



# AMI Group Standard Trading Terms and Conditions

In the event that this Application for Trading A/C is approved I hereby agree with the Supplier to abide by all the following terms and conditions:

1. To pay for all goods sold and delivered or services provided in accordance with the terms of the invoice (payment) or within such other period or time as may be notified to me from time to time by the Supplier;
2. In the event that any sequestration order is made affecting my property or I give any authority to a trustee under any Acts relating to Bankruptcy, I commit any act of bankruptcy or any petition for my winding up, or I am placed in receivership or any official manager is appointed, or I cease to trade or carry on my business in the usual manner, any amount then due by me to you shall become immediately payable or the goods returned if so desired by the supplier;
3. That I have been supplied with a copy of the conditions of sale current at the date hereof;
4. That all sales of goods are made and services are provided to me by the Supplier only upon the terms contained in the Suppliers condition of sale. Until altered conditions of sale are notified to me I agree that the current conditions of sale shall continue to apply;
5. That a certificate signed by the manager, accountant, secretary, credit manager or credit office for the time begun of the Supplier in respect of any sale or delivery or price of any goods or the provision or price of any services by the Supplier or the amount due owing or payable from time to time to the Supplier in respect of the sale of goods, the provision of services or on any account whatsoever as at the date or dates set out in such certificate shall in-all courts and at all times be prima facie evidence of the facts therein stated;
6. That I will pay to the Supplier interest in respect of any amounts as may from time to time be overdue calculated at the rate of 1.5% per month and indemnify the Supplier in respect of any taxes or stamp duties which may become payable by reason of or subsequent to any default in making payment in accordance with the terms of payment applicable from time to time.
7. That I will indemnify the Supplier against and agree to reimburse it for any expenses it may incur in recovering or attempting to recover payment from me of the amounts which may from time to time be overdue. These costs include legal court, solicitors, debt collections agency commissions and fees. I agree for the purpose of recovery proceedings commenced by the supplier that the jurisdiction shall be the appropriate court where the registered office of this AMI Group member is located.
8. That the supplier may at any time and from time to time alter its conditions of sale or the terms of payment and such altered conditions or terms shall apply in respect of all transactions taking place after notification to me of such altered conditions of sale or terms of payment;
9. That the supplier may at any time or from time to time without assigning any reason therefore refuse to extend any further credit to me and that is approval of this application does not require the supplier to extend to me any particular amount of credit.
10. That where there is more than one customer each customer shall be jointly and severally liable hereunder and in this application and all terms hereof the singular shall be read and construed as including the plural;
11. a. Ownership of the goods contained in each delivery ("the goods") shall remain with the supplier which reserves the right to dispose of the goods until payment has been received in full or until such time as I sell the goods to my customers by way of bona fide sale at full market value;
- b. I agree to the all monies trading term contained on each delivery invoice and to grant permission to the Supplier to enter any property where any product is in order to take possession and dispose of the goods and to do so with such force as necessary;
- c. until payment in full for the goods has been received by the Supplier I shall hold the goods as bailee for the seller, provided however that I may, in the ordinary course of my business, use any of the goods to make up other products or sell any of the goods to make up other products or sell any of the goods on condition that should the Supplier so require I will assign to the supplier my rights in respect of the sale price thereof;
- d. I hereby acknowledge that until payment in full for the goods has been received by the supplier I am under an obligation to the supplier to account to the seller for the proceeds of the sale of the goods sold by me in the normal course of my business.
- e. I agree that if i use or incorporate any products in any production, process or any manufacture or combine them with anything to create a finished or combined new thing/product for disposition by me, then upon such disposition prior to full payment I agree to hold such part of the proceeds thereof (and until payment is received by me, that part of any of my applicable book debt) as equals the costs of the products use and / or incorporated therein (at the prices invoiced by Supplier to me for those products) Upon Trust for the Supplier until payment in full of all monies owed.
- f. If any of the goods are on-sold I agree to place the proceeds of sale for the goods into a bank account conducted in my name and acknowledge that I will not withdraw any of those moneys until payment in full for the goods has been received by the supplier;
- g. I agree forthwith to insure the goods for their full insurable value against loss or damage by fire, theft, accident and other such risk;
- h. acceptance of any returned goods shall be at the absolute discretion of the supplier and be subject to returned goods policy in force at the time of return and restocking/handling charges applicable.
- i. I agree and accept the supplier terms of warranty and acknowledge that warranty is void unless supplier is paid in full all outstanding monies
12. To secure the punctual payment of all amounts owing by you to us, you grant us (a) a Security Interest over all PPS Property (Personal Property Securities Act); and (b) a fixed charge over all Non-PPS Property. If we determine that this Contract (or any transaction in connection with it) contains a Security Interest for the purposes of the PPSA, you acknowledge that we will be entitled to perfect such Security Interest by registration. You agree, at our request, to do all acts necessary to ensure we hold valid and Perfected Security Interest. Non-compliance by you of this clause will constitute a breach of this contract. The registration and any other costs associated with the enforcement of our rights under the PPSA (including any mortgage duty payable shall be payable by you. In this clause: "PPSA" means the Personal Property and Securities Act 2009 (Cth); "Security Interest", "Perfected" and "Register" have the meanings given to those terms in the PPSA; "PPS Property" means all present and after-acquired property in relation to which you can be a grantor of a Security Interest that is subject to the PPSA, whether or not you have title to the property, including all PPSA retention of Title Property (as defined in section 51F of the Corporations Act 2001 (Cth); and "Non-PPS Property" means all your present and after-acquired property that is not PPS Property.
13. That notwithstanding any change in my trading structure I will remain personally liable for all goods and services requested by me or my agents and the supplier shall be entitled to invoice me directly for all charges associated with the supply of good and/or services and recovery costs from time to time and until I inform the supplier of my intentions to cease having an account and finalising all amounts due to the supplier. By signing this document, you acknowledge that you have read, understood and accept the above "terms and conditions" and that all the information given on the first page of this "Application for a Trading Account" is true and correct.

Name of Signatory: _____ <small>(Full Name of Principal)</small>	On behalf of: _____ <small>(Trading Name.)</small>
Signed by: _____	Witness: _____

OR

Signed by Directors under common seal or by authority of memorandum and articles of association. <i>(Please read item 13 of the 'terms and conditions' outlined on the second page.)</i>	
Name of Signatory: _____ <small>(Full Name of Principal)</small>	On behalf of: _____ <small>(Trading Name.)</small>
Signed by: _____	Witness: _____

**INTERNAL USE ONLY. PLEASE DO NOT FILL IN.**

CREDIT ACCOUNT HAS BEEN **APPROVED / DECLINED / COD**

IF DECLINED GIVE REASON: \_\_\_\_\_

ACCOUNT AUTHORISED BY: (To be signed by department head.) \_\_\_\_\_ ACCOUNT CREDIT LIMIT: \$ .....

NAME: \_\_\_\_\_

CUSTOMER CODE (Max 8 Chars): \_\_\_\_\_

DATA ENTRY BY: \_\_\_\_/\_\_\_\_/\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DATA ENTRY DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_