



**H.M.A. FABRICS PTY. LTD.**

*Knitting, Dyeing & Stockist*

A.B.N. 91 007 205 410

2 Albert Street, Preston, Victoria 3072  
P.O. Box 78, Fairfield, Victoria 3078

Phone: (03) 9495 1660  
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**30 DAY CREDIT  
ACCOUNT APPLICATION  
TERMS AND CONDITIONS OF SALE**

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# APPLICATION FOR CREDIT ACCOUNT

- READ CAREFULLY
- USE BLOCK LETTERS
- TO FACILITATE PROMPT PROCESSING PLEASE PROVIDE ALL REQ INFORMATION

COMPANY NAME: \_\_\_\_\_ A.C.N. \_\_\_\_\_

TRADING AS: \_\_\_\_\_ A.B.N. \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_ P/C: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

BRANCH OR SUBSIDIARY OF ANOTHER COMPANY? YES/NO

IF YES, DETAILS PLEASE: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

LENGTH OF TIME IN THIS BUSINESS: \_\_\_\_\_

BANKERS: \_\_\_\_\_ BRANCH: \_\_\_\_\_

LENGTH OF TIME AT THIS BRANCH: \_\_\_\_\_

CREDIT SOUGHT: \$ \_\_\_\_\_

## GUARANTEE BY DIRECTORS OF A COMPANY

I/We the undersigned Company Director(s) in consideration of H.M.A FABRICS P/L. (ACN 007 265 410, ABN 91 007 265 410) hereinafter referred to as the Creditor, granting credit to and agreeing to supply good and /or services to

(Customer) \_\_\_\_\_ Pty. Ltd., hereinafter referred to as the Company, HEREBY JOINTLY AND SEVERALLY guarantee the Creditor payment of all debts to be paid by the Company, AND IT IS AGREED that this guarantee shall be a continuing guarantee and shall not be in any way waived or affected by any time or indulgence granted by the Creditor to the Company.

Dated:

DIRECTOR (Print Name) \_\_\_\_\_

DIRECTOR (Signature) \_\_\_\_\_

DIRECTOR (Print Name) \_\_\_\_\_

DIRECTOR (Signature) \_\_\_\_\_

DIRECTOR (Print Name) \_\_\_\_\_

DIRECTOR (Signature) \_\_\_\_\_

WITNESS (Print Name) \_\_\_\_\_

WITNESS (Signature) \_\_\_\_\_



**TERMS AND CONDITIONS OF SALE**

**1. INTERPRETATION**

Wherever stated ("company") means H.M.A FABRICS P/L and includes its servants or agents. The company unless otherwise expressly agreed to in writing shall provide no goods or services on any other terms or conditions other than those set out herein and by taking delivery of goods, the customer shall be deemed to agree to those terms and conditions which shall apply to the exclusion of all others. "Customer" shall mean the person or persons or company to whom this invoice is addressed and shall include their legal representatives, administrators, successors and/or permitted assignees.

**2. PRICE**

The price payable is the company's current price at the date of delivery plus goods and services tax. Any freight rates, import duties, exchange rate variation or other taxes, import duty levy or charge included in the price of goods are based on ruling the market rates at the date of quotation or ordering and any and all variations the rate prior to delivery shall be borne by the customer and the company may vary its price accordingly.

**3. PROPERTY AND RISKS**

- (a) Property in the goods shall pass to the customer at the time the goods are paid for by the customer in full unless otherwise agreed in writing by the company.
- (b) Until the company has received payment in full for the goods, the customer shall hold the goods and any goods into which the goods are concerted by any process as bailee for the company. The customer may deal with the goods in the ordinary course of its business and the customer shall if called upon to do so assign to the company its entitlement to the sale price obtained therefor.
- (c) All risks in respect of the goods delivered will be borne by the customer from the time the goods cease to be in the actual possession of the company or its agent.
- (d) Goods purchased from the company shall be identified or held in a manner which enables them to be readily distinguished from items purchased from other suppliers.

**4. RETURNS**

- (a) No claim shall be recognised by the company unless made within seven days from the date of delivery and prior notice in writing is given to the customer's desire to make such returns and the company confirms its acceptance of its willingness to receive such returns.
- (b) Goods must not be returned unless purchase invoice numbers are advised and returned, carriage charges are paid by the company and the customer has received prior agreement in writing from the company to return goods.
- (c) Goods accepted for return must be in the original packing or as supplied and remain in good condition.
- (d) Goods returned must not be obsolete, incomplete, damaged or otherwise imperfect
- (e) The amount of credit allowed in respect of the items returned, if any, will be subject to a service charge at the company's rate currently in effect unless the agreement specifically states otherwise.
- (f) Goods cannot be rejected by the customer unless damaged, defective or incorrectly supplied. Goods specially produced or produced to the customer's order cannot be rejected as being unsuitable because they are no longer required by the customer.
- (g) No responsibility is accepted by the company for goods lost or damaged in transit during return to the company.

**5. DELIVERY**

- (a) If a delivery date is specified in writing the company will endeavour to deliver within the time so specified but in no circumstances will the company be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in its failure of delivery as same are estimates based on present production commitments, availability of materials, labour transport and other contingencies.
- (b) Delivery or completion estimates should be checked on placement of the order. Such times are to be treated merely as estimates not involving an absolute obligation unless the company has expressly confirmed its agreement in writing and any such contract shall be subject to the company not being delayed by instructions, or lack of instructions from a customer or by industrial dispute, or by any cause whatsoever beyond its reasonable control.
- (c) Where a specific carrier or transport is requested for the delivery of goods, all charges and costs and liability shall be borne by the customer.

**6. CUSTOMER CLAIMS, COMPLAINTS AND DISPUTES SETTLEMENTS**

No claim for any shortage in quality, colour, weight or length will be considered unless the carrier's delivery docket is endorsed with full particulars of the alleged damage or shortage and notice in writing is given to the company and the carrier within seven days from the date of receipt of the consignment. The customer shall be responsible for filing and negotiating any claims against the carrier. Customer's complaints or grievances will be given respectful sympathetic consideration in the event, however, any dispute or difference arising between the customer and the company in connection with the sale which cannot be settled by direct negotiation, same shall be referred to arbitration in the State of Victoria of a person to be mutually agreed upon or failing agreement, of some person nominated by the Melbourne Chamber of Commerce. The submission shall be deemed to be a submission to arbitration within the meaning of the Commercial Arbitration Act 1984 (Victoria) or any statutory modification or re-enactment thereof.

- (a) Customer has responsibility to inspect or test goods on arrival since claims for fabrics or goods which are cut or used in manufacture will not be accepted.
- (b) Where goods supplied by H.M.A FABRICS P/L proved to reasonable satisfaction of the company to be defective through faulty materials or workmanship and where such goods are returned to the company within seven days of receipt thereof by customer H.M.A FABRICS P/L will at its option either repair or replace same or credit customer with purchase price.
- (c) In no environment liability of H.M.A FABRICS P/L exceed the price of goods and/or services supplied by H.M.A FABRICS P/L.

**7. JURISDICTION**

The proper law arising between the company and the customer shall be the law of the State of Victoria and the parties hereby agree to submit to the jurisdiction of the Courts in that State.

**8. WARRANTS AND DISCLAIMERS**

- (a) These conditions, warrants and disclaimers are subject to the rights and remedies in respect of the goods to which the customer has under the Trade Practices Act and any other Commonwealth State and Territory laws shall apply to the extent not otherwise expressly excluded by such legislation, save that all warranties and conditions other than those referred to herein whether express or implied and whether statutory or otherwise as to goods and/or services supplied by the company and as to quality, fitness or suitability for any purpose are hereby excluded except to the extent of any non-excludable warranty, condition or liability of the company provided for by the Trade Practices Act 1974 or any other relevant and applicable State and/or Federal legislation and in no event shall liability of the company exceed the price of goods and/or services supplied by the company.
- (b) The Customer acknowledges that it is not the Company's practice to recommend that goods are suitable for a particular purpose or use and the customer acknowledges that it does not rely and that it is not reasonable for it to rely on the particular judgement of the company and that in choosing the goods the customer relies entirely on its own knowledge.

**9. PAYMENT AND DEFAULT**

The customer's credit facilities shall remain in the name as stated by the customer on the company's application for credit facilities until the company is notified in writing and consent is given in writing by the company. The customer shall notify the company as soon as practicable should there be any change in the legal entity, structure or management or control of the customer's business. Payment is to be made at the address specified on the company's invoice/statement by the end of the month following the month in which the goods are invoiced. The customer shall not be entitled on any grounds whatsoever either wholly or in part to withhold payment when it becomes due. Default payment shall entitle the company to suspend deliveries or cancel undelivered portions of the order and take proceedings for the collection of outstanding amounts without prejudice to any subsequent claim the company may enter for non-fulfilment of the Terms and Conditions of Sale. All overdue accounts will accrue interest at the rate of 24% calculated daily as from the due date for payment and all account recovery fees including administrative costs of the company legal costs and interest will become due and payable by the applicant.

**10. CHARGE**

The customer hereby charges all real property registered to it with the due payment to the company of all moneys that are or may be come payable to the company under this contract or otherwise arising out of this contract.

**11. FABRICS UNDER SECURITY**

- (a) Where imported fabrics supplied by the company have been entered under by law security at concessional rates of duty specifying a particular end use, the customer undertakes to use the fabric strictly in accordance with the specified end use restrictions indicated on the relevant notice of those goods.
- (b) In consideration for the company agreeing to supply the customer with fabric and/or goods at a concessional duty rate under security the customer agrees that it will use the fabric and/or goods under security strictly in accordance with the specified use restriction stamp on the invoice for those materials and/or goods as defined by the Customs Laws and By-laws for the Commonwealth of Australia. Furthermore the customer will not use or re-sell the fabric and/or goods for a non specified end use without first obtaining the companies written consent and if required paying any additional price applicable and any import duty, tariff or import applicable and the Customer will keep adequate records in such a manner as to satisfy the Collector of Customs that the fabric has been used in accordance with the appropriate security restrictions and make these records available on demand to the Company and/or the Collector of Customs. The Customer shall pay the Company immediately upon demand of any duty and charges and fines which the Collector of Customs may demand from the Company and/or the Customer and the Company's costs arising from same as a result of the Customer's failure to satisfy its obligations herein and the Customer shall forever indemnify the company against any claims, actions, import, fines or costs incurred by the Company as a result of any breach by the Customer of this condition.

**12. PRIVACY ACT 1988**

Please read the following carefully

- 1. H.M.A FABRICS P/L (A.C.N. 056 098 312) hereinafter referred as the CREDIT PROVIDER
- 2. The Applicants hereby acknowledge that they have been informed by the CRE4DIT PROVIDER/S that personal information about them may be disclosed to or acquired from a credit reporting agency.
- 3. The Applicant/s hereby acknowledges that they have been informed that personal information about them may be disclosed by the CREDIT PROVIDER/S to a credit reporting agency.
- 4. The Applicant/s hereby agrees that the CREDIT PROVIDER/S may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
- 5. The Applicant/s hereby agree to the CREDIT PROVIDER/S receiving from any other credit provider or providing to any credit provider any credit information whether by way of report, record or otherwise relating to credit worthiness for the purpose of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
- 6. The Applicant/s hereby agrees to the CREDIT PROVIDER/S obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the CREDIT PROVIDER/S obtaining such reports from time to time for the purpose of assessing credit worthiness during the term of this agreement or revision.
- 7. The Applicant/s hereby agrees to the CREDIT PROVIDER/S obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
- 8. The Applicant/s hereby agrees that in the event of default of payment of my debts that the CREDIT PROVIDER/S may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding

I/We the undersigned having authority to make this declaration hereby acknowledge and agree to the terms and conditions as above

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_  
SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_