



INTERKNIT | BRANBERRY
AUSTRALIAN MADE KNITWEAR Since 1939

The applicant(s) apply to Interknit Pty. Ltd. for credit on the terms and conditions set out below:

1. You warrant that all information given to us is true and correct;
2. You agree to notify us within 7 days of any change affecting your legal entity, structure, management or control;
3. You agree that our terms and condition of sale as in force from time to apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase and that any variation must be agreed by us in writing;
4. You acknowledge that we may:
 - (a) refuse your application for credit facilities;
 - (b) withdraw or vary credit facilities at our absolute discretion without prior notice;
 - (c) withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.
5. You consent and agree that we may:
 - (a) obtain credit reports from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you may make for commercial credit;
 - (b) disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facility.
6. You acknowledge that the authorisations contained in this document will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.
7. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.

TERMS AND CONDITIONS OF SALE

Interknit shall only supply goods to you on the following terms and conditions unless we agree, in writing, to vary these terms and conditions.

1. Payment and Trading Terms

- 1.1 Initial accounts require FULL PAYMENT prior to shipment of any order.
- 1.2 After 3 months of continuous trading (min \$1,000 p/m), we may grant you a credit account of 30 DAYS FROM INVOICE DATE.
- 1.3 Any other trading terms would need to be discussed and approved by Interknit's Directors.
- 1.4 Customers with accounts in arrears for 30 days will not be supplied with goods until their account is within our normal trading terms set out in 1.2 And we are assured future payments will be within our trading terms;
- 1.5 All accounts outstanding for 75 days will automatically be referred to our debt collections agency, where you shall pay all our costs and expenses which may be incurred in the recovery or attempted recovery of the overdue amounts.

2. Settlement Discount

- 2.1 You may take advantage of a discount, if any, for early settlement of accounts at the rates noted on the face of each invoice provided:
 - (a) payment in full takes place within the time specified; and
 - (b) you do not have any other invoices outstanding beyond their due date at the time of payment.

3. Price and Delivery

- 3.1 Our prices are subject to change without notice.
- 3.2 You will be invoiced goods at prices current at the time of dispatch.
- 3.3 All GST on goods is payable by you.
- 3.4 Whilst we shall use all reasonable endeavours to comply with your particular delivery requirements and order specifications, you will not be entitled to cancel the whole or part of your order, or claim compensation by reason of our failure to comply with your delivery

requirements or minor variances to the goods as a result of changes to the manufacturing process or specifications.

- 3.5 **Freight** - All freight, including fees and surcharges as applicable, is charged accordingly.
- 3.6 **Backorders** – On the occasion that Interknit Pty Ltd is unable to sufficiently supply an order; the customer will be notified as to whether we ship partially what is available and backorder the balance of the order. Freight charges will apply for backorders.

4. Reservation of Title

- 4.1 You acknowledge that the ownership of goods delivered by us to you ("the goods") is only transferred to you when you have paid all sums owing to us on any account whatsoever and until such time we have the right to call for or recover all goods at our option (for which purpose our employees or agents may enter your premises) and you are obliged to deliver up the goods if so directed by us.
- 4.2 You agree to keep the goods in fiduciary capacity for us until such time as ownership is transferred to you.
- 4.3 Notwithstanding the foregoing, you may sell the goods to a third party in the ordinary course of business.

5. Risk

- 5.1 Notwithstanding the provisions of Clause 4, you accept all risk of loss and damage to the goods, whether caused by you or not, following delivery.

6. Return of goods

- 6.1 We will not accept returns for credit without prior authorisation, please contact our office.
- 6.2 We accept claims for manufacturer's faults only. Contact our office, we will repair, replace or issue a credit.
- 6.3 We will only accept returns within 7 days from receipt of goods.
- 6.4 Any goods which you return for credit will only be accepted if they are in the original packaging, in pristine order and condition and accompanied by documentation showing: your company name, address and account number, our invoice number, reason for return, our authorisation number if given.
- 6.5 If we authorise the return of goods, the goods must be carried by our nominated carrier, at normal rates.

7. Withholding supply

- 7.1 We reserve the right, irrespective of whether or not an order has been accepted and without notice to you, to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such action where:
 - (a) we have insufficient goods to fulfil your order, or the goods have been discontinued;
 - (b) we have determined, in our absolute discretion that credit should no longer be extended to you.

8. Minimum Order

- 8.1 We reserve the right to specify the minimum order quantity and/or value which we shall accept from time to time and to impose a surcharge should you require delivery of goods less than the minimum order quantity and/or value.
- 8.2 Currently there is no minimum order for stock service goods but there is a minimum of 12 units for made to order garments.

9. Modification of labels

- 9.1 You may not, without our written consent, alter, remove or obliterate any labels which we attach to the goods.

10. Limitation of Liability

- 10.1 We exclude all statutory or implied conditions and warranties to the extent permitted by the law.
- 10.2 To the extent permitted by law, we limit our liability under any condition or warranty which cannot be legally excluded to:
 - (a) the replacement or repair of the goods or the supply of equivalent goods; or
 - (b) the payment of the costs of replacing or repairing the goods or of acquiring equivalent goods

11. Claims

- 11.1 Any claims by you for short delivery must be made within 7 days of receipt of the delivery;

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