

# **NOFFKES' RURAL**

## **REAL ESTATE & LIVESTOCK**

ABN: 45 939 358 070  
Email: [admin@noffkesrural.com.au](mailto:admin@noffkesrural.com.au)  
Phone: (07) 4984 1225  
Fax: (07) 4984 1683

62 Eclipse Street  
PO Box 37  
Springsure Qld 4722

## **Credit Account Application**

### **Account Details**

|                        |              |
|------------------------|--------------|
| Business Name          |              |
| Trading Name           |              |
| ABN                    |              |
| Nature of Business     |              |
| Business Address       |              |
| Postal Address         |              |
| Telephone              |              |
| Fax                    |              |
| Mobile                 |              |
| Accounts Contact       |              |
| Accounts Email         |              |
| Credit Limit Requested |              |
| Account Send Method    | Email / Post |
| Property Name          |              |
| Tail Tag (PIC) Number  |              |

I/we (the customer) warrant that the information provided in this application is true and correct as at the date signed and I/we authorise Noffkes' Rural Real Estate & Livestock Pty Ltd to carry out credit checking as is considered necessary.

I/we request a commercial trading account to be opened with Noffkes' Rural Real Estate & Livestock Pty Ltd and accept the terms and conditions of trade and supply.

I/we will make payment of all amounts owing within the terms stated on invoices. If terms are not stated on invoice, I/we will make full payment **within 21 days following the end of the month** of the date on the invoice.

### **Details of all Business Partners/Directors**

|              |  |
|--------------|--|
| Full Name    |  |
| Phone Number |  |
| Address      |  |
| Signature    |  |
| Date         |  |



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|              |  |
|--------------|--|
| Full Name    |  |
| Phone Number |  |
| Address      |  |
| Signature    |  |
| Date         |  |

|              |  |
|--------------|--|
| Full Name    |  |
| Phone Number |  |
| Address      |  |
| Signature    |  |
| Date         |  |

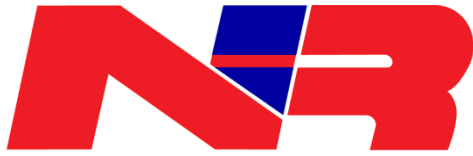
**Trade References**

A minimum of three references must be provided.

|               |  |
|---------------|--|
| Business Name |  |
| Contact Name  |  |
| Phone Number  |  |
| Email Address |  |

|               |  |
|---------------|--|
| Business Name |  |
| Contact Name  |  |
| Phone Number  |  |
| Email Address |  |

|               |  |
|---------------|--|
| Business Name |  |
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### **Terms & Conditions of Trade & Supply**

1. Unless otherwise agreed in writing by Noffkes' Rural Real Estate & Livestock Pty Ltd, the Customer agrees that it will be bound by these terms and conditions if the Customer places an order with the Noffkes' Rural Real Estate & Livestock Pty Ltd and it is accepted by Noffkes' Rural Real Estate & Livestock Pty Ltd. Noffkes' Rural Real Estate & Livestock Pty Ltd is not bound by any terms and conditions contained in any document issued by the Customer.

### **Orders, Quotations and Price**

2. Once an order has been accepted by Noffkes' Rural Real Estate & Livestock Pty Ltd, it cannot be cancelled by the Customer. The supply of goods or services is subject to availability. Noffkes' Rural Real Estate & Livestock Pty Ltd reserves the right to suspend or discontinue the supply of goods or services to the Customer. If Noffkes' Rural Real Estate & Livestock Pty Ltd is unable to supply all of the Customer's order, these terms and conditions continue to apply to any part of the order supplied.
3. Where a written quotation/estimate has been given by Noffkes' Rural Real Estate & Livestock Pty Ltd, the selling price is the price specified in the quotation/estimate. In any other case, Noffkes' Rural Real Estate & Livestock Pty Ltd's selling price is the price specified in the price list at date of despatch.
4. Unless otherwise stated, the selling price includes GST.
5. Noffkes' Rural Real Estate & Livestock Pty Ltd may at any time change its price list to reflect, among other things, changes in exchange rates or the imposition of any duties, levies or other taxes and the Customer is bound by those changes.
6. The Customer must accept any errors or omissions in invoicing and where applicable, the Customer must accept the amended pricing and pay the difference within the approved terms of trade.

### **Inspection, Acceptance and Returns, Refunds**

7. The Customer must inspect the goods or services immediately following delivery or completion of the services (as the case may be).
8. The Customer may only return goods with the prior approval of Noffkes' Rural Real Estate & Livestock Pty Ltd and within 30 days of the date of delivery in resaleable condition, and, where appropriate, in the original packaging. A reasonable handling fee for any returned goods may be charged to the Customer.
9. Any claim that the goods or services are not in accordance with these terms and conditions (including if they are defective, damaged during delivery, are short delivered or services not as per contract) must be made at time of delivery/services provided or in writing to Noffkes' Rural Real Estate & Livestock Pty Ltd within 48 hours after delivery of the goods/completion of the services to the Customer. If the Customer fails to make a claim, then, to the extent permitted by Law, the goods or services are deemed to have been accepted by the Customer and the Customer must pay for the goods or services in accordance with these terms and conditions.
10. Noffkes' Rural Real Estate & Livestock Pty Ltd is not required to provide a refund or replacement if the Customer has a change of mind. The Customer can request a refund if there is a major problem with goods or services provided, including but not limited to:
  - a. A problem that would have stopped the Customer from purchasing if they had known about it.
  - b. Is unsafe.



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- c. Significantly different from the sample or description.
  - d. Doesn't do what Noffkes' Rural Real Estate & Livestock Pty Ltd advertised or what the Customer asked and cannot be easily fixed.
11. The Customer must provide Noffkes' Rural Real Estate & Livestock Pty Ltd with proof of purchase before a refund can be processed.

### **Payment**

12. Unless otherwise agreed, if the Customer has an approved credit account with Noffkes' Rural Real Estate & Livestock Pty Ltd, the Customer must pay for goods or services ordered by the Customer **within 21 days from the end of the month of invoicing.**
13. Where the Customer does not have a credit account with Noffkes' Rural Real Estate & Livestock Pty Ltd, goods and services must be paid for at time of delivery.
14. Time is of the essence in respect of the Customer's obligation to make payment for goods and services supplied by Noffkes' Rural Real Estate & Livestock Pty Ltd to the Customer.
15. If the Customer does not make payment by the due date or commits any other material breach of these terms and conditions, or an insolvency event in respect of the Customer arises or is reasonably suspected by Noffkes' Rural Real Estate & Livestock Pty Ltd, Noffkes' Rural Real Estate & Livestock Pty Ltd may (without limiting any other right or claim it may have against the Customer) do all or any of the following:
  - a. vary or withdraw any approved credit limit and/or terms of trade.
  - b. cancel or suspend any unfilled orders or cease providing the services.
  - c. terminate any contracts between Noffkes' Rural Real Estate & Livestock Pty Ltd and the Customer and demand immediate payment of any moneys due and outstanding under those contracts.
16. The Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set off or counter claim which the Customer may have or alleged to have or for any other reason whatsoever.
17. Should payment remain outstanding beyond Noffkes' Rural Real Estate & Livestock Pty Ltd's payment terms, the Customer agrees to pay interest on all amounts outstanding from the due date until the date of payment. Interest is calculated and charged at the Discretion of Noffkes' Rural Real Estate & Livestock Pty Ltd.