

DATE / /20

BETWEEN J SWAP CONTRACTORS LIMITED and its subsidiary companies (the "Seller")
and

(Office Use Only)

Ac No:.....

PURCHASER INFORMATION				
Full legal name:			(the "Purchaser")	
For individual, Individual/Shareholding, Trustees, Directors or partners of above entity, please enter given full names and surnames.				
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	First Name:	Surname:	Date of Birth / /	
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	First Name:	Surname:	Date of Birth / /	
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	First Name:	Surname:	Date of Birth / /	
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	First Name:	Surname:	Date of Birth / /	
Main Contact Phone:	Mobile:	Business:	Home:	
Main Contact Physical Address:				
Email Address: (compulsory)	Invoices:	Statements:	Orders:	
Address for Accounts:			Postcode:	
Delivery Address 1:		Contact name and mobile number:	Supply Number:	
Delivery Address 2:		Contact name and mobile number:	Supply Number:	
Delivery Address 3:		Contact name and mobile number:	Supply Number:	
Trade References (do not use rural retailers, fuel or utility companies):				
1. Name:	Address:		Phone:	
2. Name:	Address:		Phone:	
3. Name:	Address:		Phone:	
PURCHASER SIGNATURES				
I/We confirm that the above details are correct. I/We have read the Terms attached and agree that these Terms form the basis of the contract between us.				
	Signatory One	Signatory Two	Signatory Three	Signatory Four
Signature:				
Please print name:				
Title / Position:				
GUARANTEE				
GUARANTEE				
The guarantor(s) named below (Guarantor) acknowledge by signing above that they have read the provisions of the personal guarantee set out in clauses 20 and 23 of the Terms below and understand the nature and effect of the guarantee. The Guarantor(s) agree that they are bound by the guarantee. The Guarantor(s) acknowledges that he or she has been advised to obtain independent legal advice in respect of the terms of the guarantee.				
<input type="checkbox"/> I/We have read this warning and I/we do not wish to take independent legal advice				
<input type="checkbox"/> I/We have taken independent legal advice before signing this guarantee				
	Guarantor One	Guarantor Two	Guarantor Three	
Full Name of Guarantor(s):				
Date of Birth:				
Residential Address:				
Phone:				
Signature:				
Witness Name (not one of the above signatories):			Signature:	
Address:				

TERMS

1. **Terms and Conditions:**

- (a) These terms and conditions (**Terms**) and the security interest created in these Terms apply to any and all goods supplied by the Seller to the Purchaser (**Goods**). All other terms and conditions are expressly excluded.
 - (b) The Seller's agents, contractors and representatives do not have any authority to make any oral representations, statements, warranties, conditions or agreements that conflict with these Terms.
 - (c) The Seller will be under no obligation to supply Goods to the Purchaser on credit until these Terms are signed and returned to the Seller and until the Seller is satisfied as to the credit worthiness of the Purchaser.
 - (d) From time to time the Seller may vary these Terms without notice. Any change to the Terms will be effective from the date the Seller publishes the new Terms on the Seller's website. Any orders for Goods made by the Purchaser after the Terms have been changed will be deemed acceptance of those changes.
2. **Orders:** The Purchaser shall order Goods by contacting the Seller or its representatives. If the Seller accepts the Purchaser's order, a confirmation email will be sent to the Purchaser's email address specified in the Purchaser's credit application. A binding contract for the sale and purchase of the Goods shall be deemed to be made when the Purchaser and the Seller agree upon the contract terms either orally or in writing or at the time the confirmation email leaves the information system of the Seller, whichever is earlier. The parties agree that the confirmation email will be determinative of the contract terms between the parties save for manifest error. The Seller has the right to change the ordering procedure at any time. The Purchaser must comply with any change to ordering procedures notified to it by the Seller. The Purchaser must immediately inform the Seller if the Purchaser changes its email address.
 3. **Fixed Price:** All orders for Goods will be at the price current for the Goods at the date of acceptance of an order. The Purchaser must pay for the Goods in accordance with these Terms based on the price of the Goods fixed at the date of acceptance of the order irrespective of any subsequent changes in the market price of the Goods. All prices are exclusive of GST. GST will be payable by the Purchaser at the applicable rate.
 4. **Forward Sale Contracts:** The parties agree that from time to time they may enter into Forward Sale Contract agreements by telephone. Such agreements are immediately binding on the parties. The Seller will email the Forward Sale Contract to the Purchaser. The Purchaser shall have until the close of business (6pm) on that same day to reply to the email cancelling the Contract. If no such reply is received by the Seller then the Purchaser is deemed to have accepted the Forward Sale Contract terms and conditions.
 5. **Payment:** All payments are to be made by the Purchaser to the Seller on the 20th day of the month following the month in which the Seller issues the Purchaser an invoice, without deduction, set off or counterclaim of any kind. If the Purchaser fails to make payment to the Seller by the due date, default interest of 2.5% per month compounding will be charged from the due date for payment until actual payment is made.
 6. **Split Account:** If a Split Account has been applied for, each party authorises the other and may bind the other to the proportion of an order as stated in the application form, and all parties agree that the Seller is entitled to rely upon an order from either party to the Split Account for this purpose. Under a Split Account the liability of each party will be several.
 7. **Collection Costs:** The Purchaser will indemnify the Seller against all costs and disbursements incurred by the Seller directly or indirectly in recovering or in attempting to recover any monies payable in accordance with the Terms including any solicitors' fees or debt collection fees incurred by the Seller.
 8. **Quality:** The Purchaser shall be deemed to have accepted the quality or condition of the Goods delivered unless an objection as to quality or condition is made by the Purchaser in writing to the Seller within 5 business days of a delivery. No claim for compensation based on any alleged defect in quality or condition may be made thereafter unless the nature of the defect in quality or condition was not able to be ascertained by reasonable inspection at the time the Goods were delivered.
 9. **Quantity:** Unless otherwise agreed by the Seller, all quantities shall be expressed metrically and to the nearest one/one hundredth (1/100) of a metric tonne.
 10. **Weights:** Unless specifically agreed in writing otherwise, delivery weights shall be at weights specified in the weighbridge dockets of the Seller in respect of each delivery.
 11. **Conveyance And Delivery Instructions:** The Seller shall have the right of access to the designated point of delivery at the Purchaser's premises for the purposes of delivering, inspecting or removing the Goods.
 12. **Notices:** All notices given shall be given in writing and delivered by hand, facsimile, email or by ordinary post. Notice which is given by email shall be deemed received at the time the notices leaves the information system of the Seller. Any notices received after 4.00 pm in a business day shall be deemed to have been received on the business day following..
 13. **Force Majeure:** The Seller shall not be responsible for delay in delivery of Goods or any part thereof occasioned by an act of god, calamity at sea (including, damage to a ship, the sinking of a ship, or delay for any reason in shipment), fire, flood, wind, explosion, power failure, war, act of piracy, embargo, act of government, strike (including dock and/or shipping strike), lock-out, combination of workers, or civil commotion which is not due to said party's own acts or negligence.
 14. **Risk and Title:** Risk in the Goods shall pass to the Purchaser upon delivery. The Purchaser will insure the Goods and keep them in good order and condition. Title to and ownership of any Goods supplied by the Seller shall remain with the Seller until the price of the Goods and all other monies owing by the Purchaser to the Seller have been paid in full. The Purchaser acknowledges that these Terms constitute a security agreement for the purposes of the Personal Property Securities Act 1999 (**PPSA**) and the Purchaser must provide the Seller with all information required for the Seller to register a financing statement pursuant to the PPSA.
 15. **Verification Certificate:** The Purchaser waives its rights under section 148 of the PPSA to receive a copy of any verification statement.
 16. **Fiduciary and Bailee:** Until payment for the Goods is made in full, the Purchaser hold the Goods as fiduciary and bailee and any sale of the Goods by the Purchaser shall be as agent for and on behalf of the Seller. The proceeds of any such sale shall be held by the Purchaser on trust for the Seller, separate from the Purchaser's other monies notwithstanding that any period of credit extended to the Purchaser may not have expired.