



## CREDIT APPLICATION FORM

The Applicant(s) ("you") apply to HAZ AREA ELECTRICAL PTY LTD ABN 63 166 068 748 ("HAZ AREA ELECTRICAL PTY LTD", "we" and "us") for credit on the terms and conditions set out below.

1. You warrant that all information given to us is true and correct.
2. You agree to notify us immediately of any change affecting your legal entity, structure, management or control.
3. You agree that:
  - (a) the attached terms and conditions of trade, or such other terms and conditions as we may adopt subject to
    - giving you notice in writing, apply to the supply of Goods by us to you to the exclusion of all other terms and
    - conditions of sale or purchase;
  - (b) no variation to our terms and conditions of trade will be of any effect unless agreed to by us in writing;
  - (c) the Goods supplied by HAZ AREA ELECTRICAL PTY LTD secure the payment of the purchase price of those Goods and of any other Goods supplied by HAZ AREA ELECTRICAL PTY LTD;
  - (d) you will not change your name, ACN or ABN or any other details required on the PPSR without first notifying us;
  - (e) you waive your rights to receive a verification statement in respect of any financing statement of the security interest created pursuant to this application and our terms and conditions of trade.
4. You acknowledge that a separate credit limit approval is required from us.
5. You acknowledge that we may:
  - (a) refuse your credit application;
  - (b) withdraw or vary your credit facilities at our absolute discretion without prior notice;
  - (c) withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.
6. You consent and agree that:
  - (a) we may:
    - (i) obtain a credit report from credit reporting agencies or other credit providers;
    - (ii) obtain information from any other credit providers for the purpose of reviewing and assessing your credit worthiness;
    - (iii) disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facilities; and
    - (iv) collect and use any personal information as defined in the Privacy Act 1988 for the purposes referred to in paragraphs 6(a)(i) to 6(a)(iii) above;
  - (b) the consents referred to in paragraph 6(a) above will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.
8. This application is made to HAZ AREA ELECTRICAL PTY LTD.
9. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.



NOTE: PLEASE COMPLETE FORM IN BLOCK LETTERS.

PLEASE TICK:	Company <input type="checkbox"/>	Trust <input type="checkbox"/>	Individual/Partnership <input type="checkbox"/>	
Legal Entity Name:				
Trading Name ; (If different from Legal Entity Name)				
Registered Address:				
Postal Address:				
Email:				
ABN:		ACN:		
Years trading under present ownership:		Date Incorporated:		
Telephone	Business	Mobile	Fax	Private
Business Owners/CEO/Directors				



<b>Full Name:</b> Owner <input type="checkbox"/> or CEO <input type="checkbox"/> or Director <input type="checkbox"/>	<b>Full Name:</b> Owner <input type="checkbox"/> or CEO <input type="checkbox"/> or Director <input type="checkbox"/>	<b>Full Name:</b> Owner <input type="checkbox"/> or CEO <input type="checkbox"/> or Director <input type="checkbox"/>
<b>Private Address:</b>	<b>Private Address:</b>	<b>Private Address:</b>
<b>Home Telephone:</b>	<b>Home Telephone:</b>	<b>Home Telephone:</b>
<b>Drivers Licence Number:</b>	<b>Drivers Licence Number:</b>	<b>Drivers Licence Number:</b>
<b>Date of Birth:</b>	<b>Date of Birth:</b>	<b>Date of Birth:</b>

IF APPLICANT IS A TRUST – COMPLETE THIS SECTION	
<b>Registered Trust Name:</b>	
<b>Trustees of Trust:</b>	
<b>Beneficiaries of Trust:</b>	
<b>Parent and/or Associated Companies:</b>	

BANK DETAILS			
<b>Name of Bank:</b>			
<b>Branch:</b>			
<b>Account Number:</b>			
Credit Trade References (3 preferred)			
<b>Name:</b>		<b>Address:</b>	<b>Telephone:</b>
1			
2			
3			
<b>Declaration</b>  I/We declare that the information on this application is in all respects true and correct at the date indicated. I/We declare that I/We have read the attached Terms and Conditions and agree that all purchases made on credit will be subject to those Terms and Conditions.  Date: ____/____/____ Print Name: _____  Position: _____ Signed: _____			



Where the applicant is a company:

SIGNED by .....

(ACN).....

in accordance with Section 127 of the

Corporations Act 2001 (Cth):

---

Director

---

Print full Name

---

Director/Secretary

---

Print Full Name

Where the applicant is a sole proprietor  
partnership or individual:

SIGNED

by.....

---

Applicant's Signature

---

Witness' Signature

---

Witness' Full Name

---

Witness' Address

IN THE PRESENCE OF:



## Terms and Conditions of Trade

### 1 Definitions and Interpretation

1.1. In these terms and conditions:

- (a) "Agreement" means the agreement between HAZ AREA ELECTRICAL PTY LTD and the Purchaser to provide Goods to the Purchaser subject to these terms and conditions as defined in clause 2 below;
- (b) "HAZ AREA ELECTRICAL PTY LTD" means HAZ AREA ELECTRICAL PTY LTD Pty Ltd ABN 75 155 857 953;
- (c) "Goods" means the products & services supplied by HAZ AREA ELECTRICAL PTY LTD to the Purchaser;
- (d) "Purchaser" means the purchaser of the Goods;
- (e) "Quotation" means any quotation given by HAZ AREA ELECTRICAL PTY LTD to the Purchaser;
- (f) "PPSA" means the Personal Property Securities Act 2009 (Cth).

### 2 Terms

- 2.1. HAZ AREA ELECTRICAL PTY LTD may amend these terms and conditions by giving notice in writing, any amended terms and conditions shall apply immediately after giving such notice.
- 2.2. The Purchaser agrees that, upon placement of an order for Goods with HAZ AREA ELECTRICAL PTY LTD, the Goods will be supplied by HAZ AREA ELECTRICAL PTY LTD under these terms and conditions and the Purchaser will accept the purchase of the Goods under these terms and conditions.
- 2.3. These terms and conditions, the credit application, the credit terms, and any other written instruction or authority provided by HAZ AREA ELECTRICAL PTY LTD to proceed constitutes the entire agreement between the Purchaser and HAZ AREA ELECTRICAL PTY LTD to the maximum extent permitted by law.

### 3 Quotations

- 3.1. Any Quotation will remain valid for 30 days from the date of issue.

3.2. The Purchaser acknowledges and agrees that:

- (a) it is their responsibility to verify that Goods are fit for purpose;
- (b) prices in the Quotation unless specifically stated otherwise are exclusive of GST, freight and other taxes, duties and charges;
- (c) all Quotations are strictly confidential and will not be disclosed to any other party;
- (d) the prices in the Quotation may vary after the date of issue of the Quotation and that it will pay for additional charges as required by HAZ AREA ELECTRICAL PTY LTD or any other party

### 4 Orders and Cancellations

- 4.1 Orders will not be binding upon HAZ AREA ELECTRICAL PTY LTD until accepted either formally in writing or by way of positive action to invoice or despatch the Goods.
- 4.2 HAZ AREA ELECTRICAL PTY LTD may in its discretion refuse to supply any order for any reason whatsoever.
- 4.3 Any order for customised Goods or nonstocked Goods by the Purchaser cannot be cancelled.
- 4.4 Furthermore, no order may be varied or cancelled except with the written consent of HAZ AREA ELECTRICAL PTY LTD, which consent may include such terms which will indemnify HAZ AREA ELECTRICAL PTY LTD against any losses incurred due to the cancellation.
- 4.5 The Purchaser acknowledges and agrees that each order placed by it is a representation to HAZ AREA ELECTRICAL PTY LTD that the Purchaser is solvent and able to pay HAZ AREA ELECTRICAL PTY LTD's accounts as and when they are due.

### 5 Price

- 5.1 Subject to these terms and conditions, the price of all Goods supplied by HAZ AREA ELECTRICAL PTY LTD to the Purchaser will be set at:



(a) HAZ AREA ELECTRICAL PTY LTD's listed price current at the time of delivery; or

(b) HAZ AREA ELECTRICAL PTY LTD's listed price less any discount agreed to in writing by HAZ AREA ELECTRICAL PTY LTD (trade price).

5.2 If currency/exchange rates or customs duties for Goods imported by HAZ AREA ELECTRICAL PTY LTD change between Quotation or Order and time of delivery, HAZ AREA ELECTRICAL PTY LTD may adjust the price to reflect such changes.

5.3 All prices unless specifically stated otherwise are exclusive of GST. Any GST payable must be paid by the Purchaser to HAZ AREA ELECTRICAL PTY LTD in the same manner and at the same time as the consideration for the supply is required to be paid by the Purchaser under these terms and conditions.

5.4 Prices are subject to change at any time without notice.

## **6 Terms of Payment**

6.1 Payment terms are strictly Cash On Delivery unless a credit facility is granted by HAZ AREA ELECTRICAL PTY LTD to the Purchaser.

6.2 HAZ AREA ELECTRICAL PTY LTD will invoice the Purchaser for Goods at the time of supply. All invoices are due and payable within 30 days following the month end in which the invoice to which the Goods relate is issued.

6.3 The Purchaser acknowledges and agrees that HAZ AREA ELECTRICAL PTY LTD is authorised to allocate the payment of any monies received from the Purchaser against any outstanding HAZ AREA ELECTRICAL PTY LTD account of the Purchaser.

6.4 If the Purchaser defaults in making payment in accordance with these terms and conditions, HAZ AREA ELECTRICAL PTY LTD may in its absolute discretion and without notice:

(a) suspend payment discounts;

(b) withdraw the approval of a credit facility and refuse any subsequent orders from the Purchaser for the supply of Goods;

(c) charge the Purchaser interest on that portion of the Purchaser's account overdue at the penalty rate of 16.2% fixed, calculated and payable daily, compounded

from the due date until the invoice is paid in full;

(d) require the Purchaser to reimburse HAZ AREA ELECTRICAL PTY LTD for all legal costs and expenses on a solicitor/client basis as a consequence of HAZ AREA ELECTRICAL PTY LTD instructing its solicitor to provide advice in connection with the default and/or to commence any recovery process and any other costs, expenses, losses or damages arising out of a breach of the Agreement.

6.5 The Purchaser agrees at the request of HAZ AREA ELECTRICAL PTY LTD to procure its directors to sign a personal guarantee and indemnity of the Purchaser's obligations to pay any amount due and payable to HAZ AREA ELECTRICAL PTY LTD, if and when required.

6.6 Any credit application approved by HAZ AREA ELECTRICAL PTY LTD for the Purchaser is granted by HAZ AREA ELECTRICAL PTY LTD on the basis of its reliance on information supplied by, and representations made on behalf of, the Purchaser.

6.7 The Purchaser must inform HAZ AREA ELECTRICAL PTY LTD of any changes to the ownership of the Purchaser by notice in writing immediately. Until such notice is received by HAZ AREA ELECTRICAL PTY LTD the Purchaser, and if the Purchaser is a trustee each of the trustees, will hold HAZ AREA ELECTRICAL PTY LTD indemnified against all losses of whatsoever nature incurred or suffered by HAZ AREA ELECTRICAL PTY LTD in trading with any



person, company or other entity which may have purchased the Purchaser's business or any interest therein and used the Purchaser's previously approved credit account for trading.

- 6.8 The Purchaser hereby grants HAZ AREA ELECTRICAL PTY LTD the authority to lodge a consent caveat over any real property owned or partly owned by the Purchaser to protect its interests in respect of, and to secure any monies that are owed by the Purchaser to HAZ AREA ELECTRICAL PTY LTD.

## **7 Delivery and Freight**

- 7.1 HAZ AREA ELECTRICAL PTY LTD accepts no responsibility either to deliver or to load Goods at the point of despatch.
- 7.2 HAZ AREA ELECTRICAL PTY LTD may in its sole discretion elect to arrange delivery of the Goods and charge the Purchaser a freight charge. If HAZ AREA ELECTRICAL PTY LTD elects to arrange delivery, it is at the Purchaser's cost and risk.
- 7.3 HAZ AREA ELECTRICAL PTY LTD will make all reasonable efforts to deliver the Goods by the agreed delivery date but will not be liable in any way should delivery not be made on this date.

## **8 Reservation of Title**

- 8.1 The Purchaser acknowledges that the ownership of Goods delivered by HAZ AREA ELECTRICAL PTY LTD is only transferred to the Purchaser when the Purchaser has paid all sums owing to HAZ AREA ELECTRICAL PTY LTD on any account whatsoever and that until such time HAZ AREA ELECTRICAL PTY LTD has the right to call for or recover the Goods at HAZ AREA ELECTRICAL PTY LTD's option (for which purposes HAZ AREA ELECTRICAL PTY LTD's employees or agents may enter the Purchaser's premises) and the Purchaser is

obliged to deliver up the Goods if so directed by HAZ AREA ELECTRICAL PTY LTD.

- 8.2 The Purchaser agrees to keep the Goods in a fiduciary capacity for HAZ AREA ELECTRICAL PTY LTD until such time as ownership is transferred to the Purchaser.
- 8.3 Notwithstanding clause 8.2, the Purchaser may sell the Goods to a third party in the ordinary course of business provided that the Purchaser will hold on trust for HAZ AREA ELECTRICAL PTY LTD the proceeds of such sale and will keep those amounts in a separate bank account and immediately apply same in payment to HAZ AREA ELECTRICAL PTY LTD.

## **10 Risk**

Notwithstanding the provisions of clauses 8 and 9 the Purchaser accepts all risk of loss and damage of the Goods, whether caused by the Purchaser or not, once the Goods have left the HAZ AREA ELECTRICAL PTY LTD premises.

## **11 Returns Policy**

- 11.1 HAZ AREA ELECTRICAL PTY LTD will not accept returns for credit without prior authorisation.
- 11.2 Any customised or non-stocked Goods may not be returned for credit under any circumstances.
- 11.3 HAZ AREA ELECTRICAL PTY LTD may allow returns for credit at its sole discretion, but in any event:
- (a) requests for return and credit must be made within 30 days of invoice, and will be refused after 30 days of invoice;
  - (b) the Goods which the Purchaser wishes to return for credit must be in their original unmarked and undamaged packaging and in „as new“ and saleable condition free of any damage whatsoever;
  - (c) the Goods must be accompanied by HAZ AREA ELECTRICAL PTY LTD's completed Goods Return Request Form;
  - (d) the Purchaser will be responsible for the cost of and for effecting delivery of the Goods returned to HAZ AREA ELECTRICAL



- PTY LTD, unless the return is due to incorrect supply or faulty Goods;
- (e) upon receipt of the returned Goods, HAZ AREA ELECTRICAL PTY LTD will credit the Purchasers account less a 10 percent restocking fee. The restocking fee charged by HAZ AREA ELECTRICAL PTY LTD may be greater than 10 percent in its sole discretion.
- 11.4 This clause is subject to the Purchaser's statutory rights under the Competition and Consumer Act 2010 (Cth).

## **12 Claims**

- 12.1 Any claims by the Purchaser for short delivery must be made within 7 days of the delivery.
- 12.2 Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within 30 days of the invoice date.

## **13 Withholding Supply**

- 13.1 HAZ AREA ELECTRICAL PTY LTD reserves the right, irrespective of whether or not an order has been accepted and without notice to the Purchaser, to withhold supply to the Purchaser and HAZ AREA ELECTRICAL PTY LTD will not be liable for loss or damage resulting directly or indirectly from such action where:
- (a) the Goods ordered have been discontinued; or
- (b) HAZ AREA ELECTRICAL PTY LTD has determined, in its absolute discretion, that credit should no longer be extended to the Purchaser.

## **14 Non-availability**

Whilst every effort will be made to fulfil the Purchaser's order for the Goods, HAZ AREA ELECTRICAL PTY LTD will not be liable for any loss or damage whatsoever resulting directly or indirectly from nonavailability of the Goods.

## **15 Licences and Regulations**

- 15.1 It is the Purchaser's responsibility to obtain any licence, consent or approval required by any government or other authority for the purchase or use of the Goods.
- 15.2 The Purchaser must comply with all applicable laws, regulations and requirements in connection with its use, re-sale or other onsupply of the Goods to third parties, including but not limited to the Competition and Consumer Act 2010.

## **16 Warranty and Liability**

- 16.1 HAZ AREA ELECTRICAL PTY LTD warrants that the Goods are free from defects in materials and workmanship. This warranty is for 12 months from the effective date of delivery of the Goods, or such period provided in the manufacturer's warranty documentation accompanying the Goods, whichever is the lesser.
- 16.2 If the Purchaser makes a valid warranty claim, HAZ AREA ELECTRICAL PTY LTD will, at its option, either repair the Goods, supply replacement Goods, or reimburse the Purchaser for the price. HAZ AREA ELECTRICAL PTY LTD shall not be liable for defects arising from fair wear and tear or misuse of the Goods.
- 16.3 The Purchaser is liable for the transport or other cost of sending warranty claim Goods to HAZ AREA ELECTRICAL PTY LTD, and for collection of repaired or replacement Goods.
- 16.4 HAZ AREA ELECTRICAL PTY LTD does not exclude or limit the application of any provision of any applicable statute, legislation or other regulation (including the Competition and Consumer Act 2010) where to do so would contravene that statute, legislation or regulation or cause any part of these terms and conditions to be void and nothing in these terms and conditions is to be interpreted as doing so.
- 16.5 Subject always to clause 16.4, HAZ AREA ELECTRICAL PTY LTD excludes all statutory or implied conditions and warranties to the maximum extent permitted by law, except





any implied term, condition, guarantee or warranty the exclusion of which would contravene any statute or cause this clause to be void („Non-excludable Condition“).

16.6 To the fullest extent permitted by law, HAZ AREA ELECTRICAL PTY LTD's liability to the Purchaser for breach of any Nonexcludable Condition which is applicable is limited to, at the option of HAZ AREA ELECTRICAL PTY LTD. If the breach relates to Goods:

- (a) the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods;
- (b) the payment of the cost of replacing the Goods or acquiring equivalent Goods; or
- (c) the payment of the cost of having the Goods repaired.

16.7 To the maximum extent permitted by law, HAZ AREA ELECTRICAL PTY LTD excludes its liability (including, but not limited to, liability in tort, contract and for breach of statute) to the Purchaser or any other person for:

- (a) any loss or damage consequential or otherwise for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, or revenue arising out of or in connection with the provision of the Goods and whether as a result of any breach, default, negligence or otherwise by HAZ AREA ELECTRICAL PTY LTD suffered or incurred by the Purchaser or any other person in relation to the Goods; and
- (b) in particular, but without limiting clause 16.7(a), any loss or damage consequential or otherwise suffered or incurred by the Purchaser or any other person caused by or resulting directly from any failure, defect or deficiency of any kind of or in the Goods.

## 17 Force Majeure

HAZ AREA ELECTRICAL PTY LTD will not be liable for any loss or damage sustained by the Purchaser through delay in delivering the Goods caused by circumstances

outside of the reasonable control of HAZ AREA ELECTRICAL PTY LTD.

## 18 Intellectual Property Rights

The Purchaser acknowledges that it does not have any intellectual property rights, whether by way of copyright or registered design or otherwise, in the Goods and that HAZ AREA ELECTRICAL PTY LTD retains ownership of all such intellectual property.

## 19 Indemnity

Except as otherwise provided herein, the Purchaser indemnifies and holds harmless HAZ AREA ELECTRICAL PTY LTD against any and all actions, claims, proceedings, costs, losses, expenses, liabilities, including legal fees, whatsoever and howsoever caused or arising out of, connected with, or resulting from the Goods themselves or use of the Goods including without limitation the manufacture, selection, delivery, possession, use, operation, return or any and all damages or injuries caused thereby to anyone whatsoever.

## 20 Termination

20.1 HAZ AREA ELECTRICAL PTY LTD may immediately terminate all outstanding obligations to supply Goods, and/or suspend the Purchaser's credit facility, if the Purchaser:

- (a) breaches this Agreement;
- (b) commits an act of bankruptcy or makes an arrangement with all or any number of its creditors, or has a receiver or liquidator appointed.

20.2 Upon termination provided by clause 20.1:

- (a) HAZ AREA ELECTRICAL PTY LTD may enforce its rights under this Agreement without prejudice to any other rights it may have;
- (b) all other obligations upon the Purchaser shall remain, and any amounts owing to HAZ AREA ELECTRICAL PTY LTD then unpaid whether or not due under the



terms of this Agreement shall immediately become due and payable.

## **21 General**

- 21.1 The Agreement will be governed by the law of the State of New South Wales. The Purchaser irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state.
- 21.2 The invalidity or unenforceability of any provision of the Agreement shall not adversely affect the validity or enforceability of the remaining provisions.
- 21.3 Any failure by HAZ AREA ELECTRICAL PTY LTD to insist on strict compliance with any term of the Agreement shall not be deemed a waiver of such term. Such failure shall in no way affect the right later to enforce such term.
- 21.4 HAZ AREA ELECTRICAL PTY LTD reserves the right to correct clerical errors without notification.