

ACCOUNT APPLICATION

TERMS NET 30 DAYS



A.B.N. 93 109 483 007

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Please complete this form and either fax

Or e-mail to accounts@dana-ridge.com.au

ACCOUNT NAME: _____

TRADING AS: _____

TELEPHONE: _____ FAX: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

BANKERS: _____ BRANCH: _____

AUTHORISED BY: _____ ABN: _____

NATURE / DESCRIPTION OF BUSINESS: _____

CONTACT DETAILS

PURCHASING

ACCOUNTS

NAME : _____

Email: _____

TELEPHONE: _____

TRADE REFERENCES (3 REQUIRED):

1.COMPANY: _____ PHONE: _____

CONTACT: _____ FAX: _____

2.COMPANY: _____ PHONE: _____

CONTACT: _____ FAX: _____

3.COMPANY: _____ PHONE: _____

CONTACT: _____ FAX: _____

AMOUNT OF CREDIT REQUIRED \$ _____ PER MONTH

I / WE hereby agree to the Terms & Conditions of Sale which I / WE have sighted.

I/We consent to the Company (as named in Terms and Conditions of Sale):
(a) making such enquiries as the Company deems necessary including but not limited to obtaining reports from persons nominated as trade credit referees, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("the Information Sources");
(b) obtaining from the Information Sources such information as is required by the Company;
(c) disclosing the content of any report from an Information Source in whole or in part to any credit reporting agency for the purpose of allowing that credit reporting agency to create or add to any credit information file or database in relation to me/us.
I/We acknowledge having received a copy of the Company's Terms and Conditions of Sale and agree that they will govern the supply of products to me/us to the exclusion of all other terms and conditions. I/We further acknowledge that the Company's Terms and Conditions of Sale may be amended at any time by written notice to me/us.
I/We understand goods sold to us must be paid for within thirty (30) days from the date in which we are invoiced.

Privacy Act
The Company is committed to protecting the privacy of the personal information that you provide to us and we only collect personal information from you which is necessary to enable us to assess and process your application for a Credit Account and/or provide assistance to you. If you do not provide us with this information, we may not be able to assess and process your application. Wherever practicable, we will ask you for the information directly. However, we may need to contact other people and organisations, such as credit reference agencies or referees to collect information about you. We may also disclose your personal information to our relevant staff and to our agents, contractors and third party suppliers engaged by us to deliver our services. We must rely on you to provide information to us that is current and accurate and we will give you the opportunity to access the personal information we hold about you and, where necessary, correct any errors in this information (some restrictions and costs may apply). If you are forwarding information to us on behalf of your organisation (noting the personal information of the/other Directors/Proprietors/Partners) we seek assurance from you that the information you forward to us has been collected with the knowledge and consent of the person(s) whose personal information has been provided.

SIGNATURE OF AUTHORISED PERSON

POSITION HELD BY SIGNATORY (DIRECTOR / PARTNER)

NAME IN BLOCK LETTERS

DATE

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

"Conditions" means these terms and conditions.

"Bank Rate" means:

- (a) ANZ Banking Group Ltd's Lending Rate quoted from time to time; or
- (b) if the rate referred to in paragraph (a) ceases to exist, Commonwealth Bank of Australia's Commercial Overdraft Index Rate quoted from time to time.

A certificate as to the Bank Rate signed by an officer of the relevant bank shall be final and binding on the Company and the Customer.

"Company" means Adae Pty Ltd ACN 109 483 007.

"Customer" means any person seeking to be supplied by the Company.

"Default Rate" means 15% per annum or such lower rate per annum nominated from time to time by the Company.

"Goods" means the products and, if any, services specified in the Company's order form.

"GST" means the same as it means in the GST law.

"GST law" means the same as it means in the *A New Tax System (Goods and Services Tax) Act 1999 (C'th)*.

"Order" means the written order form for Goods provided to the Company by the Customer or recorded by the Company as requested by the Customer.

"Purchase Price" means the price of the Goods supplied by the Company as set out in the invoice issued by the Company's for the supply of such Goods.

2 GOVERNING LAW

- 2.1 Any contract that comes into being will be governed by the laws of Queensland and not capable of assignment by the Customer.

3 PAYMENT

3.1 Payment of Purchase Price

Where no other terms of payment are stated, payment of the Purchase Price, any part of the Purchase Price and any other monies the Customer is required by these Conditions to pay shall be due and payable by the Customer on:

- (a) the date the Goods are delivered to the Customer by the Company if the Company is to effect delivery of the Goods; or
- (b) the date the Company notifies the Customer that the Goods are ready for collection by the Customer if the Company is not to effect delivery of the Goods.

3.2 GST

Unless otherwise stated all prices quoted by the Company are exclusive of GST. The Customer shall pay the GST on the supply of any Goods to the Customer by the Company. The expressions used in this clause have the meanings given to them in the GST law.

3.3 Granting of Credit

- (a) The granting of credit terms for payment of the Purchase Price is at the sole discretion of the Company.
- (b) In the event that the Company agrees to grant credit terms to the Customer for payment of the Purchase Price, the terms of payment shall be as follows:
 - (i) In the case of machines, abrasives, spares and sundry items on an approved credit account, payment shall be made within 30 days of invoicing by the Company.
 - (ii) Where the contract price for a machine(s) exceeds \$10,000.00 20% deposit is to be paid by the customer upon placement of the order, the remaining 80% of the purchase price is to be paid upon delivery, installation or commissioning of the goods as applicable per the contract or, if delivery is not supplied by the Company, upon notification by the Company that the machine(s) is ready for collection. If the purchase is on an approved account, a 30 day credit period following invoicing shall apply.

3.4 Other Expenses

- (a) The Customer shall pay upon demand by the Company all and any import duties, levies or imports and/or any sales, use, excise, gross receipts, value added, property or other taxes or duties of any kind whatsoever assessed upon or relating in any way to the Goods ordered by the Customer irrespective of the person, nation, state or authority requiring payment.
- (b) The Customer shall pay for any delivery costs incurred by the Company for the delivery of Goods to the Customer upon demand by the Company.

3.5 Interest on overdue money

If the Customer is late in paying the Company any money payable by the Customer under these Conditions, the multiplying the amount of the money unpaid from the due date for payment until and including the date the money is paid by

the rate being the greater of: Customer will pay to the Company interest calculated by
(a) the Default Rate; and
(b) the Bank Rate plus 2% per annum.
The interest is payable by the Customer on demand by the Company.

4 COLLECTION, DELIVERY AND STORAGE OF GOODS

4.1 Collection of Goods

Where the Company is not to effect delivery of the Goods to the Customer, the Customer shall collect the Goods within 14 days after the Company notifies the Customer that the Goods are ready for collection.

4.2 Delivery of Goods

Where the Company is to effect delivery of the Goods to the Customer, the Customer shall provide the Company with all necessary forwarding instructions so as to enable the Company to effect delivery of the Goods to the Customer within 14 days after the Company notifies the Customer that the Goods are ready to be delivered to the Customer.

4.3 Storage of Goods

The Company shall be entitled to charge to the Customer a reasonable amount for storage of the Goods if the Goods have not been collected by the Customer as required under clause 4.1 or the Company has been unable to deliver the good because of the Customer's default under clause 4.2.

4.4 Loss or damage to Goods

Where the Company is to effect or arrange delivery of the Goods, it will be responsible for the replacement or repair of goods which are lost or damaged during transit, but it shall not be liable for lateness of or delays during transit, nor shall it be liable to compensate the Customer in respect of such loss or damage to Goods, whether or not caused by fault on the part of the Company, its servants or agents.

4.5 Loss to the Customer

The Company shall not be liable:

- (a) for any consequential loss or damage suffered by the Customer including but without limitation delay, detention, loss or production, loss of profits, loss of or damage to other property and death or injury to persons;
- (b) for any loss or damage which might ordinarily be covered by insurance; and
- (c) for any loss or damage in excess of \$10,000.00 or in the case of Goods having a contract price over \$10,000.00 in excess of the contract price, even if the Customer's loss or damage results from a fundamental breach or repudiation by the Company and even if further performance of the contract is frustrated.

5 RISK

- 5.1 Goods shall be at the risk of the Customer upon the earlier of the following:

- (a) the date the Company delivers the Goods to the Customer;
- (b) the date the Customer, the Customer's agent or the Customer's courier (as the case may be) collects the Goods from the Company; and
- (c) five days after the Company notifies the Customer that the Goods are ready for collection.

6 RETENTION OF TITLE

- 6.1 Title to the Goods shall not pass to the Customer until payment in full is received by the Company from the Customer.

6.2 The Customer shall:

- (a) store Goods which have not been paid for separately;
- (b) keep separate records in relation to the proceeds of the sale of any Goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of the Company; and
- (c) If any Goods are used in a manufacturing process or mixed with other materials, the Customer shall record the value of goods so consumed in relation to each unit of furnished product and upon sale of any unit of furnished product immediately remit that amount from the proceeds of sale to the Company.

- 6.3 If the Customer does not pay for any Goods on the due date as specified in these Conditions the Company is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the Goods are stored at such premises) and use reasonable force to take possession of the Goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.

7. DEFECTS WARRANTY AND LIMITATION OF LIABILITY

- 7.1 The Company's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at the Company's option by replacement, within a period not exceeding twelve (12) calendar months after the Goods have been dispatched provided that:

- (a) defects have arisen solely from faulty materials or workmanship;
- (b) the Goods have not received maltreatment, inattention or interference;
- (c) the Goods have been used in accordance with the terms of any manual for the use of the Goods;
- (d) accessories of any kind used by the Customer are manufactured by or approved by the Company;
- (e) the seals of any kind on the Goods remain unbroken; and
- (f) the defective parts are promptly returned free of cost to the Customer.

- 7.2 If Goods are not manufactured by the Company the guarantee of the manufacturer of the Goods shall be accepted by the Customer and is the only guarantee given to the Customer in respect of the Goods.

- 7.3 The Company shall not be liable for and the Customer releases the Company from any claims in respect of faulty or defective design of an Goods supplied unless such design has been wholly prepared by the Company and the responsibility for any claim has been specifically accepted by the Company in writing and in any event the Company's liability shall be strictly limited to the replacement of defective parts in accordance with clause 7.1.

- 7.4 Except as provided in these Conditions, and to the extent permissible by law, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of the Company's negligence or in any way whatsoever.

- 7.5 The liability (if any) of the Company to repair or replace Goods shall not entitle the Customer to withhold payment of monies that are or may become due to the Company.

8. RETURNS

- 8.1 Returns will be accepted for faulty or defective goods or any other non-excludable obligations of the Company set out in the Trade Practices Act 1974 or similar State of Queensland Legislation.

- 8.2 Returns other than those referred to in 8.1 above, must be approved by the Company. These authorised returns must be freight prepaid and will only be accepted if they are in a saleable condition. The Company reserves the right to charge a handling fee equal to 20% of the price of the goods returned under this provision. Products specifically purchased, manufactured, machined or cut to size or to the Customer's Specification are not returnable unless they are of the kind referred to in 8.1 above.

9 FORCE MAJEURE

The Company shall be entitled, without liability on its part and without prejudice to its other rights, to determine its obligations under these Conditions or any other unfulfilled part thereof, or at its option to effect partial delivery or performance, if performance is prevented, hindered or delayed, whether directly or indirectly by reason of war, civil commotion, government restrictions, lock-outs, strike, mutiny, fire, ice, transport difficulties, accident or stoppage to works, non or restricted availability or late delivery of fuel, power or raw materials, difficulties with or non-performance by any supplier or sub-contractor or manufacturer or any other cause whatsoever beyond the reasonable control of the Company, whether such cause existed or was foreseeable at the date of the contract or not. The Company shall be the sole judge of the existence and extent of any such prevention, hindrance or delay and without prejudice to the foregoing, any cause shall be deemed to prevent, hinder or delay the Company if it is thereby prevented, hindered or delayed from fulfilling other commitments, whether to the Customer or to third parties.

10 SEVERABILITY

If any term or condition of these Conditions or its application to any person or circumstances is or becomes invalid or unenforceable the remaining terms and conditions shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11 COURTS

Any proceedings arising under these Conditions shall be instituted and determined before a court of competent jurisdiction in Brisbane or in such other place in Queensland as the Company may nominate in writing from time to time.