



Credit Application Form

Klorman Industries Pty Ltd 12 - 14 Amour St, Milperra NSW 2214
PO Box 20, Milperra NSW 2214
Ph: 02 9773 0934 F: 02 9773 0925 ABN: 85 072 597 650
www.klorman-industries.com

Trading Name

Name of Business Entity or Department

Registered Address

Postal Address:

Delivery Address

A.B.N:

Tel Num:

Fax Num:

E-mail:

DIRECTORS/PROPRIETORS DETAILS

Name

Address

Tel Num:

Fax Num:

E-mail:

Name :

Address:

Tel Num:

Fax Num:

E-mail:

PERSON RESPONSIBLE FOR PAYMENT AUTHORISATION

Name :

Title:

Tel Num:

Fax Num:

E-mail:

INDUSTRY RELATED TRADE REFERENCES (4 REQUIRED)

Name :

Tel Num:

Fax Num:

E-mail:

Name :

Tel Num:

Fax Num:

E-mail:

Name :

Tel Num:

Fax Num:

E-mail:

Name :

Tel Num:

Fax Num:

E-mail:

ACCOUNTS PAYABLE CONTACT

Name :

Tel Num:

Fax Num:

E-mail:

PURCHASING / ORDERS CONTACT

Name :

Tel Num:

Fax Num:

E-mail:

CREDIT LIMIT REQUESTED: \$

IN CONSIDERATION FOR BEING GRANTED CREDIT FACILITIES AS ABOVE WE AGREE TO COMPLY WITH THE STANDARD TRADING TERMS AND CONDITIONS OF SALE AS SET OUT IN THIS DOCUMENT

Name :

Position :

Signed :

Date :

PLEASE COMPLETE ALL PAGES & EMAIL TO orders@klorman-industries.com

OFFICE USE ONLY

COD ACCOUNT

DATE

REP

CUSTOMER
TYPE

APPROVED BY:



Trading Terms

PRICES

Unless otherwise stated, all prices quoted by [Klorman Industries](#) are net and are excluding any Taxes, Duty, Freight and Insurance. Freight and Insurance are payable by the customer. Prices published in our Price List are indicative and should only be taken as a guide. Prices must be CONFIRMED at the time of Placement of orders. The publication of a Price List does not imply acceptance of orders by [Klorman Industries](#) at listed prices.

PAYMENT TERMS

All sales are payable before delivery by bank transfer, bank deposit or credit card except for account customers with approved Credit facilities.

ACCOUNT FACILITIES

[Klorman Industries](#) reserves the right, at its own and absolute discretion:

- to extend Credit facilities to approved customers.
- to set whatever limit it deems fit on these facilities.
- to withdraw credit facilities at any time without prior notice.
- to discontinue supply to customers who's accounts are overdue or who's credit limits have been exceeded.
- to refuse to deliver goods on a C.O.D. basis

SETTLEMENT TERMS

Approved 30 day accounts are payable within the calendar month following the month of delivery. 14 day accounts are payable within 14 days from invoice date. Statements are issued within 3 working days from the end of the month. Supply of goods will be automatically discontinued on overdue accounts. Amounts outstanding after requests for payment have not been heeded will be subject to collection via legal action. The customer will be liable for all fees associated with debt collection which will be payable over and above any outstanding trade debts.

DELIVERY DATES

Delivery dates quoted by [Klorman Industries](#) are only indicative and are based on estimates derived from information available at the time. [Klorman Industries](#) cannot be held accountable for unforeseen and/or unavoidable delays outside [Klorman Industries'](#) control.

Signature.....

Name.....

Date.....

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Trading Terms

ORDERS

Phone orders should be confirmed in writing to avoid possible misunderstanding and should quote Klorman Industries product codes. Klorman Industries will not be liable for orders not placed in writing and quoting official product codes.

CHANGE WITHOUT NOTICE

Prices, Brands, Packaging and specifications of all items are subject to change without notice.

LIMITED LIABILITY

Klorman Industries shall not be liable for any direct or consequential loss arising from the breakdown or malfunction of any of its products or for any loss or damage of whatsoever kind, howsoever arising in any way connected with these products.

Klorman Industries liability will always be limited to the repair, replacement or refund of the value of the goods, at its own and absolute discretion and provided that these goods are still under warranty and that none of the warranty conditions have been breached.

RETURNED GOODS

Returned goods will not be accepted for credit or replacement, unless prior consent has been given by **Klorman Industries** and these returns have been made within 14 days from the date of receipt of the goods. All goods accepted for return are subject to a handling charge of 20% of their invoice value. Returned goods must be accompanied by suitable documentation clearly describing the customers name, address, telephone number and responsible person to contact as well as the Invoice number under which these goods were originally supplied. Returned goods must be suitably packed to ensure no damage in transit. Damaged goods will not be accepted for return.

RETENTION OF TITLE

Legal title to the goods shall remain with **Klorman Industries** until payment in full for the goods has been received by **Klorman Industries**. Until payment in full for the goods is received by **Klorman Industries** the client shall hold the goods and any goods manufactured from the goods as bailee for **Klorman Industries**. The client hereby grants **Klorman Industries** the right to enter upon any premises in the possession of occupancy of the Client for the purpose of recovering any and all goods supplied pursuant to the terms of and with respect to which title remains vested with **Klorman Industries**.

Signature.....

Name.....

Date.....

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Klorman Industries Pty Ltd ABN 85072597650

TERMS AND CONDITIONS OF SALE

1. **Definition In these terms and conditions:** "Goods" means all the products and services agreed to be supplied by Klorman Industries Pty Ltd to the Buyer under any contract, arrangement or understanding between Klorman Industries Pty Ltd and the Buyer; "Buyer" means the person to whom any quotation is made, and any person offering to contract with Klorman Industries Pty Ltd on the terms and conditions and any person who purchases Goods from Klorman Industries Pty Ltd; "Contract" means any contract for the sale or supply of Goods entered into between Klorman Industries Pty Ltd and the Buyer; "Klorman Industries Pty Ltd" means all related corporations or assigns. "Quote date" means the date of delivery as agreed between the Buyers and Klorman Industries Pty Ltd.

2. **THESE TERMS AND CONDITIONS SHALL:**

- a) Unless Klorman Industries Pty Ltd otherwise agrees in writing, be the only terms and conditions of sale to which Klorman Industries Pty Ltd agrees to supply its Goods;
- b) Supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods including, but not limited to, those related to the performance of the Goods or the results that ought to be expected from using the Goods.

3. **PPA LIABILITY**

Klorman Industries Pty Ltd's under this Agreement is limited to:

- i. The replacement of Goods or the supply of equivalent Goods;
- ii. The repair of Goods or payment of the cost of having the Goods repaired; or
- iii. The refund of the price paid by the Buyer for the Goods;
- iv. The extent of Klorman Industries Pty Ltd's product and public liability policies of insurance.

The Buyer will examine the Goods for defects and shall notify Klorman Industries Pty Ltd of any defects in writing within 14 days of delivery. If the Buyer does not notify Klorman Industries Pty Ltd within 14 days of delivery the Buyer shall be deemed to have accepted the Goods whereupon Klorman Industries Pty Ltd shall have no liability to the Buyer.

To the extent the law permits and notwithstanding any other clause of these terms and conditions, Klorman Industries Pty Ltd excludes all liability whatsoever to the Buyer arising out of or in any way connected with any consequential or indirect losses of any kind however arising and whether caused by breach of statute, breach of contract, negligence or other tort.

Consequential or indirect losses will be taken to include but not limited to:

- v. Any loss to income, profit or business;
- vi. Any loss in the nature of overhead costs; and
- vii. Any loss of reputation.

4. **DELIVERY**

Klorman Industries Pty Ltd will make all reasonable efforts to have Goods delivered to the Buyer on the date agreed between the parties as at the Quoted date, but Klorman Industries Pty Ltd shall not be liable for any failure to deliver or delay delivery for any reason.

5. **QUANTITY OF GOODS**

- a. Where the order value is less than the minimum amount of then a freight charge will apply;
- b. A fuel levy may apply to all invoices;
- c. Where the order is despatched & delivered by a third party on Klorman account, a freight charge will apply.

6. **RISK**

Unless otherwise agreed in writing, all risk in and to the Goods purchased shall pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.

Without in anyway limiting the operation of the foregoing, upon delivery of the Goods to the Buyer or his agent or to a carrier commissioned by the Buyer, the Buyer covenants and warrants to Klorman Industries Pty Ltd that, in the storage and handling of the Goods, the Buyer and his agent and carriers shall comply with all relevant environmental laws and regulations, and do comply with all necessary and/or relevant permits or licences pertaining to the storing and handling of the Goods, and the Buyer shall ensure that the Buyer and his agent and carriers are familiar with and adhere to all necessary and appropriate precautions and safety measures relating to the storing and handling of the Goods.

7. **TITLE**

- a. Title in and to the Goods shall not pass to the Buyer until payment in full for all Goods is made
- b. The Buyer acknowledges that until title in and to the Goods passes to the Buyer in accordance with this clause, the Buyer holds the Goods as trustee for Klorman Industries Pty Ltd and that a fiduciary relationship exists between the Buyer and Klorman Industries Pty Ltd in relation to Goods held in trust by the Buyer for Klorman Industries Pty Ltd.
- c. Until title in and to the Goods passes to the Buyer in accordance with this clause the Buyer shall store the Goods separately and in such a manner that they are clearly identified as the property of Klorman Industries Pty Ltd. Klorman Industries Pty Ltd shall be entitled at any time until title in and to the Goods passes to the Buyer to demand the return of the Goods and shall be entitled without notice to the Buyer and without liability to the Buyer have the right to enter any premises occupied by the Buyer in order to search for and remove the Goods.

d. The Buyer acknowledges that if it sells the Goods before title in and to the Goods has passed to the Buyer in accordance with this clause, it sells the Goods as a trustee for Klorman Industries Pty Ltd provided that such sales shall not give rise to any obligations on the part of Klorman Industries Pty Ltd and the Buyer shall hold the proceeds of sale on trust for Klorman Industries Pty Ltd in a separate account and account to Klorman Industries Pty Ltd forthwith. The Buyer will forthwith notify Klorman Industries Pty Ltd of any insolvency event being the appointment of an administrator, trustee or any liquidator.

8. PRICE

Unless otherwise agreed in writing, the price charged for the Goods shall be the price as determined by Klorman Industries Pty Ltd at the date of delivery. Any price indications or price lists are subject to alteration in accordance with the price ruling at that date.

9. FORCE MAJEURE

Deliveries may be totally or partially suspended by Klorman Industries Pty Ltd during any period which Klorman Industries Pty Ltd may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Klorman Industries Pty Ltd's reasonable control, including but not limited to strikes, lockouts, or other labour difficulty, inability to obtain any necessary materials, equipment, facilities, services, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. Klorman Industries Pty Ltd shall not incur any liability to the Buyer in respect of such suspension.

10. PAYMENT AND CREDIT

Payments for Products supplied by Klorman Industries Pty Ltd to the Customer shall become due and payable on the date of delivery or dispatch unless otherwise specified in Klorman Industries Pty Ltd invoice. Payments must be in cash or any other form acceptable to Klorman Industries Pty Ltd from the due date until payment is full is received. Any legal or other costs incurred by Klorman Industries Pty Ltd in recovering amounts owed by the Customer to Klorman Industries Pty Ltd must be paid by the Customer. Klorman Industries Pty Ltd in its absolute discretion, may refuse to proceed with any contract at any time, or refuse to extend credit, if the Customer's credit is or becomes unsatisfactory to Klorman Industries Pty Ltd. The Buyer:

- i. acknowledges that if it defaults or is late in making payments under the Contract terms, the full amount owing becomes immediately due and payable, and credit facilities may be withdrawn at any time without prior notice;
- ii. agrees to pay upon demand all costs, fees and charges incurred by Klorman Industries Pty Ltd in recovering any monies due to Klorman Industries Pty Ltd pursuant to this Application;
- iii. agrees that an account service fee of 1.5% per month may be charged on all purchases exceeding the agreed terms of trade.

These provisions are essential terms hereof.

11. CLAIMS AND RETURNS

The Customer will be deemed to have accepted the Goods unless Klorman Industries Pty Ltd receives a claim in writing as to any defects, damage, shortage, non conformity with the contract within 14 days from the date of delivery. The claim must include a copy of the carrier's receipt clearly endorsed with details of any alleged shortage or damage. Returns will not be accepted without the prior written approval of Klorman Industries Pty Ltd. Klorman Industries Pty Ltd reserves the right to reduce the credit for any return by 15% of the original invoiced price as a handling / restocking fee.

12. PALLETS

Unless otherwise agreed to in writing all pallets on which Goods are delivered remain the property of Klorman Industries Pty Ltd and must be returned to Klorman Industries Pty Ltd at the Buyers expense in good order and condition to the factory or store of Klorman Industries Pty Ltd from which they were delivered. Pallets will be deemed to be the Buyers possession until received at such factory or store. To the extent the law permits, all risks whatsoever associated with the pallets vests in the Buyer and the Buyer agrees to indemnify Klorman Industries Pty Ltd in respect of pallets that are not returned in good order and condition to Klorman Industries Pty Ltd within one month of delivery of the Goods.

13. UNIQUE ITEMS AND NON STOCK ITEMS HELD IN INVENTORY FOR THE BUYER

Where unique or non stock items are held in inventory specifically for the Buyer and the Buyer discontinues normal, regular purchasing of these items from Klorman Industries Pty Ltd, then the Buyer undertakes to buy at the current purchase price all remaining inventory of these items within 10 days of receiving notification from Klorman Industries Pty Ltd.

14. SEVERANCE

If any provisions of these Terms and Conditions or this Application to any person or circumstances is or becomes invalid, illegal or unenforceable the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these terms and conditions shall not in any way be affected or impaired

15. APPLICABLE LAW

This contract shall be deemed to have been made in the State of New South Wales, and shall be governed by the laws of New South Wales.

16. TRANSACTION TAX

Where a transaction tax, including a Goods and Service Tax "GST" and any transaction taxes that come into existence after the date of these terms and conditions, applies to any supply made under these terms and conditions, PPA may recover from the Buyer an additional amount on account of that transaction tax in accordance with clause 10.

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GUARANTEE & INDEMNITY

This personal guarantee must be completed by at least two directors / partners / owners / trustees

SUPPLIER: Klorman Industries Pty Ltd

CUSTOMER:

GUARANTOR/S:

In consideration of the Supplier agreeing at the Guarantor's request to supply from time to time goods and/or services to the Customer the Guarantor **HEREBY AGREES** with the Supplier as follows:-

(1) To guarantee and to be answerable and responsible to the Supplier for the due punctual and proper payment of all moneys that are or may hereafter become due and payable by the Customer to the Supplier for all goods and/or services as the Supplier may from time to time supply to the Customer and that I will indemnify and keep indemnified protect and save harmless the Supplier from any loss damage costs or expenses suffered by the Supplier as a result of the Customer failing to pay any moneys as aforesaid immediately the same become due and payable to the Supplier.

(2) This is a continuing Guarantee to the Supplier for all debts whatsoever and whensoever contracted by the Customer with the Receivership, Official Management, Liquidation, Bankruptcy or death of the Customer or any disclaimer by a Liquidator or Trustee of the Customer of the death of the Guarantor and the Guarantor shall not compete with the Supplier for any divided or distribution in any winding up, bankruptcy, scheme of arrangement or official management of the Dealer.

(3) The Supplier shall be at liberty without notice to the Guarantor at any time and without discharging the Guarantor from any liability hereunder to grant time or other indulgence to the Customer and to accept payment from the Customer in any form and to treat the Guarantor in all respects as though the Guarantor was jointly and severally liable with the Customer to the Supplier instead of being merely a surety.

(4) In the Guarantee words in the singular include the plural and agreement made by the Guarantor herein if more than one person shall bind each of them jointly and severally and this Guarantee shall not be affected by any want of capacity or due execution hereof by any person named herein as Guarantor.

Dated this day of.....20.....

SIGNED SEALED AND DELIVERED

By the Guarantors

Guarantor/s:
Name Position Signed

Guarantor/s:
Name Position Signed

Witness:
Name Signed