



GENERAL TERMS AND CONDITIONS

1. It is expressly agreed and declared that the title of the subject goods/product shall not pass to the customer until payment in full of the purchase price. The customer shall in the meantime take custody of the goods/product and retain them as the fiduciary agent and bailee of Fremantle Octopus Pty Ltd.
2. As long as the customer owes Fremantle Octopus Pty Ltd any part of the price of goods supplied at any time, Fremantle Octopus Pty Ltd shall retain the legal title to all goods supplied and not yet used or resold in ordinary course of business. When such goods are used, even with loss of identity, the legal title to the resultant product shall vest in Fremantle Octopus Pty Ltd. Proceeds of sale of unused goods or resultant products shall be received by the customer as agents of Fremantle Octopus Pty Ltd and on this account, such proceeds to be kept in a separate account or to be accounted for to Fremantle Octopus Pty Ltd on demand.
3. The customer may resell but only as a fiduciary agent of Fremantle Octopus Pty Ltd. Any right to bind Fremantle Octopus Pty Ltd to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale or utilisation in any manufacturing or construction process, is to be kept separate from its own, properly stored, protected and insured.
4. Fremantle Octopus Pty Ltd will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods/product in trust for Fremantle Octopus Pty Ltd and will keep such proceeds in a separate account until the liability to Fremantle Octopus Pty Ltd shall have been discharged.
5. Fremantle Octopus Pty Ltd is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the customer to the contrary.
6. In the event that the customer uses the goods/product in some manufacturing or construction process of its own or some third party, then the customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/product in trust for Fremantle Octopus Pty Ltd. Such part shall be deemed to equal in dollar terms the amount owing by the customer to Fremantle Octopus Pty Ltd at the time of the receipt of such proceeds.
7. Subject to any special payment terms shown on the Sales Contract/Invoice/Quotation or as otherwise agreed between the Customer and Fremantle Octopus Pty Ltd, the Customer must pay for all Products **within 14 days from date of invoice.**



Fremantle Octopus Pty Ltd

ABN 30 009 450 159

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orders@fremantleoctopus.com.au

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16 Emplacement Crescent

Hamilton Hill WA 6163



8. If the Customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to Fremantle Octopus Pty Ltd, Fremantle Octopus Pty Ltd may:
 - 8.1. cancel the Contract and suspend any further Deliveries to the Customer;
 - 8.2. appropriate any payment made by the Customer to such of the Products as Fremantle Octopus Pty Ltd may think; and
 - 8.3. charge the Customer interest on the unpaid amount at a rate equal to the **10%** per **MONTH**.
9. Should the Customer default in the payment of any monies due, then all monies due to Fremantle Octopus Pty Ltd shall immediately become due and payable and shall be paid by the Customer within 7 days of the date of demand and Fremantle Octopus Pty Ltd shall be entitled to charge interest at the rate of **10%** per **MONTH** on all overdue accounts from the date of due payment until the date of actual payment.
10. Any expenses, costs or disbursements incurred by Fremantle Octopus Pty Ltd in recovering any outstanding monies including debt collection agency fees, commission and any other fees paid to Fremantle Octopus Pty Ltd's solicitors (on an indemnity basis) shall be paid by the customer on an indemnity basis.
11. The Applicant agrees to complete or have completed the standard form of guarantee provided herewith.
12. In the case of a trustee company we acknowledge that the trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the accounts.
13. *The customer hereby charges and mortgages in favour of Fremantle Octopus Pty Ltd to secure the repayment of the debt and all monies which may become owing by the customer to Fremantle Octopus Pty Ltd hereunder all the customers' estate and interest in all property both real and personal present and future.*
14. *The customer hereby acknowledges receipt of the copy of these terms and conditions and having read and agreed to be bound by them. We further acknowledge that we have had the opportunity of obtaining independent legal advice and that we understand the terms and conditions outlined above.*



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