



PCX Pty Ltd. abn 88 002 631 370
 Unit 21, 1 Talavera Road
 North Ryde NSW 2113
 (02)9878 4444 fax: (02)9888 7088
 info@pcx.com.au

Account Application (2 pages)

REGISTERED COMPANY NAME:

TRADING NAME:

A.B.N:

ADDRESS:

PROPRIETORS/DIRECTORS 1) 2)

ACCOUNT CONTACT

PHONE: FAX: EMAIL

PURCHASING CONTACT

PHONE: FAX: EMAIL

EXPECTED MONTHLY VALUE \$

AGREED TERMS 14 DAYS FROM END OF MONTH

TRADE REFERENCES: PLEASE QUOTE REFERENCE AT TRADING LEVELS

AT LEAST EQUAL TO REQUEST:

ORGANISATION	CONTACT	PHONE
(1)
(2)
(3)

I/WE ACKNOWLEDGE THAT THE PCX TRADING TERMS ARE STRICTLY 14 DAYS FROM THE END OF MONTH UNLESS OTHER ARRANGEMENTS HAVE BEEN CONFIRMED IN WRITING BY PCX PTY LTD AND ALSO ACKNOWLEDGE THAT THE COMMENCEMENT AND CONTINUATION OF TRADING ARE OUR MATERIAL CONFIRMATION OF OUR AGREEMENT TO THE TERMS AND CONDITIONS OF TRADING WHICH IS ATTACHED TO THIS APPLICATION.

SIGNATURE PUBLIC OFFICER/COMPANY SECRETARY

NAME:

NAME: DATE:

OFFICE USE ONLY

CREDIT CHECKED BY: ACCOUNT CODE ALLOCATED

APPROVED BY: ACCOUNT OPENED BY:

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Standard Terms and Conditions of Trade

"Buyer" means a purchaser of goods from the "Seller" or person who orders goods from the Seller.

1. Orders are accepted only on and subject to these Conditions. No variation will apply with the written agreement of the Seller.
2. All prices quoted for goods in the Seller/s price lists and categories are subject to change without notice.
3. Unless the Seller expressly otherwise advises in writing or orally, the prices quoted are for goods only and do not include delivery. All costs of delivery must be borne by the Buyer unless prices quoted are stated to be including delivery.
4. The Seller reserves the right to vary delivery dates in circumstances where, in the opinion of the Seller, delays arise through causes beyond the Seller's control and beyond the Buyer agrees to accept delivery on revised delivery dates notified by the Seller as though those dates were originally agreed on and the Buyer will not claim any compensation for or arising from those delays.
5. The Buyer must not cancel any order received by the Seller without the consent in writing of the Seller first being obtained. If the Seller agrees to accept a return of goods they must be returned to the Seller at the expense of the Buyer and the Seller will credit the Buyer's account with an amount equal to ninety per centum (90%) of the invoiced price of the returned goods. If the goods are returned within 3 days from the date the Seller agrees to accept the return and if the goods are not damaged.
6. Goods ordered may be supplied ex-stock of the Seller but if the Seller is out of stock at the time required for delivery, any undelivered goods will be placed on back order and delivered when they become available.
7. Subject to Clause 9 these conditions comprise the whole agreement between the Seller and the Buyer and supersedes all prior negotiations and representations.
8. So long as the buyer owes any money to the Seller for the goods supplied then in respect of all goods supplied to the Seller:
 1. the buyer is in possession of the goods solely as bailee for the Seller and property in the goods does not pass to the Buyer.
 2. the Buyer must store the goods separately from the Buyer's own goods or those of any other person, in a manner which clearly renders them identifiable by reference to the labels and brand names affixed to them and that the buyer must not remove or otherwise tamper with those labels;
 3. the Seller, its employees or agents may (without prejudice or any of its rights) without previous notice retake and resume possession of the goods equal to the value of the amount outstanding to the Seller and may enter on the Buyer's premises for any other place where the goods may be for that purpose when any of the following events take place:
 1. (where the Buyer is a corporation) the Buyer commences to be wound up or is placed under administration or a receiver is appointed or an encumberancer takes possession of any part of its undertakings or property; or
 2. (where the Buyer is a natural person) the Buyer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor; or
 3. the Buyer parts with the possession of the goods otherwise than by way of sale to a customer in the ordinary course of the Buyer's business; or
 4. any other conditions of this Agreement are breached by the Buyer.
 4. Title in the goods supplied by the Seller to the Buyer will not pass to the Buyer until those goods are sold by the Buyer in the ordinary course of the Buyer's business or until the Buyer has paid to the Seller all moneys owed for goods supplied by the Seller to the Buyer.
 5. Subject to these terms and conditions the Buyer is authorised by the Seller to re-sell the goods supplied by the Seller on the express condition that the Buyer does so at the bailee and agent of the Seller (but the Buyer must not hold itself out as the Seller's agent) and the entire proceeds of the sale of the goods are to be held on trust for the Seller, are not to be mingled with other moneys or paid into an overdrawn bank account and must be identified at all times as the Seller's moneys.
9. Except as expressly provided to the contrary in these conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied or statutory or otherwise, relating in any way to the goods of these conditions are excluded and without limitation the Seller will not be under any liability to the Buyer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or the failure or omission on the part of the Seller to comply with its obligation under these conditions.
10. Where any Act of Parliament implies in this agreement any terms, conditions or warranties that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty is deemed to be included in this agreement. However, the liability of the Seller for any breach of such term, condition or warranty is limited when permitted by law, at the option of the Seller to any one or more of the following:
 1. replacement of the goods or supply of equivalent goods
 2. repair of the goods
 3. payment of the cost of replacing the goods or acquiring equivalent goods; or
 4. payment of the cost of having the goods repaired.
11. These conditions are governed by the laws of the state of New South Wales and the Buyer and the Seller hereby subject themselves to the exclusive jurisdiction of the courts of that State.
12. Any notice by one party to the other will be sufficiently served if served personally or if posted by pre-paid post to the party to be served at the registered office of that party or its last known place of business.
13. The Seller reserves the right to cancel or vary the credit limit (if any) set for the Buyer and may refuse to supply goods to the Buyer on credit at any time or from time to time. Even though the Seller may cancel the credit limit set for the Buyer in respect to future sales, the terms of these Conditions of Sale will continue to apply so long as any money remains owing by the Buyer to the Seller.
14. In respect to the Buyer's obligations under these terms and conditions time is of the essence
15. If payment is tended by cheque or similar form payment will not be deemed to have been made until received in cleared funds in the Seller's bank accounts.
16. If the Buyer fails to make payment to the Seller of any money when falling due and payable all moneys then owed by the Buyer to the Seller will become immediately due and payable.