



Highsun Express
A.B.N. 33 680 493 750
A.C.N. 070 162 006

Highsun Express Seeds / Proptec
A.B.N. 45 083 501 615
A.C.N. 083 501 615

128 Dundas Street West, Ormiston Qld 4160
 Phone: 07 3821 8555 Fax: 07 3821 8515

Confidential Application For Credit
Terms: Strictly 7 / 30 Days from Date of Invoice

Please Tick:

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:.....

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 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 is 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 you have committed a serious credit infringement.
- That credit provided to you by Highsun Express has been paid or otherwise discharged.

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

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

Signed: Witness:

Print Name:..... Print Name:

Date: Date:

Director's/Partner's/Proprietor's Guarantee:

In consideration of Highsun Express 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 affected by you giving time or indulgence to the applicant. I/we agree to the Terms and Conditions of Sale of Highsun Express which form part of this credit application.

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 goods supplied, shall at all times remain with Highsun Express 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 are authorised to enter upon any property where the goods supplied 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 & Seed - Terms and Conditions of Sale.

Ordering:

Place all orders in writing, where possible order by email info@highsun.com.au or free fax 1800 644 015, stating product 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.

Minimum Seed Order Quantity:

The sum of the individual items must be equal to or greater than \$50 nett. Individual varieties are offered as a minimum nett \$15. Where the quantity ordered does not meet the minimum required, Highsun Express reserves the right to supply and charge for a greater quantity to meet the minimum stated.

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.

Order 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.** By customer request, Highsun will endeavour to "On Sell" plants on the customers behalf. **The customer will incur an "administrative fee" of 15% of all goods on sold for this service.**

Substitutions:

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

Shipping Information:

Freight is added to the invoice. We arrange shipment by air, road or rail. In some cases the customer is required to arrange pickup from the airport/depot to nursery. All shipments go forth at customer's risk.

Seed Shipping Information:

Orders under \$300, freight will be added to the invoice. We will arrange shipment via Toll Group or Express Post. All shipments go forth at customer's risk.

Seed Freight Liability:

Highsun Express accepts no responsibility for damage or delay following delivery to the original carrier. We will however, claim on the customers' behalf, the cost value of the damaged goods, provided Insurance has been taken out.

Customers Responsibilities:

Respond within 24 hours to the call from the transport company to pick up the goods. It is a good precaution to contact the transport company if you have not heard from them within 48 hours of stock having left our company. 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, contact Highsun Express within 24 hours.

Highsun Express Responsibilities:

Your plants, seeds and propagation supplies will be packaged to the best of our ability to withstand handling and movements on regular transport routes to all major centres in Australia.

Property & Risk:

Property in and title to the goods shall remain with Highsun Express which reserves the right to dispose of the goods until such time that all moneys owing by the Buyer to Highsun Express from time to time and at any time have been paid in full. The risk in the goods purchased shall, unless otherwise agreed in writing, pass to the Buyer immediately upon the goods leaving Highsun Express premises.

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 plants if space permits. Due to the nature of our plants we cannot guarantee the plants will remain at our normal shipping standard. 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 customers' 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 is to be received by us, by 12 noon the day before dispatch. Customers will remain on Prepaid trading terms until an application for credit is approved. Highsun Express will require an original completed, signed and approved Credit Application form, before a credit account is opened. A 2% fee applies to 30 day accounts paid by Credit Card.

Terms For Approved Customers:

Net 7 days or 30 days from date of invoice. After 90 days outstanding, credit will be stopped. Interest may be charged on accounts over 90 days, at 1.5% per month.

Product Claims:

Customer Service must be called within 48 hours of receipt, if claim is to be honoured by Highsun Express. If you are not satisfied with the product/s and would like to request a credit, photos of the products must be emailed to info@highsun.com.au or posted Atten: Customer Service, with complete details of the claim. Short count claims must be made within 48 hours of 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 states and the customer acknowledges that any variety or descriptive information furnished in relation to the seed or seedlings (plugs), is based upon information received from the seed breeders or distributors, and is provided as a guide only. The customer accepts responsibility in relation to any delays in accepting the seeds or 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 or its Directors for any inaccuracy in the information provided. Highsun Express gives no further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purpose 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 may be varied without notice to the customer at any time. Highsun Express reserves the right to correct errors on invoices. Prices quoted in our catalogue do not include GST.

Vegetative Products:

Customers who have purchased or will purchase any vegetative cuttings from Highsun Express will only use said plants for cut flower or pot production and shall refrain from any type of propagation of these plants. Propagation shall mean to increase or reproduce the supplied plants. Highsun Express can commence legal proceedings against offenders of this provision for damages and costs.

Every endeavour will be made by Highsun Express at all times to ensure that plants are propagated from reliable stock to accepted industry standards of quality and performance.



Terms of Payment

- Strictly 7 or 30 days from date of invoice depending on account approval.
- New customers are prepaid.
- Accept payment via Electronic Funds Transfer, Cash or Cheque.
- Visa and Mastercard acceptable for COD orders.
- Accounts paid by Credit Cards attract a 2% Merchant Fee.

Ordering Propagation Supplies (PS):

- Orders to be placed in writing.
- Email info@proptec.com.au
- Free fax 1800 644 015
- Some Jiffy products allow a 6 week lead time.
- 15% deposit required for non inventoried items.

Cancellation:

- Must be in writing.
- Will not be accepted on imported items once manufacture commences.

Delivery & Transport:

- Local Brisbane metro.
- Country and interstate will be delivered by transport of customers choice.
- The risk in the goods purchased shall pass to the Buyer immediately upon the goods leaving PropTec premises.

Pickup:

- Goods can be picked up from PropTec with a minimum 24 hours notice, weekdays.

Product Claims:

- Recommended you use Jiffy 7C's within 6 months of delivery.
- All Jiffy products must be stored in a dry location.
- Claims must be made within 7 days of date of invoice.

Prices:

- Do not include GST
- May vary from catalogue due to currency fluctuation.