

# TRANSGOLD PTY LTD ABN 68 002 159 999

## TERMS OF SALE

(pls sign acceptance at the bottom)

These terms of sale form the basis of agreement between Transgold Pty Ltd (ABN 68 002 159 999) and the buyer of goods or services supplied by Transgold Pty Ltd.

### Content of agreement between Transgold Pty Ltd and buyer

1. These terms of sale apply together with those additional or altered items included in a quotation or notified in writing by Transgold Pty Ltd before the acceptance of an order from the buyer.
2. Conditions or terms of contract submitted by a buyer with a purchase order do not form part of the agreement with Transgold Pty Ltd unless agreed to in writing.
3. Additions to or variation of the agreement are effective only if agreed to in writing by Transgold Pty Ltd.

### Payment of price

4. Payment must be made in full within 30 days nett after the date of invoice for credit sales.
5. The buyer must not set off any money owing or alleged to be owing by Transgold Pty Ltd against money due by the buyer to Transgold Pty Ltd.

### Quotations

6. Unless otherwise stated, all prices quoted are exclusive of goods and services tax, and are for delivery to a carrier at Transgold Pty Ltd's premises.
7. Quotations given by Transgold Pty Ltd are open for acceptance until the earlier of:
  - a) withdrawal of a quotation by Transgold Pty Ltd,
  - b) the date stated in the quotation; or
  - c) if a date is not stated in the quotation, 30 days after the date of the quotation.

### Prices

8. All prices are subject to Goods and Services Tax (GST).
9. Prices are subject to change without notice.
10. All manufacturer's part numbers and names are used for reference purpose only.

### Credit Card Payments

11. Buyers who elect to use credit cards to pay must do so within 30 days of dispatch of goods.
12. Any payments after the 30 day period (i.e. late payments) will incur a 1.5% transaction surcharge.

### Return of goods

13. Transgold Pty Ltd will not accept returned goods without prior written approval. The buyer must pay all shipping charges and Transgold Pty Ltd reasonable handling charges (15%) on goods accepted for return.
14. Transgold will not accept returned goods for any reason more than 6 months after date of invoice.

### Errors in Shipment

15. Transgold Pty Ltd is not liable for a shortage or error in shipment unless reported in writing to Transgold Pty Ltd within 7 days after receipt of the goods by the buyer.

### Title and risk

16. Until the price of goods is paid in full, title in those goods is retained by Transgold Pty Ltd.
17. If the buyer does not pay for any goods on the due date for payment the buyer authorises Transgold Pty Ltd, its employees and agents to enter the buyer's premises (and any premises under the control of the buyer or an agent of the buyer if the goods are located on those premises) and use reasonable force to retake possession of those goods without liability for trespass or damage. Transgold Pty Ltd may at its option keep or resell goods retaken from the buyer.
18. If the buyer sells the goods or sells items into which the goods are incorporated before payment in full to Transgold Pty Ltd, the buyer must hold the proceeds of sale or that part equal to the invoiced price of the goods in a separate account as the property of the Transgold Pty Ltd and must pay the amount to Transgold Pty Ltd on demand.
19. Despite these rights, Transgold Pty Ltd may recover the price of the goods from the buyer.
20. The risk in goods supplied passes to the buyer at the time of dispatch of the goods from Transgold Pty Ltd's premises.

### Use of Goods

21. All goods are sold for replacement purposes only and are not for use as original equipment.

### Warranties, guarantee and limitation of liability

22. Transgold Pty Ltd warrants that, for a period of twelve months from the date of delivery, if any new product designed, manufactured and sold by Transgold is found by Transgold to be defective in materials or workmanship and does not conform to Transgold's specifications for that item then Transgold will provide a suitable replacement part or credit for the part supplied provided that:

The buyer has given written notice to Transgold Pty Ltd of any alleged defect within 14 days of the occurrence or sighting using Transgold's Warranty Claim Report and where applicable the appropriate part is returned to Transgold and you have provided Transgold a reasonable opportunity to perform all appropriate tests.

23. Any claims for damages or liability in respect of defective goods are limited to the replacement of the defective item only and at the sole discretion of the company.
24. All other liability, including for physical or financial consequential loss or damage and whether arising from negligence or in any other way, is excluded.

### Failure to pay money

25. If the buyer does not pay money by the due date for payment under any agreement with Transgold Pty Ltd, Transgold Pty Ltd may elect to suspend from time to time some or all its obligations under that and any other agreement with the buyer until payment in full is received by Transgold Pty Ltd. The non-performance of obligations suspended by Transgold Pty Ltd is not a breach of the agreement.
26. If the buyer exceeds 90 days trading terms they may be referred to an agency or solicitor for collection. Any extra commissions, agent fees and legal costs will be the buyer's responsibility and will be added to the amount owing.

### Proper law

27. The agreement for sale of goods or supply of services by Transgold Pty Ltd is governed by and must be interpreted in accordance with the laws of New South Wales, Australia. The buyer unconditionally submits to the non exclusive jurisdiction of the courts of New South Wales.

**ACCEPTED BY :** \_\_\_\_\_

**NAME IN PRINT:** \_\_\_\_\_

**TITLE / POSITION:** \_\_\_\_\_

## ACCOUNT APPLICATION

I/We hereby apply to open a monthly credit account with your company up to a limit of \$  per month.

### **BUSINESS DETAILS**

ABN:

REGISTERED BUSINESS NAME:

REGISTERED OFFICE ADDRESS:

TEL.NO:  FAX NO:  MOBILE:

DELIVERY ADDRESS(IF DIFFERENT):

NAME OF CONTACT:  ACCOUNTS PAYABLE:

Are the premises (circle): 1.Owned 2.Leased 3.Rented (please circle one)

My/Our bankers are:  Branch:

Years:

I/We have been operating this business for  (years)

Principal methods of payment(circle): 1. Credit Card 2. Direct deposit 3. C.O.D 4. Cheque

The principal/partners/directors is/are:

FULL NAME:

FULL NAME:

ADDRESS:

ADDRESS:

### **TRADE REFERENCES:**

1. BUSINESS NAME & CONTACT:

ADDRESS:

TEL.NO:  FAX NO:  MOBILE:

2. BUSINESS NAME & CONTACT:

ADDRESS:

TEL.NO:  FAX NO:  MOBILE:

3. BUSINESS NAME & CONTACT:

ADDRESS:

TEL.NO:

FAX NO:

MOBILE:

I/We, being Director/s of the above Company request Transgold Pty Limited to supply goods on credit from time to time and in consideration of Transgold Pty Limited so doing I/we hereby jointly and severally guarantee to Transgold Pty Limited the due payment of all obligations and in the event of any default by the company I/we shall be deemed to become principal debtor/s to Transgold Pty Limited and Agree that this guarantee shall not in any way be affected by Transgold Pty Limited granting time or other indulgence to the company and the guarantee shall bind my/our personal representatives.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE/POSITION: \_\_\_\_\_