



E-COMMERCE TRADING APPLICATION

Customer Name: ("You")	
ABN:	
Contact Person:	
Business Name:	
Address:	
Telephone Number:	
Facsimile Number:	
E-mail Address:	
Where did you hear about us?	

Terms and Conditions

Interpretations: All terms will, unless the context otherwise requires, have the meanings given to them in the Application coversheet. "Balloon Agencies" means Balloon Agencies ABN 97 355 252 782 and its subsidiaries as defined by the Corporations Act and their assigns.

Term: These terms take effect from the date you sign the Application and will continue for as long as you trade with Balloon Agencies.

Password: Upon approval of your Application, Balloon Agencies will issue you with a password, which will allow you to trade on Balloon Agencies' website ("the Password"). If you give written notice to Balloon Agencies, you may request a new password, however Balloon Agencies will continue to authenticate orders with the old Password until Balloon Agencies changes the Password in its computer system.

Order: Orders to purchase goods or services from Balloon Agencies may be placed by you via the website. You acknowledge that no orders will be processed unless authenticated by receipt of the Password ("Authentic Orders"). Once you send Authentic Orders, they are irrevocable.

Authentication: You are liable for, and Balloon Agencies can rely upon, all Authentic Orders, regardless of whether supplied by you or another person and whether or not a new Password has been requested.

Acceptance: Authentic Orders are taken to be authenticated once Balloon Agencies delivers the goods or services set out in the Authentic Order. Where Balloon Agencies part performs an Authentic Order, each part of the order will be deemed to be a separate contract at the time the goods or services are delivered.

Terms: Balloon Agencies' standard trading terms that are current at the time an Authentic Order is accepted by Balloon Agencies apply, except to the extent that any of those trading terms are inconsistent with these terms. In the event of an inconsistency between Balloon Agencies' standard trading terms and these terms, these terms will prevail.

Unit 4&5, 23 Parramatta Road, UNDERWOOD QLD 4119
PO Box 2260, LOGAN CITY QLD 4114
Ph: (07) 3808 3022 Fax: (07) 3808 3668
ABN: 97 355 252 782

www.balloonagencies.com.au



Unique Terms: Balloon Agencies' website may include unique terms that apply exclusively to you and you agree not to use or allow your account or Password to be used by any other person or entity.

Confidentiality: You must keep all information, whether unique or otherwise, accessed on or obtained from the website or communicated by Balloon Agencies, confidential. Your employees must be given information only on a need to know basis, however this does not relieve you of any liability should the information become known by a third party.

Assignment: These terms are personal to you, and can only be assigned with Balloon Agencies' prior written consent, which may be given or withheld by Balloon Agencies in its absolute discretion. Balloon Agencies may assign these terms upon giving you written notice.

Indemnity: You indemnify Balloon Agencies against all losses Balloon Agencies suffers whatsoever or howsoever caused as a result of a breach of these terms including but not limited to any claim arising from Balloon Agencies issuing or changing a password.

Evidence: All communications made on the website are taken to be written communications between the parties, and you are deemed to have signed all Authentic Orders.

Goods and Services Tax: All prices listed on the website are, unless otherwise stated, exclusive of GST and you must pay all GST payable on supplies.

Governing Law: These terms will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of Queensland notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of the State or Territory.

By signing and returning this Application to Balloon Agencies, you execute it as a Deed and agree to be bound by the above terms.

CUSTOMER:

Signed by on behalf of

(Print Name of Person Signing and Capacity)

(Customer Name)

This _____ of _____ 20____ .
(Day) (Month)

(Signature of Person)

Witness Signature

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