Application Form

UNITED Tradecard

Business name, trading as:

Company: Sole Trader:

ABN:

Director Name: Surname:

Address:

State: Post Code:

Postal Address:

Contact Name:

Type of Business:

Phone: List:

Fax: List:

Mobile: List:

-Yes I would like to sign up for sms update from United

Signature:

Email: Tick for E-bill:

Website:

Date:

Advertisement Space

Trade Card	Silver Card	Gold Card	Platinum Card	U Card
$249.00 T$1000	$499.00 T$5000	$749.00 T$10000	$999.00 T$25000	+ $999.00
				

Office Use Only

Approval Code: Account Number: Referred By:

Terms and Conditions of United Trade Card

DEFINITION

United Trade Card here after referred to as UTC

CONTRACT AND CHANGES IN RULES

The following Trading Rules constitute the contract by and among Member ("Member") and UTC, doing business as the UTC Retail Trade Exchange ("Exchange"). Any trade purchase or sale by an Exchange member (Member) constitutes acceptance of all terms and conditions of the UTC Trading Rules. Trading Rules apply to all UTC Members. In its sole discretion, UTC may change, delete or add to Trading Rules

PARTICIPATION IN THE UTC RETAIL TRADE EXCHANGE

NATURE OF THE PARTIES

a. UTC is a trading and barter company which acts as a third party record keeper and administers the clearinghouse function of the Exchange for Members who subscribe to UTC recordkeeping and barter services. UTC may, in its sole and absolute discretion, contract with others to provide all or part of such recordkeeping and barter services

b. Member is a bona fide and legal business that desires to exchange its goods and/or services with other members of the Exchange, accepting UTC trade credits ("$Trade") as payment for their goods and services and hereby subscribes to UTC 's record keeping and related services

CARD Types

UTC introduces a unique card system. From time to time the card levels and benefits will vary. Card trading terms are denoted against a card type which is designated a colour to differentiate the various levels.

Card types may have different cost to join, fee structures and trading terms. Members may change to card type after a six month period but under the sole discretion of UTC

CASH FEES

a. Due Date of Cash Fees: Cash fees are due and payable upon receipt of statement. Cash fees are to be payable to UTC and sent to the office at the address shown on the statement. The date of receipt is the date that funds are received at the address designated on the statement

b. Non-refundable fees: Unless otherwise agreed to in writing by UTC, the members payment of Purchase and Sales Fees to UTC is non refundable. If a transaction is not completed by buyers or sellers, or if performance of members' obligations to each other is disputed, UTC will not be obligated to refund any fees it has received

PAYMENT OF FEES

All fees and charges that Members pay UTC are for services rendered in processing Members into the Exchange, maintaining records, operating the clearinghouse, administering the Trading Rules, and facilitating Member's use of the Exchange. If cash fees are past due beyond four (4) weeks, Member waives all rights to the use of any positive Trade Dollar balance in Member's account and grants UTC the right to freeze the balance until fees are paid

TRADING ASSISTANCE

UTC will use reasonable commercial efforts to assist Members to trade among themselves by, among other things, making Member information available on the internet; maintaining current member information on computer files; appointing, at UTC's discretion, independent persons or entities as local brokers to provide information on Members' goods and services available through the Exchange; and through UTC Online, an internet based trade information network. Member acknowledges that the sole principals in any Exchange transaction are the buying and selling Members involved, that transactions are entered into voluntarily, and neither UTC nor the Exchange is a guarantor of any transaction or Trade Dollar

UTC will use reasonable commercial efforts to record trades accurately, to administer the Trading Rules in accordance with their terms, and to assist in the sale of Member's goods and services to other UTC Members. However, the initiative for using UTC's services for economic benefit is exclusively that of the Member and neither UTC nor the Exchange guarantees or warrants any level of business through the Exchange

AVAILABILITY OF PRODUCTS AND SERVICES

UTC shall use reasonable commercial efforts to enrol new businesses with products and services to meet the needs of Members. Neither UTC nor the Exchange is responsible if Member cannot find specific products or services or customers for their products and services within the Exchange

DEFINITION OF "MEMBER IN GOOD STANDING

A Member who complies with the current Trading Rules and any other agreements in effect with UTC, who is current in the payment of any cash or Trade Dollars owing to UTC and who has a valid Member account, is a "Member in Good Standing". Only Members in Good Standing are entitled to the services of UTC and its Retail Trade Exchange

ADVERTISING AUTHORIZATION

Unless UTC is otherwise notified in writing, Member authorizes UTC to inform other Members of the availability of Member's products or services. This includes listings in local, regional or national directories, website listing, fax broadcasts. Member information that will be publicly available will be the name of the business, address, contact person, address, telephone number, fax number, email address, website and product availability, unless Member directs otherwise. UTC is neither a party to these sales listings nor responsible for their accuracy. Any inaccuracies should be reported to UTC in writing, immediately

TRADE TRANSACTIONS ONLINE PROCEDURE

Member may make purchases directly on the INTERNET by using UTC ONLINE. Members who wish to use this system of payment must enter their approved password. It is important to guard the identity of this password because the use of the password to make a purchase represents the consent of buyer to debit buyer's account. Member agrees to indemnify and hold UTC harmless for any debit to Member's account utilizing Member's password

TRADE DRAFT PROCEDURE

UTC will guarantee the crediting of UTC Trade Drafts only when the procedures outlined below are followed:

a. Trade Drafts must be properly completed with account numbers and names, signature, and date. Trade Drafts received without the buyer's signature may be returned to the seller or seller's broker

b. An authorization number must be secured from UTC Transaction Clearance for all transactions

c. UTC has no obligation to post a transaction unless authorisation is obtained at the time of sale and the trade draft is received by the UTC head office within fourteen (14) days from the date authorised. UTC reserves the right to refuse to issue an authorization number if

(i) the buyer does not have sufficient Trade TH Baht to cover purchases or

(ii) either party is not a Member in Good Standing

TRADE DOLLAR EXTENSIONS OF CREDIT

Member understands and acknowledges that all aspects of Trade Dollar Extensions of Credit are within the sole discretion of UTC. Members wishing to apply for credit may be required to submit a loan application, financial statement, credit agreements, promissory note, provide collateral or to prepay cash service fees prior to approval

RECORD KEEPING

UTC will issue periodic statements to Member reflecting account activity and amounts due and owing to UTC. Statements are deemed accurate as printed unless Member notifies the UTC Head office, in writing, of any discrepancy within four weeks of statement date. Interim account activity summaries may be requested at any time at no charge and are available from Head Office. Members requesting copies of processed trade drafts will be charged $5 cash research fee per copy, unless the examination reveals an accounting error. EFT returns, credit card returns, cheque returns will be charged $20 cash per incident, against the originating account. Until the payment is honoured by Member's bank, Member's trade balance

will be frozen. UTC operates on a four (4) week accounting cycle

which may or may not conform to any given calendar month. It is the sole responsibility of the Seller to maintain any written documentation of the transaction (contract, invoice, etc.), including an authorising signature from the Buyer, in case of dispute. If no signed authorisation from the Buyer is kept, the transaction may be reversed at the Buyer's written request but not after 120 days from the date of the transaction. UTC has the right but not the obligation to reverse transactions due to noncompliance with these Rules or failure to provide goods or services, in which event it will be the Seller's responsibility to collect from the Buyer. Transactions are subject to final audit and verification by UTC and, in case of inaccuracies, or noncompliance, UTC may debit or credit Member's account without notice

PRODUCTS SOLD BY UTC

On all products and scrip for services owned and sold by UTC the only warranty UTC makes is that it has title free and clear from any lien or encumbrance, and are sold "As is, where is". UTC makes no warranty either express or implied, by operation of law or otherwise as to the merchantability or fitness for a particular purpose of such products or services, and Buyer shall look solely to the manufacturer, distributor or retailer of such merchandise for any warranty.

MEMBER TRANSACTIONS WITH BROKERS

UTC brokers, both in Australia and internationally, are independent contractors or independent licensees who sell UTC services and assist Members in trading. Brokers, their employees and UTC employees are free to buy and sell on trade, but do so on their own behalf and for their own account. Every provision of the Barter Network Australia Trading Rules applies equally to brokers, their employees, UTC employees and Members. Member agrees to indemnify and hold UTC harmless from any claim arising from a trade or attempted trade with a broker, broker's employee or a UTC employee when they are acting as a principal to the transaction

DISCLAIMER OF WARRANTY AND LIABILITY UTC makes no representation or warranty either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. Member agrees to indemnify and hold UTC harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any trade transaction in which Member participates is entered into by Member on a voluntary basis

TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing authorities the appropriate GST. Under no circumstances is UTC responsible to pay any GST, other taxes on behalf of any Member. Transactions involving Trade Dollars are generally treated as taxable. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. Member agrees to indemnify and hold UTC harmless for any actions UTC takes to comply with federal, state or provincial, and local laws

DISPUTES

a. Transaction disputes concerning the quality or nature of goods or services purchased are between the Buyer and Seller ONLY, and UTC has no responsibility in connection therewith other than recording transactions. Buyers should exercise the same discretion in inspecting goods, insuring delivery, etc. in trade transactions as they do in cash transactions UTC is not responsible for use of Trade Dollars by unauthorized persons or for transactions that do not comply with the UTC Trading Rules. UTC is not a buyer or seller unless it so states in writing b. In situations where a Buyer disputes having entered into a transaction, he should notify BNA within 28 days of the purchase, then it shall be the responsibility of the Seller or the Seller's broker to provide UTC with written verification from the Buyer authorizing the transaction (e.g. signed UTC trade draft; signed contract specifying goods or services to be supplied and amount of purchase; signed voucher, etc.) or written verification by the Buyer that Buyer is rescinding the dispute, within fourteen (14) calendar days of notice being given by UTC to Seller or Seller's broker of the disputed transaction. If such documentation is not received within that time, the transaction will be reversed. No transactions will be reversed after one hundred twenty (120) days after the date of the disputed transaction. Except in the case of an accounting error

ADMINISTRATION OF THE EXCHANGE AND ITS TRADE DOLLAR

NATURE OF TRADE DOLLAR

A "trade" is a purchase or sale of goods or services through the Exchange using the medium of the UTC Trade Dollar. Payment is made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules. A "Trade Dollar" is an accounting unit used to record the value of trades determined by the selling Member Trade Dollar denote the right to receive goods or services available from other Exchange Members, or the obligation to provide goods or services to other Exchange Members. Trade Dollars will not be redeemed for cash by UTC Barter. Trade Dollars may be used only in the manner and for the purposes set forth in these Rules. Trade Dollar are not legal tender, securities, or commodities and may not be bought or sold for cash. UTC Trade Dollars in international transactions will be treated as Dollar for Dollar. UTC disclaims any and all responsibility for the negotiability of Trade Dollars or for the availability of goods or services from any source

ALLOCATION OF GOODS AND SERVICES

Member acknowledges that regulation of purchases, control of credit extension, and allocation of goods or services in short supply are inherent in UTC Barter's responsibilities. Decisions regarding exercise of these responsibilities are at UTC's sole discretion. Member acknowledges that some accounts are primarily or solely for the use of UTC, its principals or employees. UTC acknowledges that with respect to those accounts, it is bound by these Trading Rules in the same manner as any other Member

BREACH OF TRADING RULES; PROHIBITIONS TRADING RULE VIOLATIONS

UTC has the right, but not the obligation, to inquire into complaints of Trading Rule violations by Member. Member grants to UTC the right to take such actions which, in UTC's sole discretion, are deemed necessary. Violations of these Rules may result in termination of Member's account and/or immediate adjustment to the transactions involved. If Member fails to buy from and sell to other Members in Good Standing in accordance with these Rules, Member will be in material breach of these Rules. If Member violates any term of the currently effective Trading Rules, UTC may immediately terminate Member's account or may freeze all activity in the account without notice. In its sole discretion, UTC may reinstate the Member or unfreeze Member's account

SUSPENSION OF TRADING PRIVILEGES

UTC reserves the right, in its sole discretion, to suspend the trading privileges of any Member who is in violation of any local, state or provincial, or federal law, who engages in overpricing, direct trades, or otherwise violates these Rules, or when cash fees are due to UTC and unpaid for more than four (4) weeks (one accounting cycle). In the latter case, trading privileges shall be reinstated immediately upon payment of cash fees due. UTC will at all times act reasonably in suspending Member trading privileges

PAST DUE FEES

In its sole discretion, UTC may terminate Member accounts with cash fees owing beyond twelve (12) weeks and may assess a cash collection fee in such amount as may be specified by UTC from time to time

TERMINATION

Either party may terminate this Agreement upon five (5) days written notice to the other party. Upon termination:

a. All cash and Trade Dollar fees outstanding become due and payable. No fees will be refunded

b. Any Member with a negative trade balance (where purchases exceed sales) must balance its account with Trade Dollars within four (4) weeks of termination date. After said four (4) week period, Member must immediately pay UTC any remaining negative balance in cash.

UTC reserves the right to charge any fees due against credit cards or EFT on file

c. Any Member with a positive trade balance (where sales exceed purchases) may spend the positive balance after paying UTC the cash fees then owing plus the Purchase Fee on the positive balance. After payment of fees, UTC Trade Exchange Prepaid Trade Drafts will be issued to a Member if the amount is less than or equal to 20 Trade Dollars. If the trade balance is greater than 20 Trade Dollars UTC will create a spend down account which must be completely used within twelve weeks from the date of the creation of the spend down account

d. UTC cards and unused trade vouchers must be returned immediately upon termination

SPEND OUT/CANCELLATION in anticipation of cancelling future participation in the Exchange, or if Member has requested termination of its account, then UTC shall require the prepayment of cash service fees on the remaining trade balance held in Member's account

SECURITY INTEREST, INSOLVENCY

Member hereby grants UTC a security interest in all Trade Dollars in Member's account for the amount of all unpaid cash fees. If Member becomes insolvent or bankrupt all cash fees shall be due and payable in full. UTC shall have the option in lieu of filing as a creditor of treating the Trade Dollar balance as equal in value to the amount of cash fees owing, and terminating the account; provided however, that if UTC does receive all of its cash fees in full, UTC shall reinstate the Trade Dollars to the Member's account

JOINT AND SEVERAL LIABILITY

If Member's Application is accepted and a UTC Trade Account is opened, Member and the individual signing for the Member hereby assume joint and several responsibility for all transactions and fees as outlined in this Agreement. If UTC reasonably believes that a Member is spending out its trade balance.

MISCELLANEOUS FAX SIGNATURES

UTC will, and Member agrees that UTC may, accept a faxed signature as an original, legal signature

LEGAL REQUIREMENTS

Member shall abide by applicable International, federal, state or provincial and local laws or regulations pertaining to Exchange transactions and the operation of Member's business. BNA shall not be responsible for any failures on the part of Member to comply with such laws and regulations. Member agrees not to hold UTC liable for any action UTC takes to comply with applicable laws or regulations and to indemnify UTC for Member's breaches of such laws or regulations

NO WAIVER OF RIGHT

UTC Barter's failure or delay in exercising any right will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. UTC Barter's remedies are cumulative and are not exclusive of any remedies provided by law

SEVERABILITY; ATTORNEY'S FEES

Every item contained in these Trading Rules is severable from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in these Trading Rules. If legal action must be taken by UTC against a Member to enforce any provision of these Trading Rules, Member shall pay UTC reasonable attorney's fees, costs, plus interest from the date of default until payment in addition to any other judgment as granted by a court of law or an acceptable arbitration

WARRANTY OF INFORMATION Member warrants that it provides all information to UTC in good faith and that such information is accurate to the best of Member's knowledge

APPLICABLE LAW All interpretation of these Trading Rules shall be governed by the laws of the country of CML operation and control, and in the English language, except where local law prohibits such use of English. Any sums which may be awarded to UTC by judgment shall be in cash rather than Trade dollars.

VENUE

Any action brought by any party to this agreement shall be filed, and venue shall lay only in the courts of the country of applicable law, to which jurisdiction and venue Member hereby specifically consents

ENTIRE AGREEMENT

Member acknowledges that it is not relying on any oral representations concerning these Trade Rules and that the complete agreement between the parties is contained in the Member Application, these Trade Rules and any other written document signed by both parties

ARBITRATION

The parties agree that in the event of a dispute, the parties will resolve the dispute under the commercial rules of Australia in a mutually acceptable Arbitration Association. Notwithstanding any provision of law, any claim arising out the creation, performance or termination of this agreement by either party must be brought within one year of the accrual of the cause of

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