

COMMERCIAL ACCOUNT APPLICATION FOR



PATTON

Central Queensland Pty. Ltd.
A.C.N. 126 029 472 A.B.N. 44 126 029 472

(“The Company”)

2/140 William Street

Rockhampton Qld 4700

PHONE (07)49273648 FAX (07)49271576

(Please Tick) Are you: A Company A Partnership A Sole Trader

Name of Applicant

A.B.N.

Trading Name (if any)

Previous Trading Name

Postal Address

..... Postcode

Delivery Address

..... Email:

Telephone Number Fax Number

Contacts - Sales Contact

- Accounts Payable Officer

Nature of Business

(Please Tick) Details of: Directors Partners Sole Trader

1. Name in full Position / Occupation

Address Licence Number

..... Postcode

2. Name in full Position / Occupation

Address Licence Number.....

..... Postcode

3. Name in full Position / Occupation

Address Licence Number.....

..... Postcode

Business Address Owned / Rented Date Bus, Commenced/...../.....
Main Business Activity
Date of Incorporation No. of Staff Employed
Bank & Branch
Account Number
Accountant/ Auditor Telephone

Trade References

1..... Fax No. Telephone
2..... Fax No. Telephone
3..... Fax No. Telephone
4..... Fax No. Telephone

Anticipated Monthly Requirements \$

All products are sold by the company subject to its Standard Conditions of Sale.

The applicant acknowledges that he/she has received a copy of the Standard conditions of Sale prior to his/her signing the application.

The applicant hereby warrants that he/she has read and fully understands the nature and effect of the Standard conditions of Sale and:

- (a) He/she has authority to sign on behalf of and to bind the applicant.
- (b) The information is true and correct in every detail.
- (c) Permission is hereby granted to the Company to carry out such credit enquiries as the Company may in its sole discretion determine.
- (d) The Company is hereby authorized to provide such information concerning the applicant to any other parties as the company may in its sole discretion determine.
- (e) The applicant hereby indemnifies the Company in respect of any claims or actions arising out of the obtaining or providing of information concerning the applicant in exercise of its discretion as outlined above.

Signed on behalf of the Applicant

X
...../...../.....
SIGNATURE PRINT NAME & TITLE DATE

PLEASE REFER TO STANDARD CONDITIONS OF SALE ON THE REVERSE HEREOF.

--

STANDARD CONDITIONS OF SALE

GENERAL

- 1 No quotation by the Company shall constitute an offer.
- 2 All orders placed with the Company shall only be accepted subject to the Terms and Conditions and a binding contract which is subject to the Terms and Conditions shall arise in respect of each order placed by a person (the "Buyer") with the Company if and when the Company confirms the order in writing or the Company causes an Invoice Delivery Docket to be printed in respect of that order. The Company shall be under no obligation to recognize any other party as a Buyer other than the Applicant notwithstanding the fact that a party other than the applicant has, in fact, been ordering, paying for and accepting delivery of products.
- 3 If the Buyer cancels or alters any order or part order for products at any time after the Company has received the order then the Company reserves the right to charge to the Buyer any costs incurred to the date of such cancellation or alteration.

PRICES

- 4 Prices quoted do not include GST or any other levy or duty which, when applicable, shall be borne by the Buyer.
- 5 Prices quoted are subject to rise and fall without notice as a result of increases or decreases since the date of quotation in costs of materials, labour, freight, insurance, tariffs, duties, taxes and manufacturing costs generally.
- 6 Prices are quoted ex the Company store.

TERMS OF PAYMENT

- 7 Unless otherwise agreed in writing all prices are strictly nett. The granting of credit to the Buyer shall be at the absolute discretion of the Company and unless otherwise demanded by the Company the Buyer shall make payment within thirty (30) days after the end of the month of invoice date. If the Buyer fails to make payment in accordance with clause 7, the Company shall be entitled to:
 - (a) Require the payment of cash upon delivery of any further products;
 - (b) Charge default interest at the rate of one and a half percentum (1.5%) per month calculated on a day to day basis on any monies due but unpaid, such interest to be computed from the due date for payment and the parties agree that such default interest is not a penalty but is a true measure of damages incurred by the Company; payments received from the Buyer will be credited first against any default interest and all such charges will be payable on demand;
 - (c) Claim from the Buyer for all costs relating to any action taken by the Company to recover monies or goods due from the Buyer including any Mercantile Agents costs and legal costs and disbursements on a Solicitor/Client basis and such cost shall be deemed to be part of the indebtedness of the Buyer to the Company; and
 - (d) Cease any further deliveries to the Buyer and to terminate any agreement in relation to products that have not been delivered.

DELIVERY

8. The Buyer shall be responsible for the cost of and delivery made ex the Company store. If the Company is requested to arrange for delivery of products beyond the store, the Buyer, shall pay the delivery charges stipulated by the Company from time to time. The Company shall in all cases be entitled to choose the method of transport.
9. The Company shall endeavor to effect delivery at the time or times requested by the Buyer but failure to do so shall not confer a right of cancellation or refusal of delivery on the Buyer or render the Company liable for any damages directly or indirectly sustained by the Buyer as a result thereof.
10. The Company may at its discretion make and invoice partial deliveries against an order and each such delivery shall be separate sale pursuant to these Terms and Conditions.

- 11 If the Buyer is not ready or is unable or unwilling to accept physical delivery of the products ordered when the products are ready for delivery or if delivery is otherwise delayed for any reason beyond the Company's reasonable control, the Company shall be entitled to charge a fee for any delay experienced or arrange for the storage of the products at the risk and cost of the Buyer, including all transportation, warehousing and other consequential costs or to unload the products at the risk and cost of the Buyer.

RISK

- 12 The risk in the products shall pass to the Buyer upon delivery to the Buyer or its agent or to a carrier nominated by the Buyer.

INSPECTION

- 13 The Buyer shall examine the product after delivery and the Company shall not be responsible for any misdelivery, shortage, defect or damage to the product unless the Buyer notifies the Company thereof within seven (7) days after the date of delivery.

WARRANTY

- 14 Warranty on all equipment and parts is limited to that offered by the original manufacturer. In any event this is restricted to "repair or replacement" of the returned faulty part to our nearest warehouse (freight to customer's account) within a period of twelve months from date of original invoice. Warranty does not apply to:
 - (a) Any defect which in the Company's opinion arose due to misuse, neglect, negligence or accident; or to any damage caused by flood, fire or Act of God.
 - (b) Any defect resulting from failure or inadequacy of the users electric power, water supply or drainage.
 - (c) Any defect not immediately notified to the Company.
 - (d) Any equipment which in the Company's opinion has been installed, operated, altered, dismantled, repaired or serviced by other than an authorised person or which has been fitted with any part not approved by the Company.
 - (e) Any equipment which in the Company's opinion shows evidence of the presence of refrigerant or oil other than that specified by the Company.
 - (f) Light bulbs, glass components, belts, fuses, refrigerant, lubricants, or other consumables.
 - (g) Any equipment where the purchaser has not in the Company's opinion carefully followed the specific instructions forwarded with the equipment concerning the proper use and care of the equipment, or uses the equipment for purposes other than those for which it is designed.
 - (h) Replacement or cleaning of filter equipment.
 - (i) Any Warranty claims will only be considered when accompanied by fully completed Company Warranty Claim Forms and equipment and / or parts intact. In particular compressors are to be complete with all electrics, mounts and sealed off to prevent loss of lubricant. All other conditions and warranties, whether express or implied, and whether arising of common law or by statute, are hereby expressly excluded, and the Company shall not in any circumstances be liable to the customer or other party in respect of consequential loss, damage or injury howsoever arising.

REPRESENTATIONS

- 15 Any advice, recommendations, information or representation provided by the Company as to quality or performance of the products or their suitability for particular purpose or otherwise in relation to the products is given in good faith but without any liability or responsibility on the part of the Company. The Buyer acknowledges that it has not relied upon or been induced by any representation by the Company not expressly set out herein.

LIMIT OF LIABILITY

- 16 These conditions do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial law which by law cannot be excluded, restricted or modified.
- 17 Except where the Buyer shall be taken to have acquired the products as a consumer within the meaning of the Trade Practices Act, 1974 or equivalent Commonwealth, State or Territorial legislation:

- (a) The Company shall not be liable or responsible for any loss, damage, injury to property or persons (including but not limited to loss of profits, business or other direct, indirect, special, consequential, or incidental damages) resulting from, arising out of or in connection with the acquisition, delivery, re-supply, installation, use or injury results from the negligence or any other cause whatsoever.
 - (b) All terms, conditions and warranties that the products shall correspond with any sample, shall be of merchantable quality or shall be reasonably fit for any purpose expressed or implied directly or indirectly, by common law or any Federal, State or Territorial laws are hereby excluded.
- 18 Where the Buyer shall be taken to have acquired the products as a consumer within the meaning of the Trade Practices Act, 1974 or equivalent commonwealth, State or Territorial legislation, the liability of the Company for a breach of any term, condition or warranty referred to in Clause 17(b) hereof shall be limited in the absolute discretion of the Company, to one of the following:
 - (a) the replacement of the products or the supply of equivalent products; or
 - (b) the repair of the products.

FORCE MAJEURE

- 19 The Company shall not be liable for any failure or delay to supply or deliver the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the Company including, but not limited to, war, strikes, lockouts, Industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotion's or accidents of any kind.
- 20 If the Buyer fails to comply with any of these conditions or being an Individual commits any act of bankruptcy, or being a corporation passes a resolution for winding up or liquidation (other than for purposes of reorganization or reconstruction) or enters into any composition or arrangements with creditors or if a receiver or manager is appointed for any property or assets of the Buyer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, the Company may, in addition to exercising all or any of its rights against the Buyer, suspend any further deliveries and immediately recover possession of any products not paid for in full and sell them.

RETURNS

- 21 The Company may in its absolute discretion accept the return of products to the credit of the Buyer provided the prior written approval of a duly authorized representative of the company is first obtained and that such products are returned to its store unused and undamaged before the expiry of fourteen (14) days after their delivery to the Buyer and the Buyer agrees to pay a handling and administration charge as notified by the company.

GOVERNING LAW

- 22 The Buyer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as the Company may in its sole discretion determine. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination the Buyer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of QLD applying the Laws of the State of QLD.

SERVICE OF DOCUMENTS

- 23 The Buyer agrees that service of any notices or Court documents may be effected by forwarding same by pre-paid post or facsimile to the last known address of the Buyer.
- 24 A written Statement of Debt duly signed by an authorized employee of the Company shall be prima facie evidence and proof of the amount of indebtedness by the customer to the Company at that time.

