

New Account / Credit Application Form

Request for Account with Flaming Rhino Design Pty Ltd

ABN 40 067 935 040



The Applicant

Name of Company _____

Trading Name (if different from above) _____

Address _____

Business Type (please tick one)

Sole Proprietor

Partnership

Company

Trust

Owners / Directors / Guarantors

Name _____

Private Address _____

Post Code _____

Phone (h) _____

Drivers Lic. No. _____

State _____

Owner

Director

Trustee

Please tick as applicable

Any special instructions _____

Applicant's current trade references

Name _____

Address _____

Phone/Fax _____

Name _____

Address _____

Phone/Fax _____

Name _____

Address _____

Phone/Fax _____

For the Applicant (signature) _____

Witness (signature) _____

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Standard Trading Terms of Quotation and Sale

The following are the Standard Terms and Conditions of Quotation and Sale (hereinafter called "The Conditions") applicable to all quotations given by and orders accepted by Flaming Rhino Design Pty Ltd., A.B.N. 40 067 935 040 or its subsidiaries, employees and/or agents (hereinafter called "FRD") for purchase of products by the Buyer in relation to the products. These Terms and Conditions are subject to change without notice.

1. (a) Prices are subject to alteration without notice and products are supplied at pricing ruling at the date of delivery.
(b) FRD prices are exclusive of GST and any charge shall be to the account of the buyer.
 2. (a) The goods are sold free on board ex FRD warehouse.
(b) The buyer shall bear the cost of having the goods delivered unless otherwise stated in Special Conditions with the Buyer.
(c) The Buyer may organise their own delivery of the goods or request FRD to organise the delivery on the Buyer's behalf.
 3. Products are at the Buyer's risk from the time of delivery and claims will not be entertained unless made in writing within seven (7) days of receipt of the products. Any such claim shall be limited in accordance with the provisions of clause 9 hereof.
 4. (a) If any condition of a Buyer's order conflicts with these conditions then the latter shall prevail to the extent of any inconsistency, unless otherwise agreed in writing by FRD.
(b) If any condition of a buyer's order purports to vary these conditions the same will not be binding upon FRD unless agreed in writing by FRD.
 5. Buyers will pay for all products upon demand unless FRD has agreed to provide a Credit Facility to the Buyer, in which case the buyer will pay for same in accordance with the terms of such Credit Facility.
 6. The Buyer acknowledges the FRD is not responsible for the accuracy of or the inclusion of the Buyer's Purchase Order Number upon any invoice or statement and the Buyer remains liable to make payment of the invoice amount regardless of the inaccuracy of transcription upon or omission of the Purchase Order Number upon any invoice or statement.
 7. (a) Notwithstanding the delivery of products to the Buyer, title to and ownership of the products remains with FRD until payment in full of the invoice price by the Buyer.
(b) Should any products be disposed of or sold by the Buyer prior to payment of the invoice price, any monies received by the Buyer in payment of the same shall be held for FRD by the Buyer.
(c) The Buyer authorises FRD employees and its authorised agents to enter upon the Buyer's premises or any premises in the Buyer's possession or control and to retake possession of the products for which payment has not been received by FRD whether such products are in their original or any altered form or admixed with other products of the Buyer.
(d) FRD shall not be liable to the Buyer for any loss or damage caused in recovery of its products in accordance with subparagraph (c) of this clause.
 8. (a) Samples have been exhibited and inspected solely to enable the Buyer to judge the quality of the goods only.
(b) All descriptive specifications, illustrations, drawings and data contained in catalogues, price lists or other advertising matter of FRD are approximate only and by way of general description.
(c) Products are supplied in accordance with normal industry standards of manufacture and FRD will not be liable to the Buyer for quality of products which comply with these standards.
 9. (a) All implied conditions and warranties which may by law be excluded in relation to the supply of products by FRD are hereby excluded to the extent the conditions or warranties, exclusion of which would render the Agreement incorporating these conditions between FRD and the Buyer (of which these conditions form part) void or voidable or FRD liable to a penalty, or which may not by the terms of the Trades Practices Act or relevant State Legislation be excluded or modified, then such conditions or warranties shall apply to the products to be supplied by FRD.
(b) Where any legislation provides for remedies in the event of FRD's breach of a condition or warranty, whether statutory or otherwise, then the Buyer's sole remedy for any such breach shall at the option of FRD be limited to:
 - (i) such remedy; or
 - (ii) the replacement of the products or resupply of same; or
 - (iii) the repair of the product; or
 - (iv) the payment of the cost of replacing the products.
- PROVIDED THAT no claim shall be entertained in respect of the defects ascertainable upon delivery, or supply of the products not conforming to the Buyer's specifications and requirements, unless made in writing within seven (7) days of delivery.
- (c) FRD will not be liable for any costs, claims, damages or demands arising from the personal injury, loss or damage whatsoever occurring to the Buyer, its servants or agents as a result of either the acts or omissions of FRD, its servants or agents and in no case shall FRD be liable for any consequential loss or damage.
10. These Conditions and the Agreement incorporating them shall be governed by and construed in accordance with the law of the State of Victoria.
11. (a) Goods are sold on a Firm Sale arrangement.
(b) FRD is not obliged to refund any monies for the goods purchased and subsequently returned for credit.