

CONDITIONS OF SALE

These conditions of sale shall apply to and form part of any contract for the supply of goods or services by the Seller to the Customer including any contract arising from oral acceptance of repeat or further orders from the Customer for goods or services the same or similar to those to which such contract applies and shall terminate, cancel and supersede any previous written oral agreements and understandings (if any) entered into between the Seller and the Customer.

These conditions of sale are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by service of replacement or amended conditions of sale by the Seller.

- 1. DEFINITIONS**
"Seller" means the proprietor(s) of the business trading as Applied Safety and shall include its subsidiaries, successors, personal representatives and permitted assigns.
"Customer" means the party set out in the Application for Credit Account provided and shall include its successors, personal representatives and permitted assigns.
- 2. OFFER AND ACCEPTANCE**
No quotation given by the Seller shall constitute an offer. An order placed by the Customer pursuant to any such quotation is not binding on the Seller until the expiration of 7 days from the date of each delivery. A contract shall only be deemed to have been entered into between the Seller and the Customer when an order placed with the Seller has been accepted. Any confirmation order must be marked as such by the Customer, failing which the Seller is entitled to consider the Customer's order as original. To the extent permitted by law goods may not be returned by the Customer to the Seller unless agreed to by the Seller in writing, prior to the goods return. Any return of such goods is at the discretion of the Seller and upon condition that the Seller sees fit. The return of such goods is entirely at the Customer's risk. Upon return of the goods with the Seller's permission the Customer must pay to the Seller a re-stocking charge of 15% of the price of the goods returned.
- 3. CANCELLATION**
To the extent permitted by law cancellation of a contract of sale between the Customer and the Seller requires express approval in writing from the Seller. This approval is at the absolute discretion of the Seller and unless otherwise granted the goods will be delivered to the Customer and the Seller will be entitled to payment from the Customer.
- 4. PURCHASE ORDERS**
When ordering, an official order (in the form prescribed by the Seller from time to time) is to be submitted by the Customer showing order number and full description of the goods and services.
- 5. PRICE**
All prices charged by the Seller are subject to alteration without notice. The price charged shall be the price ruling at the date of delivery unless otherwise agreed in writing.
- 6. DELIVERY**
 - 6.1 The Seller shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or supply or failure to deliver or supply goods or services to the Customer. If the goods or services are delivered or supplied the Customer must accept and pay for the goods or services notwithstanding late delivery.
 - 6.2 Where goods are not delivered to the Customer, delivery shall be deemed to be effected 7 days after when the goods are made available to the Customer. The Seller may deliver goods by instalments or partial deliveries the timing of such deliveries being entirely at the Seller's discretion and the Customer shall accept each delivery.
 - 6.3 Deliveries to third parties may be arranged at the request of the Customer subject to acceptance by the Seller. Deliveries to third parties pursuant to this sub-clause shall be deemed to be delivery to the Customer.
 - 6.4 The Seller will make all reasonable efforts to have the goods delivered or services supplied to the Customer on the date agreed between the parties as the delivery or supply date, but the Seller shall be under no liability whatsoever should delivery not be made or service not supplied on this date.
- 7. PAYMENT**
 - 7.1 The Seller may require a deposit to accompany an official order with further progress payments to be paid on request. The balance is to be paid on completion or on advice from the Seller that the completed goods are ready for delivery or when services are completed.
 - 7.2 Without in any way limiting the Seller's right to require payment in full on the due date the Seller may charge interest on overdue accounts at the rate of 2.0% per month, calculated daily. Where the Customer makes payment by cheque, payment is deemed to be received when the cheque is cleared by the bank.
 - 7.3 Any collection charges, legal expenses and commissions incurred in attempting to recover payment shall be payable by the Customer.
- 8. INDEMNITY**
Without prejudice to any other rights the Seller may have the Customer shall indemnify the Seller for any loss, damage or expense incurred by the Seller should the Customer breach any term of a contract or cancel any order or part of an order after acceptance by the Seller.
- 9. CUSTOMER'S STATUTORY RIGHTS**
These conditions of sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon the Seller, by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.
- 10. WARRANTY**
 - 10.1 The Seller warrants that upon payment in full it shall give good title in the goods to the Customer.
 - 10.2 To the extent permitted by law any conditions or warranties (express or implied) that the goods are fit for a particular purpose, and except as otherwise stated herein any conditions or warranties (express or implied) relating to title, defects or conformity of the goods are expressly excluded.
 - 10.3 No statement or recommendation made, or advice, supervision or assistance given by the Seller, its employees, agents or representatives, whether oral, written, published or otherwise, shall constitute a warranty by the Seller or a waiver of any of the provisions hereof, and the Seller accepts no responsibility for the same. The Seller shall not be liable for damage or loss arising directly or indirectly from any act or forbearance resulting from statements or recommendations so made, or advice, supervision or assistance given.
- 11. LIMITATION OF LIABILITY**
 - 11.1 The Seller shall not be liable or responsible for nor bear the risk of anything arising with respect to its dealings with the Customer (whether capable of being assessed or having a monetary value or not) where the law (including but not limited to the law relating to negligence) would or might but for this clause give rise to a cause, remedy, claim, demand or consequence, including but not in any way limiting the generality of the foregoing, loss and/or damage by reason of:
 - 11.1.1 Misdelivery, failure to deliver or delay in delivery of goods; or
 - 11.1.2 Delivery of goods that do not meet the order or requirements of the customer
 - 11.1.3 Defect; or
 - 11.1.4 Faulty materials or workmanship; or
 - 11.1.5 Loss, damage or deterioration of goods either in transit or in storage for any reason whatsoever; or
 - 11.1.6 Any act or matter or thing done, permitted, suffered or omitted by the Seller.
 - 11.2 To the extent permitted by law, any liability of the Seller is limited to and the Customer shall not seek, require, make any demand for or commence any form of legal action or proceeding for any amount of money exceeding:-
 - 11.2.1 In the case of goods, to the price of the goods in respect of which a claim is made.
 - 11.2.2 In the case of services, the cost to supply the service again or the payment of the costs of having the service supplied again.
 - 11.3 The Customer shall not assert and hereby releases and indemnifies the Seller with respect to any claim for any loss or damage of a consequential nature and/or any loss or damage exceeding the amount referred to in Clause 11.2 hereof, except to any extent that, prior to contract, the Customer has given to the Seller a notice in writing headed "Notice of Allocation of Risk" containing full disclosure by the Customer of the risk of that loss or damage and sufficient information with respect to it as would permit the Seller to make an informed decision as to whether or not it will supply in those circumstances at all, obtain insurance or run the risk for itself. The Customer acknowledges that the Seller is relying upon the Customer exercising utmost good faith in identifying and disclosing risks or such claims and the Seller will be relying on any Notice of Allocation or Risk or the absence thereof.
 - 11.4 Any demand or claim against the Seller including but not limited to claims for non-delivery, must be made within 14 days of the date or proposed date of delivery. All claims must refer to the original invoice number and date and provide sufficient detail of the demand or claim (including but not limited to the reasons why the demand or claim is made notwithstanding the terms of this clause 11) as will enable the Seller to make an informed and timely decision in respect of the demand or claim.
 - 11.5 These Terms and Conditions do not exclude restrict or modify the application of any provision of the Trade Practices Act and any other relevant Federal or State Legislation which by law can not be excluded, restricted or modified. All conditions, warranties and other things expressed or implied by statute and/or common law or otherwise are hereby expressly excluded to the extent permitted by law.

- 11.6 The customer hereby acknowledges and warrants to the Seller that the customer will not rely on order and delivery documentation to accurately and correctly identify the goods or services supplied and that the customer will conduct such examination and/or tests as are necessary and/or convenient to establish that the goods or services supplied are in fact as ordered and required in all respects and will do so in a timely manner before relying on the said supply at any time shall be deemed to be acceptance of and a waiver of all claims or the Customer in respect of such supply.
- 11.7 Any clerical errors in computation, typing or otherwise of any catalogue, quotation, acceptance, offer, invoice, delivery document, credit note or specification given by the Seller shall be subject to correction at any time by the seller.
- 11.8 No sub clause of this clause 11 shall be read or construed as limiting or being limited by the contents of any other sub clause of this clause 11.
- 11.9 The Customer indemnifies the Seller in respect of anything done by or in the name of the customer or its assigns contrary to or otherwise than as permitted by this clause 11.
- 12. NO IMPLIED OBLIGATIONS OF SERVICE**
The Customer hereby acknowledges that these conditions do not impose on the Seller an obligation to inspect any site of the Customer or any goods supplied delivered or installed by the Seller on such a site. Any obligation may arise by way of a separate agreement between the Seller and the Customer. In the absence of any such separate agreement the Customer shall seek assistance from the manufacturer of any goods supplied.
- 13. RISK**
 - 13.1 Unless otherwise agreed in writing, the risk in the goods purchased shall pass to the Customer, upon delivery to the Customer or after advice by the Seller to the Customer that the goods are ready for delivery to its agent or to a carrier commissioned by the Customer.
 - 13.2 Without in any way limiting the operation of the foregoing, upon delivery of the goods to the Customer or his agent or to a carrier commissioned by the Customer, the Customer hereby covenants and where appropriate warrants with the Seller that, in the storage and handling of the goods, the Customer shall comply with all relevant environmental laws and regulation and does (or on the acquisition of the goods) will possess and comply with all necessary and/or relevant permits and licenses, and the Customer shall ensure that the Customer is familiar with and adheres to all the necessary and appropriate precautions and safety measures relating to the storing and handling of goods.
- 14. SOLVENCY OF CORPORATE CUSTOMERS**
 - 14.1 Where the Customer is a corporate body then the following provisions apply:
 - 14.1.1 Credit application is subject to and conditional upon the Customer's directors executing personal guarantees in the form approved by the Seller.
 - 14.1.2 The Customer hereby declares that it is solvent and able to pay its debts as they fall due and is not in liquidation, administration, receivership or subject to any compromise or arrangement with its creditors or any class of them.
 - 14.1.3 The directors of the Customer are not and have never been bankrupt and are solvent, are able to pay their debts as they fall due, have not made any compromise or arrangements with their creditors and have not made or proposed any meeting of their creditors or any class of them.
- 15. PROPERTY**
 - 15.1 Property and ownership in the goods shall remain with the Seller and the Seller reserves the right to dispose of the goods until such time as full payment is made for all amounts owing by the Customer to the Seller, on any account whatsoever.
 - 15.2 Risk in any goods supplied by the Seller shall pass to the Customer on delivery of goods and the buyer shall properly store, protect and insure goods.
 - 15.3 The Customer acknowledges that until his total indebtedness under these conditions of sale to the Seller and on any account whatsoever is discharged, the Customer holds the goods as bailee of the Seller and that a fiduciary relationship exists between the Seller and the Customer.
 - 15.4 Until full payment as aforesaid, the Customer shall store the goods separate from his own and those of third parties and in a manner to enable them to be identified and cross referenced to particular invoices..
 - 15.5 If:-
 - 15.5.1 the Customer fails to pay any amount of the Customers total indebtedness to the Seller under these conditions of sale when it is due to the Seller;
 - 15.5.2 a receiver and manager, liquidator, provisional liquidator or other insolvency administrator is appointed in respect of the Customer or a scheme of arrangement is proposed or approved in respect of the Customer or a mortgagee enters into possession of any of the Customer's assets or an application is made for the winding up of the Customer; or
 - 15.5.3 the Customer is otherwise in default of these conditions of sale; or
 - 15.5.4 there is at any time on any account whatsoever money owing by the Customer to the Seller whether due to be paid or not.
- 15.6 The Seller may without notice and without prejudice to any of its other rights and remedies retake possession of the goods and may enter upon the Customers premises by its servants or agents for that purpose.
- 15.6 The Customer consents to allow the Seller reasonable access to his premises in order to retake possession of goods in accordance with these conditions of sale.
 - 15.6.1 the Customer shall be liable for all costs associated with the exercise of the Sellers rights under this clause, which shall be payable on demand.
 - 15.6.2 The Seller has the right of re-sale of the goods in the event he retakes possession of them.
- 15.7 Unless otherwise notified in writing, the Customer is authorised to sell the goods to a third party in the ordinary course of business on commercially reasonable terms provided those terms include a term in the same or similar terms to this clause 15. Insofar as the Customer is empowered to resell goods, he:
 - 15.7.1 sells as a fiduciary agent in relation to the Seller;
 - 15.7.2 sells on account of the Seller and not for its own account;
 - 15.7.3 sells as principal in relation to any third party;
 - 15.7.4 has no right to commit the Seller to any contractual relationship or liability to any third party.
- 15.8 The proceeds of any such goods are to be kept in a separate account until all liability to the seller on any account whatsoever has been discharged and must not be mixed with any moneys, including general funds of the Customer.
 - 15.8.1 The Customer is accountable to the Seller for the proceeds and does not receive them for its own account;
 - 15.8.2 The Seller may appropriate and apply or reappropriate and reapply any payment received by the Customer to such goods and accounts as it thinks fit notwithstanding any appropriation, application or direction of the Customer to the contrary.
- 15.9 Goods supplied must not be attached to or in any way mixed or co-mingled with other goods not the property of the Seller without the prior written consent of the Seller.
- 15.10 The Customer must not use goods supplied in such a way that they become non-recoverable prior to payment being made to the Seller in full, or alternatively until consent in writing has been obtained from the Seller.
- 16. STORAGE**
If the Seller notifies the Customer that the goods are ready for delivery and the Customer request the Seller to hold the goods on its behalf or refuses to accept delivery such goods will be held by the Seller at the Customer's risk and the Seller shall be entitled to charge a reasonable storage fee in respect of the goods.
- 17. JURISDICTION**
All contracts between the Customer and the Seller are subject to South Australian law and the parties agree to be subject to the exclusive jurisdiction of the Courts of South Australia.
- 18. PRIVACY ACT**
In consideration of the Seller providing credit facilities to the Customer, the Customer hereby agrees that for the purpose of processing the application form provided the Seller may make whatever enquiries it deems necessary from any source of information including credit reporting agencies and credit providers. The Customer acknowledges that the Seller may need to supply information about the Customer to those sources and the Customer gives its authorisation to the Seller to do so.
- 19. WAIVER**
The waiver by the Seller of any provision or breach of any provision of these conditions of sale shall not be construed as a waiver of any other provision, or a breach of any other provision, or subsequent breach of the same or any provision hereof.
- 20. GOODS AND SERVICES TAX (GST)**
The amounts payable by the Customer to the Seller for, or in connection with, any Supply under this agreement do not include any GST.
The Customer must pay the Seller an additional amount on account of GST, equal to the amounts payable by the Customer for the supply, multiplied by the prevailing GST rate (unless exempted by the GST Act.)
- 21. ENTIRE CONTRACT**
Subject to Clause 9 hereof these conditions of sale contain the complete and final agreement between the Customer and the Seller and no other agreement in any way modifying the conditions of sale will be binding on the Seller unless made in writing and signed by the Seller's authorised representative.

TDG 300108



Applied Safety

A DIVISION OF BLASTMASTER

STRICTLY CONFIDENTIAL

LIMITED LIABILITY

30 DAY CREDIT ACCOUNT APPLICATION

Please return to: **APPLIED SAFETY CREDIT DEPARTMENT**

TO HELP US TO SERVE YOU BETTER . . .

Could you provide us with the details of people in your organisation who are involved in managing the Health & Safety of your employees, so we can keep them informed of new products and services which could make the job easier, by mailing them a copy of our Newsletter.

Name	Title	Name	Title
1		3	
2		4	

Is there any other information we can provide you?

OFFICE USE ONLY

Contact Name	Checked by	Authorised by
Contact Number/s	Mob/Fax	
Account Name	Comments	
	Date Completed	
	Credit Limit \$	
	Approved	

typed only

CUSTOMER DETAILS

Please ensure that every section is completed.

Legal Entity:		ABN:	
Trading Name: (If different to above)			
Postal Address: (for invoices)		Postcode:	
Delivery Address: (for delivery of goods)		Postcode:	
Should we send your monthly statement to a different address?		Postcode:	
Accounts Payable Contact:		Phone:	
Correspondence Address: (for newsletters, etc.) <i>if different to above</i>		Postcode:	
Telephone:	Mobile:	Facsimile:	
Email:		Website:	

COMPANY STRUCTURE

<input type="checkbox"/> Public Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Trust	<input type="checkbox"/> Other	
<input type="checkbox"/> Pty Ltd Company	<input type="checkbox"/> Partnership	Commencement date of Business:		

OWNERSHIP DETAILS

Details of Directors / Partners / Owners / Principals		
Name	Private Address	Phone No.
Registered Office Address:		
		Postcode:
Have applicant/s or directors ever been bankrupt or entered into an arrangement pursuant to the Bankruptcy Act? <input type="checkbox"/> NO <input type="checkbox"/> YES		
Credit Limit Required \$	If Credit Limit is over \$50,000 a Directors Guarantee must be completed. This will be sent to you by mail or email.	
Affiliated or Parent Companies:		

Bank	Contact
Branch	Phone No.
Are business premises owned, leased , mortgaged?	
Nature of business:	
Do you require a Purchase Order Number on all Invoices? <input type="checkbox"/> No <input type="checkbox"/> Yes	

TRADE REFERENCES

Current Trade References / Credit Providers (major only)

Name	Phone No.(include area code)	Monthly Spending Value
1	AREA CODE	
2	AREA CODE	
3	AREA CODE	
4	AREA CODE	

IMPORTANT – This Section must be signed

TERMS: NETT 30 DAYS FROM END OF MONTH IN WHICH GOODS / SERVICES ARE DELIVERED. The Customer and signatories appearing below hereby acknowledge the Applied Safety Conditions of Sale overleaf and upon acceptance by the Seller by way of written notice or the supply of goods or services, agrees to be bound accordingly.

CONDITION OF SALE NO.18 - PRIVACY ACT
In consideration of the Seller providing credit facilities to the Customer, the Customer hereby agrees that for the purpose of processing the application form provided the Seller may make whatever enquiries it deems necessary from any source of information including credit reporting agencies and credit providers. The Customer acknowledges that the Seller may need to supply information about the Customer to those sources and the Customer gives its authorisation to the Seller to do so.

COMPANY

Authorised Representative Printed Full Name	Director Printed Full Name
Position:	Director Mobile:
Representative Signature:	Director Email:
Secretary Printed Full Name	Director Signature:
Secretary Signature:	Date: / /

SOLE TRADER / PARTNERSHIP

Signature:	Name:
	Position:
Date: / /	Witness: