



FORZA ITALIA (MELBOURNE) PTY LTD

ATF Melbourne Retail Trust

ACN: 139 518 102 ABN: 95360011296

204 LYGON STREET

CARLTON VIC 3053

T 03 9654 6660

F 03 9654 6664

E info@forzaitalia.com.au

SCHOOL/LIBRARY ACCOUNT APPLICATION

SCHOOL/LIBRARY DETAILS

COMPANY NAME: _____ ABN _____

POSTAL ADDRESS: _____

_____ POST CODE: _____

DELIVERY ADDRESS: _____

_____ POST CODE: _____

TELEPHONE NO: _____ FAX NO _____

CONTACT PERSON: _____

POSITION: _____ TELEPHONE: _____

EMAIL: _____

We, the undersigned, hereby agree that we have read each and every one of the Terms of Supply and hereby acknowledge our agreement to be bound by such terms and we further certify that the information submitted by ourselves in the Credit Application date the _____ day of _____ is true and correct and that we are authorised by the company to sign its application.

Signed for and on Behalf of: _____

(Print Name of Authorised Person)

Signature: Authorised Person

Standard Terms & Conditions of Forza Italia Melbourne Pty Ltd

1. HOW TO ORDER

Place your order by mail, phone, fax, online or email to:

Forza Italia Melbourne

Ground Floor, 204 Lygon St, Carlton VIC 3053

Telephone: 03 9654 6660

Fax: 03 9654 6664

Email: info@forzaitalia.com.au

Placement of an order on Forza Italia Melbourne Pty Ltd by the purchasers shall be deemed as acceptance of Forza Italia Melbourne Pty Ltd' terms and conditions. Orders are accepted for shipment and delivery subject to the purchaser's account being current and within its credit limit.

Any written order, received after placement by telephone or fax, which is not marked "CONFIRMATION" will be regarded as an original order and processed accordingly.

2. PRICING

Products shall be sold at the quoted price or current price list in effect on the date of receipt of the order. Prices are quoted in Australian dollars and include GST. All prices are subject to change without notice. Price quotations remain valid for 30 days after which time they will need to be renegotiated.

3. DELIVERY

The customer shall inspect the goods upon delivery and shall within 7 days from the date of inspection give written notice to Forza Italia of any matter or reason why the goods are not in accordance with the contract of sale. External damages or shortages, at time of delivery, must be noted on the carriers' delivery receipt and the driver must countersign the notation. Concealed damage must be reported in writing to Forza Italia.

4. RETURNS & CREDIT POLICY

No goods will be accepted for return without prior authorisation from Forza Italia Melbourne Pty Ltd.

Returned goods must be returned in original condition and undamaged in anyway.

Before authorisation for return will be issued, full particulars must be provided to Forza Italia in writing including item description, quantities, invoice number, and reason for return. All return claims must be made within 7 days of invoice date.

5. TERMS OF PAYMENT

Payment of goods shall be strictly 30 days from date of invoice, unless otherwise agreed by Forza Italia Melbourne Pty Ltd in writing. Customers deemed to have an unsatisfactory payment record would be placed on stop credit or on a COD (Cash on Delivery) basis. Payment options include cheque/Electronic Funds Transfer/credit card.

6. The Title to and property in the goods will not pass from Forza Italia Melbourne Pty Ltd to the customer until the customer has paid the contract price in full (other than the costs of any independent courier) to Forza Italia Melbourne Pty Ltd in accordance with these conditions. Until then, the customer must possess the goods as a trustee, and must not resell or transfer possession of the goods.

If the customer:

- a) Fails to pay the contract price in full when due;
- b) Pays for the goods by cheque (in whole or in part) and that cheque is not met on presentation;
- c) Commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in section 9 of the Corporations Law; or
- d) Has a controller appointed, as defined in section 9 of the Corporations Law, in respect of any of the customer's property;

Forza Italia Melbourne Pty Ltd may:

- i) enter onto the premises where the goods are situated and
- ii) repossess the goods, notwithstanding that the goods may have been affixed to any structure by Forza Italia Melbourne Pty Ltd or the customer, and if necessary for that purpose, may sever the goods from any structure to which they may have been affected.

The customer must also indemnify and keep Forza Italia Melbourne Pty Ltd indemnified against, and pay to Forza Italia Melbourne Pty Ltd, all expenses, losses and damages incurred or sustained by Forza Italia Melbourne Pty Ltd as a result of, or in relation to Forza Italia Melbourne Pty Ltd exercising its rights under:

- i) this clause;
- ii) under any other term, express or implied, of these conditions; or
- iii) otherwise at law or in equity, and any bank or other costs, charges or expenses incurred by Forza Italia Melbourne Pty Ltd resulting from any customer's cheque not being met on presentation.

7. NEW ACCOUNT APPLICATION

All new customers must complete a "New Account Application form" which requires full company details and three trade references. Once the account has been approved a customer number will be allocated. Until the account is opened, orders will be processed on COD (cash on delivery) basis.
