

Wholesale Account Application

Customer Details

Contact Person First Name	Contact Person Last Name	
Company Name	Trading Name	
ACN	ABN	
Telephone ()	Faxsimile ()	Mobile ()
Email Address	Website	

Delivery Address

Address	Address 2
Suburb	City/Town
State	Post Code

Postal Address

Same as delivery address

Address	Address 2
Suburb	City/Town
State	Post Code

Terms and Conditions

I agree that the above information I have supplied is true and correct.

Signature	Date
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Account Payment Terms

Your account is due for payment in 20 days from the invoice date.
Payment is only available by EFT (*Electronic fund transfer*).



Call and place your orders with
our friendly staff on: **07 3067 8909**



Email your orders to:
sales@ecotanka.com.au



Online wholesale ordering
coming soon.

ECOtanka Australia Terms & Conditions

For Wholesale Supply of Goods

Key Terms

This Agreement is between the supplier (referred to as *we, our or us*) and the customer (referred to as *you or your*) and consists of these Key Terms and the General Conditions.

Payment terms

20 days after invoice and delivery of goods

Annual interest rate on late payments

10% per annum

Period for returning obviously defective goods

7 days after receiving delivery

Jurisdiction and governing law

Queensland, Australia

General Conditions

1. Effect of this Agreement

The Agreement applies in relation to any goods we sell you even if it is not signed and it overrides any inconsistent terms or conditions in any purchase orders or other documents you use (unless we specifically sign a document agreeing otherwise).

2. Quotations

Prices and other details in any quotation, pro forma invoice or other document that we provide are only valid for 30 days or such other limited time period as stated in the document.

3. Orders

You acknowledge that once you place an order with us, we may order or manufacture goods especially for you and we may not permit you to vary or cancel the order unless you compensate us for the losses we incur or we otherwise consent.

4. Price and price increases

We will notify you of the price for the goods when you place your order. In limited circumstances out of our control we may need to increase the price if there is an increase in our costs between the date of an order and the date the goods are ready for delivery. If this occurs, we will notify you and you will have the option to cancel your order but we will not be liable for any losses you incur in connection with the cancellation.

5. GST

Unless otherwise stated, the prices for the goods are exclusive of Goods and Services Tax (GST). You must pay GST at the same time and in the same manner as the consideration for the goods. We will give you a tax invoice showing the applicable GST.

6. Delivery

We will use reasonable endeavours to deliver the goods to the delivery point and on the date requested in your order. However, we will not be liable for any losses you suffer as a result of a delay or failure to deliver the goods.

7. Risk in the goods

Risk in the goods will pass to you when you take possession of them.

8. Return of obviously defective goods

You must inspect the goods on delivery and may return them as defective if they:

- are not of *acceptable quality* (as defined in the Australian Consumer Law); or
- do not conform to an agreed specification.

The *period for returning obviously defective goods* is set out in the Key Terms. If you fail to return the goods (or notify us of any shortfall in the quantity delivered) within this period, you must pay for them in full despite any shortfall or defects (other than non-obvious or latent defects that you could not be reasonably expected to have identified within the time period).

We will cover the charges for returning the goods if we accept that they are defective.

9. Payment terms

You must pay us for the goods on the *payment terms* in the Key Terms. However, if we consider (in our absolute discretion) that your creditworthiness is unsatisfactory or the amount would exceed our credit limit, we may require you to pay for the goods on or before delivery.

10. Interest on late payments

If you fail to pay us strictly within the *payment terms* then you must pay the *annual interest rate on late payments* in the Key Terms. The interest will be calculated daily on the amount outstanding.

11. Title and our security interest

Although you will assume the risk in the goods when you take possession, until you pay for them:

- we will retain ownership and title;
- you hold them on our behalf as fiduciary bailee; and
- if we request, you must return them or permit us to retake possession of them and we will not be any liable for any loss you suffer as a result.

However, you may dispose of the goods in the ordinary course of business on the basis that you will be taken to hold the proceeds of sale or trade on trust for us until you pay for them.

12. Personal Property Securities Act (PPSA)

You acknowledge that under the Personal Property Securities Act 2009 Cth (*PPSA*):

- this Agreement constitutes a security agreement;
- you grant us a purchase money security interest in the goods and any proceeds; and
- we may register a financing statement on the Personal Property Securities Register (*PPSR*),

You agree to provide information and do anything we reasonably require for us to register, maintain and enforce our security interest.

13. Provision of information under PPSA not required

You waive the requirement to provide information under various provisions of the PPSA. In particular, you agree that as provided for in:

- section 157 – we are not required to give you a verification statement;
- section 144 – we are not required to give you notices under section 95, 118, 121, 130, 132 and 135; and

- section 275 – we are not required to provide interested persons with information relating to our security interest and neither are you.

14. Terms defined in the PPSA

Terms defined in the PPSA (including *purchase money security interest, verification statement, proceeds* and various other terms) have the same meaning when used in this Agreement.

15. Enforcement expenses

You must pay any reasonable expenses (including legal fees) we incur to enforce our rights under this Agreement.

16. Goods supplied on a wholesale basis

You confirm you are purchasing the goods on a wholesale basis to on-sell or re-supply to your customers and that as such you may not be entitled to all of the consumer guarantees under the Australian Consumer Law.

17. Our warranties

We warrant that the goods we deliver will:

- match the description in the invoice and any agreed specification;
- be free of third-party claims or undisclosed securities; and
- be of *acceptable quality* as defined in the Australian Consumer Law.

18. Limitation of liability

We limit our liability in relation to the sale of goods to you as follows:

- apart from the warranties in this Agreement or any express guarantees, we exclude all warranties and guarantees (whether written or oral);
- our liability for any claims (whether for negligence, breach of contract or statute) is limited at our option to either:
 - (i) replacing the goods or supplying equivalent goods; or
 - (ii) repairing of the goods; or
 - (iii) paying you the cost of having the goods replaced or repaired; and
- we are not liable for any indirect, incidental, special and/or consequential losses, liability, costs or damages; any loss of business opportunity, production, profits or savings; or any reasonably foreseeable losses.

However, this limitation of liability does not apply if it would restrict, modify or exclude your rights in a way that is not permitted under the Australian Consumer Law or other applicable laws.

19. Variations

We may vary this Agreement by giving you written notice at any time. The variation will only affect future orders.

20. Jurisdiction and governing law

The *jurisdiction and governing law* in the Key Terms apply to this Agreement. The courts of the jurisdiction are entitled, non-exclusively, to resolve disputes about this Agreement.

Terms & Conditions

For Wholesale Supply of Goods

21. Online Sales and publishing

When selling ECOTanka products or services online which is published on a website of any kind including social media or within an APP that You agree to display our "Approved ECOTanka reseller" logo to a size and location that can be seen and recognized by your customers that you are an Approved "ECOTanka" reseller.

As part of these terms to display the Approved logo you also agree to add a listing on the ECOTanka directory website at <https://directory.ecotanka.com> and link the logo on your website back to the directory listing.

22. Product Support

When a Customer has a problem with our product You agree to submit the problem with photos that shows the problem of the product to the ECOTanka Support Website at <https://support@ecotanka.com>. You can also ask your customer to submit the problem them self so we can fix the problem.

23. ECOTanka Trademarks and Patents

When selling ECOTanka products or services you are authorized to copy and use any ECOTanka logo, photos or text to add to your own marketing for the sole purpose of selling ECOTanka products.

When publishing the ECOTanka logo you must make sure the "TM" or ® are added to the end of the logo or name.

Products that have a design patent must be published with the patent number. To find ECOTanka logo's photos and information related to a product you can find them all at <https://marketing.ecotanka.com> and www.ecotanka.com.au

24. Postage and Packaging

When posting ECOTanka products to your customers you agree to use the most environmentally friendly packaging where possible if needed. All of ECOTanka product packaging is 100% plastic-free packaging and is designed to be used with no other packaging for small shipments.

Signed for or by:

SIGNATURE/S 

DATE OF SIGNING 

NAME/S OF PERSON/S SIGNING 

TITLE/S (EG DIRECTOR) 