



CALISKAN HOLDINGS

EST. 2001

Caliskan Holdings

ABN: 40 624 910 032

Unit 8 9-12 Lambridge Place,
Penrith NSW 2750 Ph: 1300 488 111

Mob: 0413 977 881 Emre

Mob: 0433 198 534 Richard

Email: sales@caliskan.com.au

ACCOUNT / CREDIT APPLIACTION

Registered company name ("Customer"):

Trading name:

Phone No: ()

Number of years trading under present ownership:

Fax No: ()

Mobile:

ABN:

ACN:

Buyer E-mail:

Accounts E-mail:

Other E-mail:

Registered Address:

Postcode:

Trading Address:

Postcode:

Postal Address if different from above:

Business Type:

Sole Proprietor

Partnership

Company

Trust

(Please tick one)

OWNERS/DIRECTORS/GUARANTORS

Name:

Owner Director Guarantor (Owners and Directors must personally guarantee their business and sign the 'Personal Guarantee' section below)

Name:

Owner Director Guarantor (Owners and Directors must personally guarantee their business and sign the 'Personal Guarantee' section below)

Residential Address:

Home Phone: ()

Residential Address:

Home Phone: ()

Postcode:

Postcode:

Driver License number:

Expiry:

Copy Attached? Yes No (Please attach a copy of the front & back of licence)

Driver License number:

Expiry:

Copy Attached? Yes No (Please attach a copy of the front & back of licence)

CURRENT TRADE REFERENCE

Name:

Name:

Name:

ABN

ABN:

ABN:

Address:

Address:

Address:

Phone No: ()

Phone No: ()

Phone No: ()

Fax No: ()

Fax No: ()

Fax No: ()

Email

Email:

Email:

AUTHORISED SIGNATORY OF THE CONTRACTING PARTY

- I certify that the above information is true and correct and that I am authorised to make this application for credit.
- I acknowledge that I have read and accepted the Terms and Conditions attached to this application. In accordance with the Privacy Act (1988)
- I authorise any person or company to give information as may be required in response to credit enquiries.
- I authorise Caliskan Holdings to give information provided in this application to a credit reporting agency for the purpose of assessing my application.
- I have read and understood Caliskan Holding's Privacy Statement attached in this application Form.

I acknowledge that I have read and understand the Terms and Conditions attached to this application form. In consideration of Caliskan Holdings providing credit to the Customer, I hereby personally guarantee the payment of all monies outstanding from time to time to Caliskan Holdings. Further I agree to indemnify Caliskan Holdings and keep indemnified in respect of any cost/and/or expenses incurred by Caliskan Holdings and arising out of Customer's failure to comply with Caliskan Holding's Terms and Conditions.

I understand that by signing at the bottom of this form that I agree to the conditions above in this contract section and all proceeding sections.

Applicant Details		Guarantor Details	
Full name:		Full Name:	
Signature of Applicant:		Signature of Guarantor:	
Capacity of Signatory:		Date:	
Date:		Witness name and Signature:	
OFFICE USE ONLY			
Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	File Created? <input type="checkbox"/> Yes <input type="checkbox"/> No	Entered into system? <input type="checkbox"/> Yes <input type="checkbox"/>
Authorised by / Signature:		Account Limit: \$	Code:
Additional Terms/Comments:			
Information verified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Company search attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Credit check performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Caliskan Holdings Pty Ltd – “Terms and Conditions”

1. Supply of Goods Provisions

- 1.1 Caliskan Holdings will supply Goods to the Customer on the terms and conditions set out in this agreement, providing that the Customer complies with the terms in this agreement, or as varied by Caliskan Holdings from time to time. The Customers acceptance of the Goods will be taken to be acceptance of this agreement.
- 1.2 This agreement will continue until terminated by either party by written notice notwithstanding Caliskan Holdings may terminate it immediately by denying the supply of Goods to the Customer if the Customer is in breach of any of the conditions of this agreement.

2. General Terms

- 2.1 All orders are subject to approval. A current Account Application is required for new accounts and may be required for existing accounts prior to shipment. Caliskan Holdings reserves the right to reject applications without cause or liability.

3. Payments

- 3.1. The Customer agrees to pay Caliskan Holdings as charges/invoices become payable. The Customer must pay or provide evidence of payment on or before the charges/invoice becomes due in accordance with this agreement.
- 3.2. Invoices will be rendered by Caliskan Holdings on delivery or upon dispatch of Goods and if credit has been granted the Customer must make payments strictly within 30 days of Caliskan Holdings’s invoice date unless otherwise agreed in writing between Caliskan Holdings and the Customer.
- 3.3. Caliskan Holdings is entitled to charge the Customer:
 - a) any sales tax or GST, stamp duty, taxes or other government levy or charge payable in relation to the sale of Goods; and
 - b) all freight, transportation and delivery costs for the Goods

4. Property and Ownership

- 4.1. The legal and beneficial ownership of the Goods will remain with Caliskan Holdings until payment in full has been made by the Customer for all monies due by the Customer on all individual contracts/invoices for the supply of Goods between Caliskan Holdings and the Customer, and until that time;
 - a) the Customer will hold all Goods as bailee for Caliskan Holdings;
 - b) the Customer irrevocably undertakes that Caliskan Holdings (its servants or agents) will have the right immediately (and without prejudice to any other rights Caliskan Holdings may have) without notice or demand to immediately enter upon the Customer’s premises and retake possession and remove the Goods in the possession of the Customer or whosoever situated with;
 - c) Where the Customer sells Goods for which it has not paid Caliskan Holdings in full, the proceeds of the sale of those Goods will be paid into a separate account and the Customer will account to Caliskan Holdings from this account for full payment for the goods; and
 - d) Caliskan Holdings will be entitled to retain possession of any documents or certificates of registration ownership or otherwise evidencing title to the Goods.

5. Warranty

Caliskan Holdings will not under any circumstances be liable to the Customer or any other person or event related to or associated with the Customer for direct, indirect, consequential or incidental loss, costs, damages or expenses of whatsoever nature

including but not limited to loss of profits, loss of savings other incidental or consequential damages arising out of or relating to the Goods including any default in the Goods unless such loss, costs, damages or expenses are caused by the breach or default of Caliskan Holdings under these Conditions, in which Caliskan Holdings’s liability will be limited to direct damages arising out of such breach or default.

6. Delivery, Risk & Acceptance of Goods

- 6.1 The Customer must notify Caliskan Holdings of any shipping errors or goods damaged in transit within seven (7) days of receipt of shipment. No discussion will be entered into after this period. Damaged or defective merchandise will be credited or replaced with like products in good condition as soon as possible after receipt and inspection.
- 6.2 The Customer must complete a Customer Returns Form for assessment by Caliskan Holdings prior to sending back any Goods. If the Customer returns stock to Caliskan Holdings without written approval, the Customer will be responsible for any freight or postage incurred and Caliskan Holdings will not assess, replace or credit the Customer’s account for the Goods returned.
- 6.3 The Customer must upon delivery of Goods by a Nominated Courier, ensure that all Goods on the consignment note have been delivered. In the event of discrepancy between the consignment note and the number of Goods delivered, the Customer must record the discrepancy with the Nominated Courier. If Goods are accepted from the Nominated Carrier without the Customer noting the missing Goods, Caliskan Holdings will not be held liable and the Customer will not make any claim against Caliskan Holdings for Goods not received.

Caliskan Holdings will use its best endeavors to comply with the Customers requests in terms of time frame for delivery. Any date accepted by Caliskan Holdings for delivery of the Goods is an estimate and does not constitute a condition or warranty of the contract.

7. Retail Customer Claims

- 7.1 If a Retail Customer returns an item to the Customer which they deem to be faulty the Customer may only claim through Caliskan Holdings if it is deemed to be a manufacturing fault. The Customer must complete and return to Caliskan Holdings a Customer Returns Form.
- 7.2 Caliskan Holdings will only review manufacturing faults when the Retail Customer returns Goods within 14 days of the purchase date. Wherever possible the item will be replaced. If a replacement cannot be made than a credit will be issued against the Customer’s account. Caliskan Holdings reserves the right to inspect returned product. Caliskan Holdings will inspect the product and contact the Customer with a result on the Retail Customer claim within a reasonable time. Any freight or postage incurred to return goods to Caliskan Holdings is the responsibility of the Customer.

8. Dropship Customers

Where Caliskan Holdings has offered a Dropship service to a customer, the Customer agrees to be further bound and agree to the following conditions:

- 8.1 **Shipping Costs:** Quoted shipping costs are per item – combined shipping is not available as billing occurs on a per consignment basis. Caliskan Holdings cannot offer rebates or refunds for shipping costs under any circumstances. Quoted shipping costs do not include on forwarding or rural/remote charges which must be paid by the Customer.
- 8.2 **Shipping Times:** Upon receipt of complete shipping details in the required CSV format, Caliskan Holdings will dispatch orders within 1-5 business days or as agreed. Caliskan Holdings will endeavor to ship items within this specified timeframe, however shipping times will be governed by clause 6.4 of this contract.
- 8.3 **Issues with Delivery:** The Customer is responsible for the

freight cost of the, pickup and replacement of goods if necessary under the following circumstances:

- a) insufficient contact information was provided and items were Returned to Sender to warehouse; and
- b) the Retail Customer has changed their mind;
- c) Customer error or misrepresentation of a product;
- d) Retail Customer has given Authority to Leave (ATL) and Caliskan Holdings has obtained a proof of delivery;
- e) Incorrect item specified on the CSV Shipping file or PO;
- f) insufficient contact information was provided and items were Returned to Sender; and
- g) the Retail Customer has given Authority to Leave (ATL) and Caliskan Holdings has obtained a proof of delivery;

8.4 **Insurance:** Caliskan Holdings does not insure items dispatched direct to Retail. Customers. Caliskan Holdings may offer a 50% discount and pay 50% of freight costs in the event that an item is deemed Lost in Transit, or Damaged in Transit.

8.5 **Time limitations and conditions for claims:**

- a) Retail Customer change of mind must be made within 5 days of item receipt, items must be undamaged, unworn and in original packaging. Restocking fee of 20% may be charged at Caliskan Holdings discretion. Items received by Caliskan Holdings, damaged due to incorrect packaging, will not be eligible for refund, credit or replacement.
- b) Claims for courier damage will be governed by clause 6.1 and 6.3 of this Agreement subject to 6.4
- c) Manufacturing faults claims will be governed by clause 7.2 of this agreement with the Words, "14 Days" Replaced with in "5Days"

9. **Suspension of Delivery**

In addition to any other rights which Caliskan Holdings may have under these Conditions, Caliskan Holdings may suspend deliveries on Goods should any monies, due by the Customer to Caliskan Holdings remain unpaid from the date that payment is due.

10. **Interest on Unpaid Monies**

Interest at the rate of twelve (12%) per annum calculated daily may be applied to all amounts thirty (30+) days Overdue, payable until payment in full is received by Caliskan Holdings. The Customer agrees that this rate is a genuine pre-estimate of the minimum loss liquidated damages which will be sustained by Caliskan Holdings for non-payment in accordance with this Agreement

11. **Costs**

If a breach occurs by the Customer of any terms of this agreement, the Customer will be liable to and indemnifies Caliskan Holdings against all costs, charges, and expenses incurred by Caliskan Holdings and consequence of that breach including but not limited to all legal costs, charges and expenses/fees incurred in the recovering of that debt.

12. **Unenforceability**

If anything in this agreement is unenforceable, illegal or void it is severed to the extent it may be severed and the rest of the agreement remains in force.

13. **Change of ownership**

The Customer agrees to notify Caliskan Holdings in writing of any change of ownership of the Customer within seven (7) days of such change and indemnifies the supplier against any loss or damage incurred by it as a result of the Customers failure to notify Caliskan Holdings.

14. **Waiver and Remedies**

Failure or delay in exercising any right on the part of Caliskan Holdings under this agreement does not constitute a waiver of any right, power or privilege or of any breach or default by the Customer.

15. **Jurisdiction**

This agreement will be governed in accordance with the laws in force in New South Wales.

16. **Definitions**

"Account Application" means the application form completed by the Customer applying for Goods and/or credit;

"Customer" means the person purchasing the goods from Caliskan Holdings;

"Customer Returns Form" means the application form completed by the Customer applying for a return/exchange/credit from Caliskan Holdings;

"Damaged in Transit" means goods that have been damaged while in transit to the Retail Customer;

"Dropship" means goods being sent directly from Caliskan Holdings to the Retail Customer;

"Goods" means, floor coverings, rugs, stands, clips, and all other goods which are sold by Caliskan Holdings;

"Lost in Transit" means goods that have been deemed unrecoverable by the courier service;

"Nominated Courier" means any courier nominated by Caliskan Holdings to deliver the Goods to the Customer;

'Overdue' any account with Caliskan Holdings for money payable that remains unpaid for a period of 30 days or any other period agreed in writing with the Customer and Caliskan Holdings;

"Related Body Corporate" has the same definition as section 9 of the Corporations Act 2001;

"Retail Customer" means the Customers end buyer; and

"Caliskan Holdings" means Caliskan Holdings Pty Limited ACN 624 910 032 and any Related Body Corporate, trust, or agency nominated by Caliskan Holdings Pty LTD.

Please e-mail this completed form to sales@caliskan.com.au

Caliskan Holding Pty Ltd. Privacy Policy

1. Privacy Statement

1.1 We respect your privacy and are committed to protecting your personal information. Our privacy policy outlines our approach to privacy and how we collect, use and protect your personal information. It also sets out your rights in relation to accessing the personal information we collect and hold about you. We are bound by the Australian Privacy Principles (or APP's) in the Privacy Act 1988 (Cth).

1.2 Personal information is defined in the Privacy Act 1988 (Cth) and means information or an opinion about an identified individual, or an individual who is reasonably identifiable.

1.3 Our Website may contain links to third party websites. We are not responsible for the privacy policies of any third-party websites. We recommend that you review the privacy policy of each website you visit.

2. Collection of Personal Information

2.1 We only collect personal information for the purposes of conducting our business as an online retailer and trader. The personal information we collect from you will include information you give us when you:

(a) register or subscribe to our website;

(b) complete a transaction with us; and

(c) contact us.

2.2 The personal information that we collect on individuals may include, but is not limited to:

(a) your name;

(b) your contact details including your email, home/delivery address and billing address;

(c) your payment details; and

(d) other personal information that we collect in the course of a transaction or that you provide to us when you contact us.

2.3 We only collect sensitive information in circumstances where you consent to the collection of this information, or it is reasonably necessary for, or directly related to the purpose outlined above.

2.4 We may collect personal information from individuals who are not customers of our business but whose personal information is given to us by those individuals via our website or in the course of a transaction.

2.5 Where reasonably practicable, we attempt to collect information directly from individuals. When we collect information, we will generally explain to the individual why we are collecting it, who we give it to and how we will use or disclose it or, alternatively, those matters will be obvious from the circumstances.

2.6 If we collect information about an individual from someone else, we will take reasonable steps to ensure that

the individual is made aware of the matters above.

2.7 We will collect personal information from you by lawful and fair means and not in an unreasonably intrusive way.

2.8 When you visit our website, we, and/or third parties, may place cookies on your browser to enhance and manage our website and improve our business and the services we provide to you. We and/or Google may use this information to optimise and place advertisements, including advertisements of third-party vendors and remarketing advertisements based on past visits to this website, on our own- and third-party websites. Google's ability to use and share information collected by Google Analytics is restricted by the Google Analytics Terms of Use and Privacy Policy.

2.9 By using the website and agreeing to this policy, you grant us permission to place and store cookies on your browser. Cookies may be used by us to collect the following information:

(a) your computer's operating system;

(b) your computer's browser type and capabilities;

(c) your computer's Internet Protocol (IP) address and geolocation;

(d) web pages visited, including how you were referred to each web page; and

(e) web page usage statistics, including the time spent on each web page.

2.10 In addition, third parties may place and read cookies on your browser, or use web beacons or similar technologies to collect information, including, where applicable, for the Google Trusted Stores program.

2.11 Cookies can be managed by accessing the individual settings in your browser.

2.12 We will not identify users or their browsing activities, except where required by law or in accordance with our Terms and Conditions of Use and Sale.

3. Using and Disclosing Your Personal Information

3.1 We will generally use or disclose your personal information only for the primary purpose for which it was collected; or for a related secondary purpose where you would reasonably expect us to use or disclose the personal information for that secondary purpose. We may otherwise use and disclose your personal information if you have given us consent for the use or disclosure or it is required or authorised by law.

3.2 Generally, we use and disclose your personal information for the purpose of providing you with the goods or services that you have requested, or otherwise to enable us to carry out our business as an online retailer of goods and services.

3.3 If those purposes for which we have collected the information involve providing personal information about an individual to any third party, we will take appropriate and reasonable steps to ensure any personal information is protected.

3.4 We will generally only use personal information for marketing if you have given express or implied consent or it is impracticable to seek consent before this use.

3.5 When registering with us, you consent to us using your personal information, such as your email address, for direct marketing purposes. You may opt out of receiving these direct marketing communications at any time. Our electronic marketing activities will comply with the requirements of the Spam Act 2003 (Cth).

4. Security of Your Personal Information

We take steps to protect the personal information we hold against loss, unauthorised access, use, modification or disclosure and against other misuse. When no longer required, personal information is destroyed in a secure manner or deleted.

5. Access to Your Personal Information and Complaints Procedure

5.1 Under the Privacy Act 1988 (Cth), you have certain rights to access the personal information we collect and hold about you.

Initials Required: -----

Date:-----