

APPLICATION FOR CREDIT ACCOUNT									
TRADING TERMS: STRICTLY NETT 30 DAYS									
Date of Application									
Trading Name									
ABN									
Postal Address									
Delivery Address									
Telephone						Fax			
Website									
Bank						Branch			
Type of Entity	Company		Sole Trader		Partnership		Trustee Company		
No. of Years in Business			Amount of Credit Required (approx) \$						
Contact Information: Accounts									
Contact Name							Telephone		
Email Address									
Contact Information: Engineering/Maintenance									
Contact Name							Telephone		
Position							Dir:		
Email Address							Mob:		
Sole Trader/Partners/Company Directors									
Name	Address					Telephone			
1.									
2.									
Trade References									
Name	Address					Fax			
1.									
2.									
3.									
Office use only	Attaché Code:			T code: T					
	Quote form template:			Rep email address for order confirmations:					



Pneumatic Products Pty Ltd • ABN 67 002 677 974 • Unit 1, 43 Prince William Drive, Seven Hills NSW 2147 Australia  
 ☒ PO Box 682 Seven Hills NSW 1730 Australia



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# Pneumatic Products

## TERMS AND CONDITIONS OF SALE

The provisions of any Sales Agreement or Distributor Agreement existing between the parties hereto are incorporated herein. The provisions of the invoice shall govern the terms of this sale except to the extent the provisions of any of such Sales or Distributor Agreement alter or add to the terms specified herein, and to that extent, the provisions of the Sales or Distributor Agreement shall control.

1. Our terms: Nett 30 days.
2. Price subject to change without notice. Merchandise invoiced at prices in effect on date of shipment/delivery.
3. All merchandise is sold FOB ex-works. Unless otherwise specified, transportation shall be paid by the Customer.
4. Orders cannot be cancelled or amended except with Pneumatic Products Pty Ltd's consent. Cancellation charges may be applied according to our discretion.
5. Pneumatic Products Pty Ltd shall not be liable for any failure to perform this Agreement when such failure is due to circumstances beyond its control, occurring either at its factory premises or at the source of supply. Circumstances beyond the control of Pneumatic Products Pty Ltd shall be deemed to include but shall not be limited to acts of God, fire, flood, war, government action, accidents, labour trouble and inability to obtain materials, equipment and transportation.
6. No statement or recommendation made or assistance given by any representative and/or distributor of Pneumatic Products Pty Ltd to the Customer or its representative in connection with the use of any product by the Customer shall constitute a waiver by Pneumatic Products Pty Ltd of any of the provisions hereof, or affect Pneumatic Products Pty Ltd's liability as herein defined.
7. Orders by telephone are accepted at the risk of the Customer as shipments made before confirmations are received are made for the benefit of and as a service to the Customer.
8. Confirming orders shall be marked "Confirmation" and such orders not so marked may be treated as an original open order and duplicated. Pneumatic Products Pty Ltd will not be responsible for expenses and inconvenience incurred thereby.

## CANCELLATIONS OR DEFERMENT

9. In the event of the Customer cancelling an order the Customer will pay to Pneumatic Products Pty Ltd the full price of the goods together with the full unamortised costs of materials, dies, tools, patterns and fixtures made or contracted for specifically for the Customer's order. Payment in full will be due on presentation of Pneumatic Products Pty Ltd's invoice. Pneumatic Products Pty Ltd will only agree to defer or delay manufacture or delivery of goods on and subject to conditions stipulated by Pneumatic Products Pty Ltd in writing at the time.



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10. No merchandise shall be returned to Pneumatic Products Pty Ltd without prior authorisation by Pneumatic Products Pty Ltd to the Customer to make such returns. Returned materials are subject to a minimum of 15% handling charge.
11. Except as to claims arising out of a breach of warranties, the provisions for which are contained in and controlled by paragraph 13 hereof, no claim of any nature whatsoever, whether relating to material delivered, or the failure to deliver the same, shall exceed the contract price of the materials concerning which sort of claim is made. Further, in no event shall Pneumatic Products Pty Ltd be liable or responsible for any incidental or consequential damage. The Customer's failure to give written notice of a claim within five (5) days from the date of delivery shall constitute a waiver by the Customer of any and all claims in respect of such materials.
12. The obligation of Pneumatic Products Pty Ltd to deliver the materials shall be deemed fulfilled when it has delivered same in good condition to carrier at delivery point, the carrier acting as agent for the Customer. A clear receipt from the carrier places the responsibility for shortage and/or damage with the carrier.
13. Items sold by Pneumatic Products Pty Ltd are warranted to be free from defects in material and workmanship when used according to manufacturer's recommended usages. Pneumatic Products Pty Ltd's liability is limited to the repair or replacement in kind, at Pneumatic Products Pty Ltd's option, of any items proved defective, provided the allegedly defective items are returned to Pneumatic Products Pty Ltd prepaid: this warranty being expressly in lieu of all other representations, guarantees and warranties, express or implied, and Pneumatic Products Pty Ltd's liability for breach of warranty as herein stated is the exclusive remedy and in no event shall Pneumatic Products Pty Ltd be liable or responsible for incidental or consequential damages.  
  
No item which has been stamped, mutilated or modified will be replaced.
14. This Agreement constitutes the entire contract of sale and purchase between the parties hereto for the merchandise specified herein. It shall not be altered or amended, nor its terms waived, except by an instrument in writing, signed by the party to be bound thereby; in this connection, it is understood that the acceptance or acknowledgement of Purchase Order forms containing provisions different from those of this agreement, shall not affect any modification hereof.
15. The Customer shall be responsible for any damage sustained in the course of movement from Pneumatic Products Pty Ltd's warehouse. It is the Customer's responsibility to arrange insurance from the point of delivery.

## **RETENTION OF TITLE**

16. Until Pneumatic Products Pty Ltd has been paid in full for the goods comprised in this Contract the goods remain the property of Pneumatic Products Pty Ltd although the risk passes to the Customer at the point of delivery in the contract.



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17. If the Customer fails to pay any of the purchase price for any goods by the due date for payment, Pneumatic Products Pty Ltd shall have the immediate right, to retake possession of any or all of the goods and, by its servant and/or agents, enter onto the premises of the Customer. The Customer grants Pneumatic Products Pty Ltd a licence to enter onto the premises of the Customer to facilitate recovery of any of the goods.
18. On sale by the Customer to a third party of any of the goods, the proceeds of such sale shall be held in trust for Pneumatic Products Pty Ltd, shall not be mingled with any monies but shall be paid into a fiduciary account for Pneumatic Products Pty Ltd with the Customer's bankers who shall be advised that the Customer holds the entire proceeds of the sale to the sub-Purchaser as trustee for Pneumatic Products Pty Ltd.

I/We agree to comply with Pneumatic Products Pty Ltd Terms and Conditions as listed on this document.

**Signature:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NOTE:**

Upon receipt your application will be checked and automatically opened unless advised otherwise.

Thank you for applying for an Account with Pneumatic Products Pty Ltd. This will give you access to:

1. 30 day credit facilities.
2. The service of experienced sales staff.
3. The knowledge that you are dealing with a company who cares about their customers.
4. A company which has built its business on service.