

The image features several braided sleeves in red, blue, and grey, arranged in a dynamic, overlapping pattern. The sleeves are made of a woven material, likely Kevlar or a similar high-strength fiber, and are shown in various orientations, creating a sense of depth and texture. The background is dark, which makes the colors of the sleeves stand out.

TECHFLEX

Solutions

Braided Sleeving ~~Products~~

Credit Application

Techflex Australia

Distribution Centre:
11 Jumal Place,
SMITHFIELD NSW 2164
Tel: 1300 762 445

All Correspondence To:
P.O. Box 351,
STRATHFIELD NSW 2135
Fax: 1300 38 38 35

TERMS & CONDITIONS OF SALE – EFFECTIVE 01/03/2010

1. All goods shall be sold at prices in effect at time of sale.
2. Normal terms of sale are 30 days. A 2% discount may be taken for payment made within 14 days of invoice date. The 2% discount is allowed on merchandise only and it is not allowed on freight or COD fees. The amount outstanding on the invoice is due within 30 days of invoice date.
3. No discount will be allowed against current invoices when there is an unpaid past due balance.
4. Credit notes will be deducted from the net amount due.
5. A handling fee of \$10.00 will be charged on all orders less than \$150.00.
6. **DELINQUENT ACCOUNTS**
 - A. All delinquent accounts shall have a service charge fee of 2.5% Per Month added to the past due balance.
 - B. Delivery will not be made to any delinquent account until the outstanding balance is paid IN FULL, including service charges where applicable.
7. **DELIVERY**
 - A. All prepaid goods will be delivered by a common carrier at the Company's discretion. Requests made by customers for specific carriers will be honoured where possible on freight collect delivery.
 - B. Where possible, all orders will be processed within 5 days from receipt of written order.
8. **SHORTAGE**

All notices for short delivery of goods must be sent in writing to Techflex Australasia Pty Limited within 3 working days of delivery, together with a copy of signed delivery receipt, listing shortages, to the attention of the accounting department.
9. **RETURNED CHEQUES**

All customers whose cheques are returned unpaid to Techflex Australasia Pty Limited will be charged a \$45.00 handling fee. Discount, if taken, will automatically be disallowed and the full amount will be considered delinquent if not paid by the last day of the relevant month.
10. **RETURN GOODS (USED OR DEFECTIVE)**
 - A. All goods to be returned must be accompanied by a Return Authorisation Number (RAN) which must be written on the outside of the package. The Return Authorisation Number must be confirmed with Techflex Australasia Pty Limited prior to shipment of goods. All collect shipments will be refused.
 - B. Returned goods are subject to our inspection and a 20% handling charge. Credit on returned goods will be issued at price, which was in effect at the time of purchase.
 - C. Returned goods must be packaged carefully to prevent shipping damage. If goods are damaged in shipping and not properly insured, credit WILL NOT be issued. Discontinued or obsolete items WILL NOT be accepted for credit.
 - D. Techflex Australasia Pty Limited does not accept customer debit notes.
 - E. Techflex Australasia Pty Limited will issue a credit note after goods have been received and inspected and found to be satisfactory.
 - F. Customer debit notes MUST NOT be deducted from payments. Deduction MAY BE made when credit notes have been received and payment is being computed. A copy of the credit note must be included with payment.
 - G. Customer pays freight to factory for returning goods. When doing an even exchange, Techflex Australasia Pty Limited will pay the freight back to the customer (only in Australia).
11. **CUSTOM ORDERS**
 - A. No exchange or refunds will be given in respect of custom orders.
 - B. Custom orders are irrevocable.
12. **PRICE CHANGES**
 - A. All Distributors will be notified of a price change at least (21 days) before the effective date.
 - B. Should Techflex Australasia Pty Limited reduce the price of any Product, the Company WILL NOT compensate any Wholesale Distributor in respect of the price reduction in regards to any Product.

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13. **DISTRIBUTOR'S STOCK ADJUSTMENT (NEW GOODS)**

- A. Techflex Australasia Pty Limited allows its Distributors an inventory adjustment once a year. Amounting to a total of 5% of the Distributor's previous year's purchases (1st July through to 30th June). The stock adjustment program will be in effect during the month of August. Goods will not be accepted for stock adjustment at any other time. Returns made during the year will be subject to our normal "Returned Goods" policy. All goods returned for stock adjustment must be listed in our current catalogue. Only one stock adjustment per Wholesale Distributor allowed per year.
- B. Wholesale Distributors wishing a stock adjustment must contact Techflex Australasia Pty Limited to review the goods. After inspection by the Company's representative, a complete list of the goods to be returned for exchange must be forwarded to Techflex Australasia Pty Limited for approval, together with an off-setting order.
- C. An offsetting order **MUST** contain twice the number of goods in regards the number of goods returned. Upon written receipt of the Returned Goods Authorisation form (RGA) from the Company, goods may then be returned. Goods being returned for stock adjustment **MUST BE** accompanied by a copy of the RGA form and must be in one prepaid shipment.
- D. All returns sent to Techflex Australasia Pty Limited must be sent freight prepaid. **ALL COLLECT SHIPMENTS WILL BE REFUSED.**
- E. Techflex Australasia Pty Limited will not accept any returned goods for credit or exchange that have been used for display, previously installed, or are shop-worn. Goods must be in perfect condition and in original packaging and is subject to factory inspection.
- F. All goods returned for stock adjustment that does not comply with the above conditions will be subject to a 20% handling charge. Credit will be issued at price schedules in effect at time of purchase.

14. **GUARANTEE**

Should the alleged defective goods be found to be in perfect working order, Techflex Australasia Pty Limited will immediately notify the returning party and ask for disposition instructions for the non-defective goods. Should the returning party fail to provide, within 15 days, final disposition instructions, all non-defective goods will be destroyed and credit for the goods will not be issued. All non-defective goods requested to be returned to the returning party will be returned **FREIGHT COLLECT**.

At all times the goods supplied by Techflex Australasia Pty Ltd and its associated companies remain the sole and absolute property of Techflex Australasia Pty Ltd until such time as full payment for the goods is received at which time property shall pass to the distributor. Until payment the title in the goods of Techflex Australasia Pty Ltd shall be and remain effective as against any creditor, receiver, manager, liquidator or trustee of the estate of the distributor, and the distributor agrees to immediately notify Techflex Australasia Pty Ltd of any claim, demand, order of other happening being made in relation to such goods adverse to the title of Techflex Australasia Pty Ltd, and not to deal with such goods otherwise than in the normal course of its business.

15. **FREIGHT POLICY**

The Customer or the Company shall have the rights to nominate the freight carrier to deliver its goods. Where the customer nominates the freight carrier Techflex Australasia Pty Ltd shall not be liable for any loss in respect to the delivery of goods to the customer and all cost associated with the delivery of goods to the customer will be paid by the customer.

16. **DISCLAIMER**

The Customer acknowledges that Techflex Australasia Pty Limited including its agents or dealers will not be responsible for the correct application of products sold by the Company. No claim will be made against Techflex Australasia Pty Ltd, its agents or dealers for any loss incurred by the customer. This limited warranty is made in lieu of all other warranties or representations expressed or implied.

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The Applicant confirms that they are in agreement with the Terms & Conditions of Sale attached to their application for CREDIT.

APPLICATION FOR CREDIT ACCOUNT

APPLICANT:

Trading Name:.....

Name of Company:.....

Company A.B.N. Number:..... How long in Business:.....

Company A.C.N. Number:..... State of Incorporation:.....

Company's Registered Office Address:.....

.....

Company's Business Address:.....

.....

Nature of Business:.....

Contact Name:.....

Position in Company/Business:.....

Phone No: ()..... Fax No: ()

.....

Tick Business Structure:

Sole Trader Partnership Private Company Public Company Other

Other (give details):.....

Bank:..... Branch:..... Account No:.....

If a Sole Trader, Partnership/Company:

Name & Home Address of Sole Trader, Each Partner / Director/s:

1. Name:.....Drivers Licence No:.....

Home address:.....

2. Name:.....Drivers Licence No:.....

Home address:.....

3. Name:.....Drivers Licence No:.....

Home address:.....

TRADE REFERENCES:

1. Name:.....

Telephone:..... Contact Name:.....

2. Name:.....

Telephone:..... Contact Name:.....

3. Name:.....

Telephone:..... Contact Name:.....

4. Name:.....

Telephone:..... Contact Name:.....

Expected average monthly value of purchases \$.....

****** PLEASE NOTE: Personal Guarantee & Privacy Act - Acknowledgment & Consent form must be SIGNED by the Owner or Director/s. Refer Page 4 & 5.**

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**PERSONAL GUARANTEE SUPPORTING A CREDIT ACCOUNT WITH
TECHFLEX AUSTRALASIA PTY LTD**

We/I **Full Name** **Full Name**

Of
.....
Full Residential Address **Full Residential Address**

Directors(s)/Owners of Company/Business Name
.....
Address:

hereby request a credit account with your company on the terms and conditions stipulated by Techflex Australasia Pty Ltd and its associated companies.

In consideration of your company extending credit facilities for goods to be sold and/or services to be rendered at our/my request to the said company/business of which we are/I am Director(s)/owners, we/I personally guarantee to your company jointly and severally the due payment for goods and services as invoiced and all other obligations to be performed by our/my company/business.

We/I acknowledge that this guarantee shall extend to all liabilities that our/my company/business shall hereinafter incur for the purchase of goods and the rendering of services by Techflex Australasia Pty Ltd until this guarantee is mutually terminated.

This guarantee is deemed to be a continuing guarantee which shall not be affected by any indulgence, extension of time or allowance which Techflex Australasia Pty Ltd or anyone on its behalf may grant from time to time to our/my company/business and/or ourselves/my selves.

Dated this day of 20....

SIGNED SEALED AND DELIVERED

by the said (Sole Trader / Director(s)Print Name)

..... (Sole Trader / Director(s)Signature)

in the presence of (Witness Signature)

Print Name of witness

SIGNED SEALED AND DELIVERED

by the said (Director(s)Print Name)

..... (Director(s)Signature)

in the presence of (Witness Signature)

Print Name of witness

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PRIVACY ACT - ACKNOWLEDGMENT & CONSENT

TECHFLEX AUSTRALASIA PTY LTD AND ITS ASSOCIATED COMPANIES ARE THE "CREDIT PROVIDER" REFERRED TO IN THIS DOCUMENT

Under Section 18e(i)(c) of the Privacy Act a Credit Provider (in this case Techflex Australasia Pty Ltd and its associated companies) is allowed to give a credit reporting agency personal information about your Credit Application. The information which may be given to an Agency is covered by Section 18E(1) of the Act Includes:-

- * Identify particulars (as permitted by the Privacy Commissioner's determination issued under s.183E(3));
- * The fact that you have applied for credit and the amount;
- * The fact that the credit provider is a current credit provider to you;
- * Payments which become overdue more than 60 days, and for which collection action has commenced;
- * Advice that payments are no longer overdue;
- * Cheques drawn by you which have been dishonoured more than once;
- * In specified circumstances, that in the opinion of the credit provider you have committed a serious credit infringement;
- * That credit provided to you by the credit provider has been paid or otherwise discharged.

AGREEMENT THAT THE CREDIT PROVIDER MAY SEEK COMMERCIAL CREDIT INFORMATION (SECTION 18L(4), PRIVACY ACT 1988)

If the credit provider considers it relevant to assess my/our application for personal credit, I/we agree to the credit provider obtaining a report about my/our commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

AGREEMENT THAT THE CREDIT PROVIDER MAY SEEK CONSUMER CREDIT INFORMATION (SECTION 18K(1)(b), PRIVACY ACT 1988)

If the credit provider considers it relevant to assessing my/our application for commercial credit, I/we agree to the credit provider obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the credit provider.

GUARANTOR'S AGREEMENT (SECTION 18K(1)(c) PRIVACY ACT 1988)

I/we agree that the credit provider may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to the applicant. I/we agree that if the credit provider approves the applicant's application for credit this agreement remains in force until the credit facility covered by the applicant's application ceases.

AGREEMENT THAT THE CREDIT PROVIDER MAY USE A CREDIT REPORT ABOUT ME/US FOR COLLECTING OVERDUE PAYMENTS (SECTION 18K(1)(b) PRIVACY ACT 1988)

If the credit provider considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to the credit provider receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collection overdue payments.

AGREEMENT TO THE CREDIT PROVIDER SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT MY/OUR CREDIT WORTHINESS (SECTION 18N(1)(b) PRIVACY ACT 1988)

I/we agree that the credit provider may give to and seek from any credit providers named in any application and any credit providers that may be named in a credit report issued by a credit reporting agency information about me/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand the information may be used for the following purposes:

- * to assess an application by me/us for credit
- * to notify other credit providers of a default by me/us
- * to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- * to assess me/our credit worthiness.

AGREEMENT TO THE CREDIT PROVIDER DISCLOSING INFORMATION TO PARTIES INVOLVED IN MORTGAGE SECURITISATION ARRANGEMENT (SECTION 18N(1)(bg), PRIVACY ACT 1988)

I/we agree that the credit provider may disclose information about my/our personal credit worthiness to persons involved in funding mortgage credit for the purposes of enabling those persons so involved to perform tasks necessary in the funding of mortgage credit.

I/we hereby acknowledge that above and consent to the credit provider credit giving the above details to any credit reporting agency.

Dated this _____ day of _____ 20_____

Sole Trader Name: _____ **Signature:** _____

Partnership
/Company Name _____ **ACN/ABN** _____

Partners/Director(s) Name(s)

Signature

