

Terms & Conditions of Trade



Between

Ancor Loc (SA) Pty Ltd ("**Ancor Loc SA**")

ABN: 24 123 068 459

647 Portrush Road
GLEN OSMOND SA 5064

AND

Name : ("**the Client**")

ABN:

Address:

Once completed, the original of this agreement should be returned to:

**Attention: Ancor Loc Accounts
Ancor Loc (SA) Pty Ltd
647 Portrush Road
GLEN OSMOND SA 5064**

Fax: (08) 8379 0703

E-Mail: info@ancorlocsa.com.au

DATED

DAY

MONTH

2012

Quality Assurance

Ancor Loc SA is currently undertaking *Quality Assurance System ISO-9001:2008, ISO-14001:2004, ISO-4801:2001*, and guarantees the quality of the product it provides. The successful application of Ancor Loc SA's products and systems is dependent upon correct preparation and application of all components in strict accordance with the relevant written instructions. Ancor Loc SA cannot guarantee workmanship or the correct preparation of its products and systems by third parties. Ancor Loc SA strongly recommends that its products be installed by experienced technicians who are certified under *Ancorloc Australia* accreditation and who have a good working knowledge of our products and are aware of the relevant, current product information and detailed application instructions.

General Conditions of Sale

1. These *Conditions of Sale* constitute a complete and exclusive statement of the agreement and understanding between Ancor Loc SA and the Client with respect to the subject matter hereof and override any conditions to the contrary which may be expressed in any of the Client's *Purchase Order* forms or other documents and supersede all prior arrangements between the parties either written, oral or established through a course of dealings between the parties and no usage of trade shall be relevant to supplement or explain any terms used hereto. This *Terms and Conditions of Trade* cannot be varied except in writing signed by a duly authorised officer of Ancor Loc SA.
2. The goods delivered under this Agreement shall be of normal industrial quality unless herein specifically stated to the contrary.
3. Acceptance of a Credit Account with Ancor Loc SA or acceptance of this agreement by the Client constitutes the Client's acceptance of this *Terms and Conditions of Trade* and in the absence of acknowledgement; the delivery of the goods and acceptance of such delivery by the Client shall constitute a binding contract comprised of these *Terms and Conditions*.
4. This contract shall be governed by and construed in accordance with the law in effect in South Australia and the parties hereto accept the jurisdiction of the courts in South Australia in relation to any dispute between them.
5. The price of our goods and services is subject to alteration without notice. Orders will be supplied at the price ruling at the date of delivery. Freight, handling, Stamp duty, government charges of any kind and Goods & Services Tax are all for the Client's account in addition to the quoted price. Quotes are valid for up to 30 days from date of issue or as per the quote.
6. All orders submitted by the Client must be in the form of a written purchase order or the signed agreement of the Ancor Loc SA quotation prior to any order being shipped or special ordered.
7. The Client shall inspect the goods immediately upon the arrival thereof and shall within seven (7) days therefrom give notice to Ancor Loc SA of any matter or thing by reason thereof the Client alleges that the goods are not in accordance with the specified requirement. If the Client fails to give such notice, the goods shall be deemed to be in all respects in accordance with the specified requirement and the Client shall be bound to pay for the same accordingly. No claim shall be recognised unless made in writing and received by Ancor Loc SA within seven (7) days after receipt of the goods by the Client. The total amount of any claim shall not exceed the actual invoice value of the goods claimed to be faulty.

8. Risk passes to the Client upon dispatch to the Client. The Client shall at its own expense insure the goods against storm and tempest, loss or damage by fire, accident or malicious or negligent damage or otherwise howsoever and shall keep such insurance on hand until payment for the goods had been made to Ancor Loc SA.
9. Ancor Loc SA retain ownership under the reservation of title (Rompala Clause) of all goods supplied by them until such time as the Client has paid the invoice in full.
10. The Client is responsible to ensure that all Ancor Loc SA technicians and its agents are able to work in a safe environment and that all sites comply with legislated OHS laws.
11. All goods will be dispatched by general freight or as agreed in writing dependant on availability.
12. All installation work is quoted based on normal business hours and working days. Should installation be needed outside these times penalty work rates may apply.
13. All goods are supplied based on the soil reports and information supplied by the Client. Each anchor's holding capacity will require verifications via pull out tests at Client's discretion to ensure soil conditions can support the loads. Ancor Loc SA holds no responsibility or liability for any changes in soil or land conditions that may effect the installation of its anchors.
14. Nothing in this *Terms and Conditions of Trade* is intended to exclude, restrict or modify any statutory obligation of Ancor Loc SA implied by the *Sale of Goods Act, 1895*.

Agreement

1. In relation to payment for the goods and services provided by Ancor Loc SA, should the Client require trading terms with Ancor Loc SA, the form attached at **Schedule 1** must be completed and returned. Credit terms will not be provided to clients who do not complete and return **Schedule 1** along with this executed agreement.
 - 1.1 In the event that trading terms are granted, payment for the goods and services is required to be made with fourteen (14) days from the date of the invoice.
 - 1.2 In the event that trading terms are not granted, invoices will be sent to the Client and will require payment before delivery.
2. In the absence of payment within the required time, the Client agrees to the following:
 - all outstanding invoices whether due or not will become payable on demand;
 - Interest will accrue and be payable on any overdue amount at the legislated penalty rate of 10% per annum compounded daily until clearance of payment;
 - to pay any collection or legal expenses which have or will be incurred as a result of late payment, without affecting any rights or remedies for Ancor Loc SA to recover all outstanding amounts due.
3. The payment options for the Client are as follows:
 - **Cheque** made payable to Ancor Loc (SA) Pty Ltd and sent to:
Attention: Ancor Loc Accounts
Ancor Loc (SA) Pty Ltd
PO Box 219
GLEN OSMOND SA 5064
 - **Direct Deposit**
Account name: Ancor Loc (SA) Pty Ltd
BSB: 185 300
Account number: 301961967

EXECUTED AS AN AGREEMENT

Signed, sealed and delivered on behalf of the **Client:** in the presence of:

Director/Secretary/Authorised Representative

Witness

Print name

Print name

Date / /

**SCHEDULE 1
APPLICATION FOR CREDIT TERMS**

**14 day Credit Terms
Account Application Form**



Please complete and return via fax to (08) 8379 0703
Or email to info@ancorlocsa.com.au

This form will enable you to apply for a 14 day credit account with Ancor Loc (SA) Pty Ltd. Once your account has been approved, please ensure that you submit a purchase order for all transactions.

1 Trading Information

Legal entity name _____

Trading name _____

ABN / ACN: _____

Type of legal entity - please select

Public Company / Private Company / Partnership / Sole Trader / Other _____

Type of Business _____

Date commenced _____

Business address

Address for accounts

Contact name _____

Accounts contact _____

E-mail _____

e-mail _____

Telephone _____

Telephone _____

Mobile _____

Mobile _____

Facsimile _____

Facsimile _____

If not a public company, please provide the directors/owners full names and addresses

Full name _____

Full name _____

Position / title _____

Position / title _____

Residential address _____

Residential address _____

Full name _____

Full name _____

Position / title _____

Position / title _____

Residential address _____

Residential address _____

2 Financials

Name of parent company (if applicable) _____
ABN / ACN _____
Credit limit requested (if applicable) _____

3 Trade References (please provide a minimum of three trade references)

Business Name _____ Contact name _____
Address _____ Phone number _____

Business Name _____ Contact name _____
Address _____ Phone number _____

Business Name _____ Contact name _____
Address _____ Phone number _____

4 Payment options

Cheque made payable to Ancor Loc (SA) Pty Ltd and sent to:

Attention: Ancor Loc Accounts
Ancor Loc (SA) Pty Ltd
PO Box 219
GLEN OSMOND SA 5064

Direct Deposit

Account name: Ancor Loc (SA) Pty Ltd
BSB: 185 300
Account number: 301961967

5 Terms and conditions

I / We wish to make application for a credit account with Ancor Loc (SA) Pty Ltd, in accordance with these Terms and Conditions of Trade which I / we acknowledge that I / we have read and agree to comply with. I / we also agree that payment shall be made within fourteen (14) days of the invoice date, unless otherwise agreed to in writing. I / We acknowledge that credit facilities may be withdrawn without notice on overdue accounts at the company's discretion. I / We also acknowledge that a Purchase Order will be supplied to Ancor Loc (SA) Pty Ltd for each transaction.

I / We acknowledge that I / we will be held liable and invoiced for all debt collection fees incurred on my / our behalf, and further acknowledge that such fees will be paid upon receipt of the relevant invoice.

I / We also acknowledge that Ancor Loc (SA) Pty Ltd reserves the right to amend the Terms & Conditions of Trade at its discretion.

I / We hereby authorise for, and acknowledge that, if Ancor Loc (SA) Pty Ltd considers it relevant to assess my / our application for commercial credit, I / we agree to Ancor Loc (SA) Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me / us in relation to commercial credit provided by Ancor Loc (SA) Pty Ltd. (Section 18K(1)(b) Privacy Act 1988).

I / We also agree to Ancor Loc (SA) Pty Ltd obtaining personal information about me/us from other credit providers, whose names I / we have provided for Credit Reference or that may be named in a credit report, for the purpose of assessing my / our application for commercial credit, made to the Company. (Section 18N (1) (b) Privacy Act 1988).

I / We hereby acknowledge that the person(s) signing this commercial application is an authorised representative of my / our Company and has the authority to bind me / us into a contractual agreement.

Signed _____
Name (print) _____
Position / title _____
Date _____

Signed _____
Name (print) _____
Position / title _____
Date _____