

Stainless Steel Specialists

Company / Business Information:

Company / Business Name: _____ ACN / ABN: _____

Business Structure: Company Partnership Trust *(Please tick one)*Trading As: *(If applicable)* _____ Years Trading: _____

Postal Address: _____

_____ State: _____ Postcode: _____

Delivery Address: _____

(if different from above)

_____ State: _____ Postcode: _____

Telephone: _____ Fax: _____ Email: _____

Nature of Business: _____ Number of Employees: _____

Purchasing Information:**Purchasing Officer:**

Surname: _____ Given Name: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Do you want to be added to our Email List? **Yes / No**

This will allow us to keep you up to date with the latest news and specials from ProRig Hardware.

To register for an online account simply go to www.prorig.com.au/register and fill out your details.**Accounts Payable:****Accounts Contact:**

Surname: _____ Given Name: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Invoices are delivered electronically: (Please specify the email address for these documents to be sent to)

Email: _____

Do you quote a Purchase Order No? **Yes / No**

Unpriced packing slips are sent with your goods and priced invoices are emailed on dispatch.

Please indicate your MAXIMUM anticipated monthly credit limit required from ProRig Hardware: \$

ProRig Hardware Pty Ltd

ABN: 19 164 444 884

Unit 2 / 99 West Burleigh Road,

Burleigh Heads, Queensland 4220

p 1800 776 744**f** 1800 776 745**w** prorig.com.au**p** +617 5535 6333**f** +617 5535 6366**e** info@prorig.com.au

Stainless Steel Specialists

Management / Sales Contact 1:

Surname: _____ Given Name: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Do you want to be added to our Email List? **Yes / No**

This will allow us to keep you up to date with the latest news and specials from ProRig Hardware.

To register for an online account simply go to www.prorig.com.au/register and fill out your details.**Management / Sales Contact 2:**

Surname: _____ Given Name: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Do you want to be added to our Email List? **Yes / No**

This will allow us to keep you up to date with the latest news and specials from ProRig Hardware.

To register for an online account simply go to www.prorig.com.au/register and fill out your details.**Management / Sales Contact 3:**

Surname: _____ Given Name: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Do you want to be added to our Email List? **Yes / No**

This will allow us to keep you up to date with the latest news and specials from ProRig Hardware.

To register for an online account simply go to www.prorig.com.au/register and fill out your details.**Directors / Partners / Trustees / Sole Traders Information:**

Surname: _____ Given Name/s: _____

Residential Address: _____

_____ State: _____ Postcode: _____

Telephone: _____ Fax: _____ Email: _____

ProRig Hardware Pty Ltd

ABN: 19 164 444 884

Unit 2 / 99 West Burleigh Road,

Burleigh Heads, Queensland 4220

p 1800 776 744**f** 1800 776 745**w** prorig.com.au**p** +617 5535 6333**f** +617 5535 6366**e** info@prorig.com.au

Stainless Steel Specialists

Directors / Partners / Trustees / Sole Traders Information Continued...

Surname: _____ Given Name/s: _____

Residential Address: _____

_____ State: _____ Postcode: _____

Telephone: _____ Fax: _____ Email: _____

Surname: _____ Given Name/s: _____

Residential Address: _____

_____ State: _____ Postcode: _____

Telephone: _____ Fax: _____ Email: _____

Trade References:

Company:	Email:
1.	
2.	
3.	
4.	

I/We: _____ Position: _____
(Name of authorised person) (Title)

On Behalf of the above Company/Business, I/We agree to maintain a strict 30 day account and agree to the trading terms and conditions as laid out on overleaf/on the next page.

Signed: _____ Date: _____

Please Note: Credit applications can take 7-10 working days to process depending on trade references provided. In the event we are not able to obtain sufficient credit details through the trade reference procedure we may request additional information.

Stainless Steel Specialists

1. General:

"ProRig Hardware" and "seller" means ProRig Hardware Pty Ltd. ABN: 19 164 444 884

"Purchaser" means the person or company placing an order with the seller for the purchase of goods/services.

The "goods/services" means the goods/services supplied by the seller to the buyer.

2. Terms:

Strictly NET 30 DAYS from invoice date as per credit application agreement

3. Quotations:

- All quotations are subject to withdrawal at any time prior to acceptance of the order by ProRig Hardware. ProRig Hardware also reserves the right to amend the price of the undelivered portion at any time.
- All quotations are valid for a maximum period of thirty (30) days from the date of the quotation unless express notice is otherwise given by ProRig Hardware.

4. Prices:

- The prices and information as listed or referred to in our price lists are recommended only and there is no obligation to comply with these recommendations.
- The prices charged and payable shall be the prices ruling at the date the goods / services are delivered to the purchaser. Prices are subject to alteration without notice.
- Special prices on bulk items are available on request and will be at the sole discretion of ProRig Hardware.
- ProRig Hardware reserves the right to refuse large quantity orders which may affect supply to the market.

5. GST:

Prices are exclusive of Goods and Services Tax (GST). Customers are liable to pay GST on all items, and will be charged at the applicable rate

6. Risk:

The products supplied by ProRig Hardware shall be at the risk of the purchaser immediately upon delivery to the purchaser or into the custody of anyone acting on behalf of the purchaser whichever is the sooner.

7. Goods:

- Notwithstanding that risk in the products shall pass to the purchaser as provided in paragraph 6.
- Title to the products shall remain with ProRig Hardware until all monies owing by the purchaser to ProRig Hardware have been paid in full and until such time the purchaser shall hold the products as bailee. The purchaser maintains its right to deal with the products in the ordinary course of business on the basis and understanding that any monies received as a result of such dealing shall be held by the purchaser for the sole benefit of ProRig Hardware.
- In the event that the purchaser uses the products in some manufacturing or construction process of its own or some third party, then the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the products in trust for ProRig Hardware. Such part shall be deemed to equal in dollar terms the amount owing by the purchaser to ProRig Hardware at the time of the receipt of such proceeds.
- In the event of the insolvency of the purchaser or of the purchaser being placed on liquidation whether voluntary or otherwise ProRig Hardware shall be entitled to repossess and take back at the cost of the purchaser all goods which remain the property of ProRig Hardware without prejudice to any right conferred upon ProRig Hardware by law.
- The purchaser agrees forthwith to insure the goods for their full insurable value against loss or damage by fire, theft, accident and other such risks.

8. Delivery:

- Any delivery date quoted by ProRig Hardware is an estimate only and ProRig Hardware will not be held liable financially or otherwise for failure to deliver on or before the quoted date unless ProRig Hardware has issued a written guarantee of delivery.
- The purchaser shall accept and pay for the goods if and when tendered notwithstanding any failure by ProRig Hardware to deliver the goods by the quoted date

9. Incorrectly Supplied Goods:

- In the event of incorrectly supplied goods ProRig Hardware will replace the goods supplied with the goods ordered. Where the correct goods are unable to be supplied ProRig Hardware will reimburse the purchaser for the cost of the incorrectly supplied goods.
- ProRig Hardware will not be held liable for any losses, damages, or charges incurred by the purchaser arising from the incorrectly supplied goods.

10. Returns & Claims:

- Goods will only be accepted for credit if returned within 45 days of date of delivery and must be accompanied by a request for credit quoting the original invoice and/or delivery docket number, the purchase order number, date and reason for return.
- Prior notification of the return of goods is required, at which point a returns and claims number will be allocated which must be quoted at the time of the return. The acceptance of such goods does not imply an agreement to issue a credit note. Goods are subject to inspection and approval and will attract a 10% or \$20.00 (whichever is greater) handling and restocking charge. Freight will be at the expense of the purchaser unless the goods were supplied incorrectly.
- No credit will be allowed for:

- Goods outside of our normal stock range which have been specially sourced at the customers request.
- Goods which have been specially manufactured or cut to the specifications of the purchaser.
- Goods which have been used, modified, or damaged.
- Goods with an alleged deficiency or discrepancy where the purchaser has failed to open and check all items supplied within fourteen (14) days of delivery and report such a claim to ProRig within the said fourteen (14) days.

11. Costs:

The purchaser will indemnify ProRig Hardware against and agrees to reimburse if for any expenses it may incur in recovering or attempting to recover payment from the purchaser for any amount, which may from time to time be overdue. These costs include legal court, solicitors, debt collections agency commissions and fees.

12. Disclaimer:

- The only warranties and conditions which are binding on ProRig Hardware in respect of the condition or quality of the goods supplied to the purchaser are those imposed by statute and thereby the liability, if any, of ProRig Hardware shall be limited to and completely discharged by replacement by ProRig Hardware of the goods supplied and otherwise all other warranties and conditions whether express or implied are hereby excluded and negated.
- ProRig accepts no liability whatsoever for any loss, damage, or injury either direct or consequential arising out of or in relation to the use or application of goods supplied to the purchaser or technical information and product specifications contained within our product catalogues, brochures, and price lists.

13. Other:

- These conditions and any contract of sale shall be governed and interpreted by the laws and courts of Queensland Australia and the purchaser consents to the jurisdiction of the said courts to determine or resolve any dispute or action.
- The mere signing of the invoice, delivery docket or manifest for goods received, notwithstanding anything that may be stated to the contrary by the purchaser including conditions listed on an official purchase order, shall be constituted as acceptance of these CONDITIONS OF SALE.

c. E. & O.E.

ProRig Hardware Pty Ltd

ABN: 19 164 444 884

Unit 2 / 99 West Burleigh Road,

Burleigh Heads, Queensland 4220

p 1800 776 744

f 1800 776 745

w prorig.com.au

p +617 5535 6333

f +617 5535 6366

e info@prorig.com.au