

# TRADE CASH APPLICATION FORM

### **APOLLO LANDSCAPING SUPPLIES**

Date \_\_\_\_\_

ABN: 31 009 906 647 Ph: (07) 3275 1195 2 Musgrave Rd, Coopers Plains QLD 4108 sales@apollolandscaping.com.au



Before completing this form, please consider whether you meet the following conditions of approval.

Application must be filled in completely and applicable to the primary trade category.

## NOTE: APPLICATIONS WILL ONLY BE APPROVED TO THOSE CUSTOMERS WHO CAN PROVE THEY ARE INVOLVED IN THE CONSTRUCTION OR LANDSCAPING INDUSTRIES.

Please complete form clearly in block letters. ☐ New ☐ Existing - Customer Reference No. (if known) ☐ Mr ☐ Mrs Other First Name \_\_\_\_\_ Surname \_\_\_\_ Company Name Trading Name Company ABN Company ACN Business Address State `Post Code Home Address State Post Code Postal Address \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Telephone (Work) Home Mobile Email QBCC License No. Drivers Licence Number Expiry Date My primary trade is: ☐ Builder Landscaper ☐ Plumber ☐ Electrician ☐ Concreter ☐ Brick Layer Plasterer ☐ Tiler ☐ Carpenter ☐ Other (please specify) Applications must be lodged at Apollo Landscaping Supplies and approved by the Manager. Applicants Signature Apollo Landscaping Supplies reserves the right to introduce or change Terms & Conditions at any time. Discount is off regular retail price and excludes sale items, no further discounts apply. Improper or fraudulent use will result in the cancellation of your discount without notification. **OFFICE USE ONLY** \_\_\_\_ Managers Signature \_\_\_\_\_ Managers Name \_\_\_\_\_

□ No

Yes

Approved

### Apollo Landscaping Supplies - Terms & Conditions of Trade

#### **Definitions**

- TINITIONS

  Supplier means C&M Transport Pty Ltd TIA Apollo Landscaping Supplies, its successors and assigns or any person acting on behalf of and with the authority of C&M Transport Pty Ltd TiA Apollo Landscaping Supplies. Call Transport Pty Ltd TiA Apollo Landscaping Supplies Code as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointy and severally. Goods' means all Goods or Services supplied by the Supplier to the Client at the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or Services' shall be interchangeable for the other). Price 'means the Price prayable (plus any CST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with dause 5 below. GST 'means Goods and Services Tax (GST) as defined within the 'A New Tax System (Goods and Services Tax) Act 1999'. 1.5
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Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly
and severally, by these terms and conditions if the Client places an order for or
accepts delivery of the Goods.
These terms and conditions may only be amended with the consent of both
parties in writing, and shall prevail to the extent of any inconsistency with any
other occument or agreement between the Client and the Supplier
These terms and conditions may be meant to be read in conjunction with the
Supplier's the Form, and:

(a) where the context so permits, the terms 'Goods' or 'Services' shall include
any supply of Equipment, as defined therein; and

(b) if there are any inconsistences between the two documents then the terms
and conditions contained therein shall prevail. 2.3

lectronic Transactions Act (Queensland) 2001 lectronic signatures shall be deemed to be accepted by either party providing that the parties shave compiled with Section 14 of the Electronic Transactions Act Queensland) 2001 or any other applicable provisions of that Act or any regulations referred to in that Act.

Change In Control
The Client shall give the Supplier not less than fourteen (14) days prior written
notice of any proposed change of ownership of the Client and/or any other change
in the Client's details (including but not limited to, changes in the Client's name,
address, contact phone or lax numberls, or business practice). The Client shall be
liable for any loss incurred by the Supplier as a result of the Client's failure to
comply with this dause.

Price and Payment
At the Supplier's sole discretion, the Price shall be either.
At the Supplier's sole discretion, the Price shall be either.

(a) as indicated on any function provided by the Supplier to the Client; or

(b) the Price as the date of delivery of the Goods according to the Supplier's

(c) the Supplier's quoted price (subject to clause 5.2) which will be valid for the
period dated in the quotation or otherwise for a period of twenty-time.

(c) the Supplier's quoted price (subject to clause 0.2) when the price of the supplier's quoted price (subject to clause 0.2) when the price of the 5.2

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(c) the date specified on any Invoice or other form as being the date for payment of a date in the contrary, the date which is seven (?) days following the date of any invoice given to the Client by the Suppiler. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Suppiler. The Client shall not be entitled to set oil against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Suppiler nor to withhold payment of any invince because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay for any supply by the Suppiler an amount orqual to any SST the Suppiler must pay for any supply by the Suppiler under this or any other agreement for the sale of the Goods. The Client must pay ST. Who thout deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Delivery of Goods
Delivery (Delivery) of the Goods is taken to occur at the time that
(a) the Client of the Client's nominated carrier takes possession of the Goods at
the Supplier's address; or
(b) the Supplier's nominated carrier) delivers the Goods to the
Client's nominated address even if the Client is not present at the address.
At the Supplier's sole discretion, the cost of delivery is in addition to the Price.
Arry time specified by the Supplier for delivery of the Goods is an estimate only
and the Supplier will not be lable for any loss or change incurred by the Client as
a result of delivery being tale. However, both parties agree that they shall make
every endoarout to enable the Goods to be delivered at the time and place as
was arranged between both parties. In the event that the Supplier is unable to
supply the Goods as agreed seldly due to any action or inaction of the Client, then
the Supplier shall be entitled to charge a reasonable fee for redelivery and/or
storage. 6.2

Variations

The Supplier reserves the right to change the Price if a variation to the Supplier's The Supplier reserves the right to change the Price if a variation to the Supplier's copeditications of the Goods (including, but not limited to, any variation as a result or increases to the Supplier in the cost of materials and labour or where additional Services are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, nor weather conditions, firnitations to accessing the site, safety considerations, prerequisite work by any third party not being completed obscured building delects, change of design, hard rook barriers below the surface or iron reinforcing roots in concrete, or hidden pipes and wiring in walls etc within any only discovered on commencement of the Services) will be charged for on the basis of the Supplier's spotation, and will be detailed in writing, and shown as variations on the Supplier's invoca. The Collent about the required to Price. Payment for all variations must be traded to be cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

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Risk Risk damage to or loss of the Goods passes to the Client on Delivery and the Risk of damage to or loss of the Goods are or before Delivery.

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is suttlicent evidence of the Supplier's right to receive the insurance proceeds without the need for any person dealing with the Supplier to make proceeds without the need for any person dealing with the Supplier to make the Client Goods (including but not limited to paint, imbory, grantie, tiles & concrete) supplied may arbitil variations in shade fone, colour, leature, surface and firsht, and may fado or change colour over firms. The Supplier will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoore where such variations occur. 8,3

variations occur.

If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk. 8.4

Accuracy of Customer's Plans and Measurements in the event the Client gives information relating to measurements and quantities of the Goods required in complete the Services. It is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or Supplier places an order based on these measurements and quantities. The Supplier accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.

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he Client shall ensure that the Supplier has clear and free access to the work
to at all times to enable them to undertake the Services. The Supplier shall not
a liable for any loss or damage to the site (including, without fimilation, damage
apthways, diveways and concreted or paved or grassed areas) unless due to
e negligence of the Supplier.
Is the responsibility of the Client to ensure that access is suitable to accept the
eight of laden trucks, front end loaders or other earth moving equipment as may
a deemed necessary by the Supplier.

10.2

11.1 Title
The Supplier and the Client agree that ownership of the Goods shall not pass

unit:
(a) the Client has paid the Supplier all amounts owing to the Supplier, and
(b) the Client has met all of its other obligations to the Supplier. Receipt by the Supplier and of the other obligations to the Supplier and supplier and payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or 11.2

recognised.

It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1; 11.3

t is only a bailee of the Goods and must return the Goods to the

(a) the Client is only a balee of the Goods and must return the Goods to the Supplier on request. In the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the Supplier and must pay to the Supplier the proceeds of any insurance in the Goods other than in the ordinary course of business and for marrior value. If the Client sells, disposes or parts with possession of the Goods their than in the ordinary course of business and for marrior value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or obliver the proceeds to the Supplier on demand.

(d) the Client should not convert or process the Goods or informitive them with other goods but if the Client does so then the Client holds the resulting the client should not convert or process the Goods or informitive them with other goods but if the Client does so then the Client holds the resulting product to the Supplier on enter any promises where the Supplier believes the Goods are kept and recover possession of the Goods.

(t) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred, or the process the Goods and the Client shall not detain any interest in the Goods while they remain the property of the Supplier.

(h) the Supplier may commence proceedings to recover the Price of the Goods sold nothwithstanding that ownership of the Goods has not passed to the Client.

(ii) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that womership of the Goods has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions on writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods ancier colaiers' (account)—being a monetary obligation of the Client to the Supplier for Services — that have proviously been supplied and that will be supplied in the third that have proviously been supplied and that will be supplied in the three Client control of the Client to the Supplier may reasonably require to;

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-lo-date in all respects) which the Supplier may reasonably require to;

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

(ii) register any other document required to be registered by the PPSA or 12, 34(4));

(b) indexmity, and upon demand reimburs, the Supplier for all expenses incurred in registering a financing statement or financing changes statement on the Personal Property Securities Register;

(in) registering a financing statement in respect of a security interest without the prior written consent of the Supplier;

(in) the security and proceed and page statement or a financing relation in the process of the PPSA or releasing any Goods charged thereby;

(in) register a financing change statement or financing changes in the nature of proceeds derived from such sales.

The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA.

The Client waives their rights to receive notices under

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Scurify and Charge in consideration of the prosect in the process of the process

document on the Client's behalt.

Defects, Warnarlies and Returns, Competition and Consumer Act 2010 (CCA)

The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Supplier in writing of any evident defectdramage, shortage in quantity, or failure to comply with the description or quote. The Client must notify such as soon as reasonaby prossible after any auth defel becomes evidency bedoes as soon as reasonaby prossible after any such defel becomes evidency auch notification the Client must alleve the Supplier to inspect the Goods.

Under applicable State, Territory and Commonwealth Law (including, without limitation the Statutery guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). The Supplier activation of the Coal in the Supplier and conditions or in respect of the Non-Excluded Guarantees and warranties or other representations under these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no evaranties or other representations under these terms and conditions including but not limited to the quality or substituty of the Supplier makes no evaranties or other representations under these terms and conditions including but not limited to the quality or substituty of the Socios. The Supplier's fability in respect of these warranties is limited to the quality or substituty of the Socios. The Supplier's fability is respect of these warranties is limited to the quality or substituty of the Socios. The Supplier is the CCA, the Supplier's fability is respect of these than the supplier makes no evaranties or other representations on the respect of these than the supplier makes no evaranties or other representations under these terms and conditions including but not limited to the quality or substitution the meaning of the CCA, the Supplier's fability is the CCA, the Supplier and the CCA and the CCA and the Supplier and the C 14.1

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is unable to do so, the Supplier may retund any money the Client has paid for the Goods.

If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:

(a) limited to the value of any appress warranty or warranty card provided to the Client ty the Supplier at the Supplier's loss discretion;

(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;

(c) otherwise negated absolutely.

Subject to this clause 14, returns will only be accepted provided that:

(a) the Client has complied with the grovisions of clause 14,1; and by the Supplier and the Client has complied with the Goods are defective, and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as it possible.

Note this proving the Coods for compliance of the Client (alling in properly maintain or store any Goods; bit collect failing in properly maintain or store any Goods; bit collect in continuing the Goods for any purpose other than that for which they were designed;

(b) the Client failing in properly maintain or store any Goods; bit continuing the use of any Goods after any defect or continuing the use of any Goods after any defect occurrency or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by the Supplier;

(a) fail were and lear, any accident, or act of Good.

(d) the Clent falling to follow any Instructions or guidelines provided by the Supplier;
(a) fair wear and tear, any accident, or set of God, in the case of second hand Goods, unless the Clent is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that los second hand Goods in the Client acknowledges and agree that the Supplier has purposely excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 14.10.
The Supplier may in its absolute discretion accept non-defective Goods for return in which case the Supplier may recurst the Client to pay handing fees of up to twenty-fine percent (25%) of the value of the returned Goods plus any freight costs.

costs.

Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.

Intellectual Property
Where the Supplier has designed, drawn or developed Goods for the Client, then
the copyright in any designs and drawings and documents shall remain the
property of the Supplier. Under no circumstances may such designs, drawings
and documents be used without the express written approved of the Supplier.
The Client agrees that the Supplier may (at no cost) use for the purposas of
marketing or entry into any correlation, any documents, designs, drawings or
Goods witch the Supplier has created for the Client.

Default and Consequences of Default Inferest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Supplier any money the Client shall indemnity the Supplier from and against all costs and disbusements incurred by the Supplier in recovering the obtd (including but not limited to internal administration frees, logal.)

costs on a solicitor and own client basis, the Supplier's contract default fee, bank debonour fees). Further to any other rights or remedes the Supplier may have under this contract in a Client has made payment to the Supplier, and the transaction is subseque reversed, the Client shall be liable for the amount of the reversed transaction addition to any further costs incread by the Supplier under this stage can be can be proven that such reversal is found to be lilegal, fraudulent or without projects to literate objections under this agreement. Without projects to literate objections the subsequent that the supplier shall did all amounts owing to the Supplier shall, whether or not due for paym become immediately payable if.

(a) any money payable to the Supplier becomes overdue, or in the Supplicy opinion the Client will be unable to make a payment when it falls due; to the Client becomes insolvent, convenes a meeting with its crediers (b) the Client becomes insolvent, convenes a meeting with its crediers (c) the Client becomes insolvent, convenes a meeting with its crediers proposes or enters into an arrangement with crediers, or makes assignment for the benefit of its crediors; or (a) a receiver, manager, fraudulor (provisional or otherwise) or similar perso appointed in respect of the Client or any asset of the Client.

appointed in respect of the Client or any asset of the Client.

Dispute Resolution
If a dispute arises between the parties to this contract, then either party shall is
to the other party a notice of dispute in writing adequately identifying
providing details of the dispute, Within foutenet, 114 days after service of a no
of dispute, the parties shall contine at least once, to alternpt to resolve the day
at any such conference each party shall be represented by a person his
authority to agree to a resolution of the dispute. In the event that the day
authority to agree to a resolution of the dispute, in the event that the day
authority to agree to a resolution of the party refer such dispute to arthrat
Any arthration shall but
of referred to a single arthration to be nominated by the President of the Instil
of Arbitrators Australia; and
(b) conducted in accordance with the Institute of Arbitrators Australia Rules
the Conduct of Commercial Arbitration.

Cancellation
Without prejudice to any other remedies the Supplier may have, if at any time
Client is in breach of any obligation (including those relating to payment) ur
these terms and conditions the Supplier may suspend or terminate the suppliCoods to the Client. The Supplier will not be liable to the Client for any to
damage the Client safers because the Supplier has exercised its rights under

damage the Client surfars because me suppere mas exercisors as ignise sense.

The Supplier may cancel any contract to which these terms and conditions a
reaccidedivery of Goods at any time before the Goods are delivered by giv
written notice to the Client. On giving such notice the Supplier shall repay to
client any money paid by the Client for the Goods. The Supplier shall not be lia
for any loss or damage whatsoever arising from such cancellation.
In the event that the Client cancels delivery of Goods the Client shall be liable
any and all loss incurred (whether direct or Indirect) by the Supplier as a di
result of the cancellation (including, but not limited to, any loss of profits).
Cancellation of orders for Goods made to the Client's specifications, or for
stocklist terms, with definitely not be accepted once production has commenced
an order has been placed.

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Privacy Act 1988
The Client agrees for the Supplier to obtain from a credit reporting body (CR8
The Client agrees for the Supplier to obtain from a credit reporting body (CR8
credit report containing personal credit Information (e.g. name, address, D.O
cocupation, previous credit applications, credit history) about the Client in relation credit provided by the Supplier
The Client agrees that the Supplier may exchange information about the Ciwith those credit providers and with related body corporates for the follow
with those credit providers and with related body corporates for the follow

poses: to assess an application by the Client; and/or to assess an application by the Client; and/or to noilly other credit providers of a deliast by the Client; and/or to exchange information with other credit providers as to the status of to credit account, where the Client is in default with other credit provides and/or provides

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crockt account, where the Client is in default with other credit provide anadror of a sesses the creditvorthiness of the Client including the Client's repayministory in the preceding have years.

The Client consents the Supplier being given a consumer credit report to colinose the payment on commercial credit information provided may be used a retained by the Supplier for the lotesting purposes (and for other agreed purpose required by).

(a) the provision of Goods, and/or or could be provided on the provision of Goods, and/or credit polyment of the provision of Goods and/or credit polyment of the provision of Go

tabates requested by the Client, andors
(d) enabling the collection of amounts outstanding in relation to the Goods.
The Supplier may give information about the Client to a CRB for the following property of the Client to a CRB for the following property.

(a) allow the CRB to create or maintain a credit information file about the Client including credit history.

The information given to the CRB may include;
(a) personal information as outlined in 19.1 above;
(b) name of the credit provider and that the Supplier is a current credit provide to the Client;
(c) whether the credit provider is a licensee;
(d) hype of consumer credit (e) as a licensee;
(e) details concerning the Client's application for credit account and the amount of the credit account and the amount of the credit account and the amount of the credit account and the amount of which written notice for request of payment has been made and de recovery action commenced or alternatively that the Client no longer has an overcube accounts and the Supplier has been made or otherwise discharge and all details surrounding that discharge (e), cliest of payments);
(g) information that in the opinion of the Supplier, the Client has committed serious credit infringement.

(h) advice that the amount of the Client's evertue payment is equal to or me than one thurst death fifty dollars (§ 150), cheally from the Supplier and if the control to this of the company of the termination of the credit of the payment of the credit infringement.

(h) advice that the amount of the Client's evertue payment is equal to or me than one thurst death of thy dollars (§ 150), cheally from the Supplier and if the payment is equal to or me than one thurst does not disclose any personal information; and that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.

The Supplier will destroy personal information upon the Client's request (by it as a privacy complaint by contacting the Supplier vall of any it is not a statistic or the s

Service of Notices

Any written notice given under this contract shall be deemed to have been give and received:

and received:

and received:

(a) by handing the notice to the other party, in person;

(b) by leaving it at the address of the other party as stated in this contract;

(c) by sending it by registered post to the address of the other party as stated in this contract;

(d) if sent by facsimale transmission to the fax number of the other party as state in this contract (if any), or receipt of confirmation of the transmission;

(d) if sent by mail to the other party a stat known email address. Alty notice that it is posted state be deemed to have been served, unless the contrary is shown, if the time when by the ordinary course of post, the notic would have been delivered.

would have been delivered.

General
The failure by either party to enforce any provision of these terms and condition shall not be treated as a waiver of that provision, not shall it affect that party fight to subsequently enforce that provision. If any provision of these terms an conditions shall be invaid, void, liegal or unenforceable the validity, existence legality and enforceability of the remaining provisions shall not be affected prejudiced or impaired modern and any contract to which they apply shall be governed by the low. Of because of the supplier shall be supplier shall be governed by the low of Observational ori which the Supplier has the principal place of business, and are subject to the jurisdiction of the Brisbane courts is Queensland. Subject to clause 14 the Supplier shall be timed to the Client for any inderect and/or consequential loss and/or appears (including loss corpolity suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier shallity shall be limited to damage which under no circumstances shall exceed the Price of the Goods). The Client agrees that the Supplier may amend these terms and conditions to routifying the Client in writing. These changes shall be deemed to late effect the same has the condition of the case of the condition of the case of the condition of the c

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