



Office Use Only

Approved by:

Date:.....

Credit Limit:

Rep:.....

A/C Code:

Territory:

Industry:

APPLICATION FOR A MONTHLY CREDIT ACCOUNT, TERMS & CONDITIONS AND COMPANY CONTACT PAGE

This application for credit will be considered and, if approved, granted on the basis of and in reliance upon the following information. Please complete the following questions as accurately and as fully as possible.

Company Name:

Trading as:

Postal Address:

Delivery Address:

Ph:..... Fax:..... Email:

Nature of Business:

Sole Trader Partnership Company ABN:

Names & Addresses of Owners/ Partners/ Directors

Credit Limit:\$ Bank/Branch: Method of Payment: Chq/EFT

Trade References

(Details of 3 companies with whom you are currently dealing with on a monthly basis) and they have been advised they are used as a trade reference

1.
Email:.....

2.
Email:.....

3.
Email:.....

I/We acknowledge receipt of and accept your General Terms and Conditions of Sale (as attached). I/We also agree to the following:

1. The account, if granted, is payable 30 days from end of month of invoice and that failure to adhere to this agreement could result in orders being delayed or supplied only on a COD basis.
2. Credit may be withdrawn should the authorised credit limit be exceeded.
3. Authorisation for Colterlec Pty Ltd to contact all references to enquire as to the credit information and to receive confidential information relevant to approving credit.
4. Certification that I am authorised to sign this Credit Application form on behalf of our business and that the information given is true and correct to the best of my knowledge.
5. To indemnify Colterlec Pty Ltd for all legal costs and fees in respect of any debt recovery, collection costs and all other costs it may incur in seeking to recover monies due.

Name:..... Title:

Signed: Date:

GUARANTEE & INDEMNITY

In consideration of Colterlec Pty Ltd ABN: 38 073 980 999 (the "Company") having at my/our request agreed to supply ABN.....

Of

(hereinafter called "the Debtor") with goods and services from time to time, I/we the person(s) named in The Schedule hereto (hereinafter with their heirs, executors, administrators and assigns called "The Guarantors") hereby jointly and severally agree with you as follows:

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Company the due and punctual payment for all such goods and services as you may heretofore have supplied, or which you may hereafter from time to time as its request, supply on any account whatsoever and the payment of all costs, charges and expenses including legal costs on a solicitor and client incurred by the Company as a result of any failure by the Debtor to observe or perform any obligation guaranteed.
2. The Guarantor indemnifies the Company from and against all losses suffered howsoever in connection with the supply of goods and services.
3. This guarantee and indemnity is a continuing guarantee and indemnity and remains in force until all of the obligations of the Debtor have been satisfied in full.
4. The liability of the guarantor shall not be affected at any time or other indulgence or concession or any compounding or compromising with the Company or by any variation of any of the terms and conditions of any agreement or obligation entered into between the Company and the Debtor and the Guarantors agree that otherwise which could but for this clause prejudice or invalidate this guarantee shall not have effect to do so.
5. If a claim that a payment or transfer to the Company in connection with this guarantee and indemnity is void or voidable (including but not limited to a claim under any laws relating to bankruptcy or protection of against the Guarantor for reinstatement of its rights hereunder).
6. Liability of the Guarantor under this guarantee and indemnity shall not be abrogated, prejudiced or affected by any event which would otherwise have that effect at law.
7. The Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the State or Territory in which this guarantee and indemnity is signed by the Guarantor and the Federal Court of Australia and agrees that the Company may proceed against the Guarantor to enforce and indemnity in such Courts.

The Schedule (names and addresses of all guarantors)

Full Name Signature

Address Date

Full Name Signature

Address Date

Full Name Signature

Address Date

Witness

Full Name Signature

Address Date

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions, "Company" means Colterlec Pty Ltd "Customer" means the person, Company, Organisation or Partnership for whom an account is opened. "Account" means the account at Colterlec Pty Ltd in the name of the customer.

2. PRECEDENCE

In the event of conflict or inconsistency between these conditions of sale and any of the customer's enquiries, specification or order than these conditions of sale shall prevail.

3. VARIATION OF CONDITIONS

No terms, provisions or condition at variance with those set out herein shall be effective in any way unless and until specifically accepted by the Company in writing

4. PRICES

- a) Unless otherwise stated, our recommended standard price lists are subject to variation without notice and all orders are entered at the condition that they will be invoiced at prices ruling at the date of despatch.
- b) Written quotations are valid for 30 days from the date of quotation. Thereafter it is subject to confirmation.
- c) The price and delivery periods are based on the quantities offered by the Company. The Company reserves the right to requote should the quantities offered by the Buyer differ from the quantities offered by the Company.
GST exclusive prices will be quoted for business to business transactions, unless requested otherwise

5. GOODS AND SERVICES TAX

10% GST will be charged on all taxable supplies invoiced in Australia

6. CUSTOMER VERBAL INSTRUCTIONS

The Company shall not be held liable for errors or omissions arising from an oversight or a customer's verbal instruction.

7. MINIMUM ORDER VALUE

A minimum NETT order value of \$150.00 is required or COD terms, unless other arrangements have been made.

8. CANCELLATION OF ORDERS

Orders cannot be cancelled except by arrangement and then only on terms which indemnify us against loss.

9. FREIGHT

All goods are deemed to be delivered when they are handed over to a carrier at our premises. Orders less than \$500 incur a \$20.00 freight charge. Orders greater than \$500.00 will be free-into-store for metropolitan areas only. Orders despatched to other destinations will be by Customer's nominated carrier or on our account carrier at a \$20 minimum charge unless otherwise agreed to by the Company.

10. INSURANCE

In the absence of definite instructions from the purchaser, insurance cover will not be arranged.

11. PAYMENT

Where credit has been satisfactorily established, terms are strictly 30 days from end of month of invoice unless otherwise mutually agreed. If payment is not made within 30 days from end of month of invoice and unless otherwise agreed in writing the Company with notice, may withdraw credit after an additional 15 days. No payment shall be withheld for any disputed portion of an account unless full details of the dispute portion are sent to the Company and deductions should be fully documented in support of the payment made. Where no suitable credit rating has been established, terms are payment with order.

12. TITLE OF GOODS

Property and title in goods supplied shall remain with the Company until they have been fully paid for by the customer. If the customer does not pay for any goods on the due date specified in these terms & conditions of sale the company is hereby irrevocable authorised by the Customer to enter the customer's premises (or any premises under the control of Customer or as agent of the Customer if the goods are stored on such premises) and any expenses incurred in goods being returned to the Company will be at the customer's expense.

13. PPSA

- (a) The customer acknowledges and agrees that the Customer grants to the Company a Security Interest in the goods and their proceeds including and Accounts and accessions by virtue of the retention of title pursuant to Clause 12.
- (b) The customer agrees that:
 - (i) these terms and conditions of sale are subject to the Company giving the customer at least 30 days notice, such other terms and conditions as the Company may adopt from time to time and apply to supply of goods by the Company to the Customer to the exclusion of all other terms and conditions of sale or purchase;
 - (ii) no variation to the Company's terms and conditions of sale will be of any effect unless agreed to by the Company in writing;
 - (iii) the goods supplied by the Company secure the payment of the purchase price of those goods and of any other goods supplied by the Company;
 - (iv) the Customer will do all things necessary including providing all information that the Company requires to register a Financing Statement of Financing Change Statement on the Personal Properties Security Register (PPSR) as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA;
 - (v) the Customer will not change its name, CAN or ABN or other details required on the PPSR, without first notifying the Company;
 - (vi) to the extent the goods supplied by the Company constitutes commercial property pursuant to Section 157(3) of the PPSA the Customer waives its rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these Terms and conditions of sale; and
 - (vii) the Customer must pay its own costs of any discharge or necessary amendment of any Financing Statement or any Financing Change Statement.
 - (c) To the maximum extent permitted by law, the Customer agrees that the following sections of the PPSA will not apply:
 - (viii) Section 130 – Notice of disposal of collateral
 - (ix) Section 142 – Right to redeem collateral; and
 - (x) Section 143 – Right to reinstate security agreement.
 - (a) To the maximum extent permitted by law, the Customer waives any rights it may have pursuant to the following sections of the PPSA:
 - (i) Section 95 – Notice of Removal of accession;
 - (ii) Section 129(2) – Notice of proposed purchase of collateral
 - (iii) Section 132 – Statement of account after disposal of collateral;
 - (iv) Section 134 – Prior notice to retain collateral; and
 - (v) Section 135 – Notice of retention of collateral.
 - (b) Unless otherwise defined in these terms and conditions of sale, the terms and expressions used in this Clause have the meaning given to them or by virtue of the PPSA.
 - (c) PPSA Means the Personal Properties Securities Act 2009.

14. WARRANTY

All goods Supplied by the Company or its principals are guaranteed against faulty workmanship materials or design for a period determined by the manufactures warranty commencing from the date of despatch after which liability on our part ceases. Except as may otherwise be provided by law, our liability for any loss, injury, or damage attributes thereto shall be limited to making good by exchange or repair of defects which appear therein under proper use provided that such defective parts be returned free into the Company's store or by issues of a full credit of the purchase price.

15. LIABILITY

Except as may otherwise be provided by law the Company shall not be liable for any loss of profits or any other consequential loss or damage suffered by the purchaser in consequence of any defect in workmanship material or design of the goods.

16. CREDIT

Goods of a current design and model may be credited by prior arrangement, unless the Customer has been notified at time of order that goods are not returnable. For all goods defined as returnable, a full invoice value credit may be achieved if the goods were returned within 14 days of delivery, free into our store, in the original carton and in a clean re-saleable condition. A reduced invoice value credit may be considered if goods were returned late and/or if carton or goods were dirty or damaged. A despatch note stating our invoice number and date, description of goods and reason for return should accompany all returns. We reserve the right to refuse credit for any goods returned if the claim is considered unjustified after inspection. Goods made to special order cannot be credited.

17. FORCE MAJEURE

In the event of any happening beyond the Company shall be entitled to suspend delivery or to extend the delivery time of the equipment concerned by the duration of such conditions and in the event of such conditions and in the event of such suspensions or extensions, we shall not be liable.



COMPANY CONTACT PAGE

National Phone 1300 36 26 26

National Fax 1300 01 71 00

Orders and Enquiries

Newcastle: salesnsw@colterlec.com.au

Wollongong: salesnsw@colterlec.com.au

Canberra: salesact@colterlec.com.au

Adelaide: salessa@colterlec.com.au

Perth: saleswa@colterlec.com.au

Brisbane: salesqld@colterlec.com.au

Sydney: salesnsw@colterlec.com.au

Melbourne: salesvic@colterlec.com.au

Tasmania: salestas@colterlec.com.au

Website: www.colterlec.com.au

Accounts

Email: accounts@colterlec.com.au **ABN number:** 38 073 980 999

Account Details:

Bank: Australia & New Zealand Banking Group (ANZ)

Branch: 490 King St, Newcastle West NSW 2302

Account Name: Colterlec Pty Ltd

BSB: 012-780

Account Number: 4406-81313