

CREDIT APPLICATION FORM

Registered Company Name: _____

ABN: _____

Type of Business: Partnership Sole Trader Incorporated

Trading Name: _____

Postal Address: _____

Delivery Address: _____

Contact: _____ Phone: _____

Email: _____

Contact (Accounts): _____ Phone (Accounts): _____

Email (Accounts): _____

Names of Directors / Partners:

1. Name: _____

Address: _____

Phone: _____

2. Name: _____

Address: _____

Phone: _____

3. Name: _____

Address: _____

Phone: _____

TRADE REFERENCES

Company Name: _____

Address: _____

Phone: _____ Email: _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

TERMS AND CONDITIONS OF SALE

1. Interpretation

‘Castella’ means the Australian company, Castella Australia ABN 59 058 051 640.

‘Customer’ means the purchaser of Goods from Castella.

‘Goods’ means all goods sold and/or delivered by Castella.

‘Order’ means a written or verbal order from the Customer to Castella.

2. Acceptance

The Customer is considered to be bound by these terms and conditions if the Customer places an Order for or accepts delivery of the Goods.

Unless otherwise agreed, the Customer accepts that the supply of Goods may be subject to availability, and if for any reason, Goods are not available, Castella shall not be liable to the Customer for any loss or damage the Customer suffers.

3. Price & Payment

Castella reserves the right to change prices without notice. All prices are in Australian dollars, and all invoices are in Australian dollars and must be settled in Australian dollars.

Where a Customer has an account with Castella, payment will be within thirty days from the end of the month in which the sale of the goods was made.

Payment may be made by cash, cheque, online banking or credit card (excluding Diners Cards).

Castella reserves the right to refer any outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection, the Customer shall be liable to pay interest and legal recovery costs associated with this.

4. Delivery of Goods and Risk

Delivery of the Goods shall be made to the Customer's nominated address. Delivery is taken to have occurred when delivered by our nominated courier to the Customer's nominated address even if the Customer is not present at the address.

If the Customer requests Castella to leave Goods at premises that are not attended, the Goods shall be left at the Customer's risk.

Castella reserves the right to deliver the Goods in whole or in separate instalments. Each instalment will be invoiced and paid in accordance with these terms and conditions.

Any failure on the part of Castella to deliver within a specified time does not entitle the Customer to cancel the order.

The Goods are entirely at the risk of the Customer upon delivery to the Customer's requested delivery address or on collection, even though title has not passed to the Customer at that time

5. Title

Legal ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full.

6. Claims

The Customer must inspect the Goods on delivery and Castella must be notified within seven (7) days of any alleged defect, shortage in quantity or failure to comply with the description or quotation. The Customer must afford Castella the opportunity to inspect the Goods within a reasonable time of delivery.

If Castella is required to replace the Goods but is unable to do so, Castella may refund the Customer any money the Buyer has paid for the Goods.

The Customer acknowledges Castella is not responsible for any defect or damage caused by:

- The Customer failing to maintain any Goods
- The Customer using the Goods for any purpose than that for which they were designed
- Normal wear and tear, or accident

It is the responsibility of the Customer to ensure that the Goods will be suitable for the application proposed.

7. General

These terms and conditions will not be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

I have read and agreed to the Terms and Conditions of Sale.

Name: _____

Signature: _____

Date: ____/____/____