



# ACCOUNT APPLICATION

Phoenix Hearing Instruments Pty Ltd

ABN 49 087 517 262

Unit 6 49 Butterfield Street

HERSTON QLD 4006

Fax: 07 3852 4633

## BUSINESS DETAILS

Business Name:	
Trading Name:	
Delivery Address:	Postal Address:
City/Suburb:                      State: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	City/Suburb:                      State: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
ACN:	ABN:
Phone:                                      Fax:                                      Email:	
Business Type: <input type="checkbox"/> Registered Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Other: .....	

## BUSINESS OWNERSHIP

Name:	Name:
Address:	Address:
Phone:	Phone:
Period in Business: <input type="text"/> Years <input type="text"/> Months    Business Premises: <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Owned	

## BANK DETAILS

Name of Bank:	Branch:	BSB:	Account Number:
Account Name:			

## TRADE REFERENCES

1:	Phone:	Fax:
2:	Phone:	Fax:
3:	Phone:	Fax:

## CREDIT LIMIT AND APPLICANT DETAILS

Name:	Position in Company:
Phone:	Fax:                      Email:
Credit Limit Requested <input type="text"/> Australian Dollars	Signature:                      Date:

## PRIVACY POLICY

Phoenix Hearing Instruments has policies and procedures to ensure that all personal information is handled sensitively, securely, and in accordance with the 'National Privacy Principles for the Fair Handling of Personal Information'. Phoenix Hearing Instruments takes measures to ensure your personal information is protected from unauthorised access, loss, misuse, disclosure or alteration.

In general, any personal information we obtain is used to provide goods and services to you and for this reason we may ask for personal details such as your name, address, telephone number or e-mail address. If it is reasonable and practical to do so, privacy law requires us to only collect personal information about you, from you. We will provide you with access to any of your personal information we hold (except in the limited circumstances recognised by privacy law).

Generally, you have no obligation to provide any information to Phoenix Hearing Instruments, however, if you choose to withhold requested information we may not be able to provide you with the goods and services that depend on the collection of that information, particularly if the collection of that information is required by law.

# PHOENIX HEARING INSTRUMENTS PTY LTD

## SALES TERMS & CONDITIONS

### CONDITIONS OF TRADE

These conditions of trade shall apply to all orders placed with Phoenix Hearing Instruments unless written amendment is received from an authorised representative of Phoenix Hearing Instruments. By accepting delivery pursuant to any purchase order placed with Phoenix Hearing Instruments, the customer accepts the terms and conditions contained herein.

### ACCOUNT PAYMENT TERMS

Payment of accounts is strictly net 30 days from date of invoice. Alternatively, cash, cheque, credit card, or direct bank deposit is required prior to dispatch of an order. If the customer fails to make payment by the due date then, without prejudice to any other right or remedy, Phoenix Hearing Instruments will be entitled to cancel any unfulfilled order, suspend any further deliveries, withdraw credit facilities, and/or adjust the customer's credit limit. Interest at the rate of 10% per annum payable daily will be charged on all outstanding invoices not paid within the payment terms. If legal action is taken to recover goods or monies due to Phoenix Hearing Instruments then Phoenix Hearing Instruments reserves the right to charge the customer all fees incurred in such proceedings.

### PRICES

Prices quoted in writing by Phoenix Hearing Instruments will be firm for a period of 30 days from the date of offer. Published prices are subject to change without notice.

### GOODS & SERVICES TAX

All wholesale and retail prices INCLUDE GST where applicable.

### ORDERS

Phoenix Hearing Instruments reserves the right to decline to trade with any company or person. Orders can only be modified, suspended or cancelled with prior approval and the customer must pay any expenses relating to the modification or cancellation of an order. Non-standard items are classified as intent items and require an irrevocable order. Products are constantly under review and Phoenix Hearing Instruments reserves the right to discontinue any product or change its design at any time. Phoenix will not be liable in any circumstances for a failure to supply any product ordered by a customer. The customer must inspect the goods as soon as it is reasonably possible after delivery and Phoenix Hearing Instruments shall not be liable for any shortage in delivery unless notice is given to Phoenix Hearing Instruments within 7 days of delivery.

### BACK ORDERS

Goods not in stock at the time of receipt of the order will be automatically placed on backorder, unless otherwise requested.

### CANCELLATION OF ORDERS

Phoenix Hearing Instruments will not accept any cancellation of orders unless by prior agreement and then only upon terms which will compensate Phoenix Hearing Instruments for the cost of the cancellation. Restocking fees may therefore apply.

### TITLE OF GOODS

The title of goods shall only pass to the customer following full payment of the relevant Phoenix Hearing Instruments invoice. Phoenix Hearing Instruments retains ownership of these goods and reserves the right to reclaim these goods from the customer's premises if the invoice(s) is/are not paid within the terms of this contract. The customer will be responsible to pay all expenses incurred by Phoenix Hearing Instruments associated with the recovery of goods.

### DELIVERY AND TRANSPORT

Phoenix Hearing Instruments will use reasonable endeavours to meet delivery requirements but in no circumstances shall it be liable to compensate the customer for non-delivery or late delivery. Phoenix Hearing Instruments has negotiated freight rates with specific carriers. These preferred carriers will be used unless specifically requested by the customer. In the latter event, time of delivery cannot be ensured and responsibility for the goods passes to the customer once the goods have been passed to the carrier.

### RETURNS

The customer MUST telephone Phoenix Hearing Instruments prior to returning any products. A Return Authorisation will be issued in approved cases and details including the original invoice number and date of purchase must be supplied by the customer. Any product that is returned must be received by Phoenix Hearing Instruments within 7 days of the original delivery, and must be unmarked, undamaged, unaltered and in the original packaging. Certain products are excluded from the right of return and may not be returned under any circumstances e.g. special orders, customised stock items. Goods returned without a Return Authorisation will not be accepted and will be returned to the customer at their expense. Faulty goods will be repaired or replaced; NOT credited. Goods no longer required will not be accepted for return. No claims regarding incorrectly ordered goods will be recognised after 7 days from the invoice date. Incorrectly ordered goods may attract a 20% restocking fee.

### FREIGHT ON RETURNS

The customer accepts liability for all freight costs incurred in the return of warranty repair or replacement of faulty goods.

### WARRANTY

Phoenix Hearing Instruments will endeavour to transfer to the purchaser the benefits of any warranty or guarantee given by the manufacturer of the products. Any defects which under proper use, appear in the goods within the warranty period and which are due to faulty materials, workmanship or design will be made good by Phoenix Hearing Instruments either by repair or, at Phoenix Hearing Instruments discretion, by replacement. Phoenix Hearing Instruments reserves the right to waive or amend specific warranty on individual products. Phoenix Hearing Instruments shall not be liable for defective goods if the defect arises because the customer has allowed repair or alteration of the goods without the written consent of Phoenix Hearing Instruments or has subjected the goods to conditions outside the manufacturer's stated instructions on storage, usage, installation or maintenance.

**Special note:** Phoenix Hearing Instruments does not accept any liability whatsoever for any injury, loss or damage sustained by the customer however arising.

### INTELLECTUAL PROPERTY RIGHTS

Any claim from the sale which may allege infringement of trade marks, trade names, patents, copyrights or property rights of other parties, shall be directed immediately by the customer to Phoenix Hearing Instruments and the customer will give every assistance to Phoenix Hearing Instruments in connection with such claims. The customer will not itself deal with or compromise any claim which may occur.