

TERMS AND CONDITIONS OF TRADING

1. **General**

These terms and conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services will be supplied by All Green Nursery & Garden Supplies on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions.
2. **Payment**

The Customer agrees to comply with the trading terms of All Green Nursery & Garden Supplies and payment for goods to All Green Nursery & Garden Supplies thirty (30) days after the month in which the goods were purchased.

 - (i) Once payment is made a remittance is to be sent to accounts@allgreen.com.au
 - (ii) If the Customer does not comply with the agreed terms of payment All Green Nursery & Garden Supplies shall have the right to impose a late payment fee. For late payment fees and other charges see item 3 in the Terms and Conditions of Trading.
3. **Fees**

It is agreed that if the Customer makes payment by the first day of the month when payment is due no late payment fee will apply. If the customer does not make payment by the 5th day of the month when payment is past due then All Green Nursery & Garden Supplies shall have the right to impose a late payment charge of 0.06% per day to any amount outstanding for more than thirty (30) days from the date of the invoice.

 - (i) All Green Nursery & Garden Supplies reserves the right to on charge any card surcharge fee/s incurred from their bank to their customer. The amount of the fee/s will vary depending of the current fee/s rate applicable. Current fee rate charges can be obtained from the Accounts Department by emailing accounts@allgreen.com.au or calling 9749 1688, option 3.
 - (ii) All Green Nursery & Garden Supplies Accounts Department run an electronic mailing system (paperless) for all communication including invoices, statements and monthly newsletters and therefore reserve the right to charge an Administration Fee of \$5.00 per month for all handling costs towards accounts that do not comply with these terms.
4. **Claims**
 - (i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies All Green Nursery & Garden Supplies in writing of its claim within 7 days of receipt of the goods.
 - (ii) No return of allegedly defective or faulty goods will be accepted by All Green Nursery & Garden Supplies unless the Company has given prior written authorisation for the return.
5. **Warranty**

All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by All Green Nursery & Garden Supplies as to quality, fitness for purpose or any other matter and hereby excluded except in so far as any such warranties are incapable of exclusion at law.
6. **Freight Costs**

All Green Nursery & Garden Supplies shall not be liable for freight costs on goods returned to it by the Customer.
7. **Costs**

Should payment remain outstanding beyond All Green Nursery & Garden Supplies payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by All Green Nursery & Garden Supplies in recovering the amount outstanding.
8. **Caveat**

The seller is entitled to request from the Applicant security to secure any credit facilities provided to the Applicant. The seller, for the purpose of securing any credit facilities provided to the Applicant, needs to take charge over all real and personal property owned by the Applicant for an amount equal to any amount that the Applicant owes the Seller from time to time under the credit facilities or otherwise, and the Applicant will execute any necessary documents for this purpose.

9. **Change of Ownership**
The customer agrees to notify All Green Nursery & Garden Supplies in writing of any change of ownership of the customer within 7 days from the date of such a change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify All Green Nursery & Garden Supplies of any change.
10. **Cancellation**
In the event that All Green Nursery & Garden Supplies accepts the cancellation of any order placed with it All Green Nursery & Garden Supplies shall be entitled to charge a reasonable fee for any work done on behalf of All Green Nursery & Garden Supplies to the date of cancellation including a fee for the processing and acceptance of the Customer's order, request for cancellation and a return to yard fee.
11. **Lien**
The Customer hereby acknowledges that All Green Nursery & Garden Supplies has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.
12. **Title to Goods**
 - (i) Notwithstanding anything to the contrary express or implied, ownership of the goods shall remain with All Green Nursery & Garden Supplies and shall not pass to the Customer until All Green Nursery & Garden Supplies has received payment in full for the goods and the Customer has discharged in full all its accounts with All Green Nursery & Garden Supplies.
 - (ii) If payment is made by the Customer by way of cheque ownership shall not pass to the Customer until the cheque has been honoured.
 - (iii) Until the goods are paid for in full the Customer shall hold the goods as a Trustee for the Seller.
 - (iv) In the event that the Customer fails to pay All Green Nursery & Garden Supplies for the goods by the due date required for payment under All Green Nursery & Garden Supplies terms of trade, the Customer (without prejudice to All Green Nursery & Garden Supplies rights as an unpaid Creditor or any of its other rights and remedies to retake possession of the Company's goods from the Purchaser) hereby agrees to deliver up the goods to All Green Nursery & Garden Supplies upon demand by All Green Nursery & Garden Supplies and consents to All Green Nursery & Garden Supplies retaking possession of the goods which remain unpaid.
 - (v) The parties acknowledge that by supplying or accepting goods on the terms herein specified, it is not intended to create a charge, mortgage or other security interest over any of the goods supplied.
13. **Power to Sell Goods**
Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for All Green Nursery & Garden Supplies until All Green Nursery & Garden Supplies has received payment in full for the goods.
14. **Certificate**
A Certificate signed by an officer of All Green Nursery & Garden Supplies will be prima facie evidence of the Customer's liability to All Green Nursery & Garden Supplies at the date of the Certificate.
15. **Jurisdiction**
The proper law of all contracts arising between All Green Nursery & Gardens Supplies and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Melbourne.





APPLICATION FOR A 30 DAY TRADING ACCOUNT

Registered Name of Applicant:

.....
Trading Name of Applicant:

.....
ABN /ACN or Business Name Registration Number

.....
Type of Entity: Sole Trader () Partnership () Company () Trust ()

.....
Business Trading Address:

.....
Phone: Fax: Email:

.....
Postal Address:

.....
Phone: Fax: Email:

.....
Business Registered Address:

.....
Phone: Fax: Email:

.....
Nature of Business: Date Established:

.....
Credit Limit Request \$: Order Numbers Required: YES / NO

.....
Previous Trading Name/s (if applicable):

.....

Directors / Partners - Proprietors

Name: Address: DOB:

1.

2.

3.

.....
Accounts Contact: Phone: Account Email Address:

.....

All 30 day account communication will be completed **ONLY** electronically. Failure to provide a current email address may incur a fee to cover postage costs (see terms & conditions section 3).



Bank Name & Address:

Accountant Name & Address:

BUSINESS REFERENCES (no mobile phone numbers accepted)

1. Name: Ph: Email:

Address:

2. Name: Ph: Email:

Address:

3. Name: Ph: Email:

Address:

DECLARATION

The applicant requests All Green Nursery & Garden Supplies to open an account on the basis of All Green Nursery & Garden Supplies standard Terms and Conditions of Trading and agrees to be bound by such Terms and Conditions. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Seller to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant.

Signature of person signing on behalf of applicant Print Name Position Date

PAYMENT TERMS: Payments must be made within 30 days end of month. A default charge of 0.06% per day may be applied for late payment

DECLARATION

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AUTHORISATION OF PERSONNEL TO BOOK UP ON ACCOUNT

Account Name:

.....
I (Account Owner/Director/Manager) authorise the following people to book up to the account.
.....

AUTHORISED PERSONNEL NAMES

.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:
.Name:	Contact #: Email:



PRIVACY ACTS CONSENTS

The Applicant named below hereby gives it / his / her consent to All Green Nursery & Garden Supplies to the following matters required under the Privacy Act.

- (A) **ALL GREEN NURSERY & GARDEN SUPPLIES MAY DISCLOSE CERTAIN CREDIT INFORMATION TO A CREDIT REPORTING AGENCY**
That All Green Nursery & Garden Supplies may disclose the information contained in this Application and arising out of the operation of the Account to a Credit Report Agency in accordance with the provisions of the Privacy Act 1998 (as amended) including without limitation the fact that an Account has been applied for and the amount of credit applied for, details of any payments which have become overdue for more than 60 days for which collection action has commenced, any cheques that have been written that have been dishonoured more than once, advice that payments are no longer overdue and that the credit that has been provided has been discharged.
- (B) **ALL GREEN NURSERY & GARDEN SUPPLIES MAY OBTAIN CERTAIN CREDIT INFORMATION**
All Green Nursery & Garden Supplies and any authorised agent under the Privacy Act are authorised for the purposes of assessing this Application and any later requests for credit and / or for the collection of overdue payments in respect of commercial credit which has been provided All Green Nursery & Garden Supplies to request and obtain a credit report containing personal credit information about the Applicant, and a report containing information about its / his / her commercial and consumer credit activities and credit worthiness from a Credit Reporting Agency and any financial institutions or credit providers named in this Application or whose names are included in a credit report about their credit worthiness.
- (c) All Green Nursery & Garden Supplies may exchange certain information with other credit providers that All Green Nursery & Garden Supplies may give and obtain from:
- (i) any credit providers named in the Application;
 - (ii) any authorised agent deemed to be a credit provider under the Privacy Act; and
 - (iii) any credit provider named in commercial credit report issued by a credit or commercial reporting agency about the Applicant's personal or commercial credit arrangements, credit worthiness and credit history for the purposes permitted under the Privacy Act.

The Applicant acknowledges that each of the above authorities and consents remain in force until any account facility granted by All Green Nursery & Garden Supplies is at an end and all sums owing in relation thereto have been paid in full.

.....
Signature of person signing on behalf of applicant Print Name Position Date

.....
Signature of person signing on behalf of applicant Print Name Position Date

.....
Signature of person signing on behalf of applicant Print Name Position Date





GUARANTEE

IN CONSIDERATION

Of

All Green Nursery & Garden Supplies

Agreeing to supply the following Company / Firm
("the Customer") **GOODIES ENTERPRISES PTY LTD**
With goods on credit

I/WE

("the Guarantor")

Of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to All Green Nursery & Garden Supplies by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by All Green Nursery & Garden Supplies of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by All Green Nursery & Garden Supplies of any breach by the customer of its obligations to All Green Nursery & Garden Supplies or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to All Green Nursery & Garden Supplies upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by All Green Nursery & Garden Supplies of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies All Green Nursery & Garden Supplies in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to All Green Nursery & Garden Supplies all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to All Green Nursery & Garden Supplies the Guarantors specifically authorise All Green Nursery & Garden Supplies to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to be taken by All Green Nursery & Garden Supplies may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the..... day of..... Year.....

SIGNED by the Guarantor..... Guarantor Name.....

in the presence of:.....

Witness' full name and address.....

.....

DATED the..... day of..... Year.....

Signed by the Guarantor..... Guarantor Name.....

in the presence of:.....

Witness' full name and address.....

.....

