



Credit Application

1. Purpose	New Application: Amendment to Existing Account: Transfer of ownership:
2. Type of entity	
3. Full name of legal entity / individual	
4. Trading name or business name (if different to full legal name)	
5. ABN	
6. Street Address	Street Address: Suburb: Postcode: Business Telephone Number: Fax Number: Email address:
7. Postal Address (if different to street address)	Street Address: Suburb: Postcode:
8. Accounts Payable Contact	Full Name: Telephone Number: Fax Number: Email address:
9. Authorised Contact	Full Name: Business Telephone Number: Fax Number: Email address:
10. Full particulars of Directors / Proprietors	Full Name: Address: Telephone Number: Date of birth:



Credit Application

	Driver Licence Number: Full Name: Address: Telephone Number: Date of birth: Driver Licence Number:
11. Trade References	Name: Telephone Number: Name: Telephone Number:

ATTENTION before you sign:

You acknowledge and warrant that:

1. The information contained in this application is true and correct;
2. You are authorised to apply for credit facilities;
3. You have read our terms and conditions attached;
4. You authorise us to undertake a credit check in accordance with our attached terms and conditions;

Date:

Signature of authorised person

Signature of authorised person

Full name:

Full name:

Address:

Address:

Position:

Position:



General Terms and Conditions of Supply

1. Parties

The parties to these terms are:

- 1.1. Sabun Kozmetik Pty Ltd ACN 092 769
152 of Level 4, 459 Little Collins Street,
Melbourne Victoria 3000 is referred to as
'us', 'our' or 'Carwear'; and
- 1.2. The customer who acquires our goods or
services (or a combination of both) is
referred to as "you" and "your".

2. Application

These terms and conditions apply to all goods and services that we provide, unless we agree otherwise in writing.

3. Customer Contracts

- 3.1. Where we agree to provide you with goods or services, your customer contract with us is made up of (in order of precedence):
 - 3.1.1. the order form (in the case of online orders, the order as recorded by us); and
 - 3.1.2. these terms.
- 3.2. A quotation that we provide is not an offer by us to supply the goods or services.
- 3.3. If you would like to make an order on the basis of a quotation, if we agree:
 - 3.3.1. we will notify you in writing of our agreement; or
 - 3.3.2. we will deliver the goods.
- 3.4. If we agree to provide you with goods or services, then we may impose conditions on our agreement, including the requirement for payment of a security deposit. Any such condition forms part of your customer contract with us.
- 3.5. Any variation of the customer contract must be in writing and approved by us before the variation is deemed effective.

4. Pricing

- 4.1. Where we provide you with a quotation, that quotation is valid for a period of 7 days unless we advise you otherwise.
- 4.2. You must pay our invoices within 7 days of their date of issue.
- 4.3. Where a customer contract does not specify a price, then unless we agree otherwise in writing, the price of the goods will be deemed to be our recommended retail price contained in our price list.
- 4.4. Where materials or other goods that we use in the provision of our goods are not available or deficient in any way, then we are not obliged to accept an order.
- 4.5. We may vary pricing or quotations at any time before we accept an order and enter into a customer contract with you.
- 4.6. Time for payment of any goods or services sold to you are an essential term of any customer contract.

5. Installation Services

- 5.1. Where we agree to provide installation services we do so subject to the following conditions:
 - 5.1.1. that any proposed installation date is only indicative and is subject to variation by us;
 - 5.1.2. that any proposed installation date is subject to your payment of money and compliance with your obligations under your customer contract with us;
- 5.2. Any delay in installation is not deemed to be a breach of a customer contract.

6. Final Sale

Subject to clause 7 and clause 9, and to the extent permitted by law, any supply of goods or services is deemed final upon delivery

7. Title and Risk

- 7.1. Risk in all goods passes to you upon delivery to you or your representative (including your mechanic or panel beater).

- 7.2. Title to goods does not pass to you until you have paid us all money payable under your customer contract in cleared funds.
- 7.3. From the time of delivery, until title to goods passes to you, you must:
- 7.3.1. store the goods separately from all other goods;
 - 7.3.2. label the goods to identify them;
 - 7.3.3. insure the goods for their full replacement value, noting our interest on any policy of insurance;
 - 7.3.4. keep the goods safe;
 - 7.3.5. not part with possession of the goods; and
 - 7.3.6. not encumber the goods.
- 7.4. You grant us an irrevocable licence to enter upon any premises upon which goods we supplied are located to:
- 7.4.1. inspect the goods; and
 - 7.4.2. take possession of the goods at any time prior to title passing to you.
- 7.5. Upon request, you must provide us with a certificate of currency of insurance for the insurance required under clause 7.3.3.
8. **Penalty Interest**
- We may impose penalty interest at a rate 2% higher than the rate fixed from time to time under the *Penalty Interest Rates Act 1983 (Vic)* on any overdue payments under a customer contract.
9. **Liability and Indemnity**
- 9.1. To the extent permitted by law we:
- 9.1.1. will provide services with reasonable care and skill but do not warrant that they will be provided without fault;
 - 9.1.2. do not provide a warranty for goods provided under a customer contract, but we will (where capable of assignment) assign the benefit of any manufacturer's warranty to you.
- 9.2. Except for any express warranties in a customer contract, to the extent permitted
- by law we disclaim all express and implied warranties in relation to goods, services or a customer contract.
- 9.3. In the case of any breach of a customer contract, or any negligence for which we are responsible, or breach of a condition or warranty that legislation prohibits us from excluding (which condition or warranty shall accordingly be included), our liability to you will be limited, at our option, to:
- 9.3.1. if the breach or negligence relates to goods –
 - a) replacement of any goods involved or the supply of equivalent goods;
 - b) the repair of such 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; and
 - 9.3.2. if the breach relates to services –
 - a) supplying of the services again; and
 - b) the payment of the cost (for the period of the breach) of having the services supplied again.
- 9.4. In no circumstances are we liable for any indirect, secondary or consequential loss (including loss of profits, loss of business, loss of bargain, loss of income or business interruption) that you or anyone else may suffer.
- 9.5. You indemnify us (on a full indemnity basis including all legal costs and expenses) against any claim, loss or damage we suffer to the extent that it arises from:
- 9.5.1. any act or omission;
 - 9.5.2. any breach of any law;
 - 9.5.3. any breach of a customer contract;

by you or anyone receiving the goods and services or the benefit of them.

10. Termination

10.1. You acknowledge and agree that if you terminate a customer contract, we may suffer loss and damage, and reserve our rights to recover such loss and damage from you.

10.2. We may terminate a customer contract at anytime if:

10.2.1. you breach any term of your customer contract, including non payment;

10.2.2. we deem you (in our absolute discretion) to be an unacceptable credit risk;

10.2.3. you are declared bankrupt;

10.2.4. you are insolvent, or we have reason to believe that you are insolvent (in our absolute discretion);

10.2.5. you are placed under management, or have a receiver and manager appointed, or you go into voluntary administration or liquidation;

10.2.6. we are unable to perform our contract due to a breach by any of our suppliers, or an event of force majeure.

11. Force Majeure

11.1. We are not responsible for the consequences of force majeure.

11.2. For the purpose of this clause a force majeure is an event or circumstance beyond our reasonable control.

12. Substitution and Repairs

We reserve the right to:

12.1. substitute goods with ones that are of the same or similar quality where goods that you order are not available – in which case we will endeavour to advise you of this;

12.2. to vary the design of the goods to provide for improvement in installation; or

12.3. at the time of installation of the goods, to use filers, sealers, and touch-up paint to repair any small marks, cracks and/or scratches of the goods – use of these materials will not be deemed to be imperfections.

13. GST

13.1. Except where express provision is made to the contrary, the consideration payable by the customer under this agreement represents the value of any taxable supply for which payment is to be made.

13.2. Subject to us supplying you with a valid tax invoice, if we make a taxable supply for a consideration, which represents its value, then you will pay, at the same time and in the same manner as the value is otherwise payable, (or, if for any reason that does not happen, without delay after we request you to) the amount of any GST payable in respect of the taxable supply.

13.3. Subject to us supplying you with a valid tax invoice, if this agreement requires you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount required to be paid, reimbursed or contributed by you will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under clause 13.2.

13.4. For the purpose of this clause 13:

13.4.1. GST means GST within the meaning of the GST Act; and

13.4.2. A New Tax System (Goods and Services Tax) Act 1999 (as amended).

14. Customer Contact

14.1. On our request, you must nominate at least one customer contact.

14.2. You must keep us informed of current and accurate contact details of your customer contact/s.

14.3. A customer contact must be contactable at all reasonable times.

- 14.4. We may deal with a customer contact on the basis that they are your representative and have your full authority, including to make variations.
- 14.5. A person remains your customer contact until we are given notice that they are no longer your customer contact.
15. Credit Checks
- 15.1. You authorise us to do the things set out in this clause 15 and acknowledge that we may do so, whenever we see fit for as long as a customer contract continues or you owe us any money.
- 15.2. We may use a credit report (within the meaning of the Privacy Act 1988 (Commonwealth)) on you to assess your creditworthiness or for debt recovery purposes.
- 15.3. We may give to a credit reporting agency any information we have about you to enable us to obtain a credit report.
- 15.4. We may exchange information about you with other credit providers or a credit reporting agency.
- 15.5. You acknowledge that we are authorised to do the things set out in this clause 15 under the Privacy Act 1988 (Commonwealth) and that to assess or review your creditworthiness, we may: (a) request a third party to report about your creditworthiness; and (b) disclose financial, credit and other information about you to any person.
- 15.6. You must cooperate with any enquiries that we make about your creditworthiness and provide any further information, consent or authority we reasonably require.
16. Waiver
- No right under a customer contract can be waived except by notice in writing signed by the party waiving it. If a party overlooks a breach by the other party on one or more occasions, it is not taken to have agreed to any future breach.
17. Assignment
- 17.1. You may not transfer your rights or obligations under a customer contract to
- or share them with anyone without our prior written consent.
- 17.2. We may transfer our rights or obligations under this agreement to or share them with anyone without notice to you.
18. Intellectual Property Rights
- 18.1. You may not use any of our intellectual property including our photographs, logos, trademarks, or get up without our written consent.
- 18.2. Where we allow you to use our intellectual property, we may revoke that consent at any time – where we do, you must immediately cease using our intellectual property.
19. Variations
- We may vary or amend these terms without your consent, but where we do we will endeavour to notify you at least 7 days before we do so.
20. Severance
- If any provision in this agreement is unlawful or inconsistent with any law, then to the extent of the unlawful nature or inconsistency, that provision may be severed from without affecting the remainder of the agreement.
21. Jurisdiction
- This agreement and any customer contract is governed by the law of Victoria, Australia. Any legal proceedings relating to them can only be taken in courts with jurisdiction in Victoria.