

The applicant(s) apply to Fashion Allied Agency Pty Ltd for trade on the terms and conditions set out below. All goods are sold by Fashion Allied Agency Pty Ltd ("Supplier") to the person on whose behalf this application is made ("Customer") subject to the following terms and conditions ("Trading Terms").

1. You warrant that all information given to us is true and correct.
2. You agree to notify us within 7 days of any change affecting our legal entity, structure, management of control.
3. You agree that our terms and conditions of sale as in force from time to time apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase and that any variation must be agreed in writing.
4. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.
5. Each order is subject to acceptance by the Supplier and may be accepted in whole or in part and may be declined.
6. All trading between Supplier and Customer shall be on these trading terms. An order will only be accepted on these services to Customer or its agent shall constitute an offer by Supplier to supply the goods subject to these Trading Terms, which offer customer may accept to taking delivery of the goods.
7. The prices charged (unless a prior written quote is given) shall be those prices prescribed by Supplier at the date of delivery.
8. Recommended resale or retail prices appearing in any price list or publication are recommended prices only and there is no obligation on customers to comply with such recommendations.
9. Payment for goods is required on a CBD (cash before delivery) basis. All payments are to be made in full and without any deductions.
10. Delivery dates or times indicated by Supplier are approximate only and are not a guarantee of delivery by such date or at all. If an order covers a number of items, Supplier may make part deliveries in respect of all or any such goods, in which event the normal terms of payment shall apply to the goods so delivered and no claim shall arise in respect of the shortfall. Goods placed on back order shall be supplied immediately as they are available unless prior written advice of cancellation is received from Customer.
11. Unless Customer otherwise requests in writing at the time of placing an order for goods:
 - a) Customer will be deemed to have requested Supplier to deliver the goods to Customer's premises, or such premises as are nominated by Customer, in consideration of payment of Supplier's freight charges applying at the time of delivery.
 - b) Customer will be deemed to have authorised Supplier to deliver the goods to the address nominated by Customer on the order form (of otherwise nominated to Supplier's satisfaction); and
 - c) Supplier shall be presumed to have delivered the goods to Customer's premises in accordance with these Trading Terms if at the address it obtains from any person (being either Customer or a person apparently in the employ of the Customer) a receipt or signed delivery docket for the goods.
12. Supplier may subcontract to any person on any terms the whole or part of the delivery of goods to Customer.
13. Supplier shall not be liable for any claim for non-delivery of goods or for shortage in quantity of goods delivered unless the claim is made within 7 days of the date of delivery of the order and unless the invoice number is quoted on the claim.
14. All other warranties, conditions and representations (express or implied) other than any express warranty stated by Supplier in writing are excluded except in circumstances whereby Supplier cannot by law exclude or limit its liability. In particular but without limiting the forgoing, Supplier shall not be liable for any negligence by itself, its employees or agents in the supply of goods or services or the performance of any function preparatory to or during the supply of any goods by Supplier to Customer.
15. Supplier may at any time alter, suspend or refuse delivery or cancel unfulfilled orders and refuse payment by cheque when in its opinion (reasonable or otherwise) of the financial condition of Customer warrants it.
16. No variation or termination of these Trading Terms shall be binding on Suppliers unless approved in writing by a director of Supplier.
17. These Trading Terms shall be interpreted in accordance with the laws of Queensland.