

**PLEASE COMPLETE ALL SECTIONS
and Fax back to 02 9967 0444**

Contact details

Trading name _____
Delivery address _____
Suburb / Town _____ State _____ Postcode _____
Postal address _____
Suburb / Town _____ State _____ Postcode _____
Telephone _____ Fax _____
Website _____

Main contact for mailing / buying purposes

Name _____ Position _____
Email _____

Main contact for accounts payable

Name _____ Position _____
Email _____

Account preferences

Spade Deuce reserves the right to withhold credit facilities until an established trading period has passed. Goods will usually be supplied firm sale, except in the case where sale via sale or return has been approved. For our specific returns policy please see our current Terms of Trade.

Are you seeking credit terms? Yes / No (*if yes, please complete all sections on page 4 of this document*)

Do you prefer to purchase product with return rights or firm sale with a higher discount?

Customer's Declaration and Agreement

I/we the Customer and Signatory below:

1. warrant to Spade Deuce that the foregoing information is true and correct;
2. agree to be bound by Spade Deuce's current terms of trade which form part of this document;
3. acknowledge having read and understood the terms of trade prior to having signed this Application and Agreement;
4. if signing on behalf of other persons / companies who comprise the Customer, warrant to Spade Deuce that I/we am/are authorised to sign this application on behalf of those other parties;
5. acknowledge and accept that prices of goods are subject to change without notice, and will be subject to GST.

Signed for and behalf of the Customer _____ **Date** _____

Print name _____

Title / Position _____

1. ACCEPTANCE AND VARIATION TO TERMS OF TRADE

- a. Upon placement of your first order after receiving our acceptance of your account application, you become bound by these Terms of Trade and our acceptance.
- b. We can vary any aspect of these Terms of Trade by notice to you.

2. ORDERS FOR GOODS

- a. Orders may be submitted to us by fax, mail, email or phone. You need to specify your Account Number, and then for each book its ISBN, title and quantity. Unless you advise otherwise we will back order any goods that are not in stock at the time of receiving your order.
- b. Orders will be fulfilled as quickly as possible however we do not guarantee delivery dates or supply, and we will advise you as soon as practicable if we are unable to supply the goods. We will not accept liability for any loss incurred by you as a result of any delay or failure to supply.
- c. We may decline to supply goods without notice where you are in breach of these Terms of Trade.
- d. Payment must be made with the order unless you have a credit account with us.
- e. Multiple orders to you will be merged unless specifically requested otherwise.

3. DELIVERY AND ACCEPTANCE OF GOODS

- a. You will be asked to sign a Proof of Delivery docket when our goods are delivered to you.
- b. Damages to goods must be noted on the Proof of Delivery docket or notified in writing to us within 7 days of delivery and returned within 14 days.
- c. If you subsequently find you have received misbound or misprinted books you should contact us regarding our return requirements.

4. PRICES

- a. The price we charge you will be our list price current at the date we dispatch the goods to you.
- b. We may change our prices without notice.
- c. Our prices include Goods and Services Tax.
- d. References to retail prices (usually RRP) on books are recommendations only and there is no obligation on us or you to comply with these prices.
- e. Orders below \$100.00 net invoice value will incur a shipping and handling charge (currently \$10.00).

5. CREDIT POLICY

We may provide a credit account to customers depending on initial orders, trading and turnover history, and other criteria that we may consider appropriate from time to time.

5.1 Credit account

- a. You must complete the Spade Deuce Credit Application Form of which these Terms of Trade form part.
- b. If we decide to provide you a credit account we will advise you in writing with the details of our acceptance.
- c. We may vary those acceptance terms at any time in light of your payment performance and any other criteria.
- d. If you breach any of these Terms of Trade we may suspend or otherwise vary supplies or credit to you without notice
- e. You agree to notify us immediately if details in your application change including particularly anything that affects your ability to pay us when due.
- f. Any change of ownership must be notified to us within 7 days whereupon we may vary, suspend or terminate credit facilities.
- g. Credit balances arising as a result of returns are not repayable in cash, but can be applied against other credit purchases. They must be applied against credit purchases in the same month and not against aged amounts owing and or overdue.

5.2 Payment terms for credit account customers

- a. You must pay in full for all goods invoiced within the terms advised in our letter of acceptance.
- b. You can pay by direct deposit to our bank account, by cheque or by credit card. Credit card payments will incur a service fee of 2%. Payments should be accompanied by an advice of the invoices being paid.
- c. You cannot deduct from your payment the value of goods returned until a credit note has been issued by us.
- d. You must notify us in writing within 7 days of receiving our invoice if you dispute any aspect of the invoice otherwise you shall be deemed to have accepted it as correct and payable.

5.3 Overdue balances

- a. If your account is not paid by the due date we may suspend or cancel the supply of goods to you without notice
- b. If we incur costs in enforcing or recovering debts owing by you then these costs shall be payable by you.
- c. We may charge interest on overdue balances owing by you.

5.4 Retention of title and risk

- a. Risk in the goods shall pass to you upon delivery and you shall insure the goods against loss and damage until you have paid us for them.
- b. Title in goods supplied to you does not pass until you have paid us for these goods and all other goods sold by us to you.
- c. Whilst any goods remain unpaid we may enter your premises and retake possession of those goods.
- d. The sales or insurance proceeds received by you from the sale of our goods shall be applied to pay us any outstanding amounts due in respect of those goods.

6. RETURNS

6.1 Reasons for which we will accept returns:

- a. If goods are damaged upon receipt by you then you can return them to us within 7 days of receipt.
- b. Quantities delivered are in excess of those ordered.
- c. We have specifically sold the goods to you on a sale or return basis.

6.2 Sale or Return

If we sold you goods on a Sale or Return basis you may only return them to us in the following circumstances:

- a. The goods are in resaleable condition free of any stickers or other markings.
- b. It is more than 3 months, but less than 12 months from the invoice date.

6.3 Conditions and restrictions for returns

- a. Goods must be returned at your cost, in appropriate packaging that will ensure they are not damaged in transit, and must be in mint resaleable condition.
- b. Credits for returns will not be paid by cash refund, but can be applied against other purchases.
- c. Pursuant to clause 6.2 and 6.4, where we have declared a book "Out of Print", "Out of Stock Indefinitely" or release a new edition of a title or where we have sold you goods as distributor and that distributorship ceases or transfers to another party, then we will accept returns for only 60 days from the date of announcement of the change. We will announce the change by either:
 - i. The Spade Deuce website, or
 - ii. By written notice direct to you.

6.4 Procedure for returns

- a. You must provide our office with details of all goods being returned. Once approved we will fax a Return Authorisation (RA) that carries a unique RA number for each approval.
- b. Returned goods must be accompanied by a copy of the faxed RA, and all returned cartons must have the RA number clearly visible on the outside.
- c. Upon physical acceptance and processing of the returned goods we will mail you a credit note.
- d. Goods received that do not comply with our returns criteria will be rejected and returned to you at your expense (minimum charge \$10) without credit.

7. SALE OF BUSINESS

- a. You undertake to give us written notice within 7 days of the sale of part or all of your business.
- b. If you sell your business we will not accept returns or refund credit balances to you.
- c. If you sell any goods that were purchased from us to a buyer of your business, those goods shall be bound by these Terms of Trade. In addition all backlist titles shall be deemed to be firm sale and shall not be returnable for credit to the buyer.

8. LAW

These Terms of Trade shall be interpreted under the laws of New South Wales, Australia.

9. DEFINITIONS

'We' and 'us', and 'Spade Deuce' refers to Spade Deuce (ABN 77 072 732 873)
'You' and 'Customer' refers to Spade Deuce's customer
'Goods' means any product supplied by us

10. CONTACT US (Any changes to these details will be updated on our website)

Mailing address PO Box 429 Willoughby NSW 2068

Tel 02 9967 0444

Fax 02 9967 0444

Email info@spadedeuce.com

These Terms of Trade were issued on 1 May, 2007.

Customer's Business Details

The Customer hereby applies to Spade Deuce ABN 77 072 732 873 for credit facilities and submits the following confidential information for this purpose only.

Type Business name Company Partnership Sole trader

Full official registered name _____

Registered office address _____

Suburb / Town _____ State _____ Postcode _____

Senior director/partner/officer's name _____

Senior director/partner/officer's position _____

Senior director/partner/officer's residential address

Suburb / Town _____ State _____ Postcode _____

ABN/ACN _____

Years in operation _____

If part of a chain is this business wholly owned a franchise managed

Address for invoices if to be separate from goods postal address registered office Other

Other invoice address _____

Suburb / Town _____ State _____ Postcode _____

Trading References (additional references may be requested)

1. Name _____ Contact _____ Tel _____

Address _____

Suburb / Town _____ State _____ Postcode _____

2. Name _____ Contact _____ Tel _____

Address _____

Suburb / Town _____ State _____ Postcode _____

Customer's Declaration and Agreement

I/we the Customer and Signatory below:

1. warrant to Spade Deuce that the foregoing information is true and correct;
2. if signing on behalf of other persons/companies who comprise the Customer, warrant to Spade Deuce that I/we am/are authorised to sign this application on behalf of those other parties;
3. if signing as an officer of a company, expressly warrant to Spade Deuce that the Customer is solvent and able to pay its debts as and when due;

Signed for and behalf of the Customer: _____ Date _____

Print name _____

Title / Position _____