

## Fumunda Marine Credit Application for a Business Account

### BUSINESS INFORMATION

Legal Name:		ABN:	
Business Name:		Accounts payable person:	
Phone:	Fax:	E-mail:	
Registered business address:			
City:	State:	Post Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Company:	Other:
Primary business address:			
City:	State:	Post Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Website:			
Nature of Business:			
Full names and dates of birth of all directors/proprietors:			
Name of external accountant & firm:			

### TRADE REFERENCES

Company name:			
Address:			
City:	State:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account and customer number:			
Company name:			
Address:			
City:	State:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account and customer number:			
Company name:			
Address:			
City:	State:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account and customer number:			

### AGREEMENT

1. All invoices owing at month end are to be paid within 14 days if credit is approved.
2. Claims arising from invoices must be made within seven days.
3. By submitting this application, you authorise us to make inquiries into the trade references supplied.
4. Ownership of the goods supplied shall not pass until all moneys owing have been paid.
5. I/we certify that the information provided is true, correct and complete and agree to be bound by the attached terms of trade.

SIGNATURE		LIMIT		
Full Name:	Date:	Limit requested AUD \$		
Title:				
<b>SALES USE</b>	<b>CRN:</b>	<b>FINANCE USE</b>	<b>LIMIT:</b>	<b>VANTAGE:</b>
<b>CS SIGN:</b>	<b>DATE:</b>	<b>FC SIGN:</b>	<b>DATE:</b>	

## 1. Definitions

- 1.1. "We", "us" and "our" means Fumunda Pty Ltd trading as Fumunda Marine and any agent or third party appointed by us together with a Related Party as defined by the Corporations Act 2001 (C'th), to perform part or all of its obligations under these terms of trade.
- 1.2. "Customer" means the Customer and any person acting on behalf of and with the authority of the Customer.
- 1.3. "Products" means all Products supplied by us and includes all Products, goods and services and advice provided by us to the Customer and all charges for labour, insurance charges, freight costs, or any fee or charge associated with the supply of the Products by us to the Customer.
- 1.4. "Website" means <http://fumunda.com>.
- 1.5. "Corporations Act 2001 (C'th)" means the Corporations Act 2001 (Commonwealth) .

## 2. General

2.1. Any Products supplied by us whether directly or indirectly to the Customer shall be subject to these Terms of Trade unless we agree in writing to change them. If the Customer receives delivery of any Products from us, this shall comprise acceptance by the Customer of the Products, notwithstanding anything that may be stated to the contrary in the Customer's enquiries or order.

## 3. Price

- 3.1. The price for Products will be either as quoted to the Customer in writing or, if no written quote is provided, at our standard charges applying at the time. The quoted price shall remain firm until the stated quote expiry date.
- 3.2. We may withdraw any quotation before it is accepted or before the stated quote expiry date, and in any event any quotation will lapse without notice 30 days after it is given.
- 3.3. Where required by local legislation, appropriate customs and taxes will be payable by the Customer as an additional amount on all prices and charges.

## 4. Payment

- 4.1. Unless otherwise agreed in writing by us, the Customer shall pay to us the sale price (plus any custom duty or other taxes) of the products prior to the Products being delivered to the Customer.
- 4.2. In the event that we agree in writing to provide any credit account to any Customer, the Customer agrees to pay to us the amount due at the close of each month, and to be paid by the 14<sup>th</sup> day of the month following.
- 4.3. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until that payment has been cleared and the monies are in our account.
- 4.4. If full payment for the Products is not made on the due date, we may take any legal step available to us, including but not limited to:
  - 4.4.1. we may cancel or refuse delivery of the Products;
  - 4.4.2. we may charge interest on any amount that is overdue by the Customer to us on a compounding basis calculated on daily rests on the amount outstanding by the Customer to us at the rate of 15% per annum and such interest shall continue to accrue until we receive payment in full of all amounts due to us; and
  - 4.4.3. the Customer shall be responsible for all costs incurred by us in recovering such monies on an indemnity basis.
- 4.5. The Customer agrees to include notification to us at the time of making payment of any amount due to us of the invoice number(s) that each payment shall relate to. In the event that no notification is provided by the customer to us of invoice numbers that each payment relates to, we may hold such payment in abeyance until resolved to our satisfaction, and we may allocate payments received to oldest invoices, in the complete exercise of our discretion.
- 4.6. We reserve the right to refuse to accept any payment for any reason whatsoever including if we:
  - 4.6.1. consider that the payment is not in cleared funds, irrevocable, final and/or willingly paid by the Customer for the order; or
  - 4.6.2. the payment cannot be linked to an order made by the Customer due to the absence of the order number on the payment.
- 4.7. If a payment is not accepted by us:
  - 4.7.1. it is the Customer's responsibility to arrange the reversal or refund of the payment and we will not be responsible for any delay in processing such refund; and
  - 4.7.2. we will not release or deliver the Products to the Customer.
- 4.8. We may from time to time vary the Customer's credit limit with us at our discretion, in relation to further purchases of Products. If any acquisition would be in excess of the Customer's credit limit, we reserve the right to require, prior to delivery of the Products, payment in cash of the amount by which the cost exceeds the Customer's credit limit.
- 4.9. We may set off against any amount which the Customer owes to us, or any of our related parties amount owed by us, to the Customer so that our obligation to the Customer shall be to pay the net balance only.
- 4.10. If any of our related parties owe amounts to the Customer then they may set off against those amounts any amount owed by the Customer to us in respect of any Products. They will only be liable to pay the net balance owing. The Customer agrees that this provision is made for the benefit of our related parties and may be enforced directly by them in their own respective names.

## 5. Ownership

5.1. The Customer agrees that no ownership of the Products shall pass to the Customer upon delivery of Products until all amounts due by the Customer to us are paid in full by the Customer.

**5.2.** The Customer agrees to hold the Products on our behalf and as directed by us until full payment of all amounts due by the Customer to us are paid in full by the Customer.

**5.3.** The Customer irrevocably authorises us (and without limitation each of our officers, servants and agents) to enter upon any property occupied by the Customer and to take possession of the Products and remove them from the property of the Customer.

## **6. Lien**

**6.1.** All goods delivered to us, or in our possession, for repair or servicing are subject to a lien for any amount (whether due for repair or servicing costs as any other amount) owing by the Customer to us, for repairs or servicing carried out on the goods. Where we retain a lien over any of the Customer's goods and the Customer are more than three months overdue with any amounts owing, we may, without further notice, sell the goods in such a manner and such terms as we think fit, and may from sale proceeds repay the amounts owing to us for work done, and any expenses of sale.

**6.2.** In the event that we claim a lien over any Customer's goods, then the Customer agrees at the expiration of three (3) months from the date when any amount due to us was to be paid by the Customer, then we may (without further notice to the Customer) deal with the Customer's goods in any manner we deem necessary, including selling the goods on terms and conditions acceptable to us and to apply any amount received by us in reduction of any amount due by the Customer to us.

## **7. Risk and Delivery**

**7.1.** Unless otherwise agreed, the Customer shall be responsible for the cost of and arranging transportation (including all associated customs charges and taxes) of Products. If we are delivering the Products to the Customer, we will use reasonable endeavours to see that deliveries are made according to schedule, but shall not be responsible for delivery delays due to causes beyond our control.

**7.2.** Risk in respect of the goods sold shall pass to the Customer when the goods are delivered to the Customer or the Customer's carrier (irrespective of whether the Customer or we choose the carrier), or the time the Customer pay for the goods, whichever is the earlier.

**7.3.** Risk in the goods in our possession for servicing, remains with the Customer. It is the Customer's responsibility to insure the goods, even if we have arranged transportation of the goods.

**7.4.** The Customer will check the condition, and quantity, of the Products delivered and advise the deliverer of any missing or damaged Products immediately on receipt. We shall not be liable for any missing or damaged Products unless noted on the delivery receipt. The absence of written notification by the Customer on the delivery receipt shall be deemed to be delivery of the full order in good condition.

## **8. Compliance with Acts and Regulations**

**8.1.** The Customer agrees to comply with all laws and regulations when we are provided with access for any purpose, to any property occupied by the Customer.

**8.2.** We reserve the right without notice to suspend or cease any work due that we may be completing and located on any property occupied by the Customer until we are satisfied that any concerns as to safety, suitability or otherwise of the property occupied by the Customer are resolved to our satisfaction. The Customer agrees to pay us for any amounts due to us for work undertaken by us, and whether completed in part or otherwise.

## **9. Warranties**

**9.1.** The Customer agrees to expressly exclude from this Terms of Trade, all implied obligations whether arising by conduct, custom, law or statute. In particular and without limitations, we shall not be responsible for:

9.1.1. where the Customer have altered or modified the Products, miss-applied the Products, or have subjected them to any unusual or non-recommended use, servicing or handling;

9.1.2. where the Customer has attempted to repair the goods without our knowledge or consent, or not in accordance with our written procedures;

9.1.3. for loss caused by any factors beyond our control;

9.1.4. for any indirect or consequential loss of any kind;

9.1.5. where the terms of any written warranty have not been complied with, or any manufacturers' handbook provided to the Customer has not been complied with.

**9.2.** The Customer agrees that our total responsibility by this Term of Trade shall be limited to either of (which education shall be at our complete discretion):

9.2.1. replacing or repairing the defective or damaged goods; or

9.2.2. refunding the price of the defective or damaged goods or provision of service.

**9.3.** Where we elect to repair defective Products, we will use reasonable endeavours to repair the Products, as soon as practical, but will not be liable for any delay in completing the repairs.

**9.4.** Delivery to the service centre is to be at the Customer's risk. We shall reimburse the Customer for the cost of the delivery unless otherwise stated in our written warranty conditions for the Product. We shall return repaired Products to the Customer at our expense and risk.

## **10. Designs and Components provided by the Customer**

**10.1.** The Customer accepts that we are not responsible for checking any Designs and/or components provided by the Customer for use in the Customer's Product.

**10.2.** We warrant our company against any Product failure where the failure can be attributed to a design or component provided by the Customer.

**10.3.** Storage of designs and/or components owned by the Customer at our premises is at the Customer's risk.

## **11. Privacy Policy**

**11.1.** We recognise the importance of protecting the privacy of personally identifiable information collected about our Customers. For the purposes of this Privacy Statement, the word Customers includes visitors to our web sites, users of our services and purchasers of our Products.

### **11.2. Personal Information**

11.2.1. We collect personal information when we provide our services to you. Generally we will tell you why we are collecting information when we collect it and how we plan to use it or these things will be obvious when we collect the information.

11.2.2. We usually collect personal information directly from you although sometimes we may use agents or services providers to do this for us. We may also acquire lists from other sources, both from other companies and from other public documents.

### **11.3. Use of Information**

11.3.1. We usually collect personal information such as your name, address, telephone number, and in some instances, your financial details. When you are online, we collect information regarding the pages within our network which you visit and what you click on. As a general rule we do not collect sensitive information. However, if we do, it will usually be for the purposes of providing our Products and if the law requires us to, we will seek your consent to collect it. .

11.3.2. We use your information to provide our Products to you, to fulfil administrative functions associated with these Products, for example billing, to enter into contracts with you or third parties and for marketing and client relationship purposes.

11.3.3. We may share your information with other companies which are related to us, within Australia or elsewhere. We may also use your personally identifiable information to assist us in improving our Products and any of us might be in touch to let you know about Products or promotions which may interest you.

### **11.4. Use by Third Parties**

11.4.1. We may disclose your information to our service providers and contractors from time to time to help us provide and market our Products to you. We may also share your information with third parties who provide prizes for competitions. If we do this we generally require these parties to protect your information in the same way we do.

### **11.5. Use of Aggregate Data**

11.5.1. We may collect and use certain non-personal information (e.g. the identity of your internet browser, the type of operating system you use, your IP address and the domain name of your internet service provider) to optimise our Products (which may include the display of personalised content and advertising) including our Web pages for your computer.

11.5.2. We may use personally identifiable information in aggregate form to improve our Products including our web sites and make them more responsive to the needs of our Customers. This statistical compilation and analysis of information may also be used by us or provided to others as a summary report for marketing, advertising or research purposes.

### **11.6. Security**

11.6.1. We strive to ensure the security, integrity and privacy of personally identifiable information of our Customers. We use a variety of physical and electronic security measures including restricting physical access to our offices and firewalls and secure databases to keep personal information secure from misuse, loss or unauthorised use or disclosure. Unfortunately, no data transmission over the internet can be guaranteed to be totally secure.

### **11.7. Access to Personal Information**

11.7.1. You have a right to access most personal information we hold about you and if we deny access in some circumstances we will tell you why. To request access, please contact our privacy officer as set out at the end of this document.

### **11.8. Public Information**

11.8.1. Information posted on bulletin board and/or communicated in chat areas becomes public information. While we strive to protect and respect your privacy, we cannot guarantee the security of any information you disclose in a chat room or bulletin board.

11.8.2 The customer gives us authority to view their consumer and commercial credit files in assessing their application for credit.

### **11.9. Cookies**

11.9.1. Cookies are data that a Web site transfers to an individual's hard drive for record-keeping purposes. Cookies can facilitate a user's ongoing access to and use of a site. They allow us to track usage patterns and to compile data that can help us improve our content and target advertising. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookies feature. But you should note that cookies may be necessary to provide you with features such as merchandise transactions or registered services.

### **11.10. Online Links to Third Party and Co-Branded Sites**

11.10.1. We may establish relationships with business partners that allow visitors to our internet sites to link directly to sites operated by these partners. Some of these sites may be "co-branded" with our logo; however, these sites may not be operated or maintained by or on our behalf. These sites may collect personal information from you that may be shared with us. This Privacy Statement will apply to any personal information we obtain in this manner.

### **11.11. Contact point for privacy information**

11.11.1. Any questions regarding our Privacy Policy or our Terms of Trade should be addressed to [info@fumunda.com](mailto:info@fumunda.com).