

# CREDIT APPLICATION

## AVIVA & MANN OPTICAL GROUP

5—7 GLASSFORD ROAD, KEWDALE WESTERN AUSTRALIA 6105  
PO BOX 308 CLOVERDALE WESTERN AUSTRALIA 6985  
Aviva & Mann Optical Group  
PHONE 08 9353 0400 FAX 08 9353 5746

### BUSINESS STRUCTURE (Tick Box)

SOLE TRADER	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	COMPANY	<input type="checkbox"/>	TRUST	<input type="checkbox"/>
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### APPLICANT DETAILS

NAME OF APPLICANT	
TRADING NAME OF BUSINESS	
REGISTERED OFFICE	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
ABN	
DELIVERY ADDRESS FOR STOCK	
E-MAIL ADDRESS	

### DIRECTORS/PARTNERS OF APPLICANT DETAILS Please Complete Information Below for All Individuals

1. FULL NAME			
PRIVATE ADDRESS			
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO	
2. FULL NAME			
PRIVATE ADDRESS			
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO	

### APPLICANT'S BANKERS

NAME	
BRANCH ADDRESS	

**CREDIT APPLICATION  
AVIVA & MANN OPTICAL GROUP**

Person responsible for purchases — Name:.....

Phone: ..... Fax: ..... Email: .....

Person responsible for accounts — Name: .....

Phone: ..... Fax: ..... Email: .....

**Preferred Method of Payment**    EFT(  )    Cheque (  )    Credit Card\* (  ) \*surcharges apply

**Bank Details**

Aviva Brand Group — Bank: Westpac    BSB: 036 000    Account No: 874 765

**Guarantee by Directors**

I/We being duly authorised Directors of the Applicant having applied for a credit account with the Supplier agree on behalf of myself/ourselves and the Applicant to the trading terms and conditions set out below and guarantee the due performance by the Applicant of those terms and conditions and the payment of any monies due or payable by the Applicant to the Supplier.

Signature ..... Date:.....

Directors Name: .....

Signature ..... Date:.....

Directors Name: .....

Witnessed by: ..... Date.....

Name (please print) .....

**Terms and conditions of Sale of Goods by Aviva Pty Ltd**

**1. Definitions**

1.1 In these terms and conditions:

- (1) **Buyer** means the person, firm or corporation specified in the application form attached hereto, being the entity purchasing the goods from Aviva & Mann Optical Group upon these terms and conditions; and
- (2) **Aviva & Mann Optical Group** means Aviva Pty Ltd ABN 60 009 467 752;
- (3) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations. Unless GST is expressly included, the consideration expressed to be payable under these terms and conditions for any taxable supply made under these terms and conditions (including the price at which the goods are sold) does not include GST an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply.

SIGNATURE: \_\_\_\_\_  
(Company Director) (date)

# **CREDIT APPLICATION AVIVA & MANN OPTICAL GROUP**

## **2. General—Credit Facilities**

- 2.1 This credit arrangement regulates the way Aviva & Mann Optical Group will sell and deliver the Goods to the Buyer upon acceptance of the Applicant's order for those goods. The Buyer must comply with the terms and conditions of this agreement in relation to supplies of the Goods made on credit by Aviva & Mann Optical Group to the Buyer.
- 2.2 The Buyer is not entitled to any credit facilities from Aviva & Mann Optical Group until it receives a written notice (email or post) from Aviva & Mann Optical Group that the credit facilities established by this Agreement have been granted.
- 2.3 The Buyer agrees that Aviva & Mann Optical Group is authorised to contact any appropriate third parties or credit agencies to verify the accuracy of the information in this Application for Credit and to retain any information obtained for its records.

## **3. Price**

- 3.1 Aviva & Mann Optical Group reserves the right to accept or reject in its absolute discretion any orders which may be received by it.
- 3.2 The prices shown in any price list supplied by Aviva & Mann Optical Group are (except where Aviva & Mann Optical Group accepts an order from the Buyer) subject to alteration without notice.

## **4. Delivery**

- 4.1 Goods supplied by Aviva & Mann Optical Group to the Buyer are at the Buyer's risk immediately on delivery to the Buyer or into the Buyer's custody (whichever is the sooner).
- 4.2 Delivery shall be at the Buyer's store (or such other locations nominated by the Buyer with Aviva & Mann Optical Group's agreement). The cost of the Goods delivered by overnight transport, air freight, or other special delivery, must be paid by the Buyer at the same time as, and in addition to, the price.
- 4.3 If Aviva & Mann Optical Group is unable to supply part of the Buyer's order, backordered goods will not be charged delivery. All other backorders, these terms and conditions continue to apply to the goods supplied.
- 4.4 The Buyer must inspect the Goods immediately upon delivery and must within 7 days after the date of inspection give notice to Aviva & Mann Optical Group, with particulars, of any claim that the Goods are not in accordance with the contract. If the Buyer fails to give that notice, then to the extent permitted by statute the Goods must be treated as having been accepted by the Buyer and the Buyer must pay for the Goods in accordance with the provisions of these terms and conditions.

## **5. Payment**

- 5.1 Payment for goods sold by Aviva & Mann Optical Group to the Buyer must be tendered no later than the expiration of the calendar month following the month of sale.
- 5.2 Payment by a cheque (bank or otherwise) or other negotiable instrument is tendered – on the date upon which the cheque or other negotiable instrument is negotiated and cleared by Aviva & Mann Optical Group bankers.
- 5.3 Time is of the essence in respect of the Buyer's obligation to make payment for goods sold by Aviva & Mann Optical Group to the Buyer.
- 5.4 If the Buyer defaults in making payment to Aviva & Mann Optical Group in accordance with these terms and conditions Aviva & Mann Optical Group may in its absolute discretion charge the Buyer interest calculated on the portion of the Buyer's account overdue at the rate of 2% per month from the date on which the default arose; and requires the Buyer to reimburse Aviva & Mann Optical Group for all collection costs including legal costs incurred by Aviva & Mann Optical Group.

SIGNATURE: \_\_\_\_\_

(Company Director)

(date)

**CREDIT APPLICATION**

# AVIVA & MANN OPTICAL GROUP

## 6. Returns

- 6.1 The Buyer must not return any goods which the Buyer claims are not in accordance with the contract (whether or not the Goods are treated as accepted by the Buyer pursuant to clause 4.4) unless Aviva & Mann Optical Group has first issued an authorisation number for approval of their return. The return of the Goods must then be with the freight prepaid by the Buyer. Aviva & Mann Optical Group will not take responsibility for returned items lost or damaged in transit.
- 6.2 If Aviva & Mann Optical Group has issued an approval to the return of the Goods treated as otherwise accepted under clause 4.4:
- (1) Aviva & Mann Optical Group will only give credit for the Goods returned if they are in a strictly saleable condition (unless the Goods received by the Buyer in the first instance were damaged) ; and
  - (2) Aviva & Mann Optical Group will charge an administration fee of \$3.00 + GST for items returned that are sent out on patient approval. The Goods must be returned before or on the due date or a \$20 restocking fee will be charged. Only items of \$20 or more can be issued on patient approval.
- 6.3 If Aviva & Mann Optical Group has given an authorisation for the return of goods which are not treated as accepted by the Buyer under clause 4.4 Aviva & Mann Optical Group must refund the freight and cartage to the Buyer if the Buyer's claim that the goods are not in accordance with the contract is found to be valid.
- 6.4 The Buyer must provide all details pertaining to the Goods in all correspondence with Aviva & Mann Optical Group and any claims relating to the goods after their delivery.
- 6.5 When the Buyer receives a written recommendation as to the correct use or application of the Goods the onus is on the Buyer to follow the procedures recommended.

## 7. Exclusions and Indemnity

- 7.1 The only conditions and warranties which are binding on Aviva & Mann Optical Group in respect of the state, quality or condition of the goods supplied by it to the Buyer are those imposed and required to be binding by statute (including the Australian Competition and Consumer Act 2010).
- 7.2 To the extent permitted by statute the liability, if any, of Aviva & Mann Optical Group arising from the breach of the conditions or warranties referred to in clause 9.1 is, at Aviva & Mann Optical Group's option, limited to and completely discharged by either the supply by Aviva & Mann Optical Group of equivalent goods or the replacement by Aviva & Mann Optical Group of the goods supplied to the Buyer.

## 8. Governing law and jurisdiction

- 8.1 The law of Western Australia governs these terms and conditions.

**Please indicate if you are a member of a buying group:** YES, I am a member of: .....

**Signature:**.....

**Please complete all pages and return to Aviva & Mann Optical Group.**