

**Registered Name:** \_\_\_\_\_ (the "Client")

**ABN Number:** \_\_\_\_\_ **ACN Number:** \_\_\_\_\_ **Date Established:** \_\_\_\_\_

**Trading or School Name:** \_\_\_\_\_

**Statement/Invoice Postal Address:** \_\_\_\_\_

 \_\_\_\_\_ **Post Code:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

All invoices and statements will be sent to email address above.

Accounts Department Contact Name: \_\_\_\_\_

Landline Phone: (0 ) \_\_\_\_\_ Fax: (0 ) \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Delivery Instructions: \_\_\_\_\_

**Business Status:**  Limited Company  Sole Proprietor  Partnership/Trust  School  
 Government Funded Educational Institution  Other \_\_\_\_\_

**Business Activity:** \_\_\_\_\_ **No. of Employees:** \_\_\_\_\_

**Directors'/Proprietors' Names:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Date of Birth:** (for credit check) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Estimated Monthly Credit You Require** \$ \_\_\_\_\_ **Registered for GST:**  Yes  No

**Acceptance of Terms and Conditions of Trade**

I hereby apply to open a credit account with OfficeMax. I have read and fully understand OfficeMax's Terms and Conditions of Trade (see over) and agree to abide by them.

**Name of the person signing the application:** \_\_\_\_\_

Position held: \_\_\_\_\_

Signature (Authorised Signatory Only): \_\_\_\_\_ Date: \_\_\_\_\_

All electronic communications regarding the set up and use of a credit account are subject to the provisions of the Electronic Transaction Act 1999.

**Directors'/Proprietors' Guarantee**

In consideration of OfficeMax agreeing to supply the Client with goods on credit, I/we hereby jointly and severally agree with OfficeMax as follows:

- I/we hereby guarantee the due performance by the Client of the terms and conditions attached hereto and I/we hereby guarantee to you the payment of any moneys advanced by way of credit to the Client.
- This agreement shall be a continuing guarantee to OfficeMax for all debts whatsoever and whensoever contracted by the Client with OfficeMax, in respect of goods to be supplied to it.
- OfficeMax shall be at liberty without notice to me/us at any time and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the said Client and to accept payment from it in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/we were jointly liable with it to OfficeMax instead of being merely surety for it.
- I/we agree that OfficeMax may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as guarantor for credit applied for, or provided to, the Client. I accept the notice of disclosure in Clause 8.2 applies to me/us.

Guarantor Name \_\_\_\_\_ Witness name \_\_\_\_\_

Guarantor Date of Birth (for credit check) \_\_\_\_/\_\_\_\_/\_\_\_\_ Witness occupation \_\_\_\_\_

Guarantor Address \_\_\_\_\_ Witness Address \_\_\_\_\_

\_\_\_\_\_

Guarantor Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**Please complete and return to OfficeMax Australia Limited, Private Bag No.28, Mulgrave 3170 Phone 136 629 Fax 1800 022 824**
**OfficeMax Use Only** Client Number \_\_\_\_\_ Account Manager Code \_\_\_\_\_

**TERMS AND CONDITIONS OF TRADE**

These Terms and Conditions apply to all our sale of goods contracts. Any order placed with OfficeMax Australia Limited ABN 26 064 777 224 ("we", "our", "us" or "OfficeMax") constitutes your ("you" or "your") agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with us (including any order) are hereby objected to and will not bind us unless we agree in writing. No sales representative or agent is authorised by us to give any guarantee, warranty or representation in addition to, or contrary to these conditions. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

**1. SALE AND PURCHASE**

- 1.1. Your placement of an order with us ("Order") constitutes an offer by you to purchase goods from us on these terms. The Order is placed when it is submitted to us.
- 1.2. The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an e-mail stating this or displaying a confirmation on our website. Delivery of goods constitutes notice of our acceptance of the order.
- 1.3. If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.

**2. PRICE AND PRICE VARIATION**

- 2.1. The prices quoted in our price lists and advertising literature are for guidance only. Unless otherwise agreed in writing, the contract price of the Goods will be as stated in our price list(s) current on the day of delivery of the Goods. Prices do not include any delivery or administrative surcharges.
- 2.2. OfficeMax may adjust any price quoted from time to time and you agree to pay any such adjusted price to take account of variations in the cost to OfficeMax of carrying out the whole or any part of the contract arising from any of the following:
  - a) delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from you, your failure or inability to fulfill the obligations under the contract or any action or inaction by you or other circumstances beyond our control;
  - b) variation in the cost of OfficeMax acquiring the Goods, directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;
  - c) variations in the rates of, or the costs of complying with, all statutory, government or local government or governmental authority charges and obligations; or
  - d) any correction of errors or omissions on the part of OfficeMax or any of its representatives.
- 2.3. OfficeMax has the right to impose administrative fees for orders under certain dollar values.

**3. GOODS AND SERVICES TAX**

- 3.1. All goods are sold subject to goods & services tax (GST) unless the goods are classified as GST exempt.

**4. PAYMENT**

- 4.1. The purchase price will be paid to OfficeMax at its address by the end of the month following the month in which the invoice is dated. Payment will not be accepted by any means other than cash, cheque, EFT (electronic funds transfer) or direct debit.
- 4.2. If any account is in dispute, the undisputed portion of the account will be payable in accordance with the normal terms of payment as provided in Condition 4.1. Payment of the disputed portion may be withheld provided the matter is brought to OfficeMax's attention in writing setting out the particulars of the dispute and sent to OfficeMax within 14 days of the dispute arising.
- 4.3. We reserve the right to suspend the delivery of further goods if the terms of payment are not strictly adhered to by you.
- 4.4. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs will be paid by you providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

**5. DELIVERY**

- 5.1. We will deliver the Goods to the address stated in the Order or as agreed by us in writing. OfficeMax reserves the right to charge for delivery of the Goods at any time, notwithstanding that it may not have previously done so.
- 5.2. We will deliver the Goods by such carrier and such form of transport as we consider to be appropriate. When you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the Goods.
- 5.3. We will not be responsible for any part delivery or delay in delivery of the Goods. We will not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.
- 5.4. We will be entitled to charge for and recover from you on demand all costs or loss occasioned by:

## CREDIT ACCOUNT APPLICATION FORM

- a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;
- b) delay or interruption in the installation of Goods caused or contributed to by any act or omission on your behalf.

Any such costs or loss will include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

- 5.5. You agree to inform OfficeMax in writing within 30 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with OfficeMax for proof of delivery.

### 6. RETURN OF GOODS

- 6.1. The Goods come with guarantees under the Australian Consumer Law. Nothing in these Terms and Conditions excludes, restricts or modifies:

- a) the application of any provision of the Australian Consumer Law to the sale of the Goods; or
- b) the exercise by you of a right conferred by such a provision; or
- c) any liability of a person for failure by OfficeMax to comply with a guarantee that applies under the Australian Consumer Law to the sale of the Goods.

Subject to the above, all conditions and warranties, whether or not implied by law, are excluded from any contract for the sale of the Goods. Details of any manufacturer's warranty are included with the Goods.

- 6.2. Except where the Australian Consumer Law permits you to reject the Goods, OfficeMax will not accept the return of the Goods for credit or any other purpose unless OfficeMax agrees to accept the return of the Goods and advises a Return Advice Number prior to the return of Goods, in which case the remaining provisions of this Condition 6.2 and Conditions 6.3 and 6.4 will apply. Return of the Goods will only be accepted for credit within 14 days of delivery, unless due to our error. Return freight will be at our cost only when the error is on our part.
- 6.3. No returned Goods will be accepted by us (even if we agree to do so) if they have been tampered with by you or any other person and are not as new, if they are Goods sold on a non-return basis, or if they are not accompanied by the Return Advice Number referred to in Condition 6.2. Where goods are returned to us as above, they will be returned to you at your expense.
- 6.4. Receipt by us or by any of our agents or representatives of any Goods returned other than in accordance with Condition 6.2 or to which Condition 6.3 applies will not constitute nor be deemed to constitute our acceptance of the return of the Goods for credit or any other purpose.

### 7. TITLE AND RISK

- 7.1. Risk in the goods will pass to you at the time of delivery in accordance with Condition 5.
- 7.2. Irrespective of the time when risk in the goods will pass, passing of property and title in the Goods will be determined as follows:
- a) You hereby acknowledge that the property and title in the Goods will remain with OfficeMax until you have made payment in full of the Purchase Price and any other monies owing hereunder.
  - b) Pending payment in full of the Purchase Price and any other monies owing hereunder:
    - i) in the case of the Goods being of the kind classified by us as 'office machinery', 'office furniture' or 'computer hardware', the relationship between OfficeMax and you will be fiduciary, and you will hold the Goods as bailee for and on behalf of OfficeMax.
    - ii) you will in all cases retain the Goods upon your premises (within the State or Territory of Australia that supply is made) in a manner such that they are readily identifiable as our property, and
    - iii) you will not in any way deal with, part with possession or dispose or attempt to deal with, part with possession or dispose of the Goods.
  - c) In the event that you default in payment of the Purchase Price or any other monies owing hereunder or upon the occurrence of any of the events specified in Condition 8, OfficeMax and its employees or agents will have the right to enter your premises or any other premises where the Goods are known to be stored to repossess the goods, and for this purpose you will grant all reasonable access rights and OfficeMax will be entitled to do all things required to secure possession. Upon repossession of any of the goods OfficeMax will then be entitled, in its discretion, to resell the Goods to any third party in which case you will not have any action whatsoever against OfficeMax for breach of contract or otherwise.
  - d) If you sell or otherwise dispose of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, OfficeMax will be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to OfficeMax by you.
- 7.3. In addition to the payment of any other monies payable by you to OfficeMax under this agreement, we will be entitled to charge for and recover from you on demand all costs, loss or damage incurred by us in exercising any of our rights under Condition 7.2 above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

### 8. AUTHORISATION FOR AND NOTICE OF DISCLOSURE

- 8.1. You authorise OfficeMax to collect, retain and use information about you, including the information contained in this form and personal information for the following purposes only:
- Assessing your creditworthiness.
  - Disclosing to a third party details of this application and any subsequent dealings you may have with OfficeMax for the purpose of recovering amounts payable by you.
  - Marketing goods and services provided by OfficeMax.
- 8.2. Under section 18 of the Privacy Act 1988, OfficeMax is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency includes;
- Identity particulars.
  - The fact that you have applied for credit and the amount.
  - The fact that OfficeMax is a current credit provider to you.
  - Payments which become overdue by more than 60 days, and for which debt collection has commenced.
  - Advice that payments are no longer due.
  - Cheques drawn by you which have been dishonoured more than once.
  - In specified circumstances, that in the opinion of OfficeMax you have committed a serious credit infringement.
  - That credit provided to you by OfficeMax has been paid for or otherwise discharged.

**9. YOUR LIABILITY AND DEFAULT**

If you:

- fail to make any payment due under the contract or commit any other breach of any of your obligations under the contract; or
- suffer execution under any judgement; or
- commit an act of bankruptcy; or
- make any composition or arrangement with any creditor; or
- being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it,

OfficeMax (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract will immediately become due and payable. Any such termination will be without prejudice to any claim or right we may otherwise possess.

**10. LIMITATION OF LIABILITY**

10.1. Where the Goods or any services we supply under the Contract are not goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, then our liability (if any) for failure to comply with a guarantee under the Australian Consumer Law (other than, in respect of the Goods, a guarantee as to title, a guarantee as to undisturbed possession or a guarantee as to undisclosed securities, charges or encumbrances) is limited, so far as the Australian Consumer Law allows and at our option:

- in the case of the Goods, to repair or replace the Goods or supply of equivalent goods (or paying the cost of any of these); or
- in the case of any services supplied by us, to supplying the services again (or paying the cost of having the services supplied again).

**11. GOVERNING LAW**

The contract will be governed by the law of the State of Victoria and the Commonwealth of Australia.

**12. NO ASSIGNMENT**

You may not assign the Contract unless you have obtained our prior written consent to do so.

**13. SEVERENCE**

If any term of the Contract is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of the Contract, which will continue in full force and effect.

**14. NOTICES**

All notices under the Contract must be in writing. Notices can be given in person, by fax, by post or by e-mail, to an address or number detailed in the Order. If a notice is sent by post, it will be taken to have been received 3 business days after posting, unless in fact it is received earlier. Any changes to notice details must be notified in writing.

**15. VARIATION**

OfficeMax reserves the right to change these Terms and Conditions at any time.