



**Be Seen  
Be Noticed**

# Purchase Contract

PO Box 911 Mt. Eliza, Victoria 3930  
 ABN: 43 100 778 149  
**ph: 0400 191 111**  
 fax: (03) 9787 1269  
 email info@capads.com.au  
 www.capads.com.au

<b>Purchaser</b>		<b>ABN Number</b>	
<b>Trading name</b>			
<b>Name of authorising buyer (Signee)</b>			
<b>Delivery address</b>	_____	<b>Postal code</b>	
<b>Postal address</b>	_____	<b>Postal code</b>	

### Details of transaction

	Unit	14"	15"	16"	17"	18"	19"	20"	22"	24"	Related notes
<b>Quantity ordered</b>	No of sets										
<b>Cost per set</b>	As per rate sheet										
<b>Sub-total Cost excl GST</b>	\$Aus										
<b>Decal sets (if applicable)</b>	No of sets										
<b>Decal cost per set</b>	\$Aus										
<b>Total cost of decals</b>	\$Aus										
<b>Sub-total</b>	\$Aus										
<b>Gst at 10%</b>	\$Aus										
<b>Total Owing</b>	\$Aus										

### Authorisation of transaction between CapAds™ & the purchaser

I, \_\_\_\_\_ (signee) authorise the purchase of the CapAds listed on this document. I have read and understood the contents of this agreement and the terms and conditions listed overleaf.

<b>Name (Signee)</b>		<b>Date</b>	
<b>Designation (if app)</b>			
<b>Signature</b>			

<b>Accepted by CapAds' Authorised Agent</b>		<b>Date</b>	
<b>Signature</b>			



# Terms & Conditions

## PURCHASING

  
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Payment is strictly due on delivery, unless another payment date is agreed to in writing by CapAds.

All CapAds remain the property of CapAds (Pty) Ltd until paid for in full.

The Signee warrants that he/she is authorised to enter into this Contract on behalf of the Purchaser and agrees that he/she will be personally responsible for honouring the Purchaser's performance of this Contract.

Any amount outstanding after the agreed payment date shall accrue interest at the current overdraft rate as stipulated by the Commonwealth Bank of Australia. The purchaser would be liable for this accrued interest and the outstanding amount.

Forced retraction of units (by the supplier) due to non-payment does not rescind the purchaser of their responsibility to any outstanding amount.

Neither legal or beneficial property in the product supplied to the Purchaser by CapAds shall pass to the Purchaser until payment in full for all products supplied by CapAds to the Purchaser has been received by CapAds.

The Purchaser acknowledges that until full payment is made for the CapAds, the Purchaser holds the CapAds as bailee of the CapAds.

If payment is not paid within seven (7) days of final demand in writing by CapAds, then without prejudice to any other remedies, the Purchaser grants CapAds a License to enter the premises where the CapAds are located at any time and take possession of them. The Purchaser will be liable for all costs associated with the exercise of CapAds' rights under this clause.

CapAds shall not be liable for any loss (including loss of profit), injury, damage or expense (direct or indirect of consequential or otherwise) incurred or suffered by the Purchaser or any third party by reason of any failure by the Purchaser or any third party to fit or use the goods in accordance with CapAds recommendations and instructions.

CapAds shall be under no liability in respect of any loss (including loss of profit), injury, damage or expense (direct or indirect of consequential or otherwise) incurred or suffered by the Purchaser or any third party:-

- (i) A reason of any defect in the goods or any part thereof; or
- (ii) By reason of any failure by CapAds to comply with its obligations hereof by reason of any act or default on the part of any officer or servant of CapAds; or
- (iii) Under any collateral Contract or condition of warranty; or
- (iv) By reason of any error in any representations made by CapAds or any officer or servant of CapAds to the Purchaser.

These Terms and Conditions of sale shall constitute the sole agreement between the parties to the total exclusion of all others except as agreed to by the parties in writing. All implied terms, conditions or warranties herein or in the business relationship between CapAds and the Purchaser shall be expressly voided and excluded, other than those implied by the statute.

These Terms and Conditions of all matters governing the business relationship between CapAds and the Purchaser shall be governed by the Laws of the State of Victoria.

Signature X\_\_\_\_\_