



THE MOST REALISTIC FLAMELESS  
WAX CANDLES IN THE WORLD

Enjoy Lighting ABN 26 399 700 712  
PO Box 736, Hawthorn, Melbourne, Victoria, Australia 3122  
p: + 61 (0)3 9882 8890 f: +61 (0)3 8678 3117  
e: sales@enjoylighting.com.au w: www.enjoylighting.com.au  
f: enjoylightingaustralia t: enjoylightingau y: enjoylightingau

## TERMS & CONDITIONS (STANDARD)

### 1. DEFINITIONS

In these Conditions of Sale: The "Company" means Xtracorp Pty Ltd A.C.N 091 402 327 trading as Enjoy Lighting; the "Customer" means the person, or company ordering or buying the Goods from the Company; the "Goods" means the goods or services supplied by the Company to the Customer. "You" or "your" refers to the Customer, "Guarantor" or "Guarantors" means the Directors of the Customer that sign the Trading Agreement as such. These conditions shall apply to and be incorporated into every agreement between the Company and Customer under which the Company supplies goods or services at the request of the Customer. No contract in respect of the Goods will arise between the Company and the Customer until the Customer's order has been accepted by the Company. Any quotation and contract between the Company and the Customer shall in all respects be governed by and construed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with the contract.

### 2. ACTING IN RELIANCE

The Customer warrants that the information provided by the Customer in this Trading Agreement is true and correct. The Customer acknowledges that the Company in providing the Goods to the Customer will act in reliance on this information.

### 3. GUARANTEE

In consideration of the credit granted to the Customer, the Guarantor hereby guarantees to the Company, all monies due to the Company by the Customer and agrees that this guarantee is a continuing irrevocable guarantee that shall not be affected by any time or other concession or indulgence of any kind granted and that the Guarantor is a principal debtor to the Company, not just a surety. This guarantee shall continue to apply and shall not be prejudiced in any way by the insolvency of the Customer or by the monies owing not being owing or recoverable from the Customer for any reason related to insolvency.

### 4. PRICES

Prices are subject to change without notice. Unless otherwise specifically stated, any prices quoted by the Company are in Australian dollars and are inclusive of packaging but exclusive of GST and freight charges and the Company shall charge extra in respect of such items. **Orders with a minimum value of AUD\$295 excluding GST per location will deem the order freight free to metropolitan zones within Australia.**

### 5. ORDERS

All products are to be ordered in multiples of the Minimum/Multiple quantity. The Company reserves the right to not accept any order received. Any stock not available at the time of ordering will be automatically backordered at the discretion of the Company.

### 6. PAYMENT TERMS

**Please note that orders will be Pro-forma until the Company has received your completed Trading Application and approved your credit limit.** Credit terms are subject to the acceptance of the Credit Application and validation of trade references. **Trading terms are strictly 30 days net from invoice date.** Payments can be made by EFT. Credit cards accepted are Visa and MasterCard. A credit card processing fee of 1.5% excluding GST will be added to the invoice.

### 7. SANCTIONS FOR LATE PAYMENTS

In the event that the Customer defaults in making payment to the Company in accordance with the Terms and Conditions above the Company may in its absolute discretion take the following steps:

- i) The Company is entitled to charge interest calculated on the portion of the Customer's overdue amount at the rate of 15% per annum from the due date.
- ii) If payment is not received after 45 days of due date the Company will take legal action to recover the outstanding amounts. All costs including debt collection, commissions, solicitor fees, and any out of pocket expenses will be the liability of the Customer. Credit will no longer be available.
- iii) Customer's credit limits will be reviewed periodically and may be revoked at any time due to poor payment history whereupon all amounts owing to the Company shall be paid immediately and the account will revert to Pro-forma Invoice.

### 8. RETENTION AND PASSING OF TITLE

The risk in the Goods shall pass to the Customer on delivery but until the Company has received payment in full for the price of the Goods and for any recoverable interest, costs, charges or expenses incurred by the Company in relation to them, the Goods shall remain the ownership and property of the Company. If such payment in full for the Goods is not made as agreed, the Company, or the Company's nominated agent, may enter upon any premises where the Goods are located that are occupied by the Customer or a third party on its behalf with the deemed consent of the third party, to recover the unpaid Goods.

### 9. PRIVACY AUTHORITY

Where Goods are supplied to the Customer on credit the Customer irrevocably authorises the Company, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including the making of enquiries of persons nominated as trade references, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorises the information sources to disclose to the Company such information concerning the Customer which is within their possession and which is requested by the Company.

### 10. GST

To the extent that the supply of Goods under this agreement is a taxable supply the Fee shall be increased by the amount equal to any GST which the Customer is liable to pay in respect to that supply. The expressions of "GST", "supply", "taxable supply", and "tax invoice" have the same meanings as in 'A New Tax System'(Goods and Services Tax) Act 1999.

### 11. INTELLECTUAL PROPERTY

Any use of the Company's Trademarks or Images shall be subject to the Company's right to review and approve or reject in advance each proposed use of the Trademark or Image, and shall conform with any Trademark or Image usage guidelines, policies, or requirements provided by the Company. All artwork, copy or images must be submitted to Enjoy Lighting for approval prior to print, upload to web or any other usage. The Customer will not take any action that would conflict with or be contrary to the Company's rights and interest in its Trademarks and Images.

### 12. POINT OF SALE

The Company may provide point of sale display materials at their discretion. These materials and items remain the property of the Company. The Customer agrees to maintain any Point of Sale provided and use them to display the Company's Goods only.

### 13. LIMITED GUARANTEE

Products are guaranteed to be free from manufacturing defects excluding normal wear and tear and are warranted to be in good working order for 12 months if properly used in accordance with the instructions provided. If the Goods are faulty, the Customer's rights are limited to the extent permissible at law to those rights hereunder.

### 14. FAULTY

All faulty Goods must be notified within 10 days of receipt of Goods. All faulty Goods must be sighted by the Company's agent. Any breakages after Goods have been unpacked from inners will not be accepted. Replacement Goods or a credit will be provided to the Customer for the faulty Goods.

### 15. INCORRECT STOCK OR RETURNS

Must be advised within 10 days of receipt of Goods. Customers are required to attain a Return Authorisation Number by providing the invoice number of the shipment. Phone +61 (0)3 9882 8890. A restocking fee of 15% of the invoice total will be charged on all accepted returns excepting incorrect items and Goods will be shipped at Customer expense. No returns will be accepted for Goods that have been damaged, modified from their original state or unpacked from inners.

### 16. DELIVERY TIMES

**Orders from stock** will be delivered within 4 days to metropolitan zones within Australia (excluding Perth) subject to delays caused by things outside of the control of the Company. Point of sale material may be sent separately. The Company reserves the right to extend delivery times during peak periods. Cancellation of orders will not be accepted until after the delivery date advised when the order is placed.

### 17. PROMOTIONS & GIVEAWAYS

All promotions conducted by Enjoy® Lighting Australia (unless otherwise stated) are open to all members of the public residing in Australia. Employees or Agents of Enjoy® Lighting Australia or their immediate families, contractors and agencies associated with any promotion are not eligible to enter. Incomplete entries will be deemed invalid and will be discarded. Enjoy® Lighting Australia accepts no responsibility for late, lost or misdirected subscriptions, prizes or giveaways. Once a promotional item has left our warehouse Enjoy® Lighting Australia at their discretion accept no responsibility for replacement due to loss through breakage or non delivery. Enjoy® Lighting Australia also reserves the right in its sole discretion to disqualify any entrant who appears to have tampered with any entry process, including unauthorised intervention, fraud, technical securities, administration securities, fairness, integrity or proper conduct of the competition. All giveaways are limited to one per household unless expressly advised. Giveaways are not negotiable or exchangeable and cannot be taken as cash. Giveaways are also subject to the terms & conditions of the promotion. Enjoy® Lighting Australia is not responsible or liable for any change in the value of the prize occurring between the date of publishing and the date the prize is claimed. Enjoy® Lighting Australia reserves the right to modify these terms and conditions from time to time as they see fit.

### 18. HIRE

Please refer to Enjoy Lighting – Trading Terms and Trading Agreement (Hire) July 2012 V3

AS DIRECTOR/OWNER OF (Company Name) \_\_\_\_\_  
I/W/E HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS OF TRADE. DATE \_\_\_\_\_

#### FOR OFFICE USE ONLY

ASSIGNED AGENT \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
APPROVAL FROM MANAGEMENT \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
ACCOUNT CREATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CUSTOMER NUMBER \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_



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### TRADING AGREEMENT

Full Company Name: \_\_\_\_\_ ABN: \_\_\_\_\_  
Business Type:  Company  Sole Trader  Partnership  Trust  Other \_\_\_\_\_  
Trading Name: \_\_\_\_\_  
Trading Address: \_\_\_\_\_  
Delivery Address of Goods: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Contact Details: Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

### DETAILS OF DIRECTORS/PARTNERS/OWNERS

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Address: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Address: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Nature of Business:  Gift & Homeware  Garden  Interior/Furniture  Hospitality  Display/Event  
Select main type  Other \_\_\_\_\_ Number of years in business: \_\_\_\_\_  
Name of Contact for Purchasing: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Name of Contact for Accounts: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**PERSONAL GUARANTEE:** I/We acknowledge that I/we have read and understand the Trading Terms as explained to us by the Supplier and the notice pursuant to section 18(e) Privacy Act being the Suppliers Trading Terms as given to us by the Supplier. I/We understand this agreement binds me/us personally.

Name of Signatory: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Signatory: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICATION FOR CREDIT** – Please complete all details of this section – Applications for Credit with incomplete Trade References will not be processed. Please provide three Trade References who you have a minimum of two years trading history. Refer to Terms & Conditions clause 6.

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Years Trading \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_   
Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Years Trading \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_   
Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Years Trading \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_   
Applicants Bank: \_\_\_\_\_ Bank Ph: \_\_\_\_\_  
Bank Account Name: \_\_\_\_\_ BSB: \_\_\_\_\_ Account : \_\_\_\_\_

**DECLARATION (to be signed by the authorised officer of the Business/Company):** I/We declare that the information given above is correct and I/we hereby apply for credit facilities for the purchase of goods & services from Enjoy Lighting. In consideration of the credit granted, the Applicant hereby guarantees to Enjoy Lighting, all monies due to Enjoy Lighting by the Applicant and agrees that this guarantee is a continuing irrevocable guarantee that shall not be affected by any time or other concession or indulgence of any kind granted and that the Applicant is a principal debtor to Enjoy Lighting, not just a surety. This Applicant shall continue to apply and shall not be prejudiced in any way by the insolvency of the Applicant or by the monies owing not being owing or recoverable from the Applicant for any reason related to insolvency. The Applicant consents to the information contained in this application and concerning the credit account being used for reference and/or credit reporting.

Name of Signatory: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Drivers Licence \_\_\_\_\_  
Name of Signatory: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Drivers Licence \_\_\_\_\_