

APPLICATION TO OPEN A TRADING ACCOUNT. (30 days from date of invoice)

Please complete the following form in full and return via email: accounts@hampidjan.com.au

COMPANY DETAILS

Company Name			
Trading Name			
ABN			
Postal Address			
Delivery Address			
Main Sales Contact	Name	Mob N°:	
Office Phone N°		Fax N°:	
Accounts Payable Contact		Email	
Accounts Phone N°		Fax N°:	
Type of Business	Fishing	Maritime	Retail
Requested Credit Limit	\$		

REFERENCES – BUSINESS / TRADE

Business Name		Contact Name	
Email		Fax N°:	
Business Name		Contact Name	
Email		Fax N°:	
Business Name		Contact Name	
Email		Fax N°:	

Hampidjan Australia Office Use Only

Date Returned: / /

Approved: ☐Not Approved: ☐

By:

Sign: _____

TERMS AND CONDITIONS OF TRADING

PAYMENT TERMS	<p>Terms of payment are 30 days from date of invoice.</p> <p>Failure by the customer to comply with the Company's terms of payment shall immediately entitle the Company to suspend any further orders placed and accepted by the Company until all outstanding amounts have been paid by the Customer. However, the company reserves the right thereafter not to supply the customer any further or to convert the Customer account to a cash transaction basis only.</p>
ORDER	<p>The Company reserves the right to accept in whole or in part any order placed on it or to refuse such order entirely.</p>
DELIVERY	<p>Delivery of goods shall be effected by the Company to the Customer:</p> <ul style="list-style-type: none">- Subject to availability; and- Without any liability on behalf of the Company for any delays.
RETURNS	<p>Returns will not be accepted unless prior written authorization is received and a "goods returned" number is issued by an authorized Officer in the Company. All goods must be returned within 7 days of date of delivery unless agreed to otherwise by the Company in writing and must be freight prepaid and original invoice and authorization number quoted.</p>
CLAIMS	<p>Disputed claims must be notified within 7 days of invoice date for such claims to be considered.</p>
OVERDUE ACCOUNTS	<p>Any amount overdue for payment will at the discretion of the Company bear interest at the rate of 1.5% per month from the date it becomes overdue until paid.</p>
TITLE	<p>Possession of the goods shall pass to the Customer at the time of delivery and the goods shall thereafter be at the Customer's risk.</p> <p>Notwithstanding the above, title and ownership of the goods shall pass to the customer only when the Customer has paid the Company all that is owing to the Company in respect of the goods. Until such payment is made, the Customer holds the goods as bailee for and on behalf of the Company.</p> <p>Until the goods are paid in full, the Customer shall:</p> <ul style="list-style-type: none">- keep the goods on behalf of the Company fully insured against loss, damage and destruction;- keep the goods clearly identifiable; and

- not grant any charge or mortgage over the goods or otherwise encumber the goods.

Receipt of the full amount due shall evidence the passing of the title to the Customer in and ownership of the goods to which such payment relates.

If the Customer does not indicate which invoice the customer is paying, the Customer authorizes the Company in its discretion to appropriate any moneys received against amounts then due by the Customer to the Company in respect of such goods.

If the Customer fails to pay for the goods on time or within such alternative time as may be agreed to in writing by the Company the goods are not paid for on time or if the Customer is considered bankrupt insolvent or enters into an arrangement with its creditors generally or a trustee in bankruptcy, liquidator, receiver or manager is appointed to the Customer or to any of its assets, such event shall entitle the Company to retake possession of the goods and for that purpose the Company shall be entitled to enter upon the Customer's premises.

If and to the extent to which it is not possible to otherwise identify ownership of the Company's goods which are still in the possession of the Customer, the goods will be treated as though they are sold to the Customer in the same sequence as to that which the Customer took delivery. If the quantity of any particular goods still in the possession of the Customer exceeds the quantity of those goods in respect of which payment is still outstanding, the Company shall have the right in its reasonable discretion to determine in relation to which of those goods it has ownership.

PRICE

Prices appearing in any of the Company's price lists shall not bind the Company until the order placed by the Customer has been accepted by the Company at the price stated therein or as otherwise notified by the Company to the Customer.

All prices are subject to change without notice except that prices will remain firm for orders already placed and accepted by the Company.

The Company's prices are exclusive of sales tax and any other tax (which if applicable, shall be for the Customer's account). A Customer seeking to claim an exemption from sales tax must quote its Sales Tax Number on each order placed with the Company otherwise the Company shall, as required by law, charge the Customer with the applicable sales tax in respect of such order.

Prices quoted by the Company are ex-warehouse and do not include freight and other costs associated with delivery of the goods to the Customer, which costs unless specifically agreed to otherwise between the Company and the Customer, shall be for the account of the Customer.

Any discounts, settlement allowances or other rebates must be specifically agreed to by the company to be valid and effective.

**PRECEDENCE
OF
TRADING
TERMS**

Orders will not be accepted otherwise than subject to these terms and conditions of sale. If the terms of the Customer's order are inconsistent with the terms and conditions of sale, the delivery of the goods to the Customer or the Customers agent shall constitute an offer by the Company to sell the goods to the Customer subject to these terms and conditions of sale, which offer the Customer, shall be deemed to accept by retaining the goods.

Any indulgence or extension of time shall in no way be construed as a waiver by the Company to strictly enforce its rights as set out herein.

These terms and conditions of sale shall be construed in accordance with and be governed by the laws of the State or Territory in which the Company's principle office is situated.

Except in respect of provisions implied by statute, the provisions set out herein contain the whole of the terms and conditions, express or implied, made between the Customer and the Company and no variation or inclusion of any further provisions shall be binding upon the Company unless approved by the Company in writing.

**EXTENT OF
LIABILITY**

The liability of the Company to the Customer arising here from shall not in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort shall exclude any direct or consequential loss or damage.

RECOVERY

Should it become necessary for the Company to institute legal action for the recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company on demand for all costs incurred by the Company in recovery of such amounts, including all legal cost of a solicitor and own client scale.

Authorized Signature: _____
Name in Full : _____
Position : _____
Date : _____