

Registered Name:	
Trading Name:	
A.B.N:	A.C.N:
Registered Address: P/C:	
Trading/Delivery Address: (Street & No.) P/C	
Postal Address: P/C:	
Tel: ()	Fax: ()
Email Address:	

Nature of Business: **How long Established?**.....

Type of Entity:

Public Company	Proprietary Company	Trust Company	Trustee Company	Partnership	Sole Trader	Joint Venture	Government Body
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Account Queries /Contact for Payments:

Name:	Position:
Ph:	Fax:

Directors/Proprietors: (Please list)

Name:	Address	Phone Number
1.		
2.		
3.		

Trade References: (Someone you deal with)

Name	Address	Phone Number
1.		
2.		
3.		

Other Information:

Anticipated Monthly Purchases: \$ Credit Limit Required: \$

Bank:Branch: Account Number:

I / We agree to the terms & conditions listed in this application.

Signature of Applicant: _____

Position: _____ **Date:** _____



NUTURF AUSTRALIA PTY LTD TERMS & CONDITIONS OF SALE

These are the terms and conditions upon which Nuturf Australia Pty Ltd ABN 35 115 077 800 sells for the sale of goods.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions, unless the context otherwise requires:

- (a) "Buyer" means the Person named in the Sales Invoice.
- (b) "Sales Invoice" means the sales invoice issued by the Seller to the Buyer in which these terms and conditions of sale are or are deemed to be incorporated.
- (c) "Seller" means **Nuturf Australia Pty Ltd, ABN 35 115 077 800.**

1.2 Interpretation

- (a) Any special conditions specified on a Sales Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.
- (b) The expression "Person" includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

2. GOVERNING TERMS AND CONDITIONS

These are the only terms and conditions which are binding upon the Seller with the exception of those otherwise agreed in writing by the Seller or which are imposed by statute and which cannot be excluded.

3. TERMS OF PAYMENT

Payment by the Buyer for goods delivered and accepted is due within 30 days from date of receipt of goods. If the Buyer fails to make payment in accordance with this clause, all amounts owing by the Buyer to the Seller on any account shall immediately become due and payable. Cash, Cheque and Direct Banking are all accepted. Credit Card payments will incur a 2% transaction fee.

4. INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery and shall within forty-eight hours of delivery give notice to the Seller of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

5. RETURNS

All returns must be approved by the Seller. The Seller will only be obliged to credit returned goods if they are in a saleable condition.

6. PASSING OF PROPERTY AND RISK

- (a) Property in the goods supplied by Nuturf Australia Pty Ltd to the Buyer shall not pass to the Buyer until the Buyer has paid the purchase price in full and there is no debt outstanding by the Buyer to Nuturf Australia Pty Ltd.
- (b) Until property in the goods has passed to the Buyer.
 - (i) the Buyer must keep the goods free from any charge, lien or other encumbrance.
 - (ii) the Buyer shall hold the goods as a bailee and in such capacity the Buyer shall:
 - (A) to such extent required by Nuturf Australia Pty Ltd, keep the goods separate from other goods in the possession of the Buyer
and
 - (B) account to Nuturf Australia Pty Ltd in specie in respect of any proceeds received by the Buyer on any resale of the goods.
- (c) If the Buyer sells the goods in a manner such that Nuturf Australia Pty Ltd title is extinguished or postponed, then the Buyer acknowledges that the funds are held in trust for Nuturf Australia Pty Ltd and Nuturf Australia Pty Ltd will be entitled to trace and receive the proceeds of any such sale.
- (d) If the goods are used in such a manner that it becomes a constituent part of another object then the Buyer will be deemed to have sold the goods and the Buyer agrees that the proceeds of such sale will be held upon trust for Nuturf Australia Pty Ltd.
- (e) In the event of default in full and proper payment in respect of the goods and without prejudice to any other rights then Nuturf Australia Pty Ltd shall be entitled to forthwith retake possession of the goods and shall be entitled whether by itself or through its agents, with or without notice to the Buyer, to enter at any time on the Buyer's premises for such purpose. Such right shall continue notwithstanding that Nuturf Australia Pty Ltd may have instituted legal proceedings against the Buyer in respect of the Buyer's debt.

- (f) Notwithstanding anything to the contrary herein contained and without prejudice to the rights of Nuturf Australia Pty Ltd to retake possession of the goods in the event of the default of the Buyer to effect full and proper payment in respect of the goods Nuturf Australia Pty Ltd may at any time prior to retaking possession of the goods commence legal proceedings against the Buyer for the amount of the Buyer's debt.
- (g) In the event that Nuturf Australia Pty Ltd shall retake possession of the goods Nuturf Australia Pty Ltd shall be at liberty to resell the goods and thereafter to commence legal proceedings against the Buyer for any difference between the sale price of the goods on such resale and the Buyer's debt.

7. **MINIMUM ORDER FEE**

A Minimum Order Surcharge may apply for orders totaling \$100.00 or less (exclusive of GST). There will be one (1) exception. When a customer is at our warehouse (this includes mobile stores or product carried by a Territory Manager) and is taking possession on the spot – no surcharge applies.

8. **SUPPLY**

The Seller reserves the right to suspend or discontinue the supply of goods to the Buyer without being obliged to give any reason for its action.

9. **CONTINGENCIES**

Any charge, duty, impose, or other expenditure which is not applicable at the date of Sales Invoice but which is subsequently levied upon the Seller in relation to the Sales Invoice as a result of the introduction of any legislation, regulation or governmental policy, shall be to the Buyer's account.

10. **DEFAULT OF BUYER**

- (a) If these terms and conditions are not strictly observed by the Buyer, the Seller may in its absolute discretion, refuse to supply to the Buyer and the Seller shall not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of such refusal.
- (b) The cost of collection of any moneys due and payable by the Buyer, including the fees of any Mercantile Agent or Solicitor engaged by the Seller shall be payable by the Buyer.

11. **ALTERATION TO CONDITIONS**

The seller may, at any time and from time to time, alter these Terms and Conditions of Sale.

12. **CREDIT REPORTING**

Where goods are supplied to the Buyer on credit the Buyer irrevocably authorises the Seller, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Buyer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers on the Buyer or any other credit providers (the information sources) and the Buyer hereby authorises the information sources to disclose to the Seller such information concerning the Buyer which is requested by the Seller.

Nuturf Australia Pty Ltd

Po Box 6390 Silverwater NSW 1811
ABN: 35 115 077 800

Ph: 1800 631 008
W: www.nuturf.com.au

Fax: 1800 809 456



GUARANTEE

In consideration of **Nuturf Australia** hereinafter called "the seller" agreeing to supply,

.....
Applicant's Name

of.....
Applicant's Address

hereinafter called "the customer", with goods and services on credit.

I
.....
Full Name of Guarantor

of
.....
Address of Guarantor

(the guarantor) do hereby (jointly and severally in the case of one or more guarantors) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the seller by the customer under the seller's terms and conditions of sale. I / we further covenant and agree with the seller as follows:

1. That this guarantee shall be a continuing guarantee and shall remain in full force and effect and the guarantor shall remain liable hereunder notwithstanding the granting by the seller of time, credit or any other indulgence or concession to the customer or the guarantor or the waiver by the seller of any breach by the customer of its obligations to the seller or the liquidation of the customer or the bankruptcy or death of the guarantor or the liability of the customer ceasing or becoming extinguished for any reason.
2. To make due and punctual payments to the seller upon demand being made by notice or letter given to the guarantor and such demand or notice shall be deemed to be truly made or given if the same shall be in writing, left at or sent by pre-paid post to the address of the guarantor as set out above.
3. To be answerable and responsible to the seller for any legal costs (on a solicitor and client basis) in preparation, exercise or attempted exercise of the seller's rights under this guarantee or the recovery of any amounts owing.
4. In order to give effect to this guarantee I declare that the seller shall be at liberty to act as though I were the principal debtor and I hereby waive all and any of my rights as surety which may at any time be inconsistent with any of the above positions.
5. This guarantee shall be revocable at any time as to future transactions by one month's notice in writing given to the seller by me or in the case of death by my personal representative.
6. When this guarantee is given by more than one guarantor, the obligation on the part of the guarantor contained in this guarantee take effect as joint and several obligations and references to the guarantor take effect as references to those persons or any of them. None of them will be released from liability under this guarantee by reason of any other guarantor not executing this guarantee or this guarantee ceasing to be binding on any other guarantor and the release by the seller of any guarantor from this guarantee will not affect the liability of the other guarantors.
7. This guarantee is to be construed according to the laws of New South Wales.
8. I understand the nature of this guarantee and I have had the opportunity of obtaining legal advice before signing this guarantee.

Dated this day of20.....

.....
**Signed by the Guarantor
in the presence of**

.....
**Signed by the Guarantor
in the presence of**

.....
Witness's full name and address

.....
Witness's full name and address.

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