

Customer Registration Form

1 Your Contact Details

School, Organisation or Department Name (include specific Branch or Unit) _____

Purchasing Contact Name _____ Position _____

Telephone _____ Facsimile _____

Postal address _____

Delivery address _____

Email address _____ Do you have Internet access? yes / no

Account Payment Contact Name _____ Position _____

Telephone _____ Facsimile _____

2 Your Purchasing Details

Expected average monthly value of purchases _____ Amount of credit required _____

Will you be ordering for other locations as well? yes / no Will you be shopping at SDS Express? yes / no

If yes, please attach a list of addresses to which goods may be delivered and indicate whether these locations are to be invoiced to your main account number or invoiced separately.

3 Your Organisation Details

ABN No. _____

Does your organisation receive government funding? yes / no *If yes, please attach a copy of the relevant documentation.*

4 Your Trade References

Please list three trade references *Please complete this section to avoid delays in processing your application.*

Name _____ Telephone _____

Address _____ Facsimile _____

Name _____ Telephone _____

Address _____ Facsimile _____

Name _____ Telephone _____

Address _____ Facsimile _____

5 Additional Organisation Information

Type of entity? Public Company / Private Company / Trustee Company / Partnership / Sole Trader / Not-for-Profit Organisation / Other

What services do you provide for or on behalf of government?

Registered Name _____ ACN (if applicable) _____

Registered Address _____

Date of commencement of business _____ Do you own your business premises? yes / no

Directors or Partners

Director / Partner 1 _____ Address _____

Director / Partner 2 _____ Address _____

Accountants or Auditors

Name _____ Organisation/Branch _____

6 Declaration and Signatures

- I/We apply to open a credit ledger account and provide the above information in support of this application.
- I/We acknowledge receipt of and agree to be bound by the Customer Order Terms.
- I/We understand the normal Customer Order Terms are strictly 30 days from date of invoice.
- I/We understand credit may be withdrawn at any time.
- I/We consent to SDS obtaining credit references from credit providers named in this application and from other sources.

Organisation Representative with Appropriate Financial Delegation

Name _____ Signature _____

Position _____ Date _____

Complete the following only if applicable for Directors / Partners / Guarantors

Name _____ Signature _____

Position _____ Date _____

Name _____ Signature _____

Position _____ Date _____



SDS

Queensland Government

Department of Public Works

These terms apply to all products you buy from us. You cannot vary these terms without our written approval. All references to "us", "we", "our" etc, refer to SDS. All references to "you", "your" etc refer to the customer placing the order and its representatives and if more than one, each of them jointly and severally. All references to "products" refer to the products you have ordered for purchase from us. We reserve the right to update our Customer Order Terms from time to time without prior or written notification. You are responsible for reviewing the most current version of these terms and conditions on www.sdsonline.qld.gov.au

1. ORDERS

1.1 Prevailing Terms. We will not be bound by your order until we accept it, which we may do by delivering the products to you. If the terms of your order differ from these terms, these terms will prevail.

1.2 Order Form. You are responsible for checking the accuracy of prices of products in your order and that your order sets out all products you require. We take no responsibility for any omissions or errors in the description of products or the prices set out in the order.

1.3 Method of Ordering – non furniture items. You may make a non-furniture order by contacting us in writing, by facsimile, by phone, by the internet or at SDS Express, Mineral House, 41 George St, Brisbane, 4000.

1.4 Method of Ordering – furniture. You may only make a furniture order by contacting us in writing, by facsimile or by the internet. Purchases may also be made at SDS Express, Mineral House, 41 George St, Brisbane, 4000.

2. PRICE

2.1 Variation. Prices listed in our current printed product catalogue are for guidance only. The most up to date prices for all items can be viewed online at www.sdsonline.qld.gov.au. We reserve the right to vary prices from time to time and at any time prior to accepting your order without prior or written notification. Prices at SDS Express may vary from those in the printed product catalogue or on SDS Online.

2.2 Amount. Subject to clause 2.4, you will pay us according to the applicable prices at the date of order.

2.3 Payment on Delivery. We will invoice you on delivery and you must then pay us within 30 days from the date on the invoice, otherwise we may charge you interest at 2% per month on any amount unpaid which will be calculated from the due date and capitalised monthly.

2.4 Change in Costs. If, in our sole opinion we cannot absorb any increase in costs (including without limitation production, freight, insurance or delivery) which arise after the date of your order but before delivery, we reserve the right to advise you of an increased price for the product, which will, on acceptance by you, become the varied price of the product.

2.5 GST. All prices invoiced are inclusive of any GST.

2.6 Methods of Payment. We accept payment by cash, electronic funds transfer, cheque or corporate and credit cards including MasterCard, Bankcard, Visa or American Express.

3. DELIVERY

3.1 Instructions. You must give delivery instructions in your order, and if possible, we will arrange for delivery in accordance with those instructions. If delivery cannot be made in accordance with your instructions, we will contact you to make alternative arrangements. You must ensure that someone is present to accept delivery of the products and the accompanying invoice on your behalf. As well as paying for the products, you will pay the carrier's costs of transporting the products from our warehouse according to your delivery instructions unless prior arrangements are made at the time you make your order. Where we have agreed to pay transport costs we reserve the right to select the carrier in all cases.

3.2 Timing Estimates Only. The times that we quote for supply or delivery are estimates only. Delay in supply or delivery will not affect your obligation to accept or pay for the products.

3.3 Risk of Loss.

3.3.1 Where a carrier is nominated by you, you bear the risk of any deterioration, loss or damage to the products from the time they are delivered to that carrier.

3.3.2 Subject to clause 3.3.1, risk in the products passes to you on delivery.

3.4 Insurance. You are responsible for all insurance of the products in transit unless we otherwise agree in writing.

4. PRODUCT WARRANTY

4.1 Inspection on Delivery. You must inspect the products as soon as they are delivered and if you do not you will be deemed to accept the products.

4.2 Credit or Replacement.

4.2.1 Defective, damaged or missing products.

Subject to legislative requirements which cannot be altered by contract, we may, in our sole discretion, either replace defective, damaged or missing products or provide you with a refund or equivalent amount of credit provided that:

- (a) you notified us of the damage, defect or missing product:
 - (i) within 48hrs of delivery where the damage, defect or missing product is "obvious" ("obvious" means visible damage or defect and/or it is immediately apparent to the naked eye that products are missing or incorrect); or
 - (ii) within 7 working days of delivery where the damage, defect or missing product is not "obvious"; and
- (b) you allow us access to inspect the products and investigate the complaint where requested by us; and
- (c) the products are in the same condition as delivered at the time they are returned to us, otherwise, the products will be deemed to comply with your order and you will be bound to pay for them in accordance with these terms.

4.2.2 Standard products.

Furniture products that are correct, not defective and undamaged cannot be returned in any instances.

At our sole discretion if you wish to return a non-furniture product that is correct, not defective and undamaged, we may provide you with a refund or equivalent amount of credit. In all instances we reserve the right to charge a \$10 or 10% restocking fee, whichever is the greater amount of the returned product.

4.2.3 A special item is one that is manufactured, purchased or altered to meet the customer's specifications. Subject to your statutory rights under consumer protection laws which cannot be altered by contract, no refund can be given for special items.

4.2.4 A buy-in item is one that is not held in stock by SDS but is ordered from the standard stock held by a manufacturer or supplier and is identified by a "Truck" symbol in this printed catalogue. SDS may refuse the return of buy-in items if SDS is unable to return it to the supplier.

4.3 Approval and Procedure. After obtaining our approval, you may return the product to us and must comply with all reasonable directions that we give you.

4.4 Transportation Costs. SDS will only pay transportation costs for the return of products that are incorrect, defective or damaged and where you have complied with our directions given pursuant to clause 4.2.

5. LIABILITY

5.1 Limitation of Liability. Subject to legislative requirements which cannot be altered by contract and other product warranties set out in these terms:

- (a) we give no warranty in relation to the products sold to you, their quality, fitness for any purpose, their compliance with any description or sample or otherwise;

(b) our liability to you arising in any way in relation to the sale or delivery of products to you will be limited to replacing the product at no additional charge or giving you a credit equal to the price you paid, whichever we deem appropriate. In no case will our liability in relation to the sale or delivery of products to you extend to any direct, incidental or consequential damage to property, personal injury or loss of profit;

(c) all information contained in any of our publications represent generally the subject matter and price of the products but will not be taken as necessarily representing the products the subject of any order or the correct price and will not form part of any contract or agreement for supply.

5.2 Reliance. You acknowledge that you have not relied on and have not been induced to purchase the products based on any representation by us other than as expressly recorded in these terms.

6. PASSING OF TITLE

6.1 Title Passes on Full Payment. Title to the products will not pass to you until we receive your full unconditional payment for them.

6.2 Rights in Relation to Products. If we do not receive your full unconditional payment for the products, we may exercise a right under clause 7.1.

7. Default by You

7.1 Default. If you are in default under these terms or commit an act pursuant to which bankruptcy or insolvency proceedings may be commenced against you then:

- (a) we may enter your premises without liability for trespass or any resulting damage and retake possession of the products;
- (b) we may keep or resell any products repossessed pursuant to paragraph (a) above;
- (c) we may cancel deliveries to you;
- (d) payment of all monies which you owe to us will immediately become due and payable on demand;
- (e) we may vary the terms of payment or suspend or terminate any contract for the supply of products to you; and/or
- (f) in addition to any other lien which we may be entitled to, we will be entitled to a general lien on all money and property belonging to you and in your possession to the extent of the unpaid price of any products.

7.2 No Compensation. You are not entitled to any compensation in relation to any action which we take under sub clause 7.1.

8. GENERAL

8.1 Force Majeure. Without limiting any other provision of these terms, we will not be liable for any delays or loss or damage you suffer arising from any cause beyond our control. This includes but is not limited to delays in transportation, handling or supply, accidents, fire, labour disputes, the requirements of any law or Government agency or other circumstance whether or not of a similar nature beyond our reasonable control, until that cause has ceased to have effect.

8.2 Time. With the exception of the time for delivery, time shall be of the essence.

8.3 Relevant Law. These terms will be construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

8.4 Waiver. The failure of either party to exercise any right under these terms will not waive that right, nor will any practice developed between the parties waive or lessen a party's respective rights under these terms.

8.5 Severance. If any provision of these terms is held to be invalid, illegal or unenforceable, it will be severed from these terms and the remaining provisions will not in any way be affected or impaired.

