

FOR OFFICE USE ONLY:			
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Comments:			

ACCOUNT APPLICATION FORM – From MILLER Website

Kindly return all pages by post to:

Miller Diamonds Pty Ltd
 Suite 204, Level 2
 160 Castlereagh Street
 SYDNEY NSW 2000, Australia

OR return all pages by FAX to:

+61 2 9283 4999

(Please Print)

Name of **Business (Trading Name)**.....ABN#.....

Name of **Company** (if different from trading name).....

Address:

State... ..Postcode

Tel: (....)..... Mobile: Fax: (....).....

Email address.....

Name and Branch of Bankers:

Name of **Proprietor**:

Proprietor Address:

SuburbPostcode.....

Tel: (....)..... Mobile: Fax: (....).....

Identification. Please circle relevant I.D:

Drivers Licence / Passport. No.....**Please attach Copy.**

How long has the Company been trading?

How long have you been involved in the above business?

How long have you been involved in the industry?.....

Are you a member of a Buying Group? If yes state which.....

Are you a member of the J.A.A.?..... Other industry organizations?.....

.....

(Account Application form continued on page 2)

Please sign and date here



ACCOUNT APPLICATION FORM – From MILLER Website

Miller Diamonds Pty Ltd Account Application form continued from page 1:

Insurance – Is your stock covered in terms of a Jewellers Block Insurance Policy?.....

Are the goods, which you receive on appro or consignment, covered in terms of the policy?.....

Are you covered for sending and returning appro/consignment goods, in terms of the policy?..

Can you please indicate your preferred method for general correspondence by ticking one of the following:

Email

Fax

Post

References:

Name	Address	Telephone
1.		
2.		
3.		

Privacy Compliance.

1. I/We authorise Miller Diamonds Pty Ltd to obtain from the referees named above an opinion for purposes connected with my/our business, trade or profession and/or our trading history with that referee.
2. I/We authorise Miller Diamonds Pty Ltd to give to any other person whom we request contact Miller Diamonds Pty Ltd for an opinion for purposes connected with my/our business, trade or profession and/or my/our trading history with Miller Diamonds Pty Ltd.
3. I/We consent to Miller Diamonds Pty Ltd collecting my/our personal information and using it for the purposes outlined in my/our account application form and this document.

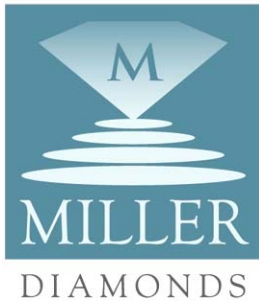
A complete copy of Miller Diamonds Pty Ltd’s Privacy Policy can be obtained by contacting our offices on: +61 2 9283 4222.

I/We acknowledge that I/we have read and understood the authorisations and consents which I/we have given in this application and the Standard Conditions of Sale and Approval.

I/We warrant to Miller Diamonds Pty Ltd that the above information is true and correct in all respects. I/We agree that, if credit is extended to me/us, and/or if goods are given to me/us on approval, I/We will be bound by all standard terms and conditions of trading of Miller Diamonds Pty Ltd at any time. I/We understand that the extension of credit will be entirely at the discretion of Miller Diamonds Pty Ltd.

Authorised Signatory..... Print Name..... Date / / 20.....

Please sign and date here



ACCOUNT APPLICATION FORM – From MILLER Website

Miller Diamonds Pty Ltd - STANDARD CONDITIONS OF SALE AND APPROVAL

SALE

1. Payment for the goods shall be made in full by the date shown as due date for payment on the invoice. The property in or title to the goods shall pass to the buyer only upon receipt of full payment in cleared funds for the goods by Miller Diamonds Pty Ltd. Until such full payment in cleared funds the buyer holds the goods as bailee for Miller Diamonds Pty Ltd.
Prior to payment in full, the goods may not be resold without the consent of Miller Diamonds Pty Ltd. If the goods are resold by the buyer, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods separately on trust for Miller Diamonds Pty Ltd and shall pay such amount to Miller Diamonds Pty Ltd upon demand.
2. If the buyer fails to make full payment in cleared funds for the goods within the above stated time, Miller Diamonds Pty Ltd may without notice:-
 - a. Cancel any discount on the invoice, in which case Miller Diamonds Pty Ltd will issue a further invoice in the sum of the discount and payment thereof shall be immediate; and/or
 - b. Charge interest on so much of the purchase that remains unpaid at the rate of 1.5% (one point five percent) per calendar month from the date of invoice, such interest will be invoiced and payment thereof shall be immediate; and/or
 - c. Charge the buyer for all or any costs incurred and associated with the recovery of all or any overdue or outstanding amounts or uncleared funds, such costs will be invoiced and payment thereof shall be immediate; and/or
 - d. Enter upon the premises upon which the goods for which payment is due are stored and remove all such goods.
3. Possession of the goods shall pass to the buyer at the time the goods leave the premises of Miller Diamonds Pty Ltd and the goods shall thereafter be at the buyer's risk.
4. The goods are sold by Miller Diamonds Pty Ltd only on these Conditions of Sale to the exclusion of anything to the contrary in the terms of the buyers order or any other documentation.
5. Where goods are not available at the time of order, any delivery times made known to the buyer are estimates only. Miller Diamonds Pty Ltd shall not be liable for any loss arising from late delivery.

APPROVAL

1. If any goods are supplied subject to approval, goods handed to the Consignee must be returned on demand to Miller Diamonds Pty Ltd.
2. Ownership of the goods remains vested in Miller Diamonds Pty Ltd until such time as Miller Diamonds Pty Ltd has received payment in cleared funds for the goods.
Prior to payment in full, the goods may not be resold without the consent of Miller Diamonds Pty Ltd. If the goods are resold by the buyer, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods separately on trust for Miller Diamonds Pty Ltd and shall pay such amount to Miller Diamonds Pty Ltd upon demand.
3. The absolute risk in the goods passes to the Consignee until the goods are returned and received in good order inside the premises of Miller Diamonds Pty Ltd. Should any or part of the goods be damaged or lost, or should any or part of the goods be different to those stated on the approval note, for any reason, the Consignee will indemnify Miller Diamonds Pty Ltd for all loss and/or damage suffered.
4. The Consignee shall not hand over possession of the goods to any third party without the written consent of Miller Diamonds Pty Ltd.
5. If Miller Diamonds Pty Ltd consents to the goods being handed to a third party, the buyer must notify the third party that Miller Diamonds Pty Ltd is the owner of the goods and that these terms and conditions shall continue to apply. The buyer shall remain bound by these terms and conditions whether or not Miller Diamonds Pty Ltd consents to the goods being handed to a third party.

PRIVACY

1. Certain personal information is required to enable Miller Diamonds Pty Ltd to:
 - a. assess your account application for the wholesale purchase of diamonds and/or jewellery and/or other precious gems; and
 - b. administer and manage any account subsequently provided to you.
2. If you do not provide Miller Diamonds Pty Ltd with the personal information requested in your account application, Miller Diamonds Pty Ltd will be unable to assess your account application to make wholesale purchases of diamonds and/or other precious gems and/or jewellery.
3. Information about:
 - a. personal information which Miller Diamonds Pty Ltd holds about you; or
 - b. Miller Diamonds Pty Ltd's personal information handling practices; or
 - c. gaining access to the personal information which Miller Diamonds Pty Ltd holds about you; or
 - d. Miller Diamonds Pty Ltd's handling of personal information about you,

can be obtained by contacting Miller Diamonds Pty Ltd on:

Tel: 61 2 9283 4222

Address: Suite 204, Level 2, 160 Castlereagh Street, Sydney NSW 2000.

Miller Diamonds Pty Ltd will also provide you with a copy of your personal information for which a fee may be payable. You should let Miller Diamonds Pty Ltd know if you think any information which they hold about you is inaccurate so that they may correct it.

GENERAL

1. No variation of any of the above conditions may be made unless agreed to in writing by Miller Diamonds Pty Ltd.
2. To the full extent permitted by law, Miller Diamonds Pty Ltd disclaims all warranties either express or implied with respect to the goods, and in any event, limits any claim to replacement of the goods or refunding the cost of the goods at its choice. Under no circumstances will Miller Diamonds Pty Ltd be liable for any consequential or economic loss or accidental damage arising out of the use of the goods.
3. Any failure by Miller Diamonds Pty Ltd to enforce any of these terms and conditions shall not be construed as a waiver of its rights nor affect its rights to take any subsequent action.

Please sign and date here