



Account Application

Account Name of Applicant (Full Legal name)*		
ABN or ACN:		
Delivery Address for Goods*		Postal Address
No. & Street		No & Street:
Suburb:		Suburb:
State:	Post Code:	State: Post Code:
Telephone Number*	Fax Number*	Email Address
Registered Office Address*		Trade References*
		Dealers Licence number*
		Number:
		State:
		Established Date
		Date:
Directors / Proprietors		Applicants Bank Details
1		Name:
Company:		Branch:
Contact:		Account Number:
Telephone:		BSB Number:
Fax:		
2		Contact Names
Company:		Manager:
Contact:		Sales:
Telephone:		Accounts:
Fax:		Workshop:
3		Credit Amount Requested
Company:		
Contact:		
Telephone:		
Fax:		

* The following details need to be completed so we can process your account.

I / we acknowledge Dirtmax Australia's terms and conditions of sale.

I / we authorise enquires through our nominated references as to our suitability for credit.

I / we accept any deviation from these trading terms may result in credit facilities being withdrawn.

Full Name:..... Title:..... Signature:..... Date:

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TERMS & CONDITIONS

DEFINITIONS

In these terms and conditions unless the context otherwise requires:

A/ The "supplier" means Dirtmax Australia

B/ The "customer" means the person, firm, company or organization that places an order with the supplier.

C/ The "goods" means all items supplied by Dirtmax Australia.

PRICES & TERMS

Prices are subject to change without notice. Please check your invoices for accurate prices.

Prices are ex-warehouse. The prices quoted do not include GST.

Minimum Order Qty is 5 units. Payment is to be made as per trading terms set out on the bottom of the invoice.

Pre-payment or C.O.D on first time orders will apply unless other arrangements have been made prior to ordering.

Credit is available only to approved customers. We reserve the right to change trading terms at our discretion.

BACK ORDERS

Back orders are held until product is available. If back orders are not required, please advise our salesperson at time of ordering.

RETURNS

We cannot accept any returned goods without prior approval.

There will be a 10% re-stock charge on any items returned that were not shipped in error.

No returns will be accepted after 30days from date of invoice.

All returns must be sent freight pre-paid. Special order items cannot be returned for credit.

TITLE OF GOODS

Until we receive full payment for the goods we have the following rights,

A/ Legal ownership of goods.

B/ The right to enter the customer's premises and retake possession of any products sold by Dirtmax Australia to the value of the outstanding debt

C/ To keep or resell any goods repossessed under

D/ Notwithstanding the above, the supplier may maintain an action against the dealer for the purchase price of the goods.

DELIVERY

Delivery of the goods to a forwarder shall constitute delivery to the customer and regardless of freight payment; all risk in relation to the goods shall pass to the customer at that time. The customer is responsible for the care and freight of the goods ex our warehouse. Damage or lost goods are the sole responsibility of the customer.

Short deliveries must be advised within 7 days of the invoice date.

Whilst the supplier will make every reasonable effort to cause the goods to be delivered by the estimated date, it does not guarantee to do so and time in that regard shall not nor will it deem to be the essence of any contract.

SALE OF BUSINESS

If the business or company is sold, all debts to Dirtmax Australia must be finalised before account can be opened in the name of the new owners

LIMITED WARRANTY

The supplier guarantees that its products are of high quality and free from manufacturing defects for a period of 30 days after the date of sale. Any product that has been manufactured incorrectly or is of a defective nature will be repaired or replaced at our discretion. All warranties are void if product is subject to abuse, crash damage, modification, neglect or faulty installation. Liability is limited to the cost of the goods sold, and freight to the dealer.

In no event will the supplier be liable for incidental or consequential damage arising out of or in connection with the goods.

Consequential damage includes, without limitations, loss of income or profit, or loss to property or damage, as a result of death or injury to any person.

GENERAL

We reserve the right to change terms and conditions, changes to terms and conditions will be displayed at www.dirtmax.com.au.

The laws of the State of NSW shall govern this agreement, and the parties hereby submit to the jurisdiction of the Courts of that state for the resolution of any dispute under this agreement.