



Change Parts PTY LTD

ABN: 99 122 205 298

COMPANY NAME: _____

TRADING NAME: _____

DELIVERY ADDRESS: _____

POSTAL ADDRESS: _____

BUSINESS PHONE: _____ EMAIL: _____

ABN: _____ A.C.N: _____

BANK, BRANCH & ACCOUNT NO: _____

DESCRIPTION OF TRADE & DATE ESTABLISHED: _____

AMOUNT OF MONTHLY CREDIT REQUIRED: \$ _____

IS USE OF AN ORDER NO. FOR PURCHASES MANDATORY? YES/NO

TRADE REFERENCE (1)	TRADE REFERENCE (2)
COMPANY NAME & ADDRESS:	COMPANY NAME & ADDRESS:
_____	_____
_____	_____
_____	_____
PH/Email: _____	PH/Email: _____

FULL NAME, ADDRESS AND PRIVATE PHONE NUMBER OF OWNER OF COMPANY: _____

ACCOUNTS CONTACT: _____

SIGNATURE OF THE ABOVE: _____

The applicant hereby agrees that Change Parts Pty. Limited may give to and seek any Credit Providers that may be names in a Credit Report issued by Credit Reporting Agency. Information about the applicants credit worthiness, credit history or credit capacity that Credit Providers are allowed to give or receive from each other under the Privacy Act. The applicant hereby certifies that he/she has read and fully understands the nature and the effect of the terms and conditions of sale. The applicant hereby further acknowledges that he/she has read a copy of our terms and conditions of sale and is authorised to make decisions and be responsible on behalf of their company.

SIGNATURE: _____ POSITION: _____
.....

INTERNAL USE DATE ACCOUNT OPENED: _____ A/C NO: _____

Head Office (Australia)

38 – 40 Melverton Drive, Hallam 3803, Victoria, Australia
Tel: +613 8786 3334 | 1300 55 1655
Email: info@changeparts.com.au
Web: www.changeparts.com.au

CHANGE PARTS PTY LTD

("the Company", "we", "our", "us", etc.)

STANDARD TERMS AND CONDITIONS OF SALE

1. **Conditions:** The acceptance of our quotation or the lodging of an order includes the acceptance of the following terms and conditions only except in so far as they are specifically modified in writing by us. The Company shall not be bound by any conditions attaching to the buyer's acceptance of a quotation unless such conditions are accepted by the company in writing. If the buyer accepts a quotation by delivery of an order form or document which stipulates or purports to impose conditions, such conditions shall not be applicable to the contract resulting from the quotation without such written acceptance.
2. **Prices:**
 - 2.1 All prices quoted are subject to acceptance by the manufacturers and unless stated to the contrary are net, unpacked ex our store. The prices of goods which are subject to goods and services tax shall be increased by the addition of the applicable tax. To the extent legally permissible, the buyer shall pay all taxes which the Company may be required to pay or collect in respect of the sale, transportation, delivery, storage, use or consumption of the goods, such taxes to be added to the purchase price.
 - 2.2 If the customer requests any variation to an order that has already been accepted by Change Parts Pty. Ltd., including but not limited to changes in the method of packaging or delivery, the Company may increase the price to account for the cost of the variation. The Company may vary the price of any goods or services by notice in writing to the Customer.
3. **Validity:** Unless previously withdrawn by us, and unless specified in the quotation, our quotation will remain open for acceptance within 30 days from the date of quotation.
4. **Payment:**
 - 4.1 Only those customers with a credit account approved by the Company will be entitled to receive goods or services prior to payment. Unless otherwise agreed in writing, payment is due in Australian currency at the head office of the Company 30 days after the date of invoice.
 - 4.2 Unless otherwise agreed in writing by the Company, the Company may withhold collection or delivery of goods or provision of services until the customer has paid for them in full.
 - 4.3 Payment is deemed to be made:
 - (a) if cash is tendered, payment if made by credit card or by EFT, on the date payment is received by the Company; or
 - (b) if a cheque or other negotiable instrument is tendered, on the date which it is cleared by the Company's bankers.
 - 4.4 The Company reserves the right to charge interest on overdue accounts, together with the actual costs (legal or otherwise) of enforcement of payment of overdue accounts. Interest shall be calculated on a daily basis at a rate equivalent to the rate charged on the company's bank overdraft + 3% and shall be paid on demand.
 - 4.5 In addition to the above terms, the customer must not exceed its approved credit limit. If a customer exceeds its approved credit limit (as notified by the Company from time to time) the Customer must pay such amount as the Company demands within 7 days of a request for payment. The Company may refuse to complete any existing orders or to accept future orders until the customer's account is below its credit limit. If the customer does not pay such amount as the Company demands, the Company may:
 - (a) immediately cease credit to the customer until the customer pays such amount and the account is below its credit limit; or
 - (b) decrease the customer's credit limit; or
 - (c) indefinitely cease providing credit to the customer.
 - 4.6 If the company shall at any time deem the credit of the buyer to be unsatisfactory it may require security for payment and may suspend performance of its obligations under the contract until the provision of sufficient security is provided. All costs and expenses incurred by the Company, as a result of such supervision and any recommencement shall be payable by the buyer upon demand.
5. **Despatch:** Despatch times quoted are deemed to be estimates only and commence from the date when we receive your written order. If the contract includes goods subject to import control, then despatch shall commence from the date when we possess the necessary authority for importation.
6. **Fitness:** The buyer must satisfy itself that the goods ordered are fit and suitable for the purpose for which they are required, and no liability whatsoever shall attach to the Company should they not be so fit and suitable, notwithstanding any advice or information that may have been provided by the Company to the buyer or any other person.
7. **No Liability:** The Company shall not (except to the extent of repair or replacement as set out in the next clause) be liable for any loss or damage (direct, indirect, consequential, economic, physical or otherwise) of any nature arising out of non-performance of the contract including (without limiting the generality of the foregoing) late or non-delivery of the goods or a price increase. The Company shall not be liable in any form for any advice or information it may provide to the buyer or any third person whether in connection with the sale of the goods or otherwise and whatever damage (direct, indirect, consequential, economic, physical or otherwise) may be caused.
8. **Warranty:**
 - 8.1 Subject to Clause 8.2, all goods carry only that warranty as extended by the third party manufacturers of such goods. The Company's liability shall be limited to the repair or replacement (at the company's option) of any goods becoming defective as a result of faulty workmanship and/or materials, within a period of six months of delivery, unless otherwise agreed.
 - 8.2 **Consumer Guarantees Act:**

Accept as provided in this clause nothing in this agreement limits any rights the buyer may have under the Consumer Guarantees Act.
 - 8.3 **Business Uses:** If the buyer has bought the goods and services from us for the purposes of a business or if the buyer holds out or represents that the goods are being acquired for the purposes of a business the buyer agrees to the following terms:
 - a) The guarantees set out in the Sale of Goods Act and the Consumer Guarantees Act will not apply and are excluded from this agreement and any sale to which this agreement applies.
 - b) The buyer may not claim any of the remedies set out in the Consumer Guarantees Act from us or from any third party manufacturer of the goods or from any manufacturer of any components or parts in the goods.
 - c) Neither we nor any third party manufacturer of the goods or any of its components will be liable to the buyer for any consequential loss or damage howsoever that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, consequential loss or damage caused by or arising from negligence (including a failure to do something which should have been done or to prevent something from happening), faulty design, and faulty material equipment or a component part in the goods. This exclusion also includes costs incurred in returning the goods to us or to any third party manufacturer. Any goods carry only that warranty as extended by the third party manufacturer of such goods.
 - d) The buyer agrees to indemnify us and any third party manufacturer of the goods in the event that any subsequent buyer of the goods claims against the buyer or us or the manufacturer under the Consumers Guarantees Act.
9. **Inspection for Damage or Shortage:** Where the Company arranges for delivery of the goods, it is the buyer's responsibility to inspect the goods on arrival and within 7 days notify the carriers and the Company of the shortage and within 14 days notify the carriers and the Company of any damage to the goods.
10. **Return of Goods:** Goods are not returnable except with the written consent of the Company.

11. **Prior Sale of Goods:** Any offer of goods is subject to the prior sale or usage of the goods from stock in hand or stock arriving.
12. **Retention of Title:**
- 12.1 Until the Company receives full payment for all goods and services supplied to the buyer by the Company, as well as all other amounts owing to the Company by the buyer:
- 12.2 The Company shall retain the ownership of the goods notwithstanding delivery of possession of the goods to the buyer may take place. The buyer must hold the goods as fiduciary bailee and agent for the Company.
- 12.3 The buyer acknowledges that oral advice has been given to the buyer that the buyer's right to undisturbed possession of the goods is subject to the right of the Company to retain sole and absolute property of and in the goods until such time as the full price of the goods is paid to the Company with a right vested in the Company to repossess or otherwise deal with the goods until paid in full and the buyer further acknowledges that a written copy of this agreement has been supplied to the buyer.
- 12.4 In addition to its rights under the PPSA, the Company's representative may without notice, enter any premises where it suspects the goods are and remove them, notwithstanding that they may have been attached to other goods not the property of the Company. For this purpose the customer irrevocably licences the Company to enter such premises and also indemnifies the Company from and against all costs, claims, demands or actions by any party arising from such action.
13. **Risk:** Notwithstanding that ownership shall not have passed until the purchase price is paid in full, risk in respect of the goods shall pass upon delivery of the goods. "All risk" insurance cover may be arranged on behalf of and to the charge of the buyer on receipt of its written instructions.
14. **Force Majeure:** The Company shall not be liable to the buyer howsoever for any defect, loss, damage or delay caused by strike, lockout, disputes, accident, damage to or breakdown of plant, government interference, war, act of war or terrorism, viral outbreaks, epidemics or pandemics, storm, tempest, fire, flood, riot, explosion, earthquake force majeure or any other cause beyond the reasonable control of the Company.
15. **Cancellation:**
- 15.1 The Company reserves the right to cancel the contract upon the occurrence of any of the following events:
- The buyer refusing to accept any of the goods ordered;
 - The buyer breaching or failing to perform (whether material or not) any of the other terms set forth herein;
 - A petition for the winding up of the buyer being presented or a resolution for winding up passed or the buyer going into liquidation or the buyer adjudicated bankrupt or committing an act of bankruptcy.
 - The buyer making an assignment for the benefit of creditors, entering into a composition, agreement or arrangement with all or some of its creditors.
- e) An extraordinary event occurring, or a material change affecting the affairs or financial condition of the buyer occurring, which event or change gives the company reasonable grounds to conclude that the buyer may not, or may be unable to, perform or observe its obligations under the contract.
- 15.2 The buyer must indemnify the Company from all losses, damages, claims, demands, costs and expenses (including without limitation all legal costs, collection agency costs and expenses) incurred by it resulting from default of the buyer or in taking action to enforce compliance with the Terms or to recover goods.
- 15.3 If at the sole discretion of the Company the cancellation of an order by the buyer is accepted a cancellation fee of 10 percent of the contract price may in addition be applied and the Company may charge storage and transportation expenses.
16. **Delivery:** Delivery shall be deemed to be made upon:
- tender of the goods to a vessel or aircraft at the port of shipment; and
 - delivery of the goods to a carrier for the purposes of transmission to a buyer in Australia.
17. **Currency Conversion:** Any currency conversion shall be calculated at the exchange rate ruling at the date when the Company is legally obliged to make payment to the manufacturer or (at the Company's option) at the date the Company invoices the buyer for the goods.
18. **Jurisdiction:** These conditions of sale and the contracts to which these relate shall be governed by Australian law and the buyer consents to the exclusive jurisdiction of the Australian courts in any and all actions and proceedings between parties, whether arising under any contract for the sale of goods or otherwise.
19. **Acknowledgements:** As variations will occur in the colour and texture of materials used in the manufacture of goods no warranty or guarantee is given by the Company that the goods will correspond in appearance with any sample, display, or goods previously sold.
20. **Intellectual Property:** The purchase of goods and/or services under these Terms does not confer on the buyer any license or assignment of any copyright, patent, design or trademark, or any other intellectual property right (whether registered, registrable or not) that subsists in the goods and/or services.
21. **General:** The Company's failure at any time to enforce any rights shall not be construed as creating a waiver or modification of these conditions of sale. Waiver of any default shall not constitute a waiver of any subsequent default. The Company's rights and remedies conferred hereby are cumulative of its other rights and remedies and the exercise by the Company of any rights or remedies hereby conferred shall be without prejudice to any other rights or remedies the Company may have. If any part of these conditions shall be invalid, illegal or unenforceable, the remainder shall not be affected thereby. All words used herein shall be construed to be of such gender and number as the circumstances admit. The buyer may not assign a quotation or any contract resulting there from or any rights relating thereto.
22. All payment claims by Change Parts Pty. Ltd. are made under the Building and Construction Industry Security of Payment Act 2002. The client agrees to abide by Change Parts' Terms and Conditions as provided unless prior arrangements are made in writing.