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# Walters Import PTY, LTD.

Sewing & Craft supplies, Silks & Threads

ABN 85087595248

P.O. Box 122,  
449 Beaudesert Rd  
Moorooka, 4105  
Queensland  
Australia

## CREDIT APPLICATION FORM

REGISTERED TRADE NAME: .....

BUSINESS ADDRESS: .....

.....POSTCODE: .....

PHONE: .....FAX: .....EMAIL: .....

DELIVERY ADDRESS (IF DIFFERENT).....

TYPE OF BUSINESS: ..... ESTABLISHED: .....

PARTNERSHIP  SOLE TRADER  COMPANY  ABN: .....

COMPANY:.....

AND / OR

TRUST NAME:.....

### FULL NAME & ADDRESS OF DIRECTORS / PARTNERS / PROPRIETOR

NAME	ADDRESS	TELEPHONE
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1. ....

2. ....

3. ....

**TRADE REFERENCES:**

**NAME:** .....**PHONE:** .....

**NAME:** .....**PHONE:** .....

**NAME:** .....**PHONE:** .....

**I / WE AGREE TO THE TERMS AND CONDITIONS OF SALE OF GOODS AS MENTIONED  
IN THIS DOCUMENT FOR APPLICATION OF CREDIT WITH WALTERS IMPORT.**

**NAME**

**TITLE**

.....

.....

**SIGNATURE**

**DATE**

.....

...../...../.....

**NAME**

**TITLE**

.....

.....

**SIGNATURE**

**DATE**

.....

...../...../.....



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## GENERAL TERMS AND CONDITIONS OF SALE

### 1. SCOPE

ALL GOODS ARE SOLD BY WALTERS IMPORT, STRICTLY UPON THE BASIS OF THESE GENERAL TERMS AND CONDITIONS OF SALE UNLESS AMENDED IN WRITING BY WALTERS IMPORT.

### 2. PRICES & GST

PRICES LISTED BY WALTERS IMPORT ARE NET EX WAREHOUSE, PLUS GST AND SUBJECT TO ALTERATION WITHOUT NOTICE. PUBLICATION OF PRICE LISTS DOES NOT BIND WALTERS IMPORT TO SELL AT THE PRICE LISTED NOR AT ANY OTHER PRICE.

### 3. PAYMENT TERMS

ACCOUNTS ARE STRICTLY NETT 30 DAYS FROM STATEMENT DATE. OVERDUE ACCOUNTS WILL BEAR CHARGES OF 2% PER MONTH (24%P.A.).

### 4. RETENTION OF TITLE

4.1 OWNERSHIP OF THE GOODS SUPPLIED TO THE PURCHASER SHALL REMAIN WITH WALTERS IMPORT UNTIL PAYMENT HAS BEEN MADE IN FULL FOR THE GOODS AND ANY OTHER GOODS SUPPLIED BY WALTERS IMPORT TO THE PURCHASER. UNTIL PAYMENT HAS BEEN RECEIVED IN FULL BY WALTERS IMPORT, THE PURCHASER SHALL BE REQUIRED TO STORE THE GOODS IN SUCH A WAY THAT THEY ARE CLEARLY THE PROPERTY OF WALTERS IMPORT. THE PURCHASER SHALL HOLD GOODS SUPPLIED BY WALTERS IMPORT IN THE CAPACITY OF FIDUCIARY OWNER.

4.2 RISK IN ANY GOODS SUPPLIED BY WALTERS IMPORT TO THE PURCHASER SHALL PASS ON DELIVERY TO THE PURCHASER OR INTO CUSTODY ON THE PURCHASER'S BEHALF.

4.3 IN THE EVENT OF DEFAULT OF PAYMENT BY THE PURCHASER FOR WHICH HE IS LIABLE TO WALTERS IMPORT, WHEREUPON THE COMMENCEMENT OF ANY ACT OR PROCEEDING INVOLVING THE PURCHASER'S SOLVENCY, WALTERS IMPORT SHALL HAVE THE RIGHT TO RETAKE POSSESSION OF AND PERMANENTLY RETAIN, ANY UNPAID GOODS AND TO REVOKE ALL LIABILITY OF WALTERS IMPORT TO THE PURCHASER ON THE CONTRACT OF SALE AND DELIVERY OF SUCH GOODS.

4.4 WALTERS IMPORT SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THE CONTRACT AND CEASE DELIVERY IN THE EVENT OF DEFAULT BY THE PURCHASER, OR UPON ANY ACT OR PROCEEDING INVOLVING THE PURCHASER'S SOLVENCY.

4.5 DISPLAY UNITS – ALL DISPLAY UNITS SUPPLIED TO RETAILERS ON LOAN REMAIN THE PROPERTY OF WALTERS IMPORT.

### 5. DELIVERY TIME

WALTERS IMPORT WILL MAKE EVERY EFFORT TO ADHERE TO REQUIRED DELIVERY DATES. WALTERS IMPORT WILL NOT ACCEPT LIABILITY FOR ANY FAILURE TO DELIVER GOODS DUE TO ANY CAUSE BEYOND THE CONTROL OF WALTERS IMPORT.

### 6. LOSS OR DAMAGE & RISK

THE RISK OF ANY GOODS SUPPLIED BY WALTERS IMPORT AND LIABILITY FOR ANY LOSS OR DAMAGE SHALL PASS TO THE PURCHASER IMMEDIATELY UPON DELIVERY TO THE PURCHASER OR TO ANY CARRIER OR AGENT ACTING ON BEHALF OF THE PURCHASER. ANY CLAIM FOR DAMAGE OR SHORT DELIVERY MUST BE MADE IN WRITING AND ADDRESSED TO WALTERS IMPORT AND RECEIVED WITHIN SEVEN (7) WORKING DAYS OF DELIVERY OF THE GOODS.

### 7. RETURN OF GOODS

WALTERS IMPORT WILL NOT ACCEPT ANY RETURN OF GOODS FOR CREDIT WITHOUT PRIOR AUTHORIZATION AND ONLY THEN WITHIN SEVEN (7) DAYS FROM RECEIPT OF GOODS. RETURNS MUST BE ACCOMPANIED BY A COPY OF THE INVOICE OR PACKING SLIP. RESTOCKING CHARGES MAY APPLY.

### 8. SPECIAL ORDERS

WALTERS IMPORT WILL PURCHASE NON-STOCK ITEMS ON BEHALF OF REGULAR CUSTOMERS. HOWEVER, WALTERS IMPORT CANNOT ACCEPT RETURN OF THESE NON-STOCK ITEMS THAT WERE OBTAINED SPECIFICALLY AT THE PURCHASER'S REQUEST.

### 9. BACK ORDERS

GOODS WILL BE PLACED ON BACK ORDER IF THEY ARE OF SUFFICIENT VALUE AND LIKELY TO BE AVAILABLE WITHIN A REASONABLE TIME, UNLESS OTHERWISE SPECIFICALLY REQUESTED BY THE PURCHASER.

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