

## TRADE APPLICATION FORM

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All Fields are Required	
Account name	
Legal Entity ie: Name of Company/ Partners	
Type of Entity	Company                      Sole Trader                      Partnership
ABN	
Years Established	
Billing Address	
Nature of Business	
Website	
Social Media	

CONTACT DETAILS	
First Name	
Last Name	
Role	
Mobile Phone	
Email Address	

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By signing this form, customers agree to all Terms and Conditions.

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## TERMS AND CONDITIONS

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- All orders are a firm sale and non-refundable.
- Orders will be placed with vendors once payment has been received.
- Changes cannot be made to an order once it is processed.
- VISA, Mastercard or American Express are accepted via online payment.
- Freight will be charged upon check-out.
- Any delivery dates and/or times are given in good faith but unless otherwise stated **ADH** will not be held responsible for any delay arising from causes beyond it's reasonable control. The Purchaser's receipt of **Goods** shall constitute a waiver of any claim for delay.
- Delivery occurs when the **Goods** are notified as ready for dispatch at **ADH's** warehouse.
- **ADH** can arrange for delivery of **Goods** to the Purchaser for a fee. Purchaser may request partial delivery (additional freight charges may apply).
- **ADH** shall have no liability whatsoever for any direct, indirect or consequential damage or loss arising from non-delivery or any delays in delivery including off loading or misdirection in transit or when the **Goods** are carried in the Purchasers own vehicle or in Contractors vehicles retained to collect **Goods**.
- Risk in the **Goods** passes to the Purchaser on delivery.
- If a Product is damaged on delivery, then the Purchaser should refuse to take receipt of that Product and notify **ADH** in writing immediately.
- All Goods delivered will be deemed to have been accepted by the Purchaser as fully compliant and of acceptable quality if they are not rejected and returned to **ADH** within 7 days (subject to Supplier Guarantees). **This includes claims of any missing hardware or parts.**
- **ADH** reserve the right to allocate **Goods** that are not collected with 12 weeks to another customer order and reorder the **Goods** for the Purchaser. If the Purchaser fails to collect their order within 12 weeks of their order being fulfilled by **ADH**, a longer term can be negotiated at **ADH's** discretion. Purchasers will incur a daily storage fee, which will increase everyday the Purchaser does not collect their purchase. The storage fee must be paid by the Purchaser to **ADH** when the Purchaser collect their purchase after 12 weeks from the date of purchase or thereafter or their purchase may not be released to the Purchaser by **ADH**.

### Liability

- **ADH** will not be liable for products that become defective, or stop working, as a result of: any unforeseeable, unauthorised, improper, negligent or reckless installation; any failure to follow fitting and/or care instructions; any improper use, maintenance; fair wear and tear; for any defect caused by the incorrect or improper handling of the **Goods**; or where the **Goods** have been repaired or modified after sale by the Purchaser or any third party.
- Purchaser Product Guarantee claims (other than under a Consumer Guarantee) must be submitted in writing directly to **ADH**. The person making the claim must bear the costs and expenses of removal or replacement; installation of replacement products; postage, freight or travel time.
- Where the Purchaser requests **Goods** to be refinished, **ADH** will not be liable for any costs incurred

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in association with delay in the delivery of **Goods** or replacement of **Goods** due to Purchaser's dissatisfaction with workmanship of the refinisher.

- **ADH** will not be liable for any non-performance of its obligations resulting from any cause outside **ADH's** control, including any: act of God, flood, fire, war, terrorism, labour dispute, unavailability of equipment, stock, raw materials or transport.

#### Fitting Instructions and Purchaser's Indemnity

- The Purchaser agrees to comply fully, carefully and completely in every respect with the relevant fitting and care instructions for the **Goods** supplied by the Supplier. If the Purchaser is not the end-user of the **Goods**, the Purchaser undertakes to ensure that it's Customer or Contractor is a certified cabinet maker or installer who is experienced in door hardware installation and complies with this requirement. **Goods** may not be used or fitted inconsistently with the appropriate fitting instructions, any manual, or any other technical information or advice provided. No liability will be accepted by **ADH** for any type of loss or damage caused by failure by the end-user to comply with this. The Purchaser indemnifies **ADH** against any liability it may incur for any loss or damage of whatsoever nature arising out of a breach by the Purchaser of any of its obligations under these Terms.
- Should **ADH** be requested to repair faulty installation of product or install replacement product for faulty **Goods**, **ADH** will charge a **\$200.00+GST call out fee and \$150.00+GST per hour fee per installer.**
- A person of at least 18 years of age must be present at the premises at all times on the day when **ADH** provide the service and must be authorised to approve all work completed by **ADH**. If not, **ADH** will leave the site and we may invoice the Purchaser for an extra installation site visit.
- The Purchaser acknowledges and agrees that, except for direct property damage that results from **ADH's** negligence, under no circumstances shall **ADH** be liable to the Purchaser or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expense, costs or liability arising out of, or related to, the services provided by **ADH** or the installation, use of, or inability to use **Goods** or other services. In consenting to the performance of the Service the Purchaser agrees to release and hold harmless **ADH**, its agent contractors and staff from and against any loss, liability or damage that the Purchaser may suffer, including but not limited to, walls, skirting boards, floors, etc. As subject to the Purchasers statutory rights, under the Australian Consumer Law or other similar State and Territory laws, the liability of **ADH** is expressly limited to repeat of the Service or the cost of the service being provided.
- **ADH** do not include any parts or accessories (for example, axillary hardware, tools, mounts, adapters or similar parts) in the course of providing the service, except where specifically listed in the service descriptions on this form.

#### Right of Removal

- The Purchaser irrevocably grants to **ADH** its agents and servants an unrestricted right and license, without notice, to enter premises occupied by the Purchaser, to identify and remove any **Goods** which are the property of **ADH**.

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