

**Aaclaim Quality Sales & Miranda Plastics**

ABN 21 128 035 307

**CREDIT ACCOUNT TRADING TERMS**

These terms govern the supply of all goods to the person described below as Customer by Aaclaim Quality Sales (AQS) and supersede all previous trading terms:

1. (a) Consumers have the benefit of conditions and warranties implied into consumer transactions by the Act. References to the Act include references to equivalent provisions of and circumstances arising under any State or Territory enactment.
- (b) Section 68A of the Act enables supplies of goods or services other than those of a kind required for personal, domestic or household use to limit their liability for breach of certain conditions and warranties implied by the Act subject to certain qualifications. AQS'S liability for any such breach shall be limited to the replacement or resupply of the goods.
2. Subject to Clause 1 above we make no representation and give no guarantee or warranty express or implied in respect of any goods sold or supplied by us. To the extent permitted by law, all conditions or warranties as to the quality or fitness contained in or implied by any legislation of the Commonwealth or any State or Territory in which the goods are sold or supplied or any amendment thereof are hereby negated and AQS disclaims any liability whatsoever (including liability for negligence) for damages resulting directly or consequentially from the use of goods of AQS.
3. Terms are twenty one (21) days net, i.e. twenty one (21) days from the end of the month in which delivery is made, unless arrangements have been made for an early payment discount. If the contract is breached due to payment not being made by the due date then the company reserves the right to change liquidated damages on the overdue account at AQS'S current bank overdraft interest rate.
4. Any price list published by AQS is subject to change without notice. We reserve the right to supply any order or orders in part or in full. All accepted orders will be invoiced at prices current at date of supply.
5. When goods are consigned to a purchaser, by carriers or another person and whether by land, sea or air, the purchaser shall be deemed to be in possession of the goods and the goods to be at his risk when the goods have been handed over to such carrier or the other person who shall be deemed to be the agent of the purchaser whether or not AQS pays the freight charges.
6. (a) All goods supplied by AQS to the customer under these terms shall remain the sole and absolute property of AQS as legal and equitable owner until such time as all money due to AQS has been paid to AQS but shall be at the Customer's risk from the time of delivery to it.
- (b) The customer acknowledges that it is in possession of such goods as bailee for AQS under these terms until such time as they are delivered to a purchaser of the goods from the Customer.
- (c) Until delivery to a purchaser, the Customer undertakes to store all such goods on its premises separately from its own goods or those of any other persons and in a manner, which makes them readily identifiable as AQS'S goods.
- (d) The Customer's right to possession of all such goods shall cease if it does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up of the Customer.
- (e) AQS may for the purpose of examination or recovery of its goods enter upon any premises where they are stored or where they are reasonably through to be stored.
- (f) The entire proceeds of sale of all such goods shall be held in trust for AQS and shall not be mingled with any other money paid into any overdrawn bank account and shall at all times be identifiable as AQS'S money.
7. No representative, employee or agent has the authority to vary these conditions.
8. Unless your written order is supplied together with the appropriate authorization from the Australian Taxation Office for goods which are subject to GST, it is incumbent on us to charge GST.
9. Claims for short deliveries and damaged goods will not be recognized unless notified within seven (7) days from receipt of goods. Goods returned for credit will not be accepted unless prior arrangements have been made.

10. No claims will be admitted after goods supplied have been sued, processed or otherwise made less saleable than at the time of delivery.
11. AQS'S maximum liability is limited to the net invoice value of each item under claim.
12. No claims will be admitted by reason of financial or consequential loss sustained by the purchaser or his customers.
13. AQS reserves the right to replace goods which, in its opinion, are defective. If AQS is of the opinion the goods can not conveniently be replaced it may instead credit the purchaser with the price actually payable.
14. If any condition of this quotation or its application to a person or circumstances is unenforceable, the remaining conditions shall not be effected and each other condition of this quotation shall be enforceable.
15. The taking delivery of AQS'S goods or acceptance of AQS'S services implies the acceptance of the foregoing conditions.

**I/WE ACCEPT THE ABOVE CREDIT ACCOUNT TRADING TERMS AND AGREE TO BE BOUND THEREBY.**

Date of Credit Account Trading Terms	Customer's Name:
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Customer's business address, Customer's registered office at, OR Private address ( <i>whichever applicable</i> )	Post code
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Customer's business address, Customer's registered office at, OR Private address ( <i>whichever applicable</i> )	Post code
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ABN or CAN:
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Phone Number Business:
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Fax Number:
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Website:
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Email address:
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<b>Business References</b> (Please provide a minimum of <b>two</b> references)	
<b>Reference 1</b>	
Company:	
ABN:	
Address:	
Phone Number:	Fax Number:
Number of Trading Years:	

<b>Reference 2</b>	
Company:	
ABN:	
Address:	
Phone Number:	Fax Number:
Number of Trading Years:	

<b>Reference 3</b>	
Company:	
ABN:	
Address:	
Phone Number:	Fax Number:
Number of Trading Years:	

<b>Reference 4</b>	
Company:	
ABN:	
Address:	
Phone Number:	Fax Number:
Number of Trading Years:	

<b>This section Is To Be Completed If The Customer IS a Corporation</b>		
The company seal of (company name)		Please Seal here
PTY Limited		
The seal was affixed in the presence of: Director's name ( <i>please print</i> )	Director's Signature	
Secretary's name ( <i>please print</i> )	Secretary's signature	

<b>This section Is To Be Completed If The Customer IS NOT a Corporation</b>	
Customer's signature	
In the presence of: Witness name ( <i>please print</i> )	Witness Signature

<b>This agreement is signed for and on behalf of Aaclaim Quality sales by</b>		
Name ( <i>please print</i> )	Title	Signature
In the presence of: Witness' name ( <i>please print</i> )		Witness' Signature