



Credit Application Form

Full Name of Company / Partnership / Sole Trader (strike out N/A)

Address		
Suburb	State	Postcode
Nature of Business	Phone	Fax
Premises Owned / Leased / Rented (strike out N/A)	ABN	
Anticipated Monthly \$	Bank & Branch	

I / we have read and accept your terms and conditions of sale printed on the reverse

Directors guarantee

I / we agree that I / we will take full personal financial responsibility for any debts owed by our entity if it should become insolvent and unable to meet the trading terms of Ozclay Pty Ltd trading as Walker Ceramics

Details of Director / Partner / Proprietor (strike out N/A)

Name		Date
Address		
Years involved with entity	AH Ph	Mob
Signature	Witness	

Name		Date
Address		
Years involved with entity	AH Ph	Mob
Signature	Witness	

Trade References (3 must be specified)

Company Name		
Address		
Contact	Ph	Fx
Company Name		
Address		
Contact	Ph	Fx
Company Name		
Address		
Contact	Ph	Fx

Goods remain the property of WALKER Ceramics until fully paid for

Ozclay Pty Ltd t/a Walker Ceramics Australia ABN 30456822810 2/21 Research Dve Croydon South Vic 3136
Telephone 03 87616322 Fax 03 87616344 Email debtors@walkerceramics.com.au



Conditions of Sale

Operation and Jurisdiction

All goods and services specified in this price list are offered subject to our standard Conditions of Sale as herein unless specifically varied by us in writing. Orders are accepted by us only on the terms that these Conditions of Sale shall be deemed to be incorporated in any contract arising therefrom. Conditions sought to be imposed by a customer which conflict with these Conditions of Sale shall be inapplicable to any contract. These Conditions of Sale shall be construed and operated in accordance with the law of the State of Victoria and any contract incorporating these Conditions of Sale shall be subject to the exclusive jurisdiction of the Courts of the State of Victoria.

Limit of Liability

All warranties, guarantees and conditions other than those herein expressed or specifically referred to whether implied by Common Law, Statute, Custom of the Trade or otherwise are hereby expressly excluded.

We accept no liability for any consequential loss, damage or expense of any kind arising from, or in consequence of, any fault or defect of any nature whatsoever.

We can accept no liability for death, injury, loss or damage of any kind whatsoever whether to person or property however caused, arising out of or in connection with any materials, goods or service supplied by us.

We accept no liability in respect of loss or damage to third parties caused directly or indirectly by any materials, goods or service supplied by us and we shall be indemnified at all times by the customer against such loss or damage.

Goods supplied may safely be used for the purpose specified, and within the limitations set out in our current literature, providing normally accepted methods of use are employed. We accept no liability where goods are used other than for the purposes specified, and within the limitations set out in our current literature, unless we have previously received details of the intended use of the goods and submitted in writing to the customer our specific recommendations.

Materials

They should be sample tested for suitability before use. It is important to prove their effectiveness under the particular conditions that they are to be subjected to. The buyer must make **all claims within SEVEN days** from receipt of materials and in no circumstances will the sellers be liable for any loss in excess of the contract price of the material supplied.

Descriptions and Specifications

All descriptions and specifications, including drawings and particulars of weights and dimensions submitted in writing or stated verbally, and the descriptions and illustrations contained in our catalogues, price lists and other literature are intended merely to present a general idea of the goods described and shall not form part of the contract. In accordance with our policy of constantly improving products, we reserve the right to change the specification or delete items from our catalogues, price lists and other literature without prior notice.

Performance

All performance figures given by us are based on experience and are such as they expect to obtain on test. We accept no liability if these are not obtained.

Kilns, Machinery and Equipment

These are sold under their own guarantee conditions and time period.

Delivery

Although we make every effort to give prompt delivery and to comply with stated delivery dates, we cannot accept liability for any loss or damage due to delay outside our control.

Carriage and Insurance

When goods are despatched by outside carrier or by rail, insurance is the responsibility of the customer and if requested with order will be arranged with the nominated carrier under the conditions of carriage offered. Off loading and moving into position shall be the sole responsibility of the customer.

Prices

Prices in our current catalogues and price lists supersede those given in previous publications and are subject to alteration without notice. Such prices including any given verbally are intended for guidance only and unless otherwise agreed in writing, orders will be invoiced at prices ruling at date of despatch.

All prices quoted are ex our store and despatched freight forward unless otherwise arranged.

Unless otherwise stated all quotations are made without engagement. No binding contract shall be created by the acceptance by the customer of a quotation unless CONFIRMED IN WRITING BY OURSELVES.

Payment

We allow credit to Education Establishments and similar bodies and we allow credit to other customers by prior arrangement and on production of acceptable trade and bankers references.

Payment of credit accounts is NETT 30 days from statement date. Non-compliance will result in the automatic withdrawal of credit facilities.

The company may also charge the purchaser any legal costs incurred in recovering a debt when notice has been provided to the purchaser that the payment is overdue.

Goods remain the property of Ozclay Pty Ltd t/a Walker Ceramics Australia until payment is received in full.

Prices are correct at the date of printing but are subject to change without notice.

Errors and omissions excepted. (E & O.E.)