

FULL LEGAL NAME										
TRADING NAME (if differs from above)										
SELECT ONE	SOLE TRADER	<input type="checkbox"/>	INDIVIDUAL	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	LTD COMPANY	<input type="checkbox"/>	OTHER (describe)	
PHYSICAL STREET ADDRESS										
TOWN/CITY				POSTCODE				STATE		
EMAIL FOR INVOICES AND STATEMENTS										
EMAIL GENERAL CORRESPONDANCE (if differs from above)										
POSTAL ADDRESS (if no email address provided)										
PHONE NUMBER										
ABN				YEARS IN BUSINESS						
1. DIRECTOR/OWNER NAME				ADDRESS						
2. DIRECTOR/OWNER NAME				ADDRESS						
3. DIRECTOR/OWNER NAME				ADDRESS						

CREDIT REFERENCES			
VENDOR NAME	CONTACT	CONTACT PHONE NO	YEAR ACCOUNT OPENED

SIGNATURE	NAME	POSITION	DATE

BOLTMASTERS INTERNAL OFFICE (COMPLETE WHEN RETURNED FROM CUSTOMER)	
CUSTOMER DISCOUNT CODE TO COPY	
CUSTOMER TYPE	
TERRITORY CODE	

BRANCH	ADDRESS	PHONE NO	EMAIL
Boltmasters Brisbane	457 Lytton Road, Morningside, QLD 4170	+61 7 3399 2488	brisbane@boltmasters.com.au
Boltmasters Emerald	16 Daniels Street, Emerald, QLD 4720	+61 7 4982 2966	emerald@boltmasters.com.au
Boltmasters Cairns	54 Hasell Street, Portsmith, QLD 4870	+61 7 4035 5442	cairns@boltmasters.com.au
Boltmasters Melbourne	6/1 Barrie Road, Tullamarine, VIC 3043	+61 3 9338 2066	melbourne@boltmasters.com.au
Boltmasters Rockhampton	76 Hollingsworth St, Rockhampton North, QLD 4701	+61 7 4922 8580	rockhampton@boltmasters.com.au
Boltmasters Townsville	715 Ingham Road, Bohle, QLD 4818	+61 7 4774 3107	townsville@boltmasters.com.au

TERMS AND CONDITIONS

- 1. DEFINITIONS**
 - 1.1 "Boltmasters" shall mean Boltmasters Pty Ltd, or any agents or employees thereof.
 - 1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from Boltmasters.
 - 1.3 "Goods" shall mean all goods, materials, or services, provided by Boltmasters to the customer, and shall include without limitation the supply of manufacturing services, all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods by Boltmasters to the customer.
 - 1.4 "Price" shall mean the charge for the goods as agreed between Boltmasters and the customer subject to clause 4 of this contract.
- 2. ACCEPTANCE**
 - 2.1 Any instructions received by Boltmasters from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.
- 3. COLLECTION AND USE OF INFORMATION**
 - 3.1 The customer authorises Boltmasters to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Boltmasters to any other party.
 - 3.2 The customer authorises Boltmasters to disclose any information obtained to any person for the purposes set out in clause 3.1.
 - 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 2001.
- 4. PRICE**
 - 4.1 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by Boltmasters at the time of the contract.
- 5. PAYMENT**
 - 5.1 Payment for goods shall
 - 5.1.1 Where the customer has an existing account with Boltmasters, or has arranged an account with Boltmasters, the price shall be paid in full on 30th of the month following the date of the invoice ("the due date"); or
 - 5.1.2 Where Boltmasters has specified the amount shall be paid in full within seven (7) days following the date of the invoice; or
 - 5.1.3 In full on receipt of delivery of goods or completion of work.
 - 5.2 A deposit of 10 to 50 percent may be required at Boltmasters sole discretion.
 - 5.3 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
 - 5.4 Any expenses, disbursements and legal costs incurred by Boltmasters in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
 - 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
 - 5.6 We may at our discretion accept late or part payment or any payment described as being full or in settlement of a dispute. If we do so, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions.
- 6. QUOTATION**
 - 6.1 Where a quotation is given by Boltmasters for goods:
 - 6.1.1 The quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
 - 6.2 Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.
- 7. RISK**
 - 7.1 The goods remain at Boltmasters risk until the dispatch to the customer, but when title passes to the customer pursuant to clause 9.1 of this contract the goods are at the customer's risk whether delivery has been made or not.
 - 7.2 Delivery of goods shall be deemed complete when Boltmasters gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
 - 7.3 The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to Boltmasters making time of the essence.
 - 7.4 Where Boltmasters delivers goods to the customer by instalments and Boltmasters fails to deliver one or more instalments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.
- 8. AGENCY**
 - 8.1 The customer authorises Boltmasters to contract either as principal or agent for the provision of goods that are the matter of this contract.
 - 8.2 Where Boltmasters enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.
- 9. TITLE**
 - 9.1 If the goods are ascertained to be in a deliverable state, title in the goods passes to the customer only when the customer has made payment for all goods supplied by Boltmasters.
 - 9.2 Where the customer has not paid for any goods in its possession title in such goods shall remain with Boltmasters and:
 - 9.2.1 The goods shall be held by the customer as bailee; and
 - 9.2.2 If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with Boltmasters until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be assigned to Boltmasters as security for the full satisfaction by the customer of the full amount owing between Boltmasters and the customer.
 - 9.3 The customer gives irrevocable authority to Boltmasters to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Boltmasters shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.
 - 9.4 The following shall constitute defaults by the customer:
 - 9.4.1 Non payment of any sum by the due date.
 - 9.4.2 The customer intimates that it will not pay any sum by the due date.
 - 9.4.3 Any products are seized by any other creditor of the customer or any other creditor intimates that it intends to seize products.
 - 9.4.4 Any products in the possession of the customer that are materially damaged while any sum due from the customer to Boltmasters remains unpaid.
 - 9.4.5 The customer is bankrupted or put into liquidation or a receiver is appointed to any of the customer's assets or a landlord distrains against any of the customer's assets.
 - 9.4.6 A court judgement is entered against the customer and remains unsatisfied for seven (7) days.
 - 9.4.7 Any material adverse change in the financial position of the customer.
- 10. DISPUTES**
 - 10.1 The customer shall be deemed to have accepted the goods unless the customer notifies Boltmasters otherwise within 48 hours of delivery of the goods to the customer.
 - 10.2 No products accepted for return without prior approval of Boltmasters. Only products in original, undamaged, unopened and unused condition will be considered for return. A 15% restocking fee applies to returns. There will be no returns on special orders. The customer is liable for all costs associated with products accepted for return.
- 11. LIABILITY**
 - 11.1 Except as otherwise provided by statute Boltmasters shall not be liable for:
 - 11.1.1 Any loss or damage of any kind whatsoever whether suffered or incurred by the customer or another person whether such loss or damage arises directly or indirectly from goods or services or advice provided by Boltmasters to the customer and without limiting the generality of the foregoing of this clause Boltmasters shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
 - 11.1.2 Except as provided in this contract Boltmasters shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the goods provided by Boltmasters to the customer; and
 - 11.1.3 The customer shall indemnify Boltmasters against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Boltmasters or otherwise, brought by any person in connection with any matter, act, omission, or error by Boltmasters its agents or employees in connection with the goods.
- 12. CONSUMER GUARANTEES**
 - 12.1 Where applicable, any statutory consumer warranties capable of exclusion where Goods and Services are supplied for business purposes are hereby excluded.
- 13. GENERAL LIEN**
 - 13.1 The customer agrees that Boltmasters may exercise a general lien against any goods or any property belonging to the customer that is in the possession of Boltmasters for all sums outstanding under this contract and any other contract to which the customer and company are parties.
 - 13.2 If the lien is not satisfied within 7 days of the due date Boltmasters may having given notice of the lien at its option either:
 - 13.2.1 Remove such goods or property and store them in such a place and in such a manner as Boltmasters shall think fit and proper and at the risk and expense of the customer; or
 - 13.2.2 Sell such goods or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.
- 14. WARRANTY**
 - 14.1 Manufacturer's warranty applies where applicable.
 - 14.2 Boltmasters does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.
- 15. CANCELLATION**
 - 15.1 Boltmasters shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy or is trading whilst insolvent.
 - 15.2 Any cancellation or suspension under clause 15.1 of this agreement shall not affect Boltmasters claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to Boltmasters under this contract.
 - 15.3 Cancellation of an order will not be entertained once work has commenced, or material or product ordered, without agreement from Boltmasters.
 - 15.4 Indent orders cannot be cancelled without agreement from Boltmasters.
 - 15.5 The customer agrees to pay all costs, disbursements and loss of profits which may be incurred by Boltmasters in accepting any such cancellation.
- 16. MISCELLANEOUS**
 - 16.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Boltmasters.
 - 16.2 Boltmasters shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
 - 16.3 Failure by Boltmasters to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Boltmasters has under this contract.
 - 16.4 The law of Australia shall apply to this contract except to the extent expressly negated or varied by this contract.
 - 16.5 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.

TERMS AND CONDITIONS

- 16.6 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.7 All goods and services supplied by Boltmasters are subject to the laws of Australia and Boltmasters takes no responsibility for changes in the law which effect the goods or services supplied.
- 16.8 Copyright of these conditions is vested in Australian Cashflow Services Pty Ltd. Unauthorised copying or use is strictly prohibited. All rights reserved.