



Highsun Express Plugs

A.C.N. 070 162 006

128 Dundas Street West, Ormiston Qld 4160

Phone: 07 3821 8555 fax:07 3821 8515

Confidential Application For Credit

Please Tick:

Terms: Strictly 7 / 30 Days from Date of Invoice

Company

Partnership

Sole Trader

Name of Applicant/ Customer:

A.C.N. Number: A. B. N.

Registered Business Name:

Registered Office:

Business Address:

Postal Address:

Date of Commencement of this Business:

Telephone No: Fax No:

Accounts Person Contact: Phone No:

Estimated Monthly Purchases with Highsun Express Plugs:

Directors/Proprietors/Partners (Full Name & Address)

First Name:	Middle Name:	Surname:	Date of Birth:
1.
Address:			Licence No:
2.	Date of Birth:
Address:			Licence No:
3.	Date of Birth:
Address:			Licence No:

Trade References (from within the Nursery Industry)

Your Main Suppliers eg. Seed, Label, Pot, Packaging, Fertiliser, Chemical or other Allied Companies.

Name:	Address:	Phone:
1.
2.
3.

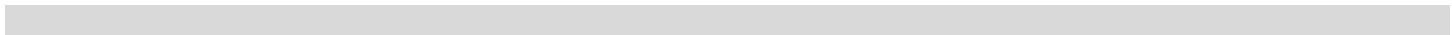
Name of Bank at which main Trading Accounts are held:

Branch Address:

Branch Code: Account No:

Name of Accountant:

Address: Contact No:



Privacy Act:

Notice of disclosure of your credit information to a credit reporting agency.

Under the (*Commonwealth Privacy Act, 1988*) Highsun Express Plugs 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 18(1) of the Act and includes; identity particulars (as permitted by the Privacy Commissioners determination issued under the Federal Privacy Act).

- The fact that you have applied for credit and the amount.
- The fact that Highsun Express Plugs in a current provider to you.
- Payments *which become* more than 60 days overdue, and for which collection action has commenced.
- Advice that payment is no longer overdue.
- Cheques drawn by you which have been dishonoured more than once.
- In specified circumstances that in the opinion of Highsun Express Plugs you have committed a serious credit infringement.
- That credit provided to you by Highsun Express Plugs has been paid or otherwise discharged.

Agreement that Highsun Express Plugs may need consumer credit information.
(*Commonwealth Privacy Act 1988*)

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

Signed: Witness:

Print Name:..... Print Name:

Date: Date:

Director's Guarantee:

In consideration of Highsun Express Plugs having agreed to grant to the applicant credit for the purpose of supplying goods for its business. I agree to be responsible for the price of all such goods as you may hereinafter supply to the applicant whether or not any part of such price shall be paid to you. This guarantee is a continuing guarantee and security and my liability under it shall not be effected by you giving time or indulgence to the applicant. I/we agree to the Terms and Conditions of Sale of Highsun Express Plugs.

Name: Signed:

Address: Date:

Name: Signed:

Address: Date:

**Please note that while credit may be initially granted we reserve the right to withdraw same.*

Title:

Ownership in the seedlings supplied, shall at all times remain with Highsun Express Plugs (Highsun Express Plugs) until such time as payment in full for each order is effected. Where payment is made by cheque, payments shall be deemed not to have been effected until such cheque has been cleared. In the event that payment is not effected, then Highsun Express Plugs are authorised to enter upon any property where the seedlings (Plugs) may be located and remove same, by force if necessary, without being liable for any loss or claim as a consequence of its action.

Office Use Only:

Date Application Received:..... Date Application Processed:.....

Classification:

Notification Sent:

Highsun Express Plugs - Terms and Conditions of Sale.

Ordering:

Place all orders in writing, where possible order by free fax 1800 644 015, stating tray size, quantity and date required.

A two week lead time from placement of order to seeding is required to ensure timely scheduling and planting of your order.

You may change your order (in writing) up to the time of seed purchase.

Deposits Confirmation:

In some cases, deposits will be required. e.g. custom seeding, new customers and large orders. Upon processing of your order, an "Order Confirmation" will be forwarded. Orders should not be taken as accepted unless an "Order Confirmation" is received, whereupon the terms and conditions of trade shall be deemed to have been accepted and understood.

All information you will need when making an inquiry into an existing order will be found on the Order Confirmation.

Due date is approximate only. Please allow for this when ordering.

Cancellation:

You may cancel prior to the seed date only if the seed has **NOT** been purchased and **only with the consent of the seller.**

Under no circumstances will cancellations be permitted after the seed date, as listed in the "Order Confirmation" has passed. An invoice will be raised for the amount as shown on the "Order Confirmation", once your plants are ready.

ALL CHANGES / CANCELLATIONS MUST BE IN WRITING.

Substitutions:

Substitution could occur in the event of seed supply problems, **UNLESS WE ARE ADVISED OTHERWISE.**

Custom Seeding:

Minimum of 3 trays for any line not listed in catalogue. Phone for a quote. Subject to grower approval.

Shipping Information:

Freight is added to the invoice.

We arrange shipment by air, road or rail. The customer arranges pickup from the airport/depot to nursery.

Goods are shipped Free on Board (FOB) Brisbane, if 4 trays/\$100 minimum, otherwise \$15 delivery fee.

All shipments go forth at customer's risk.

Freight Liability:

Highsun Express Plugs accepts no responsibility for damage or delay following delivery to the original carrier or pick up by the buyer or his agent. We will however, claim on the customers behalf, the cost value of the damaged goods.

Customers Responsibilities:

Respond within 24 hours to the call from airline to pick up goods. It is a good precaution to phone the airline if you have not heard from them within 48 hours of the stock leaving our nursery.

In the event of a missing consignment, 1st contact should be made to your receiving depot, advising them of the consignment note number and date the goods left the nursery.

Receive shipment and sign for it.

Inspect shipment in carrier's presence.

If damage is evident, customer is to advise the freight company to lodge a claim.

Advise Highsun Express Plugs within 24 hours.

Highsun Express Plugs Responsibilities:

Highsun Express Plugs will notify you the day the goods leave the nursery.

Highsun Express Plugs will pre book space wherever possible to ensure minimum chance of delay.

Highsun Express Plugs will pack the goods sufficiently to withstand four days in the carton.

Pick up:

Orders may be picked up if you prefer. Please allow 24 hours lead-time.

Pick up hours are:

9 a.m. - 4 p.m. Monday to Thursday.

9 a.m. - 12 noon Friday.

Closed Weekends & Public Holidays.

To ensure optimum plant quality, orders **MUST** be picked up on the day agreed upon by the customer.

Holding Stock Past Due Date:

We can only hold plugs if space permits. Due to the nature of plugs we cannot guarantee the plants will remain at our normal shipping standard, as shown in the catalogue.

No credits for oversize and subsequent problems will be given for plants that are held in our nursery beyond the original shipping date, as we accept no responsibility for the quality of held plants.

Payment:

All new customer's orders are to be Prepaid, before the goods leave the nursery. A payment form will be faxed to you prior to dispatch.

Payment can be made by:

- Direct Deposit to our Bank Account (please fax through receipt of Bank Deposit)
- Credit Card:- Visa, MasterCard, Bankcard, American Express
- Cheque or Cash

Payment to be received by us, by 12 noon the day before dispatch.

Goods delivered by our Driver, can be paid by Cheque or Cash on delivery. Customers will remain on Prepaid trading terms until an application for credit is approved. Highsun Express Plugs will require an original completed signed and approved Credit Application form, before a credit account is opened.

Terms For Approved Customers:

Net 7 days or 30 days from date of invoice.

After 60 days outstanding, account will be reviewed and your Price Level Category may be reviewed & changed to a lower category.

After 90 days outstanding, credit will be stopped.

Interest may be charged on accounts over 60 days, at 1.25% per month.

Product Claims:

Customer service must be called within 48 hours of receipt, if claim is to be honoured by Highsun Express Plugs.

If you are not satisfied with the plants and are requesting a credit, return plants to Highsun Express Plugs, we will pay the freight charge on the returned plants.

Short count claims must be made within 10 days after receipt of plants.

Before you call, please check:-

- be sure you receive the number of plants you were invoiced for
- time goods left our nursery and time you received them.

Limit Of Liability:

Highsun Express Plugs states and the customer acknowledges that any variety or descriptive information furnished in relation to the seedlings (plugs), is based upon information received from the seed producers and is provided as a guide only.

The customer accepts responsibility in relation to any delays in accepting the plants ordered and recognises that significant variations may occur in the particular plants due to geographic location, climate, soil type, soil conditions, cultural management practices and other growth factors. No liability will be accepted by Highsun Express Plugs or its Directors for any inaccuracy in the information provided.

Highsun Express Plugs give no further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purposes are excluded. We shall not be responsible for loss of any product, profit or any other indirect special or consequential damages. Any mis-labelled product is subject to our limit of liability i.e. to the extent of the purchase price.

Prices:

Prices shown in the catalogue of Highsun Express Plugs may be varied without notice to the customer at any time, prior to the placement of the relevant orders. Highsun Express Plugs reserves the right to correct errors on invoices. Prices quoted in our catalogue do not include GST.