

**Gardenhouse Decor Pty Ltd ACN 104 522 830 trading as Gardenhouse Décor
14 DAY CREDIT APPLICATION**

1. THE APPLICANT

Applicant Name: _____ ABN: _____

Trading Name (if different from applicant): _____ Date business commenced: _____

Principal business address: _____

Contact Name: _____ Position _____

Tel No: _____ Fax No: _____ Email: _____

2. OPERATING STRUCTURE

- Pty. Ltd. Sole Trader Corporation as Trustee
 Public Co. Partnership Individual(s) as Trustee

3. DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS

If a company or partnership, please provide details of all directors, partners or individual trustees

Name: _____ Address _____

Name: _____ Address _____

Name: _____ Address _____

If more than 3 please attach details

4. TRUST DETAILS

If a trustee, please complete this part:

Name of Trust: _____ ABN _____

Type of trust: Family/Discretionary Unit Other (Details) _____

If a unit trust, please provide details of all unitholders

Name: _____ Address _____

Name: _____ Address _____

Name: _____ Address _____

If more than 3 please attach details

5. TRADE/BUSINESS REFERENCES

3 trade or business references must be provided

1. Name _____ Address _____

Contact _____ Tel _____ Fax _____

2. Name _____ Address _____

Contact _____ Tel _____ Fax _____

3. Name _____ Address _____

Contact _____ Tel _____ Fax _____

8. TERMS OF CREDIT

Credit will not be provided until Gardenhouse Decor Pty Ltd ACN 104 522 830 trading as Gardenhouse Décor ("Gardenhouse") accepts this application. If Gardenhouse accepts this application, the provision of goods and services and credit facilities to the Applicant are subject to Gardenhouse's Terms and Conditions of Trade provided with the application and as varied from time to time.

9. EXECUTION

By signing this application for credit, the Applicant:

- Acknowledges having been provided with Terms and Conditions of Trade and having read and understood them
- Agrees that the Terms and Conditions of Trade apply to the provision of goods to it by Gardenhouse;
- Warrants that the information contained in this Application is correct and that should there be any change which affects the information contained in this Application, the Applicant will notify Gardenhouse in writing giving details of such change within seven (7) days of the change occurring.

If company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person: _____	Position: _____
Signature: _____	Date: _____

If sole trader, partnership or individual(s) as trustee
If partnership or individual(s) as trustee - all partners and individuals must sign

Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page

10. GUARANTEE

If company, corporate trustee or individual(s) as trustee - all directors, individuals must sign this section:

In consideration of Gardenhouse agreeing to supply goods to the Applicant as the purchaser ("Purchaser") or to provide credit to the Purchaser, I/We hereby agree to guarantee to Gardenhouse the punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser, in respect of the cost of goods supplied by Gardenhouse to the Purchaser and any other sums payable by the Purchaser to Gardenhouse pursuant to Gardenhouse's Terms and Conditions of Trade (collectively called "guaranteed money") and further agree to indemnify and keep indemnified Gardenhouse from and against all losses costs charges and expenses whatsoever that Gardenhouse may suffer or incur in relation to the supply of goods to the Purchaser.

I/We agree that this Guarantee is a continuing guarantee and the indemnity hereby given is a continuing indemnity and neither this guarantee nor the indemnity will be discharged or be considered or deemed to be discharged in any way by any payment to Gardenhouse other than the payment to and acceptance by Gardenhouse of the whole of the guaranteed money.

Executed as a Deed

Dated : _____	
Signed Sealed and Delivered) by _____) in the presence of)	Signed Sealed and Delivered) by _____) in the presence of)
_____ Witness	_____ Witness

If more than two directors or individuals, please have additional persons sign a copy of this Form

TERMS AND CONDITIONS OF TRADE

1. **Definitions**
 "Customer" means a person, firm or corporation, jointly and severally, if there is more than one, acquiring goods from the Supplier, "goods" means goods supplied by the Supplier to the Customer, "Supplier" means Gardenhouse Decor Pty Ltd (ACN 104 522 830) trading as Gardenhouse Décor of 12-14 Flight Drive, Tullamarine and "Terms" means these terms of trade.
2. **Basis of Contract**
 - 2.1 Unless otherwise agreed by the Supplier in writing, the Terms apply exclusively to every contract for the sale of goods by the Supplier to the Customer and cannot be varied by the Customer's terms and conditions.
 - 2.2 Prices are subject to change without notice.
 - 2.3 The Customer must order goods to a minimum value of \$500. A 15% surcharge applies to all orders below this minimum value.
3. **Pricing**
 Prices for the supply of goods exclude and the Customer must pay:
 - (a) GST and any other taxes imposed on the goods; and
 - (b) for deliveries outside Metro Melbourne, the cost of freight, insurance and other charges arising from the point of dispatch of the goods.
4. **Payment**
 - 4.1 Unless otherwise agreed in writing, terms of payment are strictly cash on delivery, except for where credit is provided, where payment for the goods must be made within 14 days from the date of invoice.
 - 4.2 Payment terms may be revoked or amended at the sole discretion of the Supplier immediately upon giving written notice to the Customer.
5. **Payment Default**
 If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any other remedy available to it:
 - (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983 (Vic)* plus 2 per cent for the period from the due date until the date of payment in full;
 - (b) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any goods or any sum due;
 - (c) cease or suspend for such period as the Supplier thinks fit, supply of any further goods to the Customer; and
 - (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by the Supplier; without effect on the accrued rights of the Supplier under any contract.
6. **Passing of Property**
 - 6.1 Until full payment in cleared funds is received by the Supplier for all goods supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:-
 - (a) title and property in all goods remain vested in the Supplier and do not pass to the Customer;
 - (b) the Customer must hold the goods as fiduciary bailee and agent for the Supplier and keep the goods separate from its goods maintaining the Supplier's labelling and packaging;
 - (c) the Customer is required to hold the proceeds of any sale of the goods on trust for the Supplier in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
 - (d) the Supplier may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and indemnifies the Supplier against all costs or claims by any party arising from such action.
8. **Delivery, Risk and Insurance**
 - 8.1 The Supplier will, at its discretion, arrange for delivery of goods to the Customer in Metropolitan Melbourne and the Supplier shall designate the route and the means of transportation for the delivery of goods. In the event that the Customer requires a more expensive route or means of transportation the Customer will reimburse the Supplier for the extra cost involved. Goods for which the Supplier arranges delivery shall be insured during transit and risk shall pass to the Customer at the point of delivery.
 - 8.2 For deliveries outside of Metropolitan Melbourne, unless otherwise stated by the Supplier, the Customer will be responsible for delivery and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery. Risk in the goods for which the Customer arranges delivery and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon dispatch of the goods from the Supplier's premises.
 - 8.3 The Customer indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery, except where caused by the negligence of the Supplier.
 - 8.4 The Customer authorises the Supplier to subcontract delivery of goods in its absolute discretion.
 - 8.5 If the Supplier does not receive forwarding instructions sufficient to enable it to dispatch the goods, the goods are not picked up by the Customer or the Customer is not ready to receive the goods when the Supplier is delivering the goods within 14 days of notification that the goods are ready, the Customer shall be deemed to have taken delivery of the goods from such date. The Customer shall be liable for storage charges payable monthly on demand.
 - 8.6 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by the Supplier.
9. **Returns and Exchanges**
 - 9.1 The Supplier will not be liable for any defects, shortages, damage or non-compliance with the specifications ("Defect") unless the Customer notifies the Supplier by phone within 72 hours of delivery and in writing with full details within 7 days of delivery. The Customer is deemed to have accepted the goods if it fails to give the notice required by this clause.
 - 9.2 When any Defect is accepted by the Supplier, the Supplier may, at its absolute discretion, repair or replace the goods or credit the Customer to the value of the goods.
 - 9.3 The Supplier will not under any circumstances accept goods for return that are not in their original condition and packaging.
 - 9.4 The Customer must obtain the Supplier's prior written approval for the return of goods and pay all freight charges associated with the return of goods unless the Supplier accepts the reasons stated for the return is due to its fault. A 15% handling fee will be charged on the amount involved at the Supplier's discretion.
10. **Liability**
 - 10.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
 - 10.2 Replacement or repair of the goods is the absolute limit of the Supplier's liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the goods or alternatively the sale, use of, storage or any other dealings with the goods by the Customer or any third party.
 - 10.3 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
 - 10.4 The Supplier will not be liable for any loss or damage suffered by the Customer where the Supplier has failed to meet any delivery date or cancels or suspends the supply of goods as any date for delivery of goods stated by the Supplier is intended as an estimate only and not a contractual commitment.
 - 10.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods which cannot be excluded, restricted or modified.
11. **Cancellation**
 - 11.1 If, through circumstances beyond the control of the Supplier, the Supplier is unable to effect delivery or provision of goods, then the Supplier may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer. No purported cancellation or suspension of an order or any part thereof by the Customer is binding on the Supplier after that order has been accepted by the Supplier.
12. **Miscellaneous**
 - 12.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria.
 - 12.2 If any Term is held unenforceable, it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from the Terms without affecting the enforceability of the remaining terms.