different to above):	
Phone:	
Fax:	
Email:	
Type of business	Company / Sole Trader / Trust / Partnership (circle one)
ACN:	
ABN:	

3. DIRECTORS/PARTNERS/SOLE TRADERS/TRUSTEES

Surname:	
Christian name:	
DOB:	
Phone:	
Mobile:	
Email:	
Home address:	
Surname:	
Christian name:	
DOB:	
Phone:	
Mobile:	
Email:	
Home address:	
Surname:	
Christian name:	
DOB:	
Phone:	
Mobile:	
Email:	
Home address:	

4. REFERENCES

Reference 1	
Business name:	
Contact person:	
Street address:	
Phone:	
Fax:	
Email:	
Reference 2	
Business name:	
Contact person:	
Street address:	
Phone:	
Fax:	
Email:	
Reference 3	
Business name:	
Contact person:	
Street address:	
Phone:	
Fax:	
Email:	

5. ACCOUNTING AND BANK DETAILS

ACCOUNTANT:	
Contact person:	
Street address:	
Phone:	
Fax:	
Email:	
BANK NAME:	
Contact person:	
Street address:	
Phone:	
Fax:	
Email:	

6. GUARANTOR'S DETAILS

Business / Company name: (if the Guarantor is a sole trader trading as a business name, please insert both their full name and the trading name - eg John Smith trading as Smithies Family business)	
Business (street) address:	
Registered office (if different to above)	
Phone	
Fax	
Email	
Type of business	Company / Sole Trader / Trust / Partnership (circle one)
ABN &/OR ACN:	

SECTION 2 TERMS AND CONDITIONS

All sales made by GOLDLINE DISTRIBUTORS PTY LTD are subject to these standard terms and conditions, except where otherwise agreed to in writing.

1. SUPPLY

- 1.1 If the Credit Application is accepted, we will supply to the Business the Goods ordered by the Business in the manner specified by GOLDLINE DISTRIBUTORS PTY LTD from time to time, and the Business agrees to accept such Goods upon the terms and conditions set out below.
 - 1.2 The Goods which are the subject of a contract of sale may be either existing Goods, owned by us or our suppliers, or future Goods to be manufactured or acquired by us or our suppliers, after the making of the contract of sale (referred to in this document as **future Goods**). Where a contract of sale purports to effect a sale of future Goods, the contract operates as an agreement to sell the Goods.
 - 1.3 Subject to these Terms and Conditions, it our duty to deliver the Goods, and your duty to accept and pay for them, in accordance with the terms of the contract of sale.
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2. THE PURCHASE PRICE OF THE GOODS

- 2.1 The Goods ordered by the Business shall be at the price charged by us in our current schedule of prices at the time of the order (**the Purchase Price**).
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3. PAYMENT & INTEREST

- 3.1 Payment is required to be made in accordance with your payment choice. Payment choices are as follows:
 - (a) Cash On Delivery;
 - (b) Within seven (7) days of the date of an invoice issued by GOLDLINE DISTRIBUTORS PTY LTD;
 - (c) Within fourteen (14) days of the date of an invoice issued by GOLDLINE DISTRIBUTORS PTY LTD;
or
 - (d) as agreed to in writing between the parties, acceptance of which will be at the sole discretion of GOLDLINE DISTRIBUTORS PTY LTD.
- 3.2 The Business shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off. If the Business fails to make payment in accordance with clause 3.1 GOLDLINE DISTRIBUTORS PTY LTD shall be entitled to:
 - (a) require the payment of cash upon delivery of any further goods;
 - (b) charge an interest charge at the rate of one point seven five percentum (1.75%) per month on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest charge to be computed from the due date for payment AND the parties agree that such interest charge is not a penalty but is a true measure of damages incurred by GOLDLINE DISTRIBUTORS PTY LTD. Payments received from the Business will be credited first against any interest charge and all such fees shall be payable on demand;
 - (c) claim from the Business all costs, expenses and charges incurred on any account whatsoever including but not limited to any action taken by GOLDLINE DISTRIBUTORS PTY LTD to recover monies or Goods due from the Customer including but not limited to any mercantile agents costs and legal costs and disbursements on a solicitor-client basis; and
 - (d) cease any further deliveries to the Business and to terminate any agreement in relation to Goods that have not been delivered.
 - (e) Business's having overdue accounts will be precluded from participating in any special deals, discounts, redemptions, rebates and all other programs until their accounts are no longer overdue.

4. DELIVERY

- 4.1 We shall endeavour to fulfil all orders for the Goods by the Business in a timely fashion BUT GOLDLINE DISTRIBUTORS PTY LTD shall in no event be liable to the Business in any way whatsoever in respect of any delay in the supply of the Goods as a consequence of any cause beyond our reasonable control.
- 4.2 We may refuse to supply you with Goods or accept orders from you if (after the due date for payment) moneys are outstanding on any of your invoices.
- 4.3 Unless otherwise agreed to in writing, we are not required to give you notice of dispatch of the Goods.
- 4.4 Delivery of the Goods is completed on the earlier of when we deliver the Goods to you or the date upon which the bailee or custodian (**the third party**) delivers the Goods to your nominated delivery address. For the purposes of this clause, the third party will be deemed to have delivered the Goods to you on the earlier of the actual date of delivery and the date one (1) month from the date that the Goods left our dispatch facility.
- 4.5 Where we agree to deliver the Goods at a place other than that where they were sold, unless otherwise agreed, you will assume any risk of deterioration in the Goods necessarily incident to the course of transit.
- 4.6 It is expressly agreed that we have an insurable interest in the Goods at all times until payment in full of all moneys due to us on any invoice and the corresponding right to insure the Goods at any stage until such payment is made in full.
- 4.7 Notwithstanding the delivery of the Goods to the Business, or to a carrier, bailee or custodian for the purpose of transmission to the Business, the title to the Goods does not pass to the Business until the conditions imposed by clause 5.4 are fulfilled.
- 4.8 Goods damaged in transit or details of any shortfall must be notified to us within 48 hours of the Goods arriving at the Business's nominated delivery address. You must ensure that the damaged Goods are kept intact for inspection by us or our employees or agents. You must also keep all packaging as that may be required in event of a claim.
- 4.9 Before Goods can be returned for replacement, in order to ensure smooth and prompt handling, we must issue a returns authorisation in order to accurately track the Goods in question. Please contact our sales representatives to obtain a returns authorisation.
- 4.10 Goods ordered by email/web/phone/fax/post cannot be returned or cancelled unless otherwise agreed to in writing. In order to cancel or return an order, you must ensure that we receive notice within seven (7) days of receipt of the Goods. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before requesting a cancellation. Collection/delivery charges may be made by us if Goods are cancelled or returned with approval. We cannot cancel any contract for services carried out by us once they have been started, for example delivery/packing/handling charges.
- 4.11 Goods that may be cancelled or returned will be at the discretion of GOLDLINE DISTRIBUTORS PTY LTD. Your right of cancellation does not extend to products whose price is dictated by fluctuations in the financial market (e.g. those products bought by us in other currencies), second hand products, customised products, perishable products, products that have been used in the course of your trade, profession or business, software, Audio/Video recordings or any other products or services which are not included in relevant legislation. The Business must retain all Goods ordered and delivered (if relevant) and take reasonable care of them. See also clause 4.9 above.

5. ACCEPTANCE AND CLAIMS

- 5.1 Notwithstanding clause 7.4, you are deemed to have accepted the Goods when:
- (a) You or your representative signs for the Goods upon delivery to your nominated delivery address, or
 - (b) after the Goods have been delivered, you do any act in relation to the Goods which is inconsistent with our ownership, or
 - (c) after seven (7) days following delivery of the Goods, you retain the Goods and whether or not you have provided us with written notice that the Goods have been rejected.
- 5.2 Subject to clauses 4.10 and 4.11, unless otherwise agreed in writing, where Goods are delivered to you, and you refuse to accept the Goods delivered (providing you have the right to do so), you are bound to return the Goods in question to us or as we may reasonably direct.
- 5.3 When we are ready and willing to deliver the Goods, and requests you to take delivery, and you do not within a reasonable time after such request, take delivery of the Goods, you are liable to us for any loss occasioned by your refusal to take delivery, and also for a reasonable charge for the care and custody of the Goods PROVIDED THAT nothing in this clause 5.3 shall affect our rights where your refusal to take delivery amounts to a repudiation of the contract.

- 5.4 Where the Goods have been delivered to you, and you fail to pay for the Goods according to the terms of the contract, we may maintain an action against you for the Purchase Price of the Goods together with all associated costs and expenses as stated in clause 3.2.
- 5.5 Where you refuse to accept and pay for the Goods contracted and delivered, we may maintain an action against it for damages for non-acceptance. The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from your breach of contract together with all consequential loss flowing to GOLDLINE DISTRIBUTORS PTY LTD.

6. LIEN

- 6.1 Subject to the provisions of this Agreement, if we have not been paid (by the due date for payment) and are in possession of the Goods, we are entitled to retain possession of the Goods until payment or tender of the price in the following cases:
- (a) Where the Goods have been sold without any stipulation as to credit;
 - (b) Where the Goods have been sold on credit, but the term of credit has expired;
 - (c) Where you become insolvent.
- 6.2 The right of lien may be exercised by us notwithstanding that we are in possession of the Goods as agent or bailee or custodian for the Business.
- 6.3 Where we have made part delivery of the Goods and that percentage of the invoice relevant to those Goods is unpaid, we may exercise our right of lien or retention on the remainder, unless such part delivery has been made pursuant to a written agreement which expressly waives the lien or right of retention.

7. CREDIT

- 7.1 You acknowledge that you have no right to credit or any credit facility from us and the granting of any credit or credit facility by us in respect to the supply of the Goods to you shall be at our absolute discretion. Should credit or a credit facility be granted to you, it shall be on the terms and conditions set out in this document.
- 7.2 All costs, charges, fees and duties payable in respect of such application for credit or credit facility or the provision of security or securities shall be at your sole cost and expense.
- 7.3 The terms and conditions of any credit facility may be varied by us from time to time, at our absolute discretion. Any such variation shall take effect from the date of the service of written notice of such variation upon you, in accordance with these Terms and Conditions.
- 7.4 Reservation of title:
- (a) It is expressly agreed and declared that the title of the Goods shall not pass to you until payment in full of the Purchase Price. You shall in the meantime take custody of the Goods and retain the Goods as our fiduciary agent and bailee;
 - (b) You may resell the Goods but only as our fiduciary agent. Any right to bind GOLDLINE DISTRIBUTORS PTY LTD to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale or utilisation in any manufacturing or construction process, is to be kept separate from its own, properly stored, protected and insured;
 - (c) You will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such Goods in trust for us and will keep such proceeds in a separate account until our liability has been fully discharged;
 - (d) Notwithstanding any appropriation by you to the contrary, we have the right to appropriate payments to such Goods and accounts as we think fit;
 - (e) If you use the Goods in some manufacturing process of your own or some third party facility, then you shall hold such part of the proceeds of such manufacturing process as relates to the goods/Goods in trust for us. Such part shall be deemed to equal in dollar terms the amount owing by you to us at the time of the receipt of such proceeds;
 - (f) Nothing in this sub-clause shall be deemed to create a charge registrable pursuant to the Corporations Act 2001 or the Chattel Securities Act unless explicitly stated in a separate written agreement.

8. HEALTH AND SAFETY

- 8.1 It is your sole responsibility and risk to ensure that all applicable health and safety legislation and regulations in relation to the Goods are observed at all times after delivery of the Goods and that appropriate steps are

taken in accordance with such regulations in relation to the storage, handling and use of the Goods. You shall indemnify and continue to indemnify us against all loss or damage arising out of any breach by you of any applicable health and safety legislation and regulations.

9. PROPER LAW

- 9.1** This Agreement shall be governed by and construed in accordance with the laws of the state of Western Australia and of the applicable laws of the Commonwealth of Australia in force from time to time and the parties mutually acknowledge and agree that jurisdiction under this Agreement shall be vested in the Federal Courts in and the Courts of Western Australia (and all courts competent to hear appeals therefrom).
- 9.2** To the fullest extent to which it may from time to time be lawful so to do, the provisions of all statutes whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of either or both of GOLDLINE DISTRIBUTORS PTY LTD and the Business the obligations of GOLDLINE DISTRIBUTORS PTY LTD and the Business respectively or to stay, postpone or otherwise prevent or prejudicially affect the exercise by GOLDLINE DISTRIBUTORS PTY LTD of all or any of the rights, powers and remedies conferred on GOLDLINE DISTRIBUTORS PTY LTD by this Agreement shall be and the same are hereby expressly negated and excluded from this Agreement.
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10. SERVICE OF NOTICES

- 10.1** Any notice required or permitted to be given pursuant to this document shall be in writing and may be:
- (a) Personally delivered;
 - (b) Sent by pre-paid security post to the parties at the address specified in this Agreement;
 - (c) Sent by facsimile to the relevant party's nominated facsimile address;
 - (d) Sent by email to the relevant party's nominated email address.
- 10.2** Notices shall be deemed to have been given and received:
- (a) Upon receipt, if delivered personally;
 - (b) Two (2) days after posting, if sent by mail;
 - (c) Upon receipt of the recipient's answer back facsimile code, if sent by facsimile;
 - (d) Upon receipt of the recipient's email acknowledgement or automatic receipt, if sent by email.
- 10.3** Any party may change its address for the purposes of this clause, by written notice to the other parties. All notices and all documents or instruments delivered in accordance with this clause shall be in the English language.
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11. SEVERABILITY

- 11.1** If a provision of this Agreement is void or voidable but would not be void or voidable if it were read down and is capable of being read down, it shall be read down accordingly.
- 11.2** If, notwithstanding clause 11.1, a provision of this Agreement is still void or voidable or is unenforceable:
- (a) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed; and
 - (b) in any other case, the whole provision is hereby severed, and the remainder of this Agreement has full force and effect.
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12. WAIVER

- 12.1** No consent or waiver expressed or implied by GOLDLINE DISTRIBUTORS PTY LTD to, or of, any breach of any of these Terms and Conditions by the Business shall be construed as a consent or waiver to, or of, any other breach of the same or any other covenant, condition or duty.
- 12.2** No consent or waiver by GOLDLINE DISTRIBUTORS PTY LTD shall be valid unless provided in writing and signed by an authorized officer of GOLDLINE DISTRIBUTORS PTY LTD.

13. GUARANTEE AND INDEMNITY

13.1 In consideration of GOLDLINE DISTRIBUTORS PTY LTD at the request of the Guarantor agreeing to supply and continuing the supply of the Goods to you and in further consideration any credit or credit facility given by GOLDLINE DISTRIBUTORS PTY LTD to you, the Guarantor hereby:

- (a) guarantees to GOLDLINE DISTRIBUTORS PTY LTD the due and punctual payment by the Business of all moneys which are now or may from time to time hereafter be owing or remain unpaid by you to GOLDLINE DISTRIBUTORS PTY LTD and the due performance of your obligations to GOLDLINE DISTRIBUTORS PTY LTD howsoever arising now and in the future and undertakes to pay all such moneys and fulfill all such obligations on demand;
- (b) indemnifies and agrees to keep indemnified GOLDLINE DISTRIBUTORS PTY LTD against all loss or damage that GOLDLINE DISTRIBUTORS PTY LTD may suffer by reason that the whole or any part of your liability to GOLDLINE DISTRIBUTORS PTY LTD is not recoverable from the Guarantor by reason of any failure of liability of you for any reason. This indemnity shall not be limited or affected in any way whatsoever by the fact that such moneys or obligations cannot be or could never be recovered from or enforced against you for any reason. Each Guarantor's liability under this clause is unlimited.
- (c) acknowledge that prior to the execution of this document, the Guarantor has:
 - (i) consulted independent legal advisers who have explained the true purport and effect of this Guarantee and the nature and extent of the legal liability and obligations which this Guarantee places upon the Guarantor;
 - (ii) understood the true purport and effect of this Guarantee and the nature and extent of the legal liability and obligations which this Guarantee places on the Guarantor.

13.2 The Guarantor acknowledges that the Guarantor's obligations under this Guarantee shall be principal obligations co-extensive with those of the Business to GOLDLINE DISTRIBUTORS PTY LTD.

13.3 This Guarantee is a continuing guarantee to GOLDLINE DISTRIBUTORS PTY LTD for all your debts to GOLDLINE DISTRIBUTORS PTY LTD in respect of the Goods supplied or to be supplied to you and shall not be prejudiced, abrogated or affected by:

- (a) the provision by GOLDLINE DISTRIBUTORS PTY LTD of any indulgence or concession to you or any Guarantor or by any variation in the terms upon which GOLDLINE DISTRIBUTORS PTY LTD supplies the Produce or makes credit available to the Business or by GOLDLINE DISTRIBUTORS PTY LTD waiving any breach or default by you;
- (b) any payment made to GOLDLINE DISTRIBUTORS PTY LTD which is thereafter avoided whether by statute as a preference or voidable transaction or for any other reason whatsoever and any said payment shall not operate to discharge the Guarantor's liability under this Guarantee and in that event GOLDLINE DISTRIBUTORS PTY LTD, you and the Guarantor are to be restored to the rights which each respectively would have had if the payment had not been made;
- (c) the Guarantor not having notice of any neglect or omission by you to pay for the Goods ordered in accordance with the trade terms specified by GOLDLINE DISTRIBUTORS PTY LTD;
- (d) any absolute or partial release of or compromise with you or any one or more Guarantor by GOLDLINE DISTRIBUTORS PTY LTD ;
- (e) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment or renewal of any security or right by GOLDLINE DISTRIBUTORS PTY LTD;
- (f) any variation of the provisions of this agreement by you;
- (g) any assignment of this document of the contract of supply;
- (h) any release, failure to sue, any agreement not to sue, any exchange, variation, renewal or modification made or any other dealing, act or omission (whether constituting a waiver, election, estoppel or otherwise) by GOLDLINE DISTRIBUTORS PTY LTD with respect to any judgment, order for payment of moneys, specialty, instrument (negotiable or otherwise) or other security whatsoever held, recovered, or enforceable by GOLDLINE DISTRIBUTORS PTY LTD or any obligation or liability whatsoever in respect of all or any of the moneys reserved by these Terms and Conditions for the obligations contained herein
- (i) any other act, omission or default on the part of GOLDLINE DISTRIBUTORS PTY LTD or the happening of any other matter or thing whereby the liability of the Guarantor would, but for this clause, have been discharged, reduced or otherwise affected or any other present or future legal disability of the Business or the Guarantor

AND each of the above circumstances are to be construed separately and independently and so as not to limit the meaning or any other listed circumstances and is not to be limited by the provisions of any other clause in these Terms and Conditions.

13.4 It shall not be a requirement for GOLDLINE DISTRIBUTORS PTY LTD to:

- (a) give any notice to the Guarantor of a default by you or any other Guarantor;
- (b) give any notice to or obtain any consent from the Guarantor before the amount of moneys payable by you to GOLDLINE DISTRIBUTORS PTY LTD or your obligations and liabilities are increased or varied for any reason.

13.5 The Guarantor:

- (a) will not in competition with GOLDLINE DISTRIBUTORS PTY LTD enforce any security held by the Guarantor against any of your assets or claim payment of any moneys owing to the Guarantor by any other Guarantor or you in any manner which would have the effect of reducing the amount recoverable by GOLDLINE DISTRIBUTORS PTY LTD of the moneys hereby guaranteed;
- (b) is not to prove or claim in any bankruptcy, liquidation, composition arrangement or assignment or in respect of the appointment of any liquidator or trustee until GOLDLINE DISTRIBUTORS PTY LTD has received one hundred cents in the dollar in respect of the moneys owing by you to GOLDLINE DISTRIBUTORS PTY LTD and the Guarantor is to hold on trust for GOLDLINE DISTRIBUTORS PTY LTD that proof and claim and any dividend received thereon.

13.6 This Guarantee is valid and effective and binds any person who executes it despite the fact that another proposed or contemplated party has not executed it.

13.7 This Guarantee shall not be affected by the death, disability, lunacy, mental incapacity, bankruptcy, liquidation, insolvency, deed of arrangement, assignment or composition for the benefit of creditors, capital reconstruction or the appointment of a receiver and/or manager (whether by the court or under the powers contained in any instrument) or administrator of the of the Business or of any Guarantor or the property of any such party or notice of any of the preceding circumstances.

13.8 In the event that this Agreement is transferred or assigned to any person or persons, the benefit of the Guarantee extends to the transferee or assignee and the benefit of the Guarantee continues to inure concurrently for the benefit of GOLDLINE DISTRIBUTORS PTY LTD despite any such transfer or assignment to the extent permissible by law.

14. TRUST PROVISIONS

14.1 If the Business is the trustee of a trust or trusts, the Business enters into this Agreement in its personal capacity and also as trustee of the trust or trusts and the Guarantors jointly and severally covenant with and warrant to GOLDLINE DISTRIBUTORS PTY LTD that the Business has full power pursuant to its constitution and any deed of trust, trust-power or discretionary trust or power (whether in writing or otherwise) including the trust specified in the Credit Application or Order Form (**Trust**) to enter into, execute and perform this Agreement and further warrant, by way of express promissory warranty, that:

- (a) The Trust lawfully and validly is constituted and all, any or every deed or other instrument in respect thereof has been properly executed;
- (b) The Trust remains, and throughout this Agreement will remain unrevoked, and not varied;
- (c) The assets of the Trust as well as the personal assets of the Business and the Guarantor at all times are and will remain available to satisfy the obligations of the Business under this Agreement;
- (d) The consents or approvals of all parties necessary to execute this Agreement so as to bind the property of the Trust have been obtained and all necessary conditions precedent for that purpose have been met;
- (e) No one has taken or threatened nor are the Guarantors aware of any one who is likely to take action to have the Trust wound up or otherwise administered by action brought in any court of competent jurisdiction or to charge the Business or any person at any time connected with the Business or acting on behalf or purportedly on behalf of the Business with any breach of trust or misappropriation of trust moneys in connection with the Trust;
- (f) No facts are known to the Guarantors whereby the Trust might be wound up voluntarily or otherwise or the trustee thereof changed or the assets of the Trust vested in any other person or that the Trust may cease to operate or be deprived of funds prior to expiration of this Agreement and any extension of this Agreement.

15. INTERPRETATION

15.1 In the construction of this document, the words in the singular number shall include the plural number and the masculine gender shall include the feminine and neuter genders and vice versa, where the circumstances so require.

- 15.2** If there is an index or heading to the clauses and sub-clauses in this document, they shall not affect the construction of such clauses and sub-clauses.
- 15.3** Any party named in this document shall mean and include his or their and each of his or their heirs executors administrators and permitted assigns and legally appointed agents and in the case where the party named is a corporation then the corporation its successors and permitted assigns.
- 15.4** Where two or more persons constitute a party, the covenants and agreements on the part of those persons shall bind them and any two or more of them, jointly and each of them severally
- 15.5** The following words shall have the following meanings:
- Business, You and Your** means the person or persons named as the Business in the Credit Application Form;
- Credit Application** means the Credit Application Form attached to these Terms and Conditions;
- Contract** means the completed attached Credit Application Form and these Terms and Conditions;
- Goods** means the goods available for supply from GOLDLINE DISTRIBUTORS PTY LTD from time to time;
- good faith** in these Terms and Conditions is when a thing is in fact done honestly, whether it be done negligently or not;
- Guarantee** means the guarantee given by the Guarantor under clause 1;
- Guarantor** means the person or persons named as Guarantor in the Credit Application Form;
- month** means a calendar month;
- Our, Us and We** means GOLDLINE DISTRIBUTORS PTY LTD;
- Quality of Goods** includes their state or condition;
- Unpaid** means when any moneys due and owing by the Business to GOLDLINE DISTRIBUTORS PTY LTD on any invoices remain outstanding after the due date for payment;
- Warranty** means an agreement with reference to the Goods which is the subject of a contract of sale, but collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the Goods and treat the contract as repudiated.
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16. PRIVACY

- 16.1** When placing an order, GOLDLINE DISTRIBUTORS PTY LTD requires certain personal details to be provided. All personal details obtained will be treated in confidence and not disclosed to any third party, except as required by law. If ultimately GOLDLINE DISTRIBUTORS PTY LTD is unable to satisfy itself of the validity of an order, it may not be accepted.

SECTION 3 ACCEPTANCE

I have read this Credit Application Form fully and understand the above Terms and Conditions.

Please tick whichever is appropriate:

I have signed this Credit Application Form in my capacity as an individual and as the Business named below. I hereby agree that I am personally bound by the Terms and Conditions contained in this Credit Application Form.

I have signed this Credit Application Form in my capacity as a partner in a partnership, which is named as the Business below. I confirm that I am authorised by the partnership to sign this Credit Application Form and to bind the partners jointly and severally to the Terms and Conditions contained in this Credit Application Form.

I have signed this Credit Application Form in my capacity as a director or officer of the company, which is named as the Business below. I confirm that I am authorised and empowered by the company to sign this Credit Application Form and to bind the company to the Terms and Conditions contained in this Credit Application Form. I further confirm that in signing this Credit Application Form as a director or officer of the company, which is named as the Business below, I am personally entering into agreement with GOLDLINE DISTRIBUTORS PTY LTD to be bound by the Terms and Conditions and I am accepting liability, jointly and severally with the company, as a co-principal debtor of GOLDLINE DISTRIBUTORS PTY LTD, for all the liabilities of the company to GOLDLINE DISTRIBUTORS PTY LTD under this Credit Application Form, in consideration of the services to be provided to the company by GOLDLINE DISTRIBUTORS PTY LTD.

If Goods are ordered from GOLDLINE DISTRIBUTORS PTY LTD by more than one person or partnership or corporate body or trust, the liability to GOLDLINE DISTRIBUTORS PTY LTD of all those entities is joint and several.

Confidential Information

In order to assess this credit application, I agree and authorise GOLDLINE DISTRIBUTORS PTY LTD to obtain credit related information from the Business's bank, accountant or any other source, including information relating to the Business's credit worthiness, trade history, credit history or credit capacity.

BUSINESS	
Full name of Business	
ACN:	
Signed (or signed on behalf of the Business):	
Full name of person signing:	
Position: (Director, Owner, Partner)	
Date:	____ / ____ / ____
Full name of second person signing:	
Position: (Director)	
Date:	____ / ____ / ____
GUARANTOR	
Full name of Guarantor	
ACN:	
Signed (or signed on behalf of the Guarantor):	
Full name of person signing:	
Position: (Director, Partner, Self)	
Date:	____ / ____ / ____
GOLDLINE DISTRIBUTORS PTY LTD:	
Full name of person signing:	
Position: (Director, Partner, Self)	
Date:	____ / ____ / ____

Order #14997
GOLDLINE DISTRIBUTORS PTY LTD
(Sales Terms and Conditions)

Key Legal Pty Ltd (ACN 143 226 484)

Commercial Lawyers
64 Churchill Avenue
Subiaco, Western Australia 6008

Tel: +618 9388 8850

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Email: info@businessmentor.com.au