

Please note credit will only be offered after customer has raised two purchase orders and paid for good in advance of shipment without incident.

1 Applicant

Also referred to as *you* or *your*

YOUR TRADING NAME AND ABN

YOUR COMPANY NAME, TRUST, PERSON(S) OR PARTNERSHIP OPERATING BUSINESS

YOUR BUSINESS STREET ADDRESS

YOUR BUSINESS POSTAL ADDRESS

YOUR BUSINESS DELIVERY ADDRESS

PURCHASING CONTACT NAME

ACCOUNTS PAYABLE CONTACT NAME

PURCHASING PHONE

ACCOUNTS PAYABLE PHONE

PURCHASING EMAIL

ACCOUNTS PAYABLE EMAIL

Company

Partnership

Sole trader

Diesel and Dutch Pty. Ltd.

Ph: +61 (0)4 6633 4403

support@dieselanddutch.com

www.dieselanddutch.com

ABN: 5058 2587 079

YOUR DETAILS

Fill in the Applicant's details and if it is a company or has a business or registration number then please insert it.

BUSINESS STRUCTURE

Check the appropriate box with an "X"

2 Trading references

A

NAME AND CONTACT OF FIRST REFEREE

EMAIL OF FIRST REFEREE

PHONE NUMBER OF FIRST REFEREE

B

NAME AND CONTACT OF SECOND REFEREE

EMAIL OF SECOND REFEREE

PHONE NUMBER OF SECOND REFEREE

REFERENCES

Fill in the details for your trading references.

3 Signed for or by the Applicant

Our Privacy Policy and Terms and Conditions are attached and/or published on our Internet site. By signing this Application:

- you acknowledge that we may use the information to obtain references in relation to your application for trade credit and otherwise in accordance with our Privacy Policy; and
- you agree that the supply of any goods or services to you will be subject to our Terms and Conditions.

APPLICANT SIGNS HERE

PRINT DATE OF SIGNING

PRINT NAME OF SIGNATORY

PRINT TITLE OF SIGNATORY

SIGNING INSTRUCTIONS

The Applicant or an authorised person (such as a company director) should sign here and print the date of signing as well as their name and title (for example, director).

Key Terms

This Agreement is between the supplier, Diesel and Dutch Pty Ltd (referred to as *we*, *our* or *us*) and the customer (referred to as *you* or *your*) and consists of these Key Terms and the General Conditions.

1 Payment terms

Strictly Net 30 days EOM

2 Annual interest rate on late payments

20%

3 Period for returning obviously defective goods

14 days from delivery

4 Jurisdiction and governing law

Victoria and Commonwealth of Australia

General Conditions

1. Effect of this Agreement

The Agreement applies in relation to any goods we sell you even if it is not signed and it overrides any inconsistent terms or conditions in any purchase orders or other documents you use (unless we specifically sign a document agreeing otherwise).

2. Quotations

Prices and other details in any quotation, pro forma invoice or other document that we provide are only valid for 30 days or such other limited time period as stated in the document.

3. Orders

You acknowledge that once you place an order with us, we may order or manufacture goods especially for you and we may not permit you to vary or cancel the order unless you compensate us for the losses we incur or we otherwise consent.

4. Price and price increases

We will notify you of the price for the goods when you place your order. We may increase the price if there is an increase in our costs between the date of an order and the date the goods are ready for delivery. If this occurs, you may cancel the order but we will not be liable for any losses you incur in connection with the cancellation.

5. GST

Unless otherwise stated, the prices for the goods are exclusive of Goods and Services Tax (GST). You must pay GST at the same time and in the same manner as the consideration for the goods. We will give you a tax invoice showing the applicable GST.

6. Delivery

We will use reasonable endeavours to deliver the goods to the delivery point and on the date requested in your order. However, we will not be liable for any losses you suffer as a result of a delay or failure to deliver the goods.

7. Risk in the goods

Risk in the goods will pass to you when you take possession of them.

8. Return of obviously defective goods

You must inspect the goods on delivery and may return them as defective if they:

- are not of *acceptable quality* (as defined in the Australian Consumer Law); or

- do not conform to an agreed specification.

The *period for returning obviously defective goods* is set out in the Key Terms. If you fail to return the goods (or notify us of any shortfall in the quantity delivered) within this period, you must pay for them in full despite any shortfall or defects (other than non-obvious or latent defects that you could not be reasonably expected to have identified within the time period).

We will cover the charges for returning the goods if we accept that they are defective.

9. Payment terms

You must pay us for the goods on the *payment terms* in the Key Terms. However, if we consider (in our absolute discretion) that your creditworthiness is unsatisfactory or the amount would exceed our credit limit, we may require you to pay for the goods on or before delivery.

10. Interest on late payments

If you fail to pay us strictly within the *payment terms* then you must pay the *annual interest rate on late payments* in the Key Terms. The interest will be calculated daily on the amount outstanding.

11. Title and our security interest

Although you will assume the risk in the goods when you take possession, until you pay for them:

- we will retain ownership and title;
- you hold them on our behalf as fiduciary bailee; and
- if we request, you must return them or permit us to retake possession of them and we will not be any liable for any loss you suffer as a result.

However, you may dispose of the goods in the ordinary course of business on the basis that you will be taken to hold the proceeds of sale or trade on trust for us until you pay for them.

12. Personal Property Securities Act (PPSA)

You acknowledge that under the Personal Property Securities Act 2009 Cth (*PPSA*):

- this Agreement constitutes a security agreement;
- you grant us a purchase money security interest in the goods and any proceeds; and
- we may register a financing statement on the Personal Property Securities Register (*PPSR*).

You agree to provide information and do anything we reasonably require for us to register, maintain and enforce our security interest.

13. Provision of information under PPSA not required

You waive the requirement to provide information under various provisions of the PPSA. In particular, you agree that as provided for in:

- section 157 – we are not required to give you a verification statement;
- section 144 – we are not required to give you notices under section 95, 118, 121, 130, 132 and 135; and

- section 275 – we are not required to provide interested persons with information relating to our security interest and neither are you.

14. Terms defined in the PPSA

Terms defined in the PPSA (including *purchase money security interest*, *verification statement*, *proceeds* and various other terms) have the same meaning when used in this Agreement.

15. Enforcement expenses

You must pay any reasonable expenses (including legal fees) we incur to enforce our rights under this Agreement.

16. Goods supplied on a wholesale basis

You confirm you are purchasing the goods on a wholesale basis to on-sell or re-supply to your customers and that as such you may not be entitled to all of the consumer guarantees under the Australian Consumer Law.

17. Our warranties

We warrant that the goods we deliver will:

- match the description in the invoice and any agreed specification;
- be free of third party claims or undisclosed securities; and
- be of *acceptable quality* as defined in the Australian Consumer Law.

18. Limitation of liability

We limit our liability in relation to the sale of goods to you as follows:

- apart from the warranties in this Agreement or any express guarantees, we exclude all warranties and guarantees (whether written or oral);
- our liability for any claims (whether for negligence, breach of contract or statute) is limited at our option to either:
 - replacing the goods or supplying equivalent goods; or
 - repairing of the goods; or
 - paying you the cost of having the goods replaced or repaired; and

- we are not liable for any indirect, incidental, special and/or consequential losses, liability, costs or damages; any loss of business opportunity, production, profits or savings; or any reasonably foreseeable losses.

However, this limitation of liability does not apply if it would restrict, modify or exclude your rights in a way that is not permitted under the Australian Consumer Law or other applicable laws.

19. Variations

We may vary this Agreement by giving you written notice at any time. The variation will only affect future orders.

20. Jurisdiction and governing law

The *jurisdiction and governing law* in the Key Terms apply to this Agreement. The courts of the jurisdiction are entitled, non-exclusively, to resolve disputes about this Agreement.

A. Our Agreement with the Company

Referred to as the *Agreement*

COMPANY'S NAME AND ABN NUMBER

DESCRIPTION OF THE COMPANY'S AGREEMENT WITH US

Diesel and Dutch Pty. Ltd.
Ph: +61 (0)4 6633 4403
support@dieselanddutch.com
www.dieselanddutch.com
ABN: 5058 2587 079

B. Guarantor (s)

Referred to as *Guarantor, you or your*

YOUR DETAILS

FIRST GUARANTOR

NAME OF GUARANTOR

ADDRESS OF GUARANTOR

We require each director of the Company to enter into this Guarantee. Each Guarantor should sign the form. If there are more than two directors another form can be sign

Fill in your details as the Guarantor including your name and address.

You agree to personally guarantee the Company's obligations under the Agreement on the terms set out below.

SIGNING INSTRUCTIONS

Sign here before a witness and print the date of signing. The witness should sign and print their name

_____ 

SIGNATURE OF GUARANTOR

_____ 

PRINT DATE OF SIGNING

_____ 

SIGNATURE OF WITNESS

_____ 

PRINT NAME OF WITNESS

SECOND GUARANTOR (IF APPLICABLE)

NAME OF GUARANTOR

ADDRESS OF GUARANTOR

You agree to personally guarantee the Company's obligations under the Agreement on the terms set out below.

_____ 


SIGNATURE OF GUARANTOR

_____ 

PRINT DATE OF SIGNING

_____ 

SIGNATURE OF WITNESS

_____ 

PRINT NAME OF WITNESS

1. Overview

This Guarantee is given by the Guarantor (referred to as you or your) for the benefit of the guaranteed party, Diesel and Dutch Pty Ltd (referred to as we, our or us).
You acknowledge in relation to the Agreement with us, that you have read and understood it and that you asked us to enter into it for your benefit.

2. Guarantee

You guarantee that the Company will pay us all money that it owes us and will perform its obligations punctually as required under the Agreement.

3. Indemnity

You continually indemnify us against all losses, damages, costs and expenses we may incur or suffer if the Company breaches the Agreement.

4. Joint and several

If any other Guarantor also guarantees the Company's obligations under the Agreement, this Guarantee binds you and each of them jointly and severally.

5. Effect of the guarantee

This Guarantee takes effect as a deed and will remain in force until all moneys due under the Agreement are paid and all of the Company's obligations are discharged.
This Guarantee binds you, your legal personal representatives and successors in title and will not be affected by a waiver, granting of time, indulgence, or other concession we give to the Company.

6. Enforcement

You must pay us on demand any money that the Company owes us under the Agreement. We may enforce this guarantee and indemnity without first taking any action against the Company. If the Company goes into liquidation, you agree not to prove in any liquidation in competition with us.

7. Jurisdiction and governing law

The jurisdiction and governing law that apply to the Agreement also apply to this Guarantee. The courts of the jurisdiction are entitled, non-exclusively, to resolve disputes about this Guarantee.

PAYMENT FOR OPENING ORDERS OR CASH ONLY ACCOUNTS

Payment options:

1. Visa/MasterCard – We provide the option to
 - a) enter your credit card details into your online order before submitting, or
 - b) providing your credit cards details below with your credit application form and order, or
 - c) or you can simply call us and provide your card details over the phone.

Bank Name:

Name of Credit Card:

Credit Card Number:

Expiry Date: CCV:

2. Direct Bank Deposit – Our bank details are as follows:

Bank: Commonwealth Bank of Australia

Account Name: Diesel and Dutch Pty Ltd

BSB: 063 097 AC: 4065 9447

(Please quote your invoice number in the reference section)