

Principal Details

Directors, Sole Traders & Partnerships Full Name & Residential Address

If you have not been in residence at your current address for more than 3 years, please provide previous addresses

Name

Address

Post Code

Tel No. Fax No. Mobile No.

Is Property Owned Outright Mortgaged Rented/Leased Parents Property

Date of Birth

If further space is required then the additional information should be provided on a separate page.

Declaration

I/We request credit facilities with your Company. If given, I/We agree to settle your account in accordance with your conditions of sale, a copy of which follows this page of the Account Application. I note these include a retention of title clause.

I/We agree to your credit terms and that payment is due on the 28th of the month following date of invoice ("the due date") or to any alternative terms that have been agreed by your Company in writing. I certify that I have checked the particulars on this form, and to the best of my knowledge and belief, they are correct.

I/We agree that City Electric Supply Pty Ltd may seek consumer/commercial credit information from a credit reporting agency if you consider it relevant to assessing my/our initial application for commercial credit, or for the purpose of assessing on going credit facilities, in line with Section 20E, Privacy Act 1988.

Print Name

Position

Signed Date

Note: Form must be hand signed, digital signatures will not be accepted.

Please tick the following box if you do not wish to receive electronic promotions from City Electric Supply Pty Ltd.

Continuing Guarantee

NB- If the customer is a limited liability company or a trust the continuing guarantee below MUST be signed by a company director or company secretary.

TO CITY ELECTRIC SUPPLY PTY LTD

In consideration of your agreeing to grant credit facilities to the company ("the Company") I hereby unconditionally guarantee its obligations to you from your provision of credit, including under your conditions of sale following this page, and agree to indemnify and keep you indemnified against any breach or non-observance thereof by the Company.

Print Name

Position

Date of Birth

Signed Date

Note: Form must be hand signed, digital signatures will not be accepted.

(Branch Use)	FOR INTERNAL USE ONLY	(Accounts Use)
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Branch Name <input type="text"/>	Accounts Verification <input type="text"/>	
Salesperson Name <input type="text"/> Code <input type="text"/>	Account Number <input type="text"/>	
Online Applicant? YES <input type="checkbox"/> No <input type="checkbox"/>	Debtor Days <input type="text"/>	
Date Premises Visited <input type="text"/> <input type="text"/> <input type="text"/>	Credit Limit Approved <input type="text"/>	
Credit Limit Req. <input type="text"/>	Date <input type="text"/> <input type="text"/> <input type="text"/>	
BM Signature <input type="text"/>		
Date <input type="text"/> <input type="text"/> <input type="text"/>		

CONDITIONS OF SALE

1 Interpretation

In these Conditions:

Customer will mean the Customer whose particulars appear overleaf
Seller will mean City Electric Supply Pty Ltd
Goods will mean any Goods (or installment or part thereof) howsoever ordered by the Customer from the Seller

2 Basis of Sale

These Conditions of Sale together with such conditions as are to be implied by law form the entire agreement between the Customer and Seller and may only be varied in writing by an officer of the Seller. Any alleged verbal representations or collateral contracts will be of no effect unless complying with the requirements of this clause.

3 Price of Goods

Unless otherwise indicated, prices quoted are exclusive of GST, carriage and installation, and remain valid for a period of 14 days.

4 Payment

- 4.1 Until a Credit Account has been opened by the Seller in favour of the Customer, payment is due in cash with order or against a pro-forma invoice.
- 4.2 Time of payment will be of the essence. A Customer in whose favour a Credit Account has been opened must pay for the Goods by the 28th of the month following date of invoice ("the due date") or to any alternative terms agreed in writing.
- 4.3 Where payment is not made by the due date, regardless of its other remedies, the Seller will be entitled to charge interest. Interest will be calculated at a rate which is of 2% above the current cash rate set by the Reserve Bank of Australia.
- 4.4 If any payment is dishonoured or countermanded by the Customer, the Seller will have the right to charge the Customer a \$50.00 administration fee.

5 Delivery

- 5.1 Any delivery date quoted is in good faith, but the Seller will not be responsible for any delay in delivery of the Goods howsoever caused. Time of delivery will not be of the essence.
- 5.2 The Seller will be entitled to make delivery by installments, and to invoice the Customer separately for each installment.
- 5.3 Any failure by the Customer to accept delivery (save upon such grounds for rejection as are specified in the law relating to the Sale of Goods) will be deemed to be a breach of contract.

6 Risk and Title to the Goods

- 6.1 The Goods are at the risk of the Customer from the time of delivery.
- 6.2 Ownership of the Goods will not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 6.2.1 the Goods; and
 - 6.2.2 all other sums which are or which become due to the Seller from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer must:
 - 6.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
 - 6.3.2 store the Goods (at no cost to the Seller) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4 maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer must produce the policy of insurance to the Seller; and
 - 6.3.5 hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 6.4.1 any sale will be effected in the ordinary course of the Customer's business at full market value and the Customer will hold such part of the proceeds of sale as represent the amount owed by the Customer to the Seller on behalf of the Seller and the Customer shall account to the Seller accordingly; and
 - 6.4.2 any such sale will be a sale of the Seller's property on the Customer's own behalf and the Customer will deal as principal when making such a sale.
- 6.5 The Customer's right to use, sell, or have possession of the Goods shall terminate immediately if:

- 6.5.1 a materially detrimental change in the Customer's financial standing occurs which causes the Customer to be substantially unable to perform its obligations under these Conditions of Sale, or the Customer enters into liquidation other than for the purposes of a bona fide reconstruction or amalgamation, or a resolution is passed or a petition presented to any court for the winding up of the Customer;
- 6.5.2 the Customer suffers or allows any execution, sequestration, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/ perform any of his/its obligations under these Conditions or any other contract between the Seller and the Customer, or the Customer ceases (or threatens to cease) to trade; and/or
- 6.5.3 the Customer encumbers or in any way charges any of the Goods.
- 6.6 The Seller will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 6.7 The Customer grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7 Warranties and Liability

- 7.1 Seller's Goods come with guarantees that cannot be excluded under the Australian Consumer Law as contained in Schedule 2 to the *Competition and Consumer Act 2010*.
- 7.2 In addition to all warranties implied by Statute, the Seller warrants that the Goods will correspond with their written specification (if any) at the time of delivery, and will be free from material defects in materials and workmanship for a period of 12 months from delivery, provided that
 - 7.2.2 the Seller will be under no liability for any defect arising from any drawing, design, specification or stipulation of the Customer;
 - 7.2.3 the Seller will be under no liability in respect of any defect or lack of performance arising from fair wear and tear, willful damage or negligence by the Customer or any third party, abnormal working conditions, failure to follow Seller's instructions, or misuse, alteration or repair of the Goods without the Seller's approval;
 - 7.2.4 if the Goods are not of the Seller's manufacture, but ordered for the Customer from a 3rd party, the warranty will be that manufacturer's warranty or such warranty as is implied by law, whichever shall be longest; and
 - 7.2.5 the Seller will be under no liability if the full purchase price for the Goods has not been paid by the due date.
- 7.3 Any claim by the Customer arising from a patent defect in the Goods will be notified to the Seller in writing within 7 days of delivery. Any claim arising from a latent defect will be made within 14 days of the defect becoming apparent.
- 7.4 Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. In no circumstances will the Seller have any further liability; save nothing herein contained will exclude any liability on the Seller for death or personal injury arising from the negligence of its employees or agents. In no other circumstances will the Seller be responsible for any consequential losses arising from the Goods or their delivery or late delivery.
- 7.5 The Customer is responsible for ensuring that the Goods are suitable for the purpose for which it intends to use them. The Seller's representatives do not offer advice on the use to which Goods are to be put.

8 Termination / Suspension

Without prejudice to any other right or remedy, the Seller will be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer breaches: (i) any material provision of these Conditions and fails to remedy the breach within 10 days after receiving notice requiring it to do so; or (ii) a material provision of the Terms where that breach is not capable of remedy.

9 General

- 9.1 If any term of these Conditions prove illegal or unenforceable in whole or part, such term shall be deemed excised from these conditions without effect upon the validity of the remainder of these Conditions.
- 9.2 These Conditions and the contact made between the Customer and the Seller will be governed by and construed in accordance with the laws of the State of New South Wales, including federal laws and the parties hereto submit to the non-exclusive jurisdiction of the Courts of such places.