



# AGREEMENT FOR THE SUPPLY OF GOODS

DATED: \_\_\_\_\_

## SCHEDULE 1 PARTIES:

### SUPPLIER

**GOLF IMPORTS PTY LTD (ABN 77 120 260 773)** of  
31-33 Saunders Street, North Geelong, VIC 3215  
Phone: 03 5277 3977  
Email: admin@golfimports.com.au ("**Supplier**")

### BUYER

Business Name \_\_\_\_\_ ABN \_\_\_\_\_

Name of Golf Club or Store \_\_\_\_\_

Business Address \_\_\_\_\_

Delivery Address (If different to Business Address) \_\_\_\_\_

Accounts Contact Name \_\_\_\_\_ Purchasing Officer Name \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

### DETAILS OF OWNER (If Sole Trader) OR PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

ID (Driver's Licence, Passport, etc.) \_\_\_\_\_ Date of Birth \_\_\_\_\_ ID (Driver's Licence, Passport, etc.) \_\_\_\_\_ Date of Birth \_\_\_\_\_

### BUSINESS DETAILS

Nature of Business \_\_\_\_\_ Years in Business \_\_\_\_\_

Website Address \_\_\_\_\_

Alternative Online Platforms \_\_\_\_\_

Address - Online sales will be dispatched from (If different to business address) \_\_\_\_\_

Estimated Monthly Purchases \_\_\_\_\_

### **Account Type:**

Account payable 30 days from end of the month following invoice  
Monthly Auto Charge: Yes No

Pre - Paid Account: must be paid prior to dispatch of goods

Credit Card Details for Pre-Paid Accounts OR Monthly Auto Charge:

Card No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp: \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Name Signature

## TERMS & CONDITIONS OF TRADE

### BACKGROUND

- A. The Supplier sells a range of golf clubs, golf equipment and golf related products.
- B. The Supplier and the Buyer have agreed that the Supplier will supply and the Buyer will purchase the goods described in this Agreement and Annexure 1 on the terms and conditions herein.
- C. The Guarantors (where applicable) have agreed to guarantee the obligations of the Buyer, including but not limited to the provision of payment, pursuant to the terms and conditions of this Agreement.

## TERMS AND CONDITIONS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement unless the context otherwise requires:

“**Agreement**” means this Agreement, including any schedule or Annexure attached or referred to in this Agreement or provided in that form in the future.

“**Annexure 1**” means any current or future Tax Invoice provided to the Buyer using this template or a substantively similar template will be bound by the terms and conditions of this Agreement and any terms contained in the Annexure itself.

“**Buyer**” means the buyer as referred to in Schedule 1.

“**the Buyer's Principal Place of Business**” means the address of the Buyer set out in the Schedule to this Agreement;

“**CIF**” means Cargo Insurance Freight.

“**Corporations Act**” means the Corporations Act 2009 (Cth)

“**Goods**” means the Goods supplied pursuant to this Agreement and described in Annexure 1 to this Agreement or any future Annexure 1's.

“**Guarantee and Indemnity**” has the meaning given to it pursuant to clause 8 of this Agreement.

“**Insolvency Event**” means the occurrence of any of the following:

- a person is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- a person has had a controller (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or
- a person is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement); or
- an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- a person is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- a person is the subject of an event described in section 459C(2) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject), or
- a person is otherwise unable to pay its debts when they fall due; or
- something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

“**Invoice Order**” means orders for Goods placed by the Buyer that the Supplier will invoice the Buyer for immediately upon the goods being dispatched from the suppliers warehouse..

“**Personal Property Security Register**” has the same meaning given to it in Chapter 5 of the PPSA. “**Price**” means the total price of the Goods (excluding GST) as stipulated in Annexure 1 to this Agreement. “**PPSA**” means the *Personal Property Securities Act 2009* (Cth) as amended from time to time.

“**Register**” and “**Registration**” mean registration or renewal of registration of the Security Interest on the Personal Property Security Register pursuant to Chapter 5 of the PPSA.

“**Resale Price**” is the price that the Buyer may resell Goods purchased from the Supplier for. “**Security Interest**” has the same meaning given to it in Section 12 of the PPSA.

“**Supplier**” means the supplier as referred to in Schedule.

“**Wholesale Price List**” means the document titled Wholesale Price List belonging to the Supplier and provided to the Buyer as amended from time to time.

#### 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- a reference to a word includes the singular and plural of the word and vice versa;
- a reference to a gender includes any gender;
- a term which refers to a natural person includes a company, partnership, an association or body corporate;
- headings are included for convenience only and do not effect interpretation;

- a reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;
- a reference to a statute or statutory provision includes such statute or statutory provision as amended, consolidated or replaced;
- a reference to a clause, schedule or annexure is a reference to an item of that type included in or attached to this Agreement or provided in that form in the future;
- a reference to a party or to the parties is a reference to a party, or the parties, to this Agreement;
- a covenant representation warranty or agreement by or between more than one person binds them jointly and severally;
- the obligations and liabilities imposed and the rights and benefits conferred upon the parties to this Agreement shall be binding upon and ensure in favour of each of the party's successors, substitutes (including persons substituted by novation) and permitted assigns.

### 2. PURCHASE OF GOODS

- The Supplier agrees to supply and the Buyer agrees to purchase the Goods for the Price and otherwise on the terms and conditions contained herein and in the attached or any future or further Annexure 1's provided.
- The Price shall be amended from time to time in accordance with the Wholesale Price List which is available to the Buyer from the Supplier upon request.

### 3. PAYMENT

- All amounts referred to are Australian Dollars unless otherwise specified.
- Any quotation for the supply of Goods provided to the Buyer prior to signing this Agreement are an estimate only and are not binding on the Supplier.
- Quotations and Prices are given exclusive of all taxes (including GST), duties and government charges levied in respect of the Goods except to the extent they are expressly included in the Price and the Buyer is responsible for payment of such taxes, duties and government charges.
- At the Suppliers discretion and set out in Annexure 1, the Supplier may invoice the Buyer for the Goods sold hereunder:
  - immediately upon dispatch of the Goods from the Supplier's warehouse if the order is an Invoice; or
  - at any time after this Agreement is executed by the parties if the Buyer:
    - defaults under this Agreement;
    - repudiates this Agreement, including purporting to cancel or otherwise avoid its obligations to purchase the Goods; or
    - an Insolvency Event occurs which affects the Buyer.
- the Buyer must remit payment of the Price to the Supplier:
  - if the Buyer receives an invoice pursuant to:
    - clause 3.4(a), on or before the 30th day of the month that the invoice is issued; or,
    - clause 3.4(b), immediately,
    - the terms set out in Annexure 1, then on those terms; and
  - by delivery to the Supplier of an unendorsed bank cheque or cheques in favour of the Supplier or payment of cleared funds into a bank account as directed by the Supplier or by way of money order, cash or credit card (Mastercard or Visa only).
- The Supplier may charge interest on overdue amounts at the rate provided in the Penalty Interests Rate Act 1983 (Vic), plus 2%, compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest.
- The Buyer will pay to the Supplier upon demand all costs and expenses incurred by the Supplier as a result of any delay in payment.
- In the event that the Buyer does not comply with the terms of this Agreement, the Supplier has the right to commence immediate action to recover any funds owed to the Supplier from the Buyer in addition to all costs incurred in doing so.
- The Buyer indemnifies the Supplier and its directors against all or any losses, damages, claims, actions, suits, proceedings, demands, costs and expenses for which the Supplier or its directors are or may be or become liable arising out of a default or repudiation of this Agreement by the Buyer.

### 4. DELIVERY OF GOODS

#### 4.1 Transportation

- The Supplier will deliver the Goods to the Buyer's Principal Place of Business by such method of transportation and using such carrier as determined in the Supplier's sole discretion.
- Each shipment is subject to a \$17.50 freight charge unless otherwise stipulated by the Supplier or as set out in the Wholesale Price List as amended from time to time.
- If shipment is made at the Buyer's request via a method other than which would normally be used by the Supplier, delivery will be made on a CIF basis to the Buyer's Principal Place of Business

- and the Buyer shall pay or reimburse to the Supplier the actual freight and any other charges incurred by the Supplier in forwarding the Goods.
- the Buyer shall have no right of action against the Supplier in respect of any loss sustained by reason of any delivery occasioned by delays in transit or delays caused by accidents, strikes or any other event or occurrence outside of the Supplier's reasonable control.

#### 4.2 Inspection

- The Buyer must inspect the Goods upon arrival and report any errors in shipment to the Supplier promptly.
- Visible damage and shortages must be reported to the carrier and to the Supplier within 24 hours after delivery .
- Concealed damage or shortages involving cartons received intact must be reported within 7 days after receipt.
- if the Buyer fails to notify the Supplier of any such defects, the shipment shall be deemed accepted.

#### 4.3 Failed Delivery

In the event that the Supplier receives notification from any shipping, courier or delivery company that delivery of the Goods to the Buyer has failed, the Supplier may, in their absolute discretion, pass on any delivery failure fee charged by the shipping, courier or delivery company to the Buyer by way of an additional invoice.

### 5. RETURN OF DEFECTIVE GOODS

The Buyer may, at its own expense with regard to shipping, return to the Supplier any Goods which are defective in materials or performance at the time of delivery and which defect the Buyer has notified the Supplier of pursuant to clause 4.2 for:

- repair;
- replacement; or
- allowance of a credit equal to the price paid by the Buyer in respect of the item of Goods which the Buyer is entitled to return; at the Supplier's option, however the Supplier reserves the right to inspect and require proof of the defect prior to accepting returns under this provision.

### 6. RISK AND TITLE

- Risk of loss or damage to the Goods passes to the Buyer at the time the Goods are dispatched, whether or not Supplier arranges delivery.
- Ownership of and Title to the Goods does not pass to the Buyer until the Buyer has paid the Supplier for the Goods in full and has paid the Supplier all other monies it owes to the Supplier, if any.

### 7. RESTRICTIONS ON GOODS

#### 7.1 On selling

- The Buyer is prohibited from selling any Goods received from the Supplier to any third party stockist or any person, company or other entity that is not a consumer as defined by the Australian Consumer Law, unless otherwise agreed in writing between the Parties.
- If the Buyer sell Goods to a person, company or entity that is not a consumer, and that person, company or entity, without the prior approval of the Supplier, represents themselves as a representative or authorised seller of a product, the Supplier shall be entitled to terminate this Agreement immediately upon providing written notice to the Buyer.
- The sale of Goods by the Buyer that is prohibited by Clause 7.1(a) applies to both online and in store sales.

#### 7.2 Importing and exporting of goods

- Unless otherwise agreed in writing between the Parties, the Buyer is prohibited from importing or exporting, either interstate or internationally, Goods received from the Supplier where those Goods are from a brand of which the Supplier is an authorised representative. A full list of the brands that the Supplier represents is available via the Supplier's website and is subject to change from time to time.
- The sale of Goods by the Buyer that is prohibited by Clause 7.2(a) applies to both online and in store sales.

#### 7.3 Manufacturer Suggested Retail Price

- The Buyer is prohibited from advertising the Resale Price of any Goods received from the Supplier if the Resale Price is less than the Manufacturer Suggested Retail Prices (“**MSRP**”) as set out in the Wholesale Price List of the Supplier, as amended from time to time, and provided to the Buyer.
- In the event that the Buyer advertises any Goods received from the Supplier, whether online or in store, at an amount less than the MSRP, the Buyer shall, immediately upon receiving notification from the Supplier, remove the advertisement of the Resale Price. (c) If the Buyer breaches Clause 7.3 the Supplier is entitled to recover from the Buyer a sum equal to the difference between the Resale Price listed by the Buyer and the MSRP for all sales made by the Buyer from the time of making the product

available for purchase and the time the Supplier provides notification to the Buyer.

#### 7.4 Damages

If the Buyer breaches any of the terms of this Clause 7, the Supplier reserves the right to bring this Agreement to an end immediately upon providing written notice to the Buyer without affecting any other rights that the Supplier may have against the Buyer, including seeking damages from the Buyer for any loss incurred by the Supplier as a result of the breach.

#### 8. PPSA

8.1 In this clause, PPSA means the Personal Property Securities Act 2009 (Cth). If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.

8.2 To secure the prompt payment of all amounts owed by the Buyer to the Supplier, the Buyer grants to the Supplier:

- (a) A purchase money security interest as defined under the PPSA over all items supplied by the Supplier to the Buyer where payment has not been made by the Buyer to the Supplier;
- (b) A security over all present and future property of the Buyer in relation to which the Buyer can be grantor of a security interest under the PPSA whether or not the Buyer has title to the property, including but not limited to all PPSA retention of title property (as defined under Section 51F of the Corporation Act); and
- (c) A fixed charge over all present and future property of the Buyer in relation to which the Buyer in relation to which the Buyer cannot be a grantor of a security interest under the PPSA, including any real property.

8.3 The Buyer agrees and acknowledges that the Supplier may, without limiting the Suppliers other rights under this Agreement or at law, lodge caveats over the Buyer's property and take any other action to secure and enforce the Supplier's security interest;

8.4 The Buyer agrees on demand, and irrevocably appoints the Supplier, each Director and Secretary of the Supplier and any receiver as the Buyer's agent and attorney, to execute any document, including without limitation, any mortgage or transfer, or undertake any act, at the Buyer's cost, that the Supplier consider necessary or desirable to:

- (a) secure the Supplier's security interest in a manner consistent with any document;
- (b) Assist in the completion, execution or exercise of any power under any document.

8.5 The security interest will immediately become enforceable if an event of default occurs, without the need for any demand or notice under a document in which event, the Supplier may, amongst other things, appoint a receiver to the secured property and fix the remuneration of the receiver or exercise any power exercisable by a receiver even if such a receiver has not been appointed;

8.7 To the extent permitted by Law:

- (a) the Buyer waives its rights to receive any notice under the PPSA or any other Law before or after the Supplier exercises any right, power or remedy; and
- (b) the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) or 137(3) of the PPSA; and
- (c) sections 142 and 143 of the PPSA are excluded.

#### 9. GUARANTEE AND INDEMNITY

9.1 If the Buyer is an Incorporated Entity:

- (a) the Director/s of the Incorporated Entity ("**the Guarantor/s**") will be required to provide a personal guarantee that the Buyer will satisfy all of its obligations pursuant to the terms and conditions of this Agreement and should the Buyer fail to meet any or all of these obligations the Guarantor will be held personally liable and the Supplier will have the right to recover any loss from the Guarantor as if they were the Buyer.
- (b) and there is a change in ownership and/or control of the Entity, an updated Deed of Guarantee is required to be signed by the incoming Director/s of the Entity prior to the Supplier providing any further Goods to the Buyer.

9.2 If the Buyer is an individual or a partnership:

- (a) if required by the Supplier, the Buyer will nominate a third party person ("**the Guarantor**") to provide a personal guarantee that the Buyer will satisfy all of its obligations pursuant to the terms and conditions of this Agreement and should the Buyer fail to meet any or all of these obligations the Guarantor will be held personally liable and the Supplier will have the right to recover any loss from the Guarantor as if they were the Buyer.

#### 10. REPRESENTATIONS AND WARRANTIES

10.1 The Supplier represents and warrants to the Buyer as follows:

- (a) the Supplier has legal capacity to enter into and perform its obligations under this Agreement;

(b) subject to clause 6 of this Agreement, the Supplier will pass good title of the Goods to the Buyer free of all encumbrances or interests of other persons;

(c) the Goods will be fit for the purpose for which they are purchased by the Buyer and will be of merchantable quality.

(d) All Goods remain subject to the terms of the individual manufacturer's warranty.

(e) Any claim under warranty specifically relating to golf clubs will be void, should it be found or determined that clubs have been used on driving range mats, synthetic surfaces or any other surface not ordinarily used in conjunction with the use of golf clubs.

(f) Any claim under warranty for any and all other Goods provided by the Supplier will be void should it be found or determined that those Goods have been used in a way that it is not ordinarily used and any damage or defect has occurred as a result.

10.2 The Buyer represents and warrants to the Supplier:

(a) the Buyer has legal capacity to enter into and perform its obligations under this Agreement.

(b) No Insolvency Event has occurred in relation to the Buyer and it is not aware of any circumstance which might result in an Insolvency Event occurring;

#### 11. GST

11.1 Terms used under this heading have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act 1999*.

11.2 If a party makes a taxable supply under this Agreement, except where this Agreement states otherwise, the amount payable by a party for the taxable supply is expressed as a GST exclusive amount.

11.3 The party liable to pay for a taxable supply to which this clause 10 applies must also pay the amount of any GST payable in respect of the taxable supply on the date on which payment for the taxable supply is due.

11.4 A party is not obliged under this clause 10 to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

11.5 Each party warrants that it is registered or will be registered for an Australian Business Number and for GST purposes at each time a taxable supply is made. Each party must continually indemnify the other for any loss it suffers as a result of the indemnifying party not being registered for an Australian Business Number and for GST purposes.

11.6 Each party must do everything reasonable to assist each other to comply with its GST obligations in relation to this Agreement.

#### 12. CANCELLATION OF ORDERS AND INVOICE

Any cancellation of an Invoice Order, whether initiated by the Supplier or the Buyer, will incur a 20% re-stocking fee payable by the Buyer.

#### 13. DISPUTE RESOLUTION

13.1 Any dispute arising in connection with this Agreement which persists for more than 14 days, can be referred by either Party to mediation in accordance with the rules for the conduct of commercial mediation for the time being of the Institute of Arbitrators and Mediators Australia. The parties will share the costs of mediation equally.

13.2 Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute arising in connection with this Agreement until resolution by mediation has been attempted.

13.3 If the dispute however is in relation to a non-payment by the Buyer to the Supplier then the above provisions do not need to be complied with and the Supplier may commence legal proceedings 14 days after providing a written demand to the Buyer should they fail to make payment.

#### 14. CONFIDENTIALITY

14.1 The Buyer and Supplier agree not to disclose or permit to be disclosed, whether directly or indirectly, to any other person, any of the terms of this agreement or the negotiations or correspondence leading up to the execution of this agreement, save that the disclosure may be:

- (a) for the purpose of obtaining legal or accounting advice or to a party's auditor;
- (b) required by law;
- (c) required by an insurer;
- (d) in respect of a breach of this agreement;
- (e) by the consent of all the parties in writing.

#### 15. GENERAL

15.1 This Agreement is governed by the laws of Victoria and the parties submit to the nonexclusive jurisdiction of the courts of Victoria any courts competent to hear appeals from those courts.

15.2 This Agreement may only be amended by a further agreement in writing executed by the parties.

15.3 A provision of or right created under this Agreement may not be waived:

- (a) except in writing signed by the party creating the waiver; or
- (b) varied except in writing executed by the parties.

15.4 If any provision of this Agreement shall be invalid and not enforceable in accordance with its terms such provision

shall be deemed to be deleted and all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provisions shall be, and continue to be, valid and enforceable in accordance with their terms.

15.5 The Buyer must not sub-contract or seek to assign any aspect of this Agreement to a third party without the Supplier's written permission (which cannot unreasonably be withheld).

15.6 If the Supplier permits subcontracting or an assignment, the Buyer:

(a) is not relieved from performance of this Agreement and will be liable for all acts and omissions of an assignee for the remaining period; and

(b) is required to provide the Supplier with a Deed of Assignment in relation to this Agreement.

15.7 Each party must at its own expense do everything reasonably necessary to give effect to this Agreement and the transaction contemplated by this Agreement.

15.8 This Agreement constitutes the entire agreement of the parties and supersedes all prior discussion and undertakings and agreements.

15.9 The parties agree that those clauses of this Agreement which are capable of having effect after termination will continue to have full force and effect and be capable of enforcement notwithstanding termination.

15.10 In any circumstance where the credit application of the Buyer is refused but Goods are still supplied the terms and conditions contained herein, are said to form the general terms and conditions of sale and will be enforceable in the event a transaction has taken place between the Supplier and the Buyer, notwithstanding whether this agreement remains unsigned by one or both parties.

15.11 This agreement is intended to form the terms and conditions under which all future orders, subsequent to the initial order and or application for Credit, are dealt with, unless otherwise agreed to between the parties or modified by the Supplier.

#### 16. NOTICES

16.1 Any notice required to be served by one party on the other party pursuant to this Agreement must be in writing and must be served by being:

- a left at the address for service of the party to be served;
- b sent by prepaid ordinary mail to the address for service of the party to be served;
- c sent by facsimile to the facsimile number for service of the party to be served;
- d sent by email to the email address of the party to be served

16.2 Service will be deemed to have been effected:

- (a) if delivered, at the time of delivery;
- (b) in the case of service by post 5 days after posting;
- (c) in the case of service by facsimile, when the party serving the notice has a completed transmission report indicating successful transmission of all pages to the correct facsimile number, and the party to be served has not advised incomplete or illegible transmission within 2 hours of transmission;
- (d) in the case of service by email, when the computer of the party serving the notice indicates that the message has been received and that it has not bounced.

16.3 The parties' addresses for service are as set out in this Agreement, or are such other addresses as may be notified in writing to the other after the date of this Agreement

#### 17. COUNTERPARTS

17.1 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

17.2 The parties may exchange counterparts by facsimile or by attaching a scanned copy of the counterpart to an e-mail transmission.

#### 18. ELECTRONIC SIGNATURES

This agreement may be signed electronically by either party and an electronic signature will be taken to be authentic and binding on either party provided it complies with the requirements of the Electronic Transactions Act (2000) as amended.

#### 19. LEGAL ADVICE

19.1 The parties acknowledge they have both had the opportunity to obtain legal advice prior to entering into this Agreement and failing to obtain advice does not invalidate this Agreement or its enforceability.

Please note that a larger print version of these terms and conditions is available from Golf Imports [www.golfimports.com.au](http://www.golfimports.com.au)

**TRADE REFERENCES**

\_\_\_\_\_  
Name of 1st Reference

\_\_\_\_\_  
Business Address of 1st Reference

\_\_\_\_\_  
Accounts Contact Name

\_\_\_\_\_  
Name of 2nd Reference

\_\_\_\_\_  
Business Address of 2nd Reference

\_\_\_\_\_  
Accounts Contact Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**AGREEMENT & CONSENT**

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE, the Internet Policy & Privacy Policy of Golf Imports Pty Ltd (found at [www.golfimports.com.au](http://www.golfimports.com.au)) which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein;

By providing the business references above, the Buyer agrees to the Supplier contacting those business references and consents to the release of any relevant, private or confidential information between the Supplier and the Business Reference in relation to the Buyer for the purposes of completing a reference check.

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

**WITNESS TO CUSTOMER'S SIGNATURE**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY**

**GUARANTOR 1**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Signature of Guarantor 1

\_\_\_\_\_  
Date

**GUARANTOR 2**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Signature of Guarantor 2

\_\_\_\_\_  
Date

**WITNESS TO GUARANTOR'S SIGNATURE**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

OFFICE USE ONLY				
PL	SD	VD	CL	AG
Authorised	DATE / /			

Annexure 1 – Golf Imports Tax Invoice



P.O Box 46  
NORTH GEELONG VIC  
3215  
03 52 77 39 77  
A.B.N. 77 120 260 773

# Tax Invoice

## 00193836

DATE 1/07/2021  
TERMS Net  
DUE DATE 1/07/2021  
YOUR NO. EXAMPLE  
SALESPERSON

**Bill To:**  
  
GOLF IMPORTS P/L  
Ph 03 52773977  
P.O Box 46  
NORTH GEELONG VIC 3215  
AUSTRALIA

**Ship To:**  
  
GOLF IMPORTS P/L  
31-33 Saunders St  
NORTH GEELONG VIC 3215  
AUSTRALIA

Qty	ITEM #	DESCRIPTION	PRICE	DISC	Amount
1	IZA43510	IZZO Tur Vu trainer - Links	\$150.00		\$150.00
3	CH87407	CHAMP Pro Soft II Golf & Club brush	\$7.15		\$21.45
5	IZC10061	Callaway Par Tee combo set	\$9.50		\$47.50
6	2GPCCWJ-60R-H2L-X02	Golf Pride CP2 Wrap - Jumbo	\$13.90		\$83.40
2	2GPBLP1-62R-L70-XA	Golf Pride Belly Putter B140	\$27.85		\$55.70

The goods delivered by the Supplier to the Buyer remain the sole and absolute property of the Supplier as legal and equitable owner until all money due to the Supplier under the agreement has been paid for in full by the Buyer.

SALE AMT.	\$358.05
FREIGHT	\$17.50
GST	\$37.56
TOTAL AMT.	\$413.11
PAID TODAY	\$0.00
<b>BALANCE DUE</b>	<b>\$413.11</b>

**CREDIT CARD**



Call 03 5277 3977  
Cards accepted

**EFT**



Name - Golf Imports P/L  
BSB - 063 512  
ACC - 1088 8575

**SNAIL MAIL**



Detach this section and mail with your chq to:  
P.O Box 46  
NORTH GEELONG VIC  
3215