

**FIRE SAFETY EQUIPMENT PTY LIMITED**

A.C.N. 116 067 684 ABN. 61 644 250 587

**Sydney** Unit 2, 110 Bonds Rd, RIVERWOOD NSW 2210

**Brisbane** Unit 4, 27 Shettleston St, ROCKLEA QLD 4106



**ACCOUNT APPLICATION**

Account Name:  Limit Sought \$

Account Address :     
Number and Street Town Post Code

Main Phone  Main Email

Accounts Phone  Accounts Email

ABN

Registered Company Name:  ACN

Registered Office :     
Number and Street Town Post Code

Date of Incorporation  Place of Incorporation  Years in Business

**Directors : (Full Name and Private Address)**

Name	Address
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Current Trade References : (at least three that you trade with regularly)**

Company Name	Phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

I agree that your terms are strictly 30 days ( unless agreed otherwise ) from the date of Invoice and that I will abide with your trading terms and conditions.

**Privacy Act Consent**

I acknowledge that the Company has informed me that certain items of personal information contained in this application may be used for the purpose of assessing this application, and in the course of this assessment may be disclosed to a Credit Reporting Agency and I permit such information to be kept on a Credit Information File.

Signature  Position Held

Name of Applicant  Date

## FIRE SAFETY EQUIPMENT PTY LIMITED

A.C.N. 116 067 684 ABN. 61 644 250 587

**Sydney** Unit 2, 110 Bonds Rd, RIVERWOOD NSW 2210

**Brisbane** Unit 4, 27 Shettleston St, ROCKLEA QLD 4106



### CONDITIONS OF SALE

- 1 These conditions shall:
  - a. take precedence over any other agreements, arrangements or understanding (whether written or oral) except those arrangements as detailed in any Distributor Agreement;
  - b. constitute the entire agreement between the Vendor and the Purchaser; and
  - c. no amendment will be effective unless such amendment is expressly incorporated and is in writing.
- 2 The Vendor shall use reasonable endeavors to complete delivery of all products ordered herein (the Products), provided however that the Vendor accepts no liability whatsoever for any loss or damage suffered as a consequence of any delay or failure to deliver any of the Products irrespective of the cause. The Vendor may at any time prior to the delivery of the Products terminate these conditions without incurring any liability whatsoever.
- 3 To the extent permitted by law and except as provided herein, all conditions, warranties and representatives are hereby expressly negated and excluded. subject to the foregoing, the Vendor's liability for any breach of contract, tort (including negligence), strict liability, or otherwise.
- 4 The benefit of any warranty available to the Purchaser shall be subject to the following:
  - a. the Products must have been stored, maintained, installed, or operated by the Purchaser strictly in the prescribed
  - b. the right of the Vendor to examine any of the Products and, if in the opinion of the Vendor a price adjustment is required, then the amount of such price adjustment shall not exceed the net sales price of the defective products;
  - c. there is no obligation for the Vendor to make allowance for labour or expenses incurred by the Purchaser in removing or replacing defective Products or workmanship;
  - d. there is no warranty given by the Vendor for other manufacturers' products which may be purchased by the Purchaser
  - e. that acceptance of the Vendor's work and/or services by or on behalf of the Purchaser shall relieve the Vendor of any
  - f. the Products not having been repaired or altered by a third party without the express approval of the Vendor or in any manner misused or damaged whether by negligence or otherwise;
  - g. any fault or deficiency in the Product which gives rise to a claim caused by a matter or circumstance within the reasonable
- 5 The Vendor shall not be obliged to accept the return by the Purchaser of any of the Products.
- 6 The Vendor's responsibility for loss or damage to the Products shall cease upon delivery of the Products to the Purchaser or to a carrier for delivery to the Purchaser, whichever is sooner. The Purchaser shall examine the Products on receipt and the Purchaser shall be deemed to have accepted the Products and the quantity thereof unless the Vendor is notified of the particulars of any claim within three (3) business days of receipt.
- 7 In the case of special orders, the Purchaser shall have no right of cancellation of such an order. Any special packaging or handling procedures, either requested by the Purchaser or which are a consequence of the nature of the Products, shall be charged to the purchaser's account.
- 8 Terms of payment shall be thirty (30) days from the date the invoice was raised. The Vendor may at its discretion charge interest on any monies which are overdue at the rate of two percent (2%) per annum over the base Westpac Indicator Lending Rate as published by the bank, from time to time, calculated on a daily basis from the date the payment was due. The purchase price shall be calculated in local currency and does not include any applicable statutory, sales, excise, goods and services, or other taxes which taxes or duties shall be added to the purchase price.
- 9 No title in any of the Products, partial, equitable, or otherwise, shall pass on to the Purchaser or any other person until the full purchase price has been paid to the vendor and pending payments the Purchaser shall:
  - a. hold the Products on trust for the Vendor;
  - b. cause the Products to be kept separate and conspicuously identified as being the Vendor's.
- 10 Any failure to pay the Vendor in accordance with Clause 7 hereof shall:
  - a. give the Vendor the immediate right to back into its possession any of the products for which the Purchaser has not paid
  - b. grant to the Vendor a licence to enter any premises in the name of the Purchaser to exercise any right to possession;
  - c. and otherwise oblige the Purchaser to hold the proceeds of any sale of the products on trust for the Vendor.
- 11 If any provision of these terms is declared void or unenforceable by order of any court or by legislation then that provision shall be invalid as declared, with the remainder of this contract being otherwise fully intact and enforceable.
- 12 In the event of any dispute of difference parties shall first attempt to resolve same between them before proceeding to litigation or arbitration as the case may be. These conditions shall be construed in accordance with the laws of the jurisdiction of the Vendor's place of business.