

TIC RA New Co Pty Ltd T/A TIC Retail Accessories

214-228 Blackshaws Road, Altona North VIC 3025 Australia

Phone: 613 93933737 Fax: 613 9392 2332

Email: hangers@ticgroup.com.au ABN: 48626801045



ACCOUNT REGISTRATION FORM

(Asian version)

If granted a trading account(s) the Applicant agrees to conduct this/these account(s) within TIC RA New Co Pty Ltd (ACN 626 801 045) (TIC) trading terms as they apply from time to time.

TRADING DETAILS:

Trading Name :(the Customer)
Trading Address :
.....Postcode / Zip :
Phone :Fax :
Email :

IF SOLE TRADER/PARTNERSHIP (Complete this Section)

Owner's Name :
Private Address :
Phone : Identification Number :

Owner's Name :
Private Address :
Phone : Identification Number :

IF A COMPANY (Complete this Section)

Company Name :

Registered Address :

.....

Phone : Business Registration Number :

DETAILS OF DIRECTORS :

Name :

Private Address :

Phone :

Name :

Private Address :

Phone :

Name :

Private Address :

Phone :

BANK DETAILS :

Bank : Branch :

Account Name :

Account Number :

BUSINESS REFERENCES :

Name :

Address :

Phone : Fax :

Monthly Spend US\$:

Name :

Address :

Phone : Fax :

Monthly Spend US\$:

PLEASE READ CAREFULLY BEFORE SIGNING

I/We the undersigned hereby request that TIC supply goods to the Customer and in consideration of TIC agreeing to do so, I/We hereby jointly and severally warrant to and covenant with TIC as follow ;

1. That all information contained herein is true and correct in every particular and that all material facts have been disclosed to TIC.
2. That payments for all goods supplied by TIC will be made strictly in accordance with the trading terms applicable from time to time.
3. The undersigned and any director or principal of the Customer have never been made bankrupt and are solvent and are able to pay their debts as they fall due and have not made any compromise or arrangement with their creditors and no application has been made or proposed to a summon meeting of their creditors or any class of them.
4. That the Customer (if a corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up and no meeting has been called or resolution has been passed or order made for such purposes and no Receiver or Receiver Manager has been appointed in respect of the Customer and the Customer has not made any compromise or arrangement with its creditors or any class of them and no application has been proposed or made to any court for an order summoning a meeting of its creditors or any class of them.
5. That the Customer hereby acknowledges receipt of TIC's Terms and Conditions of Sale, as they presently exist.

Signed for and behalf of the Customer (with company chop) by:

Signature:

Name:

Position:

Date:

Your Authorised TIC Webpage Password :

Terms and Conditions of Sale

Interpretation

1. In these conditions:

‘Seller’ means TIC RA New Co Pty Ltd “TIC” which is the seller of the goods.

‘Customer’ means the purchaser of the goods specified overleaf.

‘Goods’ means the products and, if any, services specified overleaf.

Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the *Competition and Consumer Act 2010*) and which by law cannot be excluded, restricted or modified.

General

2. These conditions (which shall only be waived in writing signed by the Seller) shall prevail over all conditions of the Customer’s order to the extent of any inconsistency.

Important note: A number of garment hangers, accessories and supporting devices are the subject of Intellectual Property Rights owned by TIC RA New Co Pty Ltd.. Any breach of these rights may be the subject of legal action.

Disclaimer: Customer has a duty of care to ensure hangers and accessories selected from the TIC range can withstand the particular transport, distribution and handling environments they will be subjected to. Please contact TIC if you require assistance with the selection of hangers or accessories.

Terms of sale

3. The Goods and all other products sold by Seller are sold on these terms and conditions.

Seller’s quotations

4. Seller’s quotations are open for acceptance and the Seller reserves the right to refuse any order or change the quotation as published on Seller’s website at any time before acceptance of an order.

Shortage

5. The Customer waives any claim for shortage of any Goods delivered if a claim in respect for short delivery has not been lodged with the Seller within twenty one (21) days from date of receipt of Goods by the Customer. The Seller reserves the right to request for relevant information from the Customer to substantiate any claim.

Delivery

6. The Seller may at its option deliver the Goods to the Customer in any number of instalments unless the Customer has explicitly refused to take delivery by instalments.

Loss or damage in transit

7. (a) For Customer arranged transport, the Seller is not responsible to the Customer or any person

claiming through the Customer for any loss or damage to Goods in transit.

- (b) The Seller will use its best endeavor to provide the Customer with such assistance as may be necessary to press claims on carriers so long as the Customer:
 - (i) has notified the Seller and the carriers in writing immediately after loss or damage is discovered on receipt of Goods; and
 - (ii) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the Goods.

Prices

- 8. (a) Unless otherwise stated all prices quoted by the Seller are net, exclusive of Goods and Services Tax (GST) and relevant tax applicable to the Customer.
- (b) Prices quoted are those ruling at the date of issue of quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of wastes, cost of materials and other charges affecting the cost of production ruling on the date is made.

Payment

- 9. The purchase price in relation to Goods is payable net. Upon receipt of payment of the price of the Goods, the Seller shall make delivery of Goods unless other terms of payment are expressly agreed between the Customer and Seller in writing.

Rights in relation to goods

- 10. The Seller reserves the following rights in relation to the Goods until all accounts owed by the Customer to the Seller are fully paid:
 - (a) ownership of the Goods;
 - (b) to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - (c) to keep or resell any Goods repossessed pursuant to (b) above.

If the Goods are resold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the Goods sold in a separate identifiable account as the beneficial property of the seller and shall pay such amount to the seller upon request. Notwithstanding the provisions above the Seller shall be entitled to maintain an action against the Customer for the purchase price and the risk of the Goods shall pass to the Customer upon delivery.

Customer's property

- 11. Any property of the Customer under the Seller's possession, custody or control is completely at the Customer's risk as regards loss or damage caused to the property or by it.

Storage

- 12. The Seller reserves the right to make a reasonable charge for storage if delivery instructions are not

provided by the Customer within fourteen days of a request by the Seller for such instructions. The parties agree that the Seller may charge for storage from the first day after the Seller requests the Customer to provide delivery instructions.

Returned goods

- 13. (a) The Seller is not under any duty to accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case.
- (b) If the Seller agrees to accept returned Goods from the Customer under paragraph (a) of this clause, the Customer must return the Goods to the Seller’s designated place at Customer cost.

Goods sold

- 14. All Goods to be supplied by the Seller to the Customer are as described on the purchase order agreed by the Seller and the Customer.

Cancellation

- 15. No order may be cancelled except with consent in writing and on terms which will indemnify the Seller against all losses.

Default

- 16. If the Customer defaults in payment of any monies due to the Seller, the Customer shall at the option of the Seller pay to the Seller interest on the monies in respect of which default in payment has been made calculated at the daily rate being the rate prescribed from time to time pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 4% together with and in addition to all costs and expenses including legal costs on a solicitor/client basis incurred by the Seller in recovering from the Customer monies due as a consequence of the default by the Customer in payment of monies on the due date for payment.

Place of contract

- 17. (a) The contract for sale of the Goods is made in the State of Victoria, Australia.
- (b) The parties submit all disputes arising between them to the courts of the State of Victoria, Australia and any court competent to hear appeals from those courts of first instance.

Signed for and behalf of the Customer (with company chop) by:

Signature:

Name:

Position:

Date: