



Wholesale Account Application

Email or fax back to us and we will contact you as soon as possible to confirm if your account application has been successful.

"World class designs"

Business Trading Name	
ABN	
Registered Company Name (if different from above)	
Registered Company Address	
Business Postal Address (if different from above)	
Date business commenced	
Contact Accounts	
Contact Sales	
Telephone	
Fax	
Email	
Business / Trade References	
Company Name (1):	Contact:
Phone:	Email:
Company Name (2):	Contact:
Phone:	Email:
Agreement	
<p>I/We supply the information contained in this form for the sole purpose of obtaining a commercial credit account with Rigon Headwear P/L. The applicant authorises Rigon Headwear to make enquiries as to my/our credit worthiness in support of this application and subsequently in the support of future trading. If the account is granted, I/we undertake to pay all amounts invoiced to me/us within 14 days of the date on the invoice.</p>	
Applicant (1) Signed:	Applicant (2) Signed:
Print Name:	Print Name:
Sales Agent:	





RIGON HEADWEAR PTY LTD TERMS AND CONDITIONS OF TRADE

1. Goods

1.1 The Goods (including any incidental supply of Services) shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by Rigon Headwear Pty Ltd (herein after called the "Seller") to the Buyer.

2. Price and Payment

2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of the Goods supplied.

2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment will be due thirty (30) days following the date of the invoice.

2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

3. Default & Consequences of Default

3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

3.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

3.3 If the Buyer defaults in payment of overdue accounts, The Seller Reserves the right to place the Buyers account on credit hold.

4. Title

4.1 It is the intention of the Seller and agreed by the Buyer that ownership of the Goods shall not pass until:

- (a) The Buyer has paid all amounts owing for the particular Goods, and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer; and
- (c) The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Buyer owes to the Seller for the Goods, on trust for the Seller.

5. Privacy Act 1988

5.1 The Buyer agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer in relation to credit provided by the Seller.

5.2 The Buyer agrees that the Seller may exchange information about Buyer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Buyer;
- (b) To notify other credit providers of a default by the Buyer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and (d) to assess the credit worthiness of Buyer.

5.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).

5.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) Provision of Goods and/or Services;
- (b) Marketing of Goods and/or Services by the Seller, its agents or distributors in relation to the Goods and/or Services;
- (c) Analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods and/or Services;
- (d) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (e) Enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and/or Services.

5.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- (a) To obtain a consumer credit report about the Buyer; and or
- (b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

6. Returns and Credits

6.1 The Buyer agrees that the Seller must be notified of any faulty goods within 14 days of delivery.

6.2 The Seller will not accept goods returned from the Buyer without prior approval from the Seller.

6.3 The Buyer agrees to notify the Seller of all discrepancies in invoicing and delivery within 7 days of delivery.

6.4 The Buyer agrees to a 20% restocking fee on goods returned to Seller.

