

LEGAL ENTITY FULL NAME: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

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

POSTAL ADDRESS: \_\_\_\_\_

PH: \_\_\_\_\_ BUSINESS TYPE: \_\_\_\_\_

YEAR ESTABLISHED: \_\_\_\_\_ BUSINESS HOURS FOR DELIVERIES: \_\_\_\_\_

PUBLIC CO  PTY CO  PARTNERSHIP  PROPRIETORSHIP  ABN: \_\_\_\_\_

BANK: \_\_\_\_\_ BRANCH: \_\_\_\_\_ NO. OF STAFF: \_\_\_\_\_

OWN PREMISES  RENTED PREMISES  FORKLIFT ON SITE: YES  NO

DIRECTORS/ PARTNERS/PROPRIETOR:

NAME:	ADDRESS:
_____	_____
_____	_____
_____	_____

TRADE REFERENCES:

NAME:	ADDRESS:	PHONE:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

PREFERED CARRIERS DEPOT FOR OUTER METRO ZONE CUSTOMERS:- \_\_\_\_\_

**MAIN SALES CONTACT**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

**MAIN ACCOUNTS CONTACT**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

TERMS OF PAYMENT ARE NET 30 DAYS FROM END OF MONTH OF DELIVERY.

**AUTHORITY TO OBTAIN & EXCHANGE CREDIT INFORMATION**

In accordance with the Privacy Act 1988 & the Privacy Amendment Act 1990, your authority is required so that we may verify the information you have provided in your Credit Application from the named references & to seek from them and any other credit reporting agency, any relevant information regarding your credit arrangements. Your signature below will grant us that authority & acknowledge your acceptance of our general conditions of supply as on the back of this form.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



FULL NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SALES REP: \_\_\_\_\_

SIGNED / DATE: \_\_\_\_\_

**GENERAL CONDITIONS OF SUPPLY**  
**HAPA PTY LTD T/AS SUNRISE HARDWARE & GARDEN PRODUCTS**

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**QUOTATIONS.**

1. Unless otherwise indicated on the face of Sunrise's Quotation Form all tenders or Quotations will be valid for a period of thirty days from the date of issue. After the end of the period of validity acceptance of any order placed is subject to written confirmation by Sunrise and in such cases the Quotation or Tender shall not constitute an offer capable of acceptance.

**PRICE:**

2.1 All prices (unless otherwise stated) do not include freight, sales tax, insurance or packing charges.

2.2 Sunrise reserves the right to vary the price of any imported goods or goods containing imported components proportionately according to alterations in the rates of customs duty (including primage) lawfully applicable at the time of importation.

2.3 The quoted price is based on the cost of production, manufacture and supply of the goods at the date of quotation including the cost of materials and goods used in the production and manufacture thereof and labour, and Sunrise reserves the right to increase the quoted price if such cost should increase after the date of quotation.

**DELIVERY AND PASSING OF TITLE:**

3.1 Unless specifically indicated otherwise in writing, the risk of the goods passes to the buyer on the goods being placed on transport not withstanding that Sunrise may have arranged transport for the buyer's benefit and the price for the goods then becomes due and payable and Sunrise may sue for its recovery after the expiry of thirty days from the date of invoice for the goods or after the expiry of such longer credit period allowed in writing by Sunrise to the buyer.

3.2 Property in any goods to be delivered by Sunrise to the buyer shall pass at such time as the buyer has paid to Sunrise all monies that are due to Sunrise for those goods and the buyer shall hold such goods as a bailee and fiduciary and shall account to Sunrise if required for the proceeds of individual sales of such goods but that the buyer shall be entitled to sell those goods to a third party without the consent of Sunrise during the course of ordinary business of the buyer. The buyer shall keep Sunrise's goods separately stored so that they may be easily identified. The buyer undertakes to keep separate records of Sunrise's goods and agrees that if Sunrise's goods are mixed with other goods or attached to other goods then those composite goods shall be deemed to be Sunrise's goods hereunder until the price has been paid or the buyer sells those goods by way of bona fide sale and that the buyer shall deal with goods as the agent and fiduciary of Sunrise and Sunrise shall not be said to have a charge over the composite goods for the price. The buyer further authorises Sunrise by its servants or agents to enter upon the buyers premises and seize such goods or composite goods without any previous demand or notice being made and to resell such goods or composite goods and recover the price from the proceeds of such sale and reimburse to the buyer any credit balance.

3.3 Sunrise reserves the right to deliver by instalments each instalment being deemed to be sold under a separate contract subject to these conditions. The failure of any delivery shall not vitiate the contract with respect to other deliveries.

3.4 Sunrise reserves the right in all cases to supply 10% more or less than the quantity ordered and to charge, deduct or claim are requisite adjustments in the contract price.

3.5 Sunrise does not warrant the time of delivery and the contract shall not be liable to be cancelled because of lateness of delivery and Sunrise shall in no case be liable for loss or damage (including consequential damage) arising out of the lateness of delivery or non-delivery.

3.6 Sunrise shall not be responsible for any delay, delivery loss or damage caused by arising from inability of any supplier from whatever cause to supply, strikes, industrial unrest., cessation of labour, transportation causes, shortened hours of labour, accidents, riot, war, civil disturbances, acts of God and any other cause or contingency beyond the control of Sunrise whether "ejusdem generis" with the preceding causes or not.

3.7 If Sunrise is hindered or frustrated in the completion of the contract by any of the causes or events set out in 3.6 above. then Sunrise may at its option, either

(a) Suspend delivery on the contract until the said cause or event remits.  
Or

(b) Cancel the contract without any further liability arising on Sunrise's part, although the buyer shall pay for any instalments and individual items partially or wholly manufactured and in addition shall pay all costs, charges and expenses incurred and monies paid by the company irrespective of the contract.

**WARRANTIES AND CONDITIONS:**

4.1 No conditions, warranties or fundamental terms expressed or implied by law and no representations or statements either oral or in writing are binding on Sunrise unless set out in this document or incorporated in writing and specifically authorised by Sunrise.

4.2 Sunrise negates any implied condition and gives no warranty that the goods will be fit for the use by the buyer for a particular purpose unless the particular purpose and the terms of the warranty or condition are assented to in writing by Sunrise. The description of the goods subject to the contract is for identification only and the use of such description shall not constitute any contract based hereon a sale by description. The buyer relies on his own judgment.

4.3 The buyer warrants that in the supply of any goods by Sunrise to the buyer's specific order. Sunrise will not be infringing any letters patent, trademarks, or designs and shall indemnify Sunrise against any claim which may be made against Sunrise by any third party in respect thereof.

**REJECTION OF GOODS AND RETURN:**

5.1 If the buyer considers that the goods are not in accordance with the contract, the buyer shall give written notice together with reasons to Sunrise within seven (7) days of the delivery of the goods onto transport and unless such notice is given, the goods shall be deemed to comply with the contract in all respects. In no case shall any claim for damage or loss be greater than the stated invoice value: such claim shall not include any amount for consequential loss.

5.2 A certificate of AMDEL Ltd. (Australian Mineral Development Laboratory) or an equivalent testing or research laboratory or university as to the compliance of any goods with any specification or sample will be prima facie evidence thereof.

5.3 Sunrise shall not accept goods returned except where the terms of returns have been agreed by Sunrise prior to the return and such returns are in all things of the cost and at the risk of the buyer.

**DEFAULT BY BUYER:**

6. If the buyer should default in payment or should become bankrupt or being a company shall go into liquidation except for the purpose of amalgamation or reconstruction Sunrise reserves the right to immediately withdraw the quotation or terminate the contract in all or part without any liability on its part.

**CANCELLATION OF ORDERS:**

7.1 In addition Sunrise's right to recover from the buyer all loss or damage occasioned by a cancellation (in whole or part) of any order, the buyer shall be liable for any instalments and individual items partially or wholly manufactured, materials on hand and unabsorbed tooling and die costs for which Sunrise may become liable.

7.2 Where the buyer has given to Sunrise estimates of its projected requirements the buyer shall be deemed to have authorised Sunrise to place orders for manufacture as are reasonably necessary to enable Sunrise to meet the buyer's projected requirements. The costs and expenses of each order will be payable by the customer on cancellation of any order, or if the customer does not issue firm orders within the time as stated in its projected requirements at the expiry of such time. In the case of any deferment of order the buyer shall also pay to Sunrise all holding charges, costs and expenses arising from Sunrise having on hand the material, for the period of deferment.

**APPLICATION OF CONDITIONS:**

8.1 Contracts and orders are accepted only upon and subject to Sunrise's conditions of contract as herein printed which are to have full force and effect as if incorporated into the buyer's order. Unless expressly accepted in writing any qualification of these conditions in a buyer's order form is to be deemed inapplicable.

8.2 The attention of the customer is drawn to those provisions of the Trade Practices Act 1974 and certain Consumer Protection Legislation of the States and Territories of Australia under which additional conditions may in certain circumstances be implied into these conditions. Any exclusions of Sunrises' liability contained in these conditions shall not be read so as to extend Sunrise's liabilities under any warranty or condition, which by stature is not capable of being excluded by Sunrise or which the company is competent to exclude. The buyer agrees that if any part of these conditions are void or of no effect then the remaining conditions are severable from those such conditions which remaining conditions shall continue to have full force and effect.

8.3 The law of this contract shall be that of the State of South Australia and the buyer agrees to submit to the jurisdiction of the Courts of that State.