

## TERMS AND CONDITIONS OF TRADE

### **GENERAL**

These terms and conditions apply to the sale of goods by Lako Pacific and all offers made by the Vendor in relation to the Vendor's unless varied, amended or cancelled by an officer of duly authorised representative of Vendor.

The Vendor agrees to be bound solely by the terms and conditions herein, and further agrees that any Terms and Condition of purchase that may be incorporated in any order, acceptance of quotation or any other document delivered by the Vendee, shall unless those Terms and Conditions are agreed to in writing by the Vendors authorised representative, have no legal effect. Unless otherwise specified, terms of trade are ex-warehouse.

### **TERMS**

The Vendee's completion of the Reseller Application and/or Credit Account Application shall be deemed an authority for the Vendor to check trade references and other relevant information as the Vendee has indicated on the said form. A credit account will only be considered after all relevant information has been supplied to the Vendor. An application for credit account does not necessarily mean a credit account will be granted. Payment of accounts shall be made within the terms offered by the Vendor. Where credit terms have been extended by the Vendor, the Vendor retains the right to vary or withdraw credit facilities at any time. Payment of a credit account becomes due and payable within 30 days from the date of Statement. Where a credit account is extended a fixed credit limit will be set by the Vendor. Where the account balance exceeds the limit the Vendor reserves the right to withhold the supply of goods and services without notice. If accounts are overdue they will be placed on hold until fully paid. Amounts not paid within 30 days of Statement may be charged at current bank overdraft rates on the overdue amount from the due date if payment. The Vendee shall agree to pay any debt collectors expenses incurred in attempting to recover any such overdue amounts. The Vendor must be notified in writing of any change of address and/or in ownership of the business.

### **TITLE**

Title to the equipment shall pass to the Vendee on payment in full of the invoice price and the Vendee shall hold goods as bailee pending such payment. From delivery until title passes, the Vendor shall take all reasonable precautions (including appropriate insurance cover) to protect from damage or loss however caused. If the Vendor fails to pay for goods when due or if payment is not fully received by the Vendor, the Vendor shall have the right to recover possession of the goods and/or resell equipment without prejudice of its other rights for that purpose to enter upon premises used and occupied by the Vendor.

### **PRICES**

All prices quoted verbally or written are inclusive of GST. Prices may be subject to change without written confirmation. Any errors on the invoice or in delivery must be notified to the Vendor within 7 Days of invoice. No credits for overcharges on returned stock shall be accepted outside the terms of this agreement.

### **RETURNED GOODS**

RMA stock must be returned within 7 days of an RMA number being issued. Credits will only be issued on goods where the Vendor is notified within 7 days of purchase that the goods are faulty and those goods are returned in the original condition with the supplied packaging and accessories. Refunds shall be a credit on account of applicable invoice charge. All goods being returned to the Vendor are to be sent at the Vendee's expense. Warranty goods shall be returned to the customer at the Vendor's expense via the courier of the Vendor's choice. Goods that are non-warranty or are found fault free will be returned to the customer at their expense and there will be a service fee.

### **WARRANTY**

If goods are under warranty, repair or replacement of the item shall be at the Vendor's discretion. The Vendor will not cover under warranty an item that has been mishandled, returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers, factory seals and/or warranty stickers will void warranty. The Vendor will not repair under warranty damage caused by operation outside of designed working and storage environments, power surges, fluctuations and interferences, and other peripheral devices.

1. The Law of the State in which this credit application is lodged shall apply to the terms of this application and all transactions however arising therefrom and any proceedings in respect of any cause of action arising out of the same shall at the option of the Vendor be instituted, heard and determined in a Court of competent jurisdiction in that state and such Court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.
2. I/We agree to be bound solely by the above Terms and Conditions.
3. I/We agree to jointly and severally guarantee personally the repayment of all outstanding monies owing to the Vendor as a result of any failure by the Vendee to meet its contractual obligations under this agreement as and when they fall due to the Vendor.
4. I/We authorise Lako Pacific Limited to make enquires as to credit and financial responsibility and obtain and/or give Trade References from time to time.

Director / Partner / Sole Trader: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of signatory: \_\_\_\_\_

Director / Partner: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of signatory: \_\_\_\_\_



# Lako Pacific Pty Ltd

ACN 113 790 248 ABN 55 606 759 651  
92 McEwan Road  
HEIDELBERG HEIGHTS, VIC, 3081  
Phone: +61 3 9455 7444 Fax: +61 3 9455 7400

## Reseller Application

Registered Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Trading Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web site: \_\_\_\_\_ Email \_\_\_\_\_

Nature of Business: \_\_\_\_\_ No of Years Established: \_\_\_\_\_

Lako Pacific Contact Name: \_\_\_\_\_

### Directors / Proprietors / Partners Details

Name: \_\_\_\_\_ Private Address: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

### Description of Your Business

What is your main line of business: \_\_\_\_\_

Do you have a Shop Front? \_\_\_\_\_

Who do you sell to? \_\_\_\_\_

### Trade References

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

### PLEASE NOTE:

This is NOT a Credit Application.  
All orders must be prepaid for the first 60 days before credit can be applied for.  
All orders attract a freight charge.

#### Office Use Only

Approved / Declined \_\_\_\_\_ Date: / / \_\_\_\_\_ Authorised By: \_\_\_\_\_

Customer Code: \_\_\_\_\_ Customer Category: \_\_\_\_\_ Sales Rep Code: \_\_\_\_\_