

Terms and Conditions

TGT PTY LTD TERMS & CONDITIONS

1. Prices are subject to change without notice and orders are accepted on the basis of prices effective on date of delivery.
2. Terms of payment are strictly thirty (30) days from Statement Date, i.e. purchases made during one month are due and payable by the 30th day of the following month. Failure to pay within these terms could result in suspension of Credit Facilities until all outstanding amounts are paid in full.
3. TGT Pty Ltd reserves the right to withdraw credit facilities at any time without notice.
4. TGT Pty Ltd reserves the right to charge interest on overdue amounts at a rate from time to time determined by TGT Pty Ltd but not exceeding 18 percentum per annum or 2 percentum per annum above Westpac's credit card rate (whichever is the greater). Such interest to be charged from the due date for payment and calculated at monthly rests. Such interest, if applied, will be charged direct to your account.
5. The APPLICANT will be liable for any costs incurred in enforcing payment of the account. The jurisdiction for any legal claim arising from any default will always remain in the State of Queensland.
6. Payments made by the APPLICANT will be applied firstly to interest or legal costs payable on amounts overdue, secondly in satisfaction or part satisfaction of overdue accounts and thirdly in satisfaction or part satisfaction of the amount owing on the current account.
7. All goods are sold in accordance with the "Standard Terms and Conditions" as outlined on the purchase invoice.
8. Should any changes take place affecting the legal entity, structure or management control of the APPLICANT, then TGT Pty Ltd will be notified immediately in writing.
9. Unless otherwise stated in this application, the APPLICANT is not structured on a trusteeship involving discretionary, unit or family trusts.

Retention of Title:-

All goods and services sold by TGT Pty Ltd remain the property of TGT Pty Ltd or its Principal until all monies due to TGT Pty Ltd or its Principal are paid in full by the APPLICANT;

The APPLICANT shall be the bailee of all goods of TGT Pty Ltd or its Principal.

The risk in the goods shall pass to the APPLICANT upon dispatch, ex-Branch/Warehouse.

If the APPLICANT fails to pay for the goods as agreed, or a controller, administrator, liquidator or provisional liquidator is appointed to the APPLICANT or the APPLICANT commits an act of bankruptcy or a similar event occurs, the APPLICANT's right to process, sell or otherwise deal with any of the goods or collect sale proceeds of the goods immediately ceases and TGT Pty Ltd or its Principal shall have the immediate right to enter onto the APPLICANT's premises and take possession of all goods.

TGT Pty Ltd reserves the right to enter any premises occupied by the APPLICANT for the purpose of inspecting the goods sold.

PRIVACY ACT

1. Under Section 18E(8)(c) of the Privacy Act, TGT Pty Ltd is allowed to give a credit reporting agency personal information about your credit application.
2. The customer agrees that TGT Pty Ltd may use personal information held on the APPLICANT for purposes in connection with our normal business operations.
3. TGT Pty Ltd advises the APPLICANT that any personal information is generally collected for the primary purposes of:

maintaining customer records
delivery

supply of goods and services
account keeping
invoicing
debt collection
credit reference checks
and for the related secondary purpose of:

marketing activities

All APPLICANT's will have the ability to opt out from receiving marketing material including those sent by e-mail, mail, phone, fax and post.

4. An APPLICANT's personal information may be disclosed to related entities to facilitate the primary and secondary purposes mentioned above or as otherwise required by law.

5. TGT Pty Ltd's treatment of personal information will be in accordance with their Privacy Policy. A copy of this Policy can be obtained by telephoning the Office Manager on (07) 4092 8400. The TGT Pty Ltd Privacy Policy details how you can gain access to the personal information they may hold on you.