



**APPLICATION FOR TRADING ACCOUNT**

**Section 1- Applicants Details**

Registered Business Name:		A.B.N		
Registered Company or Trust Name:		A.C.N		
Business Type (please tick one)	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Company <input type="checkbox"/>	Trust <input type="checkbox"/>
Nature of Business:		No. of Years Trading under present ownership:		
Delivery Address (Not a PO Box):				
		State	Postcode	
Postal Address:				
		State	Postcode	
Phone Number: ( )		Fax Number: ( )		
Email address for account:		Email address for order:		
Would you like to receive marketing and promotion materials by email?		If yes, please provide email address:		
Yes                      NO				
Banking Detail	Bank:	BSB		
Account Name:		Account No:		
If a recently purchased business, what was the		Business Name:		
Previous owner's Name:		Business Settlement Date:		
Trading Premises:		<input type="checkbox"/> Owned <input type="checkbox"/> Leased: please advise the following		
Landlord's Name	Landlord's Address	Landlord's Contact No:		

**Sole Trader, Partner, Director or Trustee Details**

Full Name	Residential Address	Phone Number	Date of Birth	Driver License No
1		Home:		
		Mobile:		
2		Home:		
		Mobile:		
3		Home:		
		Mobile:		

**Section 2- Trade Reference**

Supplier	Phone	Facsimile
1	( )	( )
2	( )	( )
3	( )	( )

NB: The first order is "PAY IN ADVANCE OF ORDER DESPATCH". Any Credit terms offered thereafter will be advised in writing

The Application hereby applies for a Trading Account (whether a request for credit has been noted or not) with Kong's (Aust.) Pty Ltd. I/we acknowledge that the trading Terms and Conditions dated 1st January 2014 were both this Application at the time we executed this Agreement and that I/we have read, fully understand and agree to be bound by the same. I/we also acknowledge that Kong's (Aust.) Pty Ltd might in future acquire additional subsidiaries which may supply goods to me/us and I/we agree that the above terms will apply to those purchases. I/We warrant to Kong's that the information provided herein is true and correct and at the time of execution are able to pay all debts on or before the date payable.

<b>Applicant 1</b> Date of execution of this Agreement.....  Full Name of Applicant (Print).....  Position:.....  Signature of Applicant: .....  Witness Name.....  Signature of Witness:.....Date.....  Witness Address:.....	<b>Applicant 2</b> Date of execution of this Agreement.....  Full Name of Applicant (Print).....  Position: .....  Signature of Applicant: .....  Witness Name:.....  Signature of Witness:.....Date.....  Witness Address: .....
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**GUARANTEE**

In consideration of Kong's (Aust.) Pty Ltd "Kong's" granting a Credit Account to the Applicant under that Agreement. I/We, the undersigned, hereby jointly and severally agree to guarantee the prompt payment of any and of all Account for monies payable or becoming payable by the Applicant to Kong's. I/We agree that the granting by Kong's to the Applicant of additional time to pay monies due under this Agreement or any other indulgence shall not affect our liability under this guarantee. This guarantee may only be withdrawn by giving Kong's fourteen days notice in writing by certified mail, but will continue in force with respect of all debts incurred by the customer up to the date of withdrawal.

I/We agree that before providing credit to the Applicant, Kong's may obtain from any person or company any information about me/us, which Kong's may require for credit reference purpose, to assist in deciding whether to accept me/ us as a guarantor for the Applicant. I further authorise Kong's to provide to any third party, in response to credit references and enquires about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and any subsequent dealing that I/We may have with Kong's as a result of this guarantee being actioned by Kong's.

For the purpose of securing the obligations and liabilities entered into them under this guarantee, I/We agree to charge with due and punctual payment and the complete performance of all those liabilities and obligations, all their legal and equitable interest (both present and future) of whatsoever nature held in any and all real property and I/We hereby consent to Kong's lodging a caveat or caveats noting its proprietary interest hereunder. I/We agree to execute any documents and do all such things as may be required by Kong's to affix such security upon demand by Kong's.

**Guarantors (must be Director or Trustee)**

**Guarantor1**

Date of Execution of this Guarantee:.....

Full Name (print): .....

Present Address: .....

Capacity: .....

Signature: .....

Witness Name (print): .....

Witness Address: .....

Signature of Witness: .....

**Guarantor2**

Date of Execution of this Guarantee:.....

Full Name (print): .....

Present Address: .....

Capacity: .....

Signature: .....

Witness Name (print): .....

Witness Address: .....

Signature of Witness: .....

**Terms & Conditions- Effective 1<sup>st</sup> January 2014**

**1. Definitions and interpretation**

For the purpose of these Terms, unless the context otherwise necessarily requires Kong's (Aust.) Pty Ltd, Kong's means Kong's (Aust.) Pty Limited ABN 68 050 291 766 Applicant, Purchaser refers to the person/s as nominated on the Account Application document. Goods refer to the Supplier's goods or services provided by Kong's (Aust.) Pty Ltd and invoiced (charged) to the Applicant's Account. Supplier means, in connection with the supply of any Goods or Services, the Kong's (Aust.) Pty Ltd making the supply to Customer. Account refers to the Application's Kong's (Aust.) Pty Limited "Pre-Pay" Account (pre-pay before goods sent) or Credit Account (i.e. if written approval to offer credit terms, to the Applicant, has been issued by us). Agreement refers to these Terms and Conditions and the Account Application document. PPS Register means the Personal Property Securities Register established under the PPSA

**2. Supplier Offers to Trade**

This Agreement sets out the respective rights and obligations of the Purchaser and the Supplier on approval of a Trading Account. Once the Purchaser signs the Trading Account Application document, the Purchaser will agree to and abide by this Agreement. The Applicant may not assign or transfer any of their rights or obligations without the prior written consent of Kong's (Aust.) Pty Ltd. This Agreement overrules any prior form, document or letter from Kong's.

The Applicant understands that all of or in part of this Agreement may be deleted, altered and /or inclusions made without prior consent. The current Terms and Conditions are available by request to the office.

This agreement, in it's entirety or in part, may only be waived, with the variation stated in writing and agreed to and signed by, an authorised officer of Kong's. Where the Applicant is a Corporation or Trust, one or more Director/s or trustee/s must guarantee the Applicant's obligations upon this Agreement and provide personal details as requested, in their entirety, on the Trading Account Application document.

A new Account Application is required for any change to the Purchaser business ownership or business structure. Other changes to the business and personal detail e.g. change of name/s, address/s and contact number must be notified to the Supplier in writing immediately and prior to the next order.

Kong's (Aust.) Pty Ltd may reject or refuse to accept a Trading Account Application from you without notifying cause or reason.

**3. Pricing (Wholesale), R.R.P. and G.S.T.**

All prices are subject to change without notice. Please refer to invoice or call Kong's office for current pricing. Price list should be used as a guide only. Prices are quoted before freight/handling charges and are exclusive of G.S.T. All goods are subject to Australian G.S.T. regulation. Recommended retail prices are quoted as G.S.T. inclusive.

**4. Discounts and /or Contract Pricing**

Any standard discount structure, if offered, will apply to the price applicable at the date of invoicing. Nett priced items are not included under the standard discount structure. Contract pricing, if offered, is separate to the standard discount structure.

The Supplier reserves the right, to reduce, suspend or forfeit the Purchaser's standard discount or any contract pricing, without notice, due to but not limited by:

- (a) Default of the Purchaser's account.
- (b) Late payment history.
- (c) Account inactivity over six months.

**5. Supplies of Goods**

- (a) A Contract will be created upon:
  - (i) Receipt by the Supplier of an oral or written order from the Purchaser requesting the supply of Goods; and
  - (ii) Acceptance of that order by the Supplier.
- (b) The Supplier may at any time, and in its absolute discretion, refuse to supply Goods to the Purchaser.

**6. Quotations**

- (a) The mere provision of a quotation by the Supplier does not constitute a Contract.
- (b) The Supplier may at any time and in its absolute discretion amend or withdraw a quotation.

(c) A quotation expires on the date specified on the quotation as the expiry date. If no expiry date is specified, the quotation expires 7 days after the date of the quotation.

**7. Order Acceptance and /or Refusal**

- (a) Any order by the Purchaser for the supply of Goods shall:
  - (i) If in writing, be signed by an authorised representative of the Purchaser;
  - (ii) Identify the Goods ordered;
  - (iii) Be subject to these Terms and such additional terms as the Supplier may be in its absolute discretion require.

(b) The Supplier may accept or decline, in whole or in part, an order from the Purchaser. Supplier may amend quantities ordered. The Supplier may substitute Goods with a similar price and nature if agreed to, by the Purchaser, in the Trading Account Application document. Once an order is placed, it becomes binding from the moment that the Supplier accepted it.

(c) The Purchaser must notify the Supplier in writing, or nominate on the Trading Account Application document, whom on your behalf, the Supplier may accept orders or enquiries from, in addition to a representative from the Supplier. The Supplier accepts no responsibility for orders placed or queries made by person who mislead the Supplier into believing that they act on the Purchaser's behalf. The Applicant agrees to a minimum opening order value of \$750.00.

**8. Payment & Credit Terms (if offered)**

All invoices from the Supplier are payable prior to dispatch. Any approval by the Supplier to grant credit terms will be notified in writing to the Purchaser and must be strictly adhered to as per the terms granted. Any amount shown on invoice or as per the Statement is payable by the Purchaser without deduction, set off or cross claim.

The Supplier may make changes to credit terms at anytime and without prior notice. See also under Payment Methods.

**9. Retention of title**


(a) The Supplier maintains legal and equitable title in any Goods supplied to the Purchaser until payment in full for or in connection with the supply of the relevant Goods has been received by the Supplier. Until payment in full has been received, the following terms apply.

(b) Notwithstanding that title in the Goods remains with the Supplier until payment has been received in full, the Purchaser may sell such Goods in the ordinary course of the Purchaser's business. As between the Purchaser and the Consumer of any item of the Goods, the Purchaser sells as principal and not as agent of the Supplier. The proceeds of sale of each item of Goods must be held by the Purchaser in a separate fund on trust for the Supplier and the Purchaser is under a duty to account to the Supplier for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Purchaser to pay an amount to the Supplier for Goods supplied.

(c) Until Goods are sold, the Purchaser must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the property of the Supplier, store them in such a way they are clearly identified as the property of the Supplier and keep full and complete records, firstly, of the physical location of the Goods and secondly, the ownership of the Goods by the Supplier.

(d) The supplier is irrevocably entitled at any time and from time to time before sale of any item of Goods by the Purchaser to inspect or to recover and reclaim possession of such Goods and otherwise exercise in relation to the Goods any of its rights whether those rights are as owner and /or unpaid Seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Supplier and its agents are irrevocably authorised by the Purchaser to enter any of the Purchaser's premises or vehicles or those of any third party. The purchaser agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.

(e) This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other Goods.

 **Sign**.....

**Date**.....

**10. Personal Property Securities Act 2009 (Cth)**

(a) The retention of title arrangement described in clause 9 constitutes the grant of a purchase money security interest by the Purchaser in favour of the Supplier in respect of all present and after-acquired Goods supplied to the Purchaser by the Supplier

(b) The Purchaser must immediately, if requested by the Supplier, sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Supplier's purchase money security interest is a perfected security interest.

(c) The Purchaser will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Supplier has perfected its purchase money security interest.

(d) For any Goods supplied that are not Goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of section 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the Goods.

(e) The Purchaser hereby waives any rights the Purchaser may otherwise have to:

- (i) receive any notices the Purchaser would otherwise be entitled to receive under section 95,118,121,130,132 or 135
- (ii) apply to a Court for an order concerning the removal of an accession under section 97
- (iii) object to a proposal of the Purchaser to purchase or retain any collateral under ss 130 and 135
- (iv) Receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Supplier may have in Goods supplied to the Purchaser from time to time.

(f) For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

**11. Limitation of liability**

(a) The supplier will not, in any circumstances, be liable or responsible for any claim, liabilities, cost, expense, loss, damage or defect arising (either directly or indirectly) from or in connection with the supply of the Goods and these Terms.

(b) To the extent that these Terms cannot, by law, operate to exclude the liability of the Supplier for any claims, liabilities, loss, expense, damage or defect arising from or in connection with the supply of the Goods and these Terms, then the liability of the Supplier is limited to either:

- (i) the repair or replacement of the Goods; or
- (ii) the refund of the Price paid by the Purchaser for the affected Goods; or
- (iii) the payment of an amount equal to the cost of replacing the affected Goods

(c) With exception of these Terms, any terms implied by operation of Australian law, all terms, conditions and warranties are hereby excluded.

(d) The Purchaser acknowledges that:

- (i) the Supplier has not provided any warranties, assurances, promises or representations regarding the quality, fitness for use, suitability or merchantability of the Goods; and
- (ii) it has relied entirely on its own knowledge, skill and judgment.

(e) Subject to clause 11(b), the Supplier is not bound to accept a return of any Goods from the Purchaser and is not bound to refund any monies to the Purchaser whatsoever and whatsoever.

(f) The Purchaser hereby indemnifies the Supplier against any claims, liabilities, damages, expenses or costs resulting from or connected to the Goods whether or not such Goods are damaged or defective.

(g) The Purchaser must take out and maintain appropriate insurance to cover any insurance loss in respect of the Goods.

**12. Default by the Purchaser**

(a) In the event that:

- (i) any money payable to the Supplier becomes overdue; or
- (ii) in the Supplier's opinion the Purchaser will be unable to meet its payments as they fall due; or
- (iii) the Purchaser becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- (iv) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Purchaser or any asset of the Purchaser, then:
  - i. the Supplier shall be entitled to cancel all or any part of any order which remains unperformed;

- ii. all amounts owing to the Supplier will, whether or not due for payment, become immediately payable; and
- iii. The Supplier may reclaim possession of any goods or associated charges, not paid for in full, by entering the purchaser's premises or vehicle/s without liability for trespass or any resulting damage. This includes those premises or vehicle/s of an associated company or agent where the goods are stored or displayed and where the Supplier believes there are reasonable grounds to expect that the Supplier may find goods in whole or in any part, within. The Supplier may keep or re-sell these re-possessed goods at Supplier discretion.
- iv. the Supplier may terminate any Contract.

(b) The Purchaser shall not at any time be entitled to retain any money owing to the Supplier notwithstanding any default or alleged default by the Supplier of the Terms including the supply of allegedly faulty or defective Goods

**13. Account on HOLD**

Supplier may refuse to send an order where the Purchaser's Account falls outside the Account terms. The order may be cancelled or placed on HOLD until overdue monies have been paid for. The Supplier may also, at anytime, request that the overdue Account be paid down to and/or below that of the credit limit.

The Supplier may place order on HOLD due to an over credit limit status. The Supplier is not bound by this Agreement to notify the Purchaser If the Account is on HOLD, however, all attempts to notify the purchaser will be done at a time that is practicable to the Supplier.

**14. Closure of an Account**

The Supplier reserves the right to close the Account, without notice and without reason. However, the Supplier will attempt to notify the Purchaser, in writing, at a time practicable to the Supplier.

Examples include, but are not limited by:

- a) Account is in default.
- b) Improper trading practices.
- c) Change of the nature of your business.
- d) Excessive price discounting and/or overpricing.
- e) Account inactivity for a period of six months.
- f) A history of continued late payments.
- g) Providing false or misleading information.
- h) Failing to advise changes to information given as per the Account Application document.
- i) Business ownership changes.

**15. Suspension of Accounts**

The Supplier may suspend Purchaser's right to trade for any reason (even if the Account is not in default) and without prior notice, however the Supplier will attempt to inform the Purchaser, at a time that is practicable to the Supplier.

This Agreement will continue to apply if and when suspension is lifted.

**16. Overdue Accounts**

Any amount not paid by the due date will incur interest at a rate of 18% per annum, calculated on a daily basis from the date in which the Account first became overdue. The Purchaser agrees to pay for all costs, disbursements and other expenses incurred by the supplier in connection with the recovery of overdue amounts.

**17. Inspection**

(a) It is the responsibility of the Purchaser to inspect the Goods immediately upon delivery.

(b) Any claim for:

- (i) a shortage of Goods;
- (ii) damage to the Goods;
- (iii) defects of fault in the Goods, must be notified to the Supplier within 72 hours after delivery of those Goods.

(c) The Supplier reserves the right to inspect the Goods and to seek its own assessment of the Goods notified in accordance with clause 17(b).

(d) If the Purchaser fails to advise the Supplier of any shortage, fault, damage or failure of the Goods within 72 hours of delivery, the Purchaser shall be deemed to have accepted that the Goods were not faulty or damaged at the time of delivery and generally accord with the order.

(e) Delicate items, such as light tubes, aquarium tanks (glass or plastic) must be inspected on arrival to ensure they are intact.



Sign.....

Date.....

18. Return of Goods

(a) Goods for return will not be accepted without prior arrangement and authorisation by an officer of the Supplier where a Claim Form Number, CF has been issued. All freight/ handling charges will be on account of the purchaser unless otherwise waived by the Supplier.

(b) Once a CF number has been issued, all Goods should be packaged for return to the Supplier and the CF number must be clearly marked on the outside of the box or packaging. (Please do not write a CF number on the Goods own "saleable" packaging)

(c) Where goods carry a manufacturer's warranty or guarantee, the Supplier will honour the claim under warranty only in accordance to the conditions of the said warranty or guarantee.

The warranty or guarantee is limited to repair in the first instance. Where repair is not possible, replacement is offered or, at our discretion, a credit to purchaser (not consumer) for the purchase price. All freight / handling charges will be on account of the Purchaser.

(d) Reasons for return are invalid

- (i) Goods rendered un-saleable due to price marking and soiling of packaging of contents, within your premises or vehicle/s, other than a fault in manufacture.
(ii) Overstocking or deleting of Goods.
(iii) Goods which have reached expiration date, provided that the Goods were supplied by the Supplier with a minimum of three month's expiry date.
(iv) Goods received and held for more than three (3) days before claim request notification.
(v) Unpackaged Goods that left the warehouse with packaging.
(vi) Claims for damages or breakages on consignments that are sent freight on through a carrier nominated by the Purchaser
(vii) Goods purchased by Purchaser from the Supplier over six months prior may be refused for claim

(e) Re-stocking fee

Requests for Goods to be exchanged or returned outside normal return conditions, may be accepted or declined at the Supplier discretion and the Supplier reserves the right to apply a re-stocking fee on these Goods. All freight/ handling charges will be on account of the Purchaser. The re-stocking fee is calculated as a percentage of the total net value of Goods returned, from invoice date and is as follows:

- 30 Days and prior - 10%
31 to 120 days - 25%
120 Days and over-50%

19. Risk

Risk in relation to any Goods passes to the Purchaser on delivery of the Goods at the Supplier's premises on collection by the Purchaser, its employees, agent or contractors. If the Supplier has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the purchaser's designated place of delivery by the Supplier or its agent.

20. Warranties

(a) Where Goods carry a manufacturer's guarantee or warranty, the Supplier will honour the claim under warranty only in accordance to the conditions of the said warranty or guarantee.

(b) The warranty or guarantee is limited to repair in the first instance. Where repair is not possible, replacement will be offered or, at the Supplier discretion, a credit to the Purchaser (not the Consumer) for the purchase price.

(c) All claims under warranty or guarantee against material and/ or manufacturing defects must be substantiated with the warranty card (where applicable), completed by the retailer and supported with proof of purchase.

(d) The Purchaser will assume all responsibility for freight/ handling or mailing charges to and from the Supplier.

(e) The Supplier reserves the right to accept or deny a claim under warranty until the item is inspected.

21. Exclusions to a WARRANTY CLAIM include:

- (a) Installation error resulting in or causing operational faults.
(b) Modifications of any kind, including but not limited to the removal of the electrical plug and/or damage or alteration to the electrical cable.
(c) Where a heater has a "water change" crack or a hot spot due to incorrect use caused by burying within the substrate.
(d) Misuse, abuse, lack of maintenance, negligence to and / or accident.
(e) Consumable materials and movable parts which are subject to wear and tear e.g. impellers, diaphragm's, flapper valves, light tubes.

(f) Parts that must be periodically replaced for normal maintenance of the Goods i.e. filter media e.g. sponge, cartridge, carbon etc.

(g) Broken glass in heaters, glass or plastic aquariums (under broken in delivery).

(h) Presence of water damage inside air pumps

Any repairs outside the warranty period (and only where possible), will be carried out at a cost. This will require acceptance by the Purchaser, in writing, prior to the item being repaired. The repair charge must either be charged to the Purchaser's Account (if credit terms are approved) or pre-paid prior to repair of Goods and their return.

Whilst all care is taken, the Supplier does not accept liability for any negligence it may have caused.

All Goods must be used in strict accordance with Operating Instructions.

22. Selling or Closing Business and Closing Account

The purchaser must notify the Supplier in writing when and to whom the Purchaser has sold the business to or when the business has closing down. The Purchaser must also provide a forwarding address (not PO Box) and contact phone number applicable after the sale or closure of the business. Any outstanding amount owed to the Supplier is the responsibility of the Purchaser and not of the new controller of the business sold unless a prior written proposal from the Purchaser has been received and accepted by the Supplier. If the Purchaser does not notify the Supplier in writing that the business has been sold, the Purchaser agrees to guarantee the performance of the new Controller and is liable for all invoices rendered to them. The Purchaser must settle all Accounts, with the Supplier within 7 days of the sale or closure of the business.

23. General /Other

(a) Statements

The Supplier will forward a Statement of Account once per month only where there is a transaction or payment activity or where there is a balance outstanding on the Purchaser account.

(b) Centralised Accounts

If the Purchaser has one or more businesses with different delivery addresses, the Purchaser may request to centralise all Statement information into a nominated "Central Account". The nominated "Central Account" must be an associated company.

Centralising Accounts will be granted after a written or verbal request by the Purchaser has been received. Invoices for these Accounts will be issued under their separate business identity, while monthly statements will be sent directly to the Central Account nominated.

(c) Payment Methods

The Applicant acknowledges that the Supplier accepts payments by means of Cheque, Direct Deposit or Credit Card (Visa, MasterCard)

Cheque- Payments by cheque will be deemed paid, when presented as cleared funds. Please allow 3 to 5 working days. For ease and efficiency of processing all cheque payments, please post all cheques rather than handing to our representative.

Direct Deposit-Please note, payment by direct deposit may not present until the next business day. All direct deposit payments made via a banking institution (excluding internet banking) must be notified to us by way of receipt showing date deposited, payment amount, payee information (business name & contact name).

Credit Card (Visa, MasterCard)- All credit card payments must be authorised by the Purchaser in writing. Please ask the office for a Credit Card Authorisation Form (written request) to allow for:

- (i) A one off charge;
(ii) Ongoing charge as per phone, email and fax authorisation by a person nominated by the Purchaser. The written authorisation will be kept on file until cancelled by the Purchaser or expires.
(iii) Monthly charge as per balance of Statement

All credit card payments for overdue Account i.e. an amount owned outside the Account Terms, will incur a fee charged as a percentage of the total net amount paid plus GST. An invoice will be raised reflecting the fee charged and is payable immediately. The fee applied will be notated, by an authorised officer of the Supplier, on and as an addition to your authorisation to charge by credit card. A receipt for credit card payment will be forwarded to purchaser on request.

Sign.....

Date.....

**(d) Dishonoured payments**

If a cheque or direct deposit payment to the Supplier Account is not honoured in full, a dishonour fee of \$20.00 (plus G.S.T) will be debited to the Purchaser Account and credit facilities will be ceased immediately. An administration fee of \$50.00 (plus G.S.T) will be payable to Kong's on representation of the same cheque dishonouring for a second time. All subsequent payments will be offset against the dishonour cheque fee first and all such charges will be payable on demand.

**(e) Apply payment in Account**

Payment will be applied to Account according to Purchaser remittance advice (where viable) or the oldest debt where no remittance advice is provided.

**(f) Delivery of Goods**

Freight and handling fee is charged on invoice and is G.S.T applicable. The freight and handling fee may be changed without notice. The current fee chargeable may be confirmed with the office.

**(g) Debt Recovery, Expense and Disbursements**

The purchaser will agree to pay for all cost, disbursements and other expenses incurred by the Supplier in recovering or attempting to recover any monies outstanding, including but not limited by, fees incurred by the debt recovery agency, solicitor, sheriff, NSW Court Hearing etc.

**(h) Spare Parts Availability**

The Supplier will make every reasonable effort to ensure the availability of spare parts of any Goods sold. If all reasonable effort has been made, the Supplier will not be liable if the Supplier is unable to supply spare parts for a temporary or permanent period.

**(i) Backordered Goods**

If the Purchaser agrees to accept backorders, as acknowledged on the Account Application document, or as a request made in writing to the Supplier, all freight/handling charges for back ordered items will be accepted by the Purchaser. The Purchaser will be notified when back ordered become available for despatch.

**24. Governing Law**

These Terms and Conditions shall be governed by the laws of the State of New South Wales.

**25. Privacy disclosure and consent**

The Purchaser authorises Kong's (Aust.) Pty Ltd to:

- (a) Obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit or in connection with any guarantee given by the Customer.
- (b) Use, disclose or exchange with other credit providers about the Purchaser's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts, and
- (c) Disclose the contents of any credit report on the Purchaser to the Supplier and other Related Bodies Corporate of Kong's (Aust.) Pty Ltd and any of their solicitors and mercantile agents.

If the Purchaser does not provide the information requested in this document, Kong's (Aust.) Pty Ltd may decline to process the application.

Kong's (Aust.) Pty Ltd complies with the privacy principle imposed by law in relation to the collection and disclosure of information regarding individuals.



**Sign**.....

**Date**.....



# KONG'S (AUST.) PTY. LIMITED

A.C.N. 050 291 766

A.B.N. 68 050 291 766

PO BOX 863, INGLEBURN NSW 1890, AUSTRALIA

EMAIL: [accounts@kongs.com.au](mailto:accounts@kongs.com.au)

PH: (02) 8796 5188

FAX: (02) 8796 5199

## ACCOUNT/ ORDER CONTACTS AND DELIVERY INSTRUCTIONS

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Shop Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/Code: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

**Purchase Order Contacts:** Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Account Contacts:** Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Trading Hours

Monday	Tuesday	Wednesday	Thursday	Friday

Do not deliver on: MON TUE WED THUR FRI (please tick)

### Special Delivery Instructions:

Forklift Available Yes/ No

Tailgate Requirement Yes/ No

Semi Trailer Access Yes/ No

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_