



APPLICATION FOR 30 DAY ACCOUNT
(ABN 55 088 162 038) PO BOX 575, HORNSBY NSW 1630

Credit Limit Request: \$ Customer Code:

Please tick; are You a: Company Partnership Sole Trader

Full Name of Applicant: DOB:

Trading Name:

Postal Address:

..... Post Code:

Delivery Address:

..... Post Code: Email Address:.....

Telephone no: Mobile no: Fax no:

Contacts: *Responsible Principal*: *Accounts Payable Officer*:

ABN:

If registered under Companies or Business Names Act please also state full registered name and address if different from above:

Name:

Address:

..... Post Code:

Date of Commencement of Activities:

Bankers:

Branch: BSB: A/c No:

Names, Addresses and Telephone numbers of three (3) trade references of MAJOR SUPPLIERS:

Ref. 1: Ph No: Fax No:

Ref. 2: Ph No: Fax No:

Ref. 3: Ph No: Fax No:

We authorise Spandex Asia Pacific to obtain trading information from the references supplied and to disclose trading information to other persons whom you refer to us.

The Applicant undertakes to advise Spandex Asia Pacific of any change in ownership, shareholding and or address at the time such change takes place. The Applicant acknowledges having received and read the Spandex Asia Pacific TERMS AND CONDITIONS OF TRADE AND PRIVACY POLICY and agrees to be bound by same in every respect unless so varied in writing by Spandex Asia Pacific.

Signed: Position: Date:

SPANDEX
9 Hamley Road Mt Kuring-gai NSW 2080
PO Box 575 Homsby NSW 1630
Tel: 61 2 9472 8000 Fax: 61 2 9472 8001
ABN 55 088 162 038

1 Incorporation of these terms and conditions

These terms and conditions shall be deemed to be incorporated into any contract or agreement between Spandex Asia Pacific and purchasers of its goods and services.

2 Offer and Acceptance

2.1. Any price or quotation for goods or services given by Spandex Asia Pacific is not an offer to sell or to provide services but is only an invitation to treat. No order will be binding on Spandex Asia Pacific unless accepted either in writing by Spandex Asia Pacific or by the commencement of supply or the provision of services.

2.2. Unless otherwise agreed in writing, all orders are subject to acceptance by Spandex Asia Pacific within 30 days of receipt by Spandex Asia Pacific of the order.

3 Exclusion/limitation of warranties and liability including consequential loss

3.1. All warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

3.2. In so far as goods or services supplied by Spandex Asia Pacific are not of any kind ordinarily acquired for personal domestic or household consumption and unless the purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty, implied into this contract by the Trade Practices Act 1974 (other than a condition implied by section 69), is limited to:

3.2.1. In the case of goods to any one of the following as determined by Spandex Asia Pacific; (a) the replacement of the goods or the supply of equivalent goods; or (b) the repair of goods; or (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;

3.2.2. In the case of services to any one of the following determined by Spandex Asia Pacific; (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again.

3.3. **Spandex Asia Pacific shall not be liable for any loss or damage whatsoever and howsoever arising**, whether direct, indirect or consequential loss including but not limited to loss of profits, loss of contracts or clients or loss of opportunities or wastage sustained by the purchaser or any third or other party as a result of the sale or delivery or non delivery of goods and the delivery or non delivery of services and whether or not due to the negligence of Spandex Asia Pacific, its servants or agents

3.4. The exclusions and limitations of liability set out in terms and conditions shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

4. Delivery

4.1. Any date quoted for delivery is an estimate only and Spandex Asia Pacific shall not be liable to the purchaser other party for any loss or damage including consequential loss howsoever arising even if arising out of negligence of Spandex Asia Pacific for failure to deliver on or before the quoted delivery date unless Spandex Asia Pacific expressly guaranteed in writing to deliver the goods by the delivery date.

4.2. The purchaser shall accept and pay for the goods if and when tendered notwithstanding any failure by Spandex Asia Pacific to deliver by the quoted date. Written advice to the purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment set out below shall apply.

4.3. Spandex Asia Pacific reserves the right to deliver the goods or services by installments. If delivery is made by installments, the purchaser shall not be entitled to:

(a) Terminate or cancel the contract; or

(b) Any claim for loss or damage howsoever arising for failure by Spandex Asia Pacific to deliver any installments on or before the quoted dates.

4.4. Any quotation containing a provision to supply goods "ex stock" is subject to fulfillment of prior orders at the date of receipt of the purchaser's order.

5. Payment & charges

5.1. These payment terms shall be of the essence of the contract.

5.2. GST (currently 10%) is payable in addition to the purchase price.

5.3. Freight Charges Orders with net* value of over \$300.00 will be shipped "freight free" by our choice of freight company. Fuel levy is also payable at \$2.50 (ex. GST) per order. If Dangerous goods are ordered a surcharge of \$12.50 (excl GST) will be payable. For orders under the qualifying "freight free" amount, as set out above, road freight charges will be added to the invoice as quoted at time of order: Airfreight is also available upon request, at your expense. Express freight (limited service) is also available upon request, at your expense. *net value means after discount and before sales tax

5.4. Unless otherwise agreed in writing, payment terms are net cash 30 days from the end of the month in which the goods are invoiced to the purchaser.

5.5. Credit Card surcharge of 2% (excl GST) applies for any American Express (Amex) transactions.

5.6. The purchaser shall pay to Spandex Asia Pacific interest at the rate of 3% per month on daily balances in respect of any amounts as may from time to time be overdue and until paid and such money together with all interest shall be recoverable forthwith from the purchaser.

6. Retention of title

6.1. Notwithstanding the delivery of the goods or part thereof, the goods remain the sole and absolute property of Spandex Asia Pacific as full legal and equitable owner until such time as the purchaser shall have paid Spandex Asia Pacific the full purchase price together with the full price of any other goods the subject of any other contract with Spandex Asia Pacific.

6.2. The purchaser acknowledges that he receives possession of and holds goods delivered by Spandex Asia Pacific solely as bailee for Spandex Asia Pacific until such time as the full price thereof is paid to Spandex Asia Pacific together with the price of any other goods then the subject of any other contract with Spandex Asia Pacific.

6.3. Until such time as the purchaser becomes the owner of the goods, he will: (a) Store them on the premises separately; (b) Ensure the goods are kept in good and serviceable condition; (c) Secure the goods from risk, damage and theft, and (d) Keep the goods fully insured against such risks that are usual or common to insure in a business of a similar nature to that of the purchaser.

6.4 Records shall be kept by the purchaser of any goods owned by Spandex Asia Pacific.

6.5 The proceeds of any sale of the goods shall be paid into a separate account and held in trust for Spandex Asia Pacific. The purchaser shall account to Spandex Asia Pacific for the price of the goods.

6.6. Should the purchaser die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or, being a company, calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, Spandex Asia Pacific may, at its option, notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract or require payment in case before or on deliver or tender goods or documents not withstanding terms of payment previously specified or may repossess and take over the goods and dispose of same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

6.7. If the purchaser does not pay for any goods on the due date, then Spandex Asia Pacific is hereby irrevocably authorised by the purchaser to enter the purchaser's premises (or any premises under the control of the purchaser in which the goods are stored at such premises) and use reasonable force to take such possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever.

6.8. On retaking possession of the goods, Spandex Asia Pacific may elect to refund to the purchaser any payment that may have been made and to credit the purchaser's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

7. Risk

Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is to effect delivery from Spandex Asia Pacific store or warehouse. The goods shall remain at the purchaser's risk at all times unless and until Spandex Asia Pacific retakes possession of the goods pursuant to these terms and conditions.

8. Complaints

As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the purchaser, the purchaser shall, within fourteen days, notify Spandex Asia Pacific in writing of the same.

9. Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Spandex Asia Pacific such as for example but not limited to by act of God, war, fire, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond Spandex Asia Pacific's reasonable control, and as a result Spandex Asia Pacific is unable to perform in whole or in part any obligation under this agreement, Spandex Asia Pacific shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect thereof.

10. Default

Upon the occurrence of default by the purchaser in compliance with the terms herein:

10.1. Spandex Asia Pacific may, at its discretion, withhold further supplies of goods or cancel this agreement or vary the terms of this without prejudice to its rights hereunder PROVIDED HOWEVER that Spandex Asia Pacific may, at any time and from time to time upon such terms as it may determine, waive any of its rights under this clause, but without prejudice to its rights thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

10.2 Without prejudice to any other right or remedy, the purchaser shall indemnify Spandex Asia Pacific against any costs, fees, charges and disbursements charged by any debt recovery agency or solicitor engaged for the purpose of the collection or recovery of monies due and payable by the purchaser to Spandex Asia Pacific on any indemnity basis.

10.3. The purchaser shall pay to Spandex Asia Pacific an administration fee of \$50.00 on the occurrence of every event of default.

11. Charging

The purchaser hereby charges with payment of any indebtedness to Spandex Asia Pacific all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the purchaser. The purchaser agrees that, if demand is made by Spandex Asia Pacific, the purchaser upon receiving such a demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, if so required, and in the event that the purchaser fails to do so within 14 days of being so requested, the purchaser hereby irrevocably any credit manager or solicitor engaged by spandex Asia Pacific to be its true and lawful attorney to execute and register such instruments.

12. These Terms and Conditions of Trade and any interpretation or construction of them shall be governed by the Laws of New South Wales and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of these Terms and Conditions of Trade.

SPANDEX PRIVACY POLICY Respecting Your Privacy and the Law The privacy of your personal information has always been important to us at Spandex Asia Pacific. We are committed to respecting your right to privacy and protecting your personal information. We are bound by the National Privacy Principles in the Privacy Act 1988 (Commonwealth), as well as other applicable laws and codes affecting your personal information. Our staff is trained to respect your privacy in accordance with our standards, policies and procedures.



GUARANTEE

TO: Spandex Asia Pacific

In consideration of Spandex Asia Pacific agreeing to supply and/or continuing to supply to

.....
(hereinafter called the "customer")

of

.....
with goods and/or services from time to time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY PERSONALLY guarantee and indemnify** Spandex Asia Pacific as follows;

1. To be liable to Spandex Asia Pacific for the due payment by the customer of all monies now and from time to time hereafter owing to Spandex Asia Pacific on any account or any manner whatsoever by the customer directly or indirectly and either alone or jointly with any person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements on an indemnity basis incurred by Spandex Asia Pacific in enforcing payment by the customer and/or guarantor/s of any such monies.
2. This Guarantee shall constitute a continuing guarantee to Spandex Asia Pacific for all monies which are now or may from time to time be owing or remain unpaid. It is expressly understood and agreed that this Guarantee is not in any way limited to any amount indicated as the anticipated monthly purchase in any credit application completed by the Customer or to any credit limit granted by Spandex Asia Pacific to the Customer.
3. This Guarantee shall not be avoided, released or effected by Spandex Asia Pacific making any variation or alternation in the terms of any agreement made with or to be made with the customer.
4. Spandex Asia Pacific may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the customer or any co-guarantor of this Guarantee or any person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by Spandex Asia Pacific.
5. Any payments made to Spandex Asia Pacific and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such an event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to Spandex Asia Pacific or its duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.
7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. This Guarantee and the construction and interpretation shall be governed by the laws of the New South Wales in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Local and District Court of New South Wales at Parramatta and the Supreme Court of New South Wales at Sydney in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. This Guarantor/s hereby charges with payment of any indebtedness to Spandex Asia Pacific all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the Guarantor/s. The Guarantor/s agrees that if demand is made by Spandex Asia Pacific, the Guarantor/s receiving such a demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that the Guarantor/s fails to do so within a reasonable time of being so requested, the Guarantor/s hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Guarantor/s to be its true and lawful attorney to execute and register such instruments.
10. Should this Guarantee be entered into in any other country other than Australia then the Guarantee will be deemed to have been drawn in that country and subject to the laws of that country.

Dated this day of 20

Signature of Guarantor Signature of Guarantor

Full name Full name

Signature of Witness Signature of Witness

Full name Full name

Address Address

.....



Your partner in digital print

**For more information please call Spandex Asia Pacific
on 1800 683 311 or Belfield on 1800 069 299**

Sydney - Adelaide - Brisbane - Melbourne - Perth

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