



**TERMS OF TRADING AGREEMENT  
THE AGREEMENT**

1. The Customer hereby warrants that the information comprised in the First Schedule hereto is true accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the persons' signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. Jurisdiction
5. Notwithstanding any implication of law to the contrary, all contracts between the Customer and Poly Products Co Pty Limited shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of South Australia and by mutual consent to be subject to the jurisdiction of the Courts of that State.
6. Claims
7. Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a customer must be in writing and given to the Manager of Poly Products Co Pty Limited within 14 days of delivery.
8. In the event of Poly Products Co Pty Limited granting credit facilities to the Customer then the following terms apply-
  - (i) For seven (7) day accounts, all accounts are to be settled in full within seven (7) days from receipt of invoice for supply of goods / services.
  - (ii) For thirty (30) day accounts, all accounts are to be settled in full within thirty (30) days from end of month in which goods/services are purchased.
  - (iii) Initial orders require payment prior to delivery.
  - (iv) Initial orders for printed material are subject to a deposit of 50% with the balance payable prior to delivery. Costs or disbursements incurred by Poly Products Co Pty Ltd in relation to artwork and printing plates for initial orders are separately payable prior to commencement of production.
  - (v) Initial orders for non stock goods/services over \$1,000 (inclusive of GST) are subject to a deposit of 50% with the balance payable prior to delivery.
  - (vi) That should the Customer default in the payment of any monies due under this Agreement then all monies due to Poly Products Co Pty Limited shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand.
  - (vii) Any expenses, costs or disbursements incurred by Poly Products Co Pty Limited in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.
  - (viii) Poly Products Co Pty Limited shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
  - (vii) Poly Products Co Pty Limited shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as Poly Products Co Pty Limited shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained or for any other reason at the Poly Products Co Pty Limited's discretion.
9. Title and Risk
  - (i) Risk passes to Customer on delivery. All Goods shall remain the property of Poly Products Co Pty Limited until all debts due to Poly Products Co Pty Limited by the Customer are paid in full.
  - (ii) The Customer shall be bailee of Goods in its possession whose title remains with Poly Products Co Pty Limited.
  - (iii) Goods in the Customer's possession must be clearly identifiable as the property of Poly Products Co Pty Limited.
  - (iv) If Customer fails to pay any debt due to Poly Products Co Pty Limited by the date for payment, Poly Products Co Pty Limited may retake possession of Goods. All costs of such repossession of Goods by Poly Products Co Pty Limited will be payable by Customer. Such rights shall be without prejudice to the Poly Products Co Pty Limited's right to claim damages from the Customer for breach of contract.
  - (v) Customer irrevocably authorises Poly Products Co Pty Limited and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.
  - (vi) Customer shall indemnify Poly Products Co Pty Limited against any loss or expense arising from the Customer breaching this Contract.
10. These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon Poly Products Co Pty Limited by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction, or modification.
11. If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
12. In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
13. Change of ownership - Registered Particulars - The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the share-holding or directorship, notify Poly Products Co Pty Limited of the proposed change and the Customer shall notify Poly Products Co Pty Limited of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition, to Poly Products Co Pty Limited and the Customer shall be liable for any goods supplied by Poly Products Co Pty Limited after such change alteration or addition unless Poly Products Co Pty Limited shall have acknowledged by writing acceptance of the intending change, alteration or addition.
14. The Customer hereby charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon being required by Poly Products Co Pty Limited to enter into a mortgage to be prepared by Poly Products Co Pty Limited's solicitors on the terms and conditions as Poly Products Co Pty Limited's solicitor shall think fit to secure any sum due hereunder and the customer further agrees and permits and authorises Poly Products Co Pty Limited to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the Agreement.
15. PRICES - The price book indicates the list price of products and is subject to alteration without prior notice.
16. GOODS AND SERVICES TAX - GST is included in the price of all goods invoiced.
17. DELIVERY - A nominal delivery charge may apply for deliveries in the metropolitan area including deliveries to transport depots for country orders. All other deliveries are at the cost of the Customer. The Customer is responsible for any loss, damage or deterioration of the goods once they have been delivered to the location specified by the Customer or to the place of business of a carrier nominated by the Customer.
18. QUANTITY DELIVERED - Every endeavour will be made to deliver the correct quantity ordered, but owing to the difficulty of producing exact quantities, the Seller reserves the right to deliver against the quantities ordered up to ten (10) per cent more or less in the case of an order in which the quantity exceeds 2,000 and twenty (20) per cent more or less where the quantity ordered is 2,000 or less. The Seller shall not be liable to the Buyer where such variation occurs, and the variation will be charged or deducted pro rata unless otherwise stated.
19. CREDITS - Goods returned for credit will not be accepted unless they are received in their original condition and within 14 days of delivery. A 10% handling charge may be applied to all goods returned. Non-standard items or specifically ordered items are not returnable.
20. WARRANTY - Poly Products Co Pty Limited guarantees against faulty workmanship and/or materials. This warranty is limited to the replacement or the repair of the faulty goods. Warranty conditions apply.