

CREDIT APPLICATION AND TERMS AND CONDITIONS

Company Name Trading Name

Postal Address Email:.....

Trading Address

Telephone () Fax () Estimated Expenditure \$.....P.M.

Is this a Pty Ltd Company, Partnership or Sole Trader?A. B. N

Nature Of Business Owned for Years

Registered Office Accounts Contact

Proprietors / Partners / Directors :-

1/ Name

Private Address

2/ Name

Private Address

Bank Branch Acc No.

Trade References

Phone No.

1/ ()

2/ ()

3/ ()

The applicant acknowledges that he / she has received a copy of the Terms and Conditions of sale prior to signing this application. The applicant hereby grants permission for the company to carry out any credit enquires it may in its sole discretion determine.

In consideration of Blue Sun Poles Pty Ltd (hereinafter called Blue Sun) having agreed at my / our request to supply the Applicant with goods, I / We hereby agree to pay Blue Sun in the event of the Applicants failing to do so, all monies due to Blue Sun for goods ordered from or supplied by Blue Sun to the Applicant. If the applicant shall commit any default in payment for any goods or in any of its other obligations to Blue Sun I / We will indemnify Blue Sun and hold it harmless against all losses, damages, costs, expenses or otherwise thereby incurred and I / We warrant that all statements contained in this Credit Application Form are true and correct in every particular.

Signed (Personal Guarantee):.....Print NameDate.....

Signed (Personal Guarantee):Print NameDate

Signed Witness:Print Name: Date

TERMS:

Thirty (30) Days strict from end of month.

This document forms part 1 of 2

TERMS AND CONDITIONS

1. Interpretation

This agreement shall be subject to the provisions of this Trade Practices Act 1974 and any statutory amendment of re-enactment thereof for the time being in force. Unless otherwise inconsistent with the context the word 'person' shall include corporation 'Company' shall mean BLUE SUN POLES PTY LTD and its agents, servants and employees, and any of its subsidiaries as defined in Section 7 of the Companies Act and Codes (if such subsidiary is named as the party making or accepting the order), 'goods' shall include services, and 'Purchaser' shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include female and neuter gender and vice versa.

2. Offer and Acceptance

Any quotation made by the Company is not an offer to sell or to provide services and no order given in pursuance of any quotation shall bind the Company until accepted by it in writing or by the commencement of the supply or provision of services. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between the Company and the Purchaser. Any terms and conditions contained in any order offer acceptance or other document of the Purchaser and all representations statements terms conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

Insofar as goods or services supplied by the Company are not of a kind ordinarily acquired for personal, domestic or household use or consumption and unless the Purchaser establishes that reliance of this provision would not be fair and reasonable, the liability for breach of a condition or warranty implied into this contract by the Trade Practices Act 1974 (other than a condition implied by section 69) is limited.

a In the case of goods to any one of the following as determined by the Company.

- i the replacement of the goods or the supply of equivalent goods, or
- ii the repair of the goods, or
- iii the payment of the cost if replacing the goods or of acquiring equivalent goods, or
- iv the payment of the cost of having the goods repaired.

b In the case of services to any one of the following determined by the Company.

- i the supplying of the services again, or
- ii the payment of the cost of having the services supplied again.

3. Delivery

a Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by the Company in writing providing to liquidated damages for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of negligence of the Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by the Company to deliver by the quoted date. Written advice to the Purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.

b Subject to the provisions of Section 74 of the Trade Practice Act 1974 and to the warranties therein implied that services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, the Company shall not be liable to any Purchaser or other party for any direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether same is due to the negligence of the Company or any other party, strike or any other industrial action be it of the Company or other party, or any other cause whatsoever.

c The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled

- i to terminate or cancel the contract, or
- ii to any loss or damage howsoever arising for failure by the Company to deliver any instalment on or before the quoted date

d It is agreed that the Company shall not be responsible for delay in manufacture or delivery caused by, or in any way incidental to an act of God, war, fires, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the Company's reasonable control.

e Any quotation containing a provision to supply goods 'ex stock' is subject to fulfilment of prior orders at the date of receipt of the Purchaser's order.

4. Cancellation

a Subject to section 75A of the Trade Practices Act 1974 and without limiting the entitlement of a consumer to rescind a contract as provided in that Section, any order may only be cancelled, varied or suspended with the written consent of the Company.

5. Description and Specifications

a The Purchaser warrants that any goods manufactured constructed or supplied by the Company which are based in whole or in part upon design drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters patent or registered designs. The Purchaser shall indemnify and keep indemnified and hold harmless the Company against any action loss cost claim or damage that may be brought against or suffered by the Company for any breach of this warranty by the Purchaser.

b The Company warrants that all products will be supplied in accordance with any drawings supplied by the Company including engineering specifications and or certifications.

C If not shown or detailed on drawings generally accepted and known or proven manufacturing tolerances will apply.

6. Waiver

Failure by the Company to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which the Company may have and shall not, and nor shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

7. Guarantee and Warranty

a Except when the Purchaser is a Consumer for the purposes of the Trades Practices Act 1974, and the conditions warranties and right implied by that Statute cannot be excluded, and subject always thereto, representations promises statements warranties and conditions [whether (subject as aforesaid) statutory express or implied] regarding any goods or services supplied by or on behalf of the Company are expressly excluded. The Company shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf or in any arrangement with the Company or occasioned to the Purchaser or any third or

other party or to his or their property or interest and whether or not due to the negligence of the Company its servants or agents.

b As soon as any of the facts or matters which form any part of the claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen days notify the Company in writing of the same.

c The Company's liability shall be limited in all circumstances to the repair or replacement or monetary compensation at the option of the Company of any goods manufactured by it which are returned only upon the written authority of the Company.

d The Company shall not be liable in any circumstances for any:
i defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation, repair or alteration (other than by the Company) or accident;

ii any transport installation removal labour or other cost;

iii goods not manufactured by it but the Company will endeavour to pass onto the Purchaser the benefit of any claim made by the Company and accepted by the Purchaser and the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by that manufacturer, provided that nothing contained in this sub-paragraph shall limit the rights of the Purchaser to proceed against the Company pursuant to the Trade Practices Act 1974.

iv technical advice or assistance given or rendered by it to the Purchaser whether or not in connection with the manufacture construction or supply of goods for or to the Purchaser provided always that the Company has rendered such services with due care and skill and that any materials supplied in connection with those services are reasonably fit for the purpose for which they are supplied.

8. Insurance

In the event that the goods are covered by insurance taken out by the Company, the Company will only be liable to the extent of any indemnity provided.

9. Insolvency and Default

If -
a The Purchaser makes default in any payment due hereunder.

b A resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser.

c A receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser.

d The Purchaser makes or proposes to make any arrangement with its Creditors.

e The Purchaser is placed under official management.

f Execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven days satisfied, then, and in any such event, the Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights, hereunder PROVIDED HOWEVER that the Company may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause, but without prejudice to its rights thereafter to rely upon the happening thereafter of any of the events hereinbefore referred to or upon the continuation after such waiver of any state of affairs the subject of such waiver.

10. Title Lien

a Title to the goods to be delivered will not pass to the Purchaser until payment in full for the goods has been received by the Company. Until the date of final payment the Purchaser shall store the goods so that they are clearly identified as the property of the Company.

b In addition to any lien to which the Company may be statute or otherwise, be entitled, the Company shall in the event of a Purchaser's insolvency, bankruptcy or winding-up be entitled to a general lien on all property or goods belonging to the Purchaser in its possession (although such goods or some of them have been paid for) for the unpaid price of any other goods sold and delivered to the Purchaser under this or any other arrangement understanding or contract.

11. Risk

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser his carrier or agent.

12. Payment

a Unless otherwise agreed in writing payment terms are net cash 30 days from the end of the month in which the goods are delivered to the Purchaser his carrier or agent.

b If the Company does not receive forwarding instructions sufficient to enable it to dispatch the goods within 14 days of notification that they are ready, the Purchaser shall be deemed to have taken delivery of the goods, and the terms of payment shall apply from such date. The Purchaser shall be liable for storage charges payable monthly on demand, storage being at the Purchaser's risk.

13. Price

a Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the Company at the date of delivery plus the amount which the Company is required to pay on account of excise, or sales taxes or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale or delivery thereof.

b Unless otherwise specified any prices quoted do not include transportation costs.

c The prices quoted are based on present day cost of labour and materials and will be subject to contract price adjustment at the option of the Company.

I,(Name)

..... (Position)

of,.....(Company)

have read these Terms & Conditions and agree to abide by them.

Signed: Date: