

UMD Credit Account Application

Client's Details:		<input type="checkbox"/> Individual <input type="checkbox"/> Sole trader <input type="checkbox"/> Trust <input type="checkbox"/> Company <input type="checkbox"/> Distributor			
Full or Legal Name:					
Trading Name [if different from above]:					
Physical Address:					
Billing Address:					
Email Address:					
Phone No:		Fax No:		Mobile No:	
Business Details: [please complete if you are a sole trader, trust, partnership, company or other – as specified]					
ABN:		ACN:		Date Established [current owners]	/ /
Nature of Business:					
Principal Place of Business is:		<input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged			
Directors / Manager / Owners / Trustee					
[1] Full Name:			D.O.B		
Private Address:		State:		Postcode:	
Driver Licence:		Phone No:		Mobile:	
[2] Full Name:			D.O.B		
Private Address:		State:		Postcode:	
Driver Licence:		Phone No:		Mobile:	
Account Terms:					
Account Contact Name:				Account Email Address:	
Bank Name:		BSB:		Account No:	
<input type="checkbox"/> 21 Days	<input type="checkbox"/> 30 Days	Purchase Order Required? Yes / No			



ABN 68 628 443 890

PLEASE PRINT THE FORM TO COMPLETE, MAKE SURE IT IS SIGNED & DATED.

EMAIL COMPLETED FORM TO admin@umdaustralia.com.au.

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Trade Reference:		
Name:	Address	Phone/Email

Terms and Conditions:

1. GENERAL

(a) In these terms and conditions "the Company" shall mean Universal Microfibre Distributors Pty Ltd ABN [68628443890] to which this application for credit is made and includes its successors and assigns and "the Customer" shall mean the entity which is applying for credit in the application attached or overleaf. (b) These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the Customer (whether on the Customer's order form or otherwise). The Customer acknowledges that these terms and conditions constitute the whole agreement between the parties unless otherwise agreed in writing.

2. PRICES

(a) Orders are accepted on the condition that the goods and services will be invoiced at the price ruling at the date the goods and services are despatched. Unless specified to the contrary, prices quoted are exclusive of all GST, stamp duty and like levies or taxes and are ex-works. The company may amend prices at any time without prior notice. All quotations provided by the Company are valid for period of (30) days. (b) Any variation requested by the Customer must be in writing. The Company will charge for and invoice for the requested variation as soon as the variation has been completed.

3. PAYMENT

The Customer (approved account holders only) shall make payment to the Company for all goods and services supplied within thirty (30) days from the date of statement unless otherwise agreed in writing. Non account holders will be required to pay prior to commencement of any supply/works. The Customer acknowledges that time is of the essence with regard to payment and that any breach of this term will enable the Company at its discretion to exercise all of its rights contained herein including (but without in any way limiting its rights) the right to cancel further credit and to take legal action for the recovery of all sums outstanding. A deposit as notified by the Company at the time of order is placed shall be payable by the Customer prior to supply and services commencing and such deposit is not refundable. The Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set off or counter claim which the Customer may have or alleged to have or for any other reason whatsoever. Credit card payments shall attract a 2.2% processing fee. The Company will accept visa, master or debit cards.

4. INTEREST Should payment remain outstanding beyond the Company's payment terms and at the Company's discretion as outlined in clause 3 above, the Customer agrees to pay interest on all amounts outstanding from the due date until the date of payment at a rate equal to 2% monthly above the overdraft rate being charged by the Commonwealth Bank of Australia Bank on accounts under \$100,000.00 at the time of default.

5. COSTS Should payment remain outstanding beyond the Company's payment terms and at the Company's discretion as outlined in clause 3, the Customer agrees to pay all legal costs (on a solicitor/own Customer basis) and all Mercantile Agent's fees (including any commission payable on the payment of the debt) incurred by the Company as a result of non-payment of the debt.

6. DELIVERY (a) The Customer will pay all transport costs and insurance to deliver the goods and services to the Customer's premises in the State which the Customer trades. (b) In the event that the Customer specifies a delivery date, the Company shall use its best endeavours to comply with the Customer's requests. In no circumstances will the Company be liable for any loss or damage of any kind whatsoever in the event that it is not able to comply with the Customer's request for delivery at a certain time. The Customer acknowledges and agrees that it will not make any claim against the Company for any loss or damage incurred as a result of late delivery. (c) Delivery of the goods and services to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement. (d) The Customer shall not be entitled to repudiate the agreement as a result of the failure of the Company to deliver the goods and services.

7. CLAIMS (a) It is the responsibility of the Customer to check each delivery to ensure that the delivery is complete and in good condition. The Customer will be deemed to have accepted the goods and services as being in accordance with its order and received in good condition unless it notifies the Company in writing of any claim within seven (7) days of receipt of the goods and services. (b) The Company will not accept any return of goods unless it has given prior written authorisation for the return and unless the returned goods are accepted by the Company's supplier. The Customer will be responsible for any restocking fees from the Company's supplier. All warranty claims must be returned directly to the Company. The Customer is responsible for payment of any freight or delivery costs to return any goods to the Company unless the Company agrees to pay such costs on the basis that the goods were delivered in a damaged condition.

8. WARRANTY (a) All warranties whether express or implied and whether statutory or otherwise with regard to the goods and services supplied by the Company as to quality, fitness for purpose or any other matter are hereby excluded except in so far as any such warranties are incapable of exclusion at law. (b) Where a manufacturer's warranty exists then the Customer may only rely on such warranty and shall not be entitled to withdraw or cancel the contract or sue the Company for damages or claim restitution arising



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out of any misrepresentation made to him by any servants or agents of the Company. [b] Customer must follow the products usage and managing instruction to achieve maximum results on our products.

9. INTELLECTUAL PROPERTY (a) The Company shall retain the copyright in all drawings of any products produced for the Customer unless otherwise agreed in writing. (b) If the Customer provides the Company with any specifications, designs or drawings for the production or manufacture of any item or items then the Customer hereby warrants that the use of these designs, drawing or specifications will not infringe any third party's rights and the Customer hereby indemnifies the Company against any claims demands suits or actions in relation thereto.

10. CHANGE OF OWNERSHIP

The Customer agrees to notify the Company in writing of any change of ownership of the Customer within seven (7) days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any change.

11. CANCELLATION Orders placed with the Company cannot be cancelled without the written approval of the Company. In the event that the Company accepts the cancellation of any order placed with it, it shall be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.

[1] Client Signature:		Full Name:	
Position Name:		Date:	
Witness to Client: Signature: Print full name: -----		Date:	

[2] Client Signature:		Full Name:	
Position Name:		Date:	
Witness to Client: Signature: Print full name: -----		Date:	



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UMD Signature:		Full Name:	
Position Name:		Date:	



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microfibre
distributors**

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