



CREDIT ACCOUNT

NTI APPLICATION FORM

NOISE TOYS IMPORTS
Level 1
Eight Mile Plains Shopping Centre
218 Padstow Road
Shopping Centre
QLD 4113

Email reece@noisetoyimports.com.au john@noisetoyimports.com.au
Mobile 0424-280-785 Mobile 0458-336-521

Company Name

Trading Name

Business Address

..... State Postcode

Delivery Address

..... State Postcode

Phone Fax Mobile

Email Website

ABN ACN

Type of Business

Director / Proprietors Details

1. Name Address Ph

2. Name Address Ph

3. Name Address Ph

Banking Details

Bank Branch

BSB No Account No

Trade References

- 1. Name Address Ph
- 2. Name Address Ph
- 3. Name Address Ph
- 4. Name Address Ph

Credit Limit Sought \$ per month to be altered as deemed necessary by Noise Toys

I/We understand that your terms are strictly 30 days from invoice date in which the goods were purchased or services rendered and, in the event that I/We fail to comply with your trading terms, I/We will be liable to pay an administrative service fee on all outstanding accounts at the rate of 2% per month calculated from the date on which the accounts fall due. I/We also agree to be bound by the terms and conditions applying to your account and, in the event of your account not being paid by the purchaser, I/We agree to pay all legal costs and expenses incurred in the collection of any overdue amounts.
I/We also agree that the ownership of the goods sold to us shall be retained by Noise Toys Imports until payment is made for the goods and for all other goods supplied by Noise Toys Imports to us. If such goods are sold by me/us or our Company prior to payment, and if they shall become constituents of other goods, then the proceeds of the sales therefore shall be the property of Noise Toys Imports.

DATED THIS.....day of20.....

SIGNED BYSIGNATURE

(PLEASE PRINT NAME)

SIGNED BYSIGNATURE

(PLEASEPRINT NAME)

WITNESSSIGNATURE

(PLEASE PRINT NAME)

ADDRESS

IF APPLICANT IS A COMPANY, DIRECTORS GUARANTEE MUST BE COMPLETED, OTHERWISE THIS APPLICATION WILL NOT BE CONSIDERED VALID

GUARANTEE (To be completed where applicant is a company)

In consideration of the credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for credit herein, hereby agree, by the execution of this application on behalf of the customer, to Guarantee the due and punctual payment and performance by the customer of all moneys terms and contained in these terms of trade to be paid observed and performed and I/we acknowledge that I/we shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by the performance and observance of all of the obligations of the customer under these terms of trade. This guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and Leasehold in land which I/we now have or during the currency of this agreement may acquire.

DATED the.....Day of20

SIGNED SEALED AND DELIVERED
by the said

.....
(Printed name of Guarantor)

.....
(Signature of Guarantor)

In the presence of

.....
(Signature of Witness)

.....
(Printed name of Guarantor)

.....
(Signature of Guarantor)

In the presence of

.....
(Signature of Witness)

NOISE TOYS IMPORTS – TERMS AND CONDITIONS OF TRADE

1. Governing Terms and Conditions

(a) The terms and conditions in this document apply to the sale of Goods by us to you. These terms and conditions prevail over any terms or conditions in your documents and represent the entire agreement between us.

(b) When you place an order for Goods with us, accept delivery of Goods, make payment or comply with these terms and conditions, you are taken to have accepted them.

(c) In these conditions of sale: "we", "us" and "ours" refers to Noise Toys Imports ABN 91 124 060 546 you refers to the person, firm or company by whom the order is placed or with whom we extend credit; the "Goods" refers to Soldano Amplifiers, Strymon , Hotone , Zemaitis Guitars , Zymol , Kerly Guitar Strings , and any other guitars , accessories supplied or to be supplied by us to you.

(d) Any Goods supplied by us to you are for sale to end users and are not to be resold or offered for resale, traded or otherwise supplied to any reseller.

2. Orders and Price

(a) An order placed by you will become binding on us only when we accept it in writing or when we deliver the Goods, whichever is earlier.

(b) Unless we otherwise agree in writing, the price of the Goods will be the price we usually charge for the Goods. Any price concession or discount we provide you is conditional on your full compliance with this document. We reserve the right to vary the price charged for the Goods.

3. GST

(a) Unless we state otherwise, the price does not include goods and services tax (GST) (as defined in Australia in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or as payable in New Zealand under the Goods and Services Tax Act 1985).

(b) You must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the price.

4. Payment

(a) Unless we otherwise agree in writing, you must pay us for the Goods you buy within 30 days from invoice date ,without setting off any amounts we may owe to you. We reserve the right to set off any amount we owe to you, against any amount you owe to us.

(b) We may require immediate payment of all unpaid monies (whether or not actually due by you):

(i) if any of the following occurs:

A an order is made, or a resolution is passed, to wind you up, a meeting is called to consider a resolution to wind you up or a provisional liquidator is appointed;

B a receiver or receiver and manager is appointed over the whole or part of your business or assets;

C you enter any arrangement or composition with any of your creditors;

D you are placed under administration or a meeting is called or some other step taken to place you under administration;

E you cannot pay your debts as they fall due; or

F you do not comply with this document; or

(ii) if we consider (in our absolute discretion) that your creditworthiness has become unsatisfactory.

(c) We may charge you interest if full payment (including GST) is not made by the due date. Interest will be charged at 2% per annum above the interest rate fixed by the Penalty Interest Rates Act 1983 from the due date until full payment is made.

(d) You must pay all expenses incurred by us in enforcing our rights under this document.

(e) We may require you to pay cash when or before we dispatch the Goods, or to provide security that we deem satisfactory.

(f) If you fail to make any payment in full as and when it is due and until the payment has been made, or if any of the events referred to in Clause 4(b) occur, we may, in addition to other things, withhold any Goods or parts of Goods in transit, suspend or cancel the supply of Goods under any accepted order or suspend the acceptance of any further orders made by you.

(g) Any order made by you or quotation given by us is subject to general credit approval and specific credit limits we set for you in our reasonable discretion. If you place an order which, on its own or cumulated with the value of previous orders for which we have not received payment in full, exceeds the credit limit set by us for you, we may in our

absolute discretion, at any time and without notifying you, suspend or cancel those orders or all or any part of any delivery under such orders, for as long as your credit limit is exceeded, including any order which we have already confirmed.

5. Delivery

- (a) Any delivery time we give you is only an estimate. We are not liable to you for any loss or damage you suffer or incur as a result of our late delivery.
- (b) You must still accept and pay for the Goods even if we deliver late.
- (c) We will arrange freight and insurance with our preferred carrier or a carrier of your choosing. Freight and insurance charges will be invoiced to you.
- (d) We may deliver the Goods in instalments. Each instalment will be treated as a sale under a separate contract. If we fail to deliver any instalment, you must still accept and pay for the remaining instalments. If you do not pay for an instalment, we may treat the non-payment as a breach of contract relating to the other instalments.
- (e) If we agree to arrange delivery of the Goods to your premises, you undertake to provide adequate and proper facilities for the reception and storage of the Goods as at the expected delivery date and you warrant that those facilities comply with all relevant statutes or regulations, including health and safety regulations and that all necessary permits and licences have been obtained.

6. Risk

Risk of damage to, or loss of, the Goods passes to you at the time the goods leave our warehouse. We are not liable to you for any loss or damage or deterioration of the Goods after delivery, even if we arrange freight.

7. Title

- (a) We retain title to and ownership of the Goods until you have paid all monies you owe us on any account or invoice whatsoever (and all cheques or negotiable instruments have been paid).
- (b) Until title passes to you, you hold the Goods on our behalf as bailee and you acknowledge that a fiduciary relationship exists between you and us. You must store the Goods so that they are clearly identifiable as belonging to us, and you must return the Goods to us if we ask you to. We can retake possession of any Goods (including Goods that you have paid for) in your possession if any of the events in clause 4(b) occur. You must take out and pay for insurance sufficient to cover both our interests in the Goods. The insurance must be in both our names. You must produce a certificate of insurance to show that you have taken out this insurance if we ask you to do so.
- (c) You must allow and authorise us to enter any premises under your control where the Goods are kept. This authorisation binds you even if you become an externally-administered body corporate as that term is defined in the Corporations Act 2001.
- (d) You acknowledge that, if you sell any Goods before you have paid for all Goods in full, you sell them as a fiduciary agent of us, provided that such sales will not give rise to any obligations on our part. You will hold the price of the Goods, or the part of the proceeds that relate to the Goods, on trust for us. You must hold these proceeds in a separate account that clearly identifies the proceeds as monies held on trust for and on behalf of us.

8. Quantity Discrepancy

- (a) If the quantity of Goods delivered is less than the amount you ordered, you must notify us in writing of the shortfall within 48 hours after delivery, otherwise we will assume that the correct quantity of Goods has been delivered, and you must accept the Goods and pay for them in full despite the shortfall.
- (b) If the quantity of Goods delivered is more than the amount you ordered, you must immediately inform us in writing and we are entitled to charge you for the excess or recover the excess from you.

9. Force Majeure

- (a) We are not liable for failure to comply with this document if the failure (directly or indirectly) arises out of any circumstances which are not within our reasonable control. If such circumstances occur, we may delay or cancel delivery of the Goods or reduce the quantity to be delivered.
- (b) The following are examples of situations beyond our reasonable control: strikes; lock-outs; accidents; war (declared or undeclared); acts of terrorism; fire; flood; accident, explosion; shortage of power; breakdowns of plant or machinery; shortage of raw or other materials from normal sources of supply; acts of God; and any order or direction of any local, State or Federal Government, Government authority or instrumentality (within the Commonwealth of Australia or elsewhere).

10. Cancellation

- (a) You cannot cancel any order or return any Goods unless we first agree in writing. We will not agree to any cancellation or return unless you indemnify us for all loss or damage we suffer or incur as a result of the cancellation or return. We may cancel any order if we consider we may be unable to supply you the Goods.
- (b) If any of the events set out in clause 4(b) occur we may cancel the whole or part of an order or Contract by giving you notice. If we cancel in these circumstances, you must pay us for any loss or damage we suffer or incur as a

result of the cancellation including costs and expenses we incurred before the cancellation and a reasonable cancellation fee we fix.

(c) You have no claim against us and we are not liable to you for any damage, loss, costs or expenses which you may suffer or incur as a result of a cancellation under this clause.

11. Limitation of Liability

(a) Except for such representations, warranties or guarantees as cannot be excluded by virtue of the Trade Practices Act 1974 (Australia), all terms, conditions, warranties or undertakings whether express or implied, statutory or otherwise, oral or written, relating to the sale of the Goods, or to this Agreement are excluded to the fullest extent permitted by law.

(b) Upon delivery of the Goods, you must examine them. If the Goods are not of merchantable quality, do not conform to any agreed specification, or have defects you must notify us in writing within 48 hours of delivery. If you do not notify us within that period, you will be deemed to have accepted the Goods as being of merchantable quality, free from defects, and compliant with the agreed specification.

(c) We have the right to examine the Goods the subject of a notification under paragraph (b) and you must either return the Goods concerned to us, or if they are not capable of redelivery, you must make them available for inspection by us.

(d) If we determine that your claim is valid, our liability to you shall not in any case exceed:

(i) Replacing the Goods or supplying equivalent Goods; or

(ii) Paying the cost of replacing the Goods or of acquiring equivalent Goods,

and the limitation shall apply to liability howsoever arising whether in contract or in tort (including negligence). In no circumstances will we be liable to you for any indirect, incidental, consequential or special loss, including loss of profits, goodwill or reputation, or any special or exemplary damages (even if you or we were advised of the possibility of such loss or damages).

(e) You acknowledge that you have not relied on any service involving skill or judgement, or on any advice, recommendation, information or assistance provided by us in relation to the Goods or their use in any application.

12. Variation

We are entitled to vary the terms and conditions in this document at any time by giving you written notice.

13. Waiver

Even if we do not insist on strict performance of this document, we are not taken to have waived our right to later require strict performance. Even if we provide an express waiver, this is not to be taken as a waiver of a subsequent breach of a term or condition in this document.

14. Notices

Notices under this document must be in writing. A notice must be delivered personally or sent by facsimile transmission or post to the other person at their last known address.

15. Severability

If any of these terms and conditions are invalid or unenforceable in any jurisdiction, they are, if possible, to be read down so as to be valid and enforceable. The read down provision will only apply in the relevant jurisdiction. If the provision cannot be read down, and it can be severed to the extent of the invalidity or unenforceability, it is to be severed. The rest of the provisions, and the validity or enforceability of the affected provision in any other jurisdiction, will not be affected.

16. Governing Law and Jurisdiction

These terms and conditions are governed by the law in force in Victoria, Australia. We both submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts.

_____ of _____
Acknowledges having read and understood these terms and conditions
of trade and agrees to be bound by them.

Date:

Signature:

Full Name: