Powermac Cables Australia Pty Ltd

Credit Account Application

ABN: 84 618 996 133
168 Musgrave Road, Coopers Plains, Qld, 4108
E: accounts@powermac.net.au
P: 07 3711 2425 / 1800 100 000

PLEASE ENSURE THAT ALL DETAILS ARE FILLED IN CORRECTLY ALL INFORMATION IS REGARDED AS STRICTLY CONFIDENTIAL

Company		**Partnership**		**Sole Trader**		**Trust**		**Other**	
Legal Entity									
As Trustee For									
ABN					**ACN**				
Trading Name									
Date Business Established				**Nature of Business**					
Electrical Contractor Licence Number			**State Issued**						
Postal Address									
	State		**Postcode**						
Accounts Contact	**Name**		**Phone**						
	Email								
Delivery Address									
	State		**Postcode**						
Business Operating Hours			**Forklift Onsite?**		**YES**		**NO**		
Purchasing Contact	**Name**		**Phone**						
	Email								
Bank Details	**Bank Name**								
	BSB								
	Account Number								

Credit Limit Requested	

Details of Owner/s Director/s Partner/s Member/s or Shareholder/s:

Full Name				
Residential Address				
	State		**Postcode**	
Drivers Licence			**State Issued**	
Number DOB Email			**Mobile**	

Full Name				
Residential Address				
	State		**Postcode**	
Drivers Licence Number			**State Issued**	
DOB			**Mobile**	
Email				

GENERAL TERMS AND CONDITIONS

Definitions

1. In these terms and conditions:
   - *i.* "**Company**" means Powermac Cables Australia Pty Ltd (ACN 618 996 133)
   - *ii.* "**Customer**" means any person or corporation who requests Goods and or Services from the Company and if related, the Applicant in the Application for Credit Account and if the Customer is greater than one person, each of them jointly and severally.
   - *iii.* "**Goods**" means any good/s and or product/s supplied by the Company to the Customer.
   - *iv.* "**Proceeds**" is meaning given in the PPS Act.
   - *v.* "**PPS Act**" means the *Personal Property Securities Act 2009 (Cth)*
   - *vi.* "**Quotation**" means any quotation issued by the Company containing an offer of Goods and or Services to the Customer.
   - *vii.* "**Security Interest**" means a security interest under the PPS Act and/or any other internal arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives creditor priority over unsecured creditor in relation to any property.
   - *viii.* "**Services**" means any and all services supplied by the Company to the Customer

Interpretation

2. These terms and conditions apply to all Goods and/or Services offered by the Company. Any reference/s to "we", "us" and "our" means the Company. Any reference/s to "you" and "your" means the Customer.

Acceptance of the Terms and Conditions

3. A Quotation issued by the Company to the Customer is an offer from the Company to the Customer to enter into a contract for the provision of the Goods and or Services. The Customer may accept this offer:
   - *i.* Expressly, either orally or (preferably) in wright; or
   - *ii.* By the Customers conduct in giving the Company further instructions in relation to this matter without first notifying the Company in writing that the Customer does not accept these Terms and Conditions.
4. A Quotation is valid for seven (7) days from date of issue and the Company has the right to amend this Quotation at any time before acceptance of the Quotation by the Customer.
5. The Company may terminate this agreement, provided 30 days written notice is provided to the Customer. Such termination will not jeopardise the Company's rights including the right to be paid or to recover the Goods.
6. If the Customer submits any other terms and conditions to the Company, whether with an order for Goods and or Services, they are not agreed by the Company.

Price & Payment

7. Payment for Goods and or Services is due 30 days from the end of month of the invoice date.
8. No payment shall be deemed to have been received until the Company has received cleared funds.
9. The Customer is liable for all costs of freight, insurance and any other associated charges involved in the delivery of the Goods to the address specified by the Customer.
10. The Company reserves the right to charge the Customer any additional amount for packing, cutting or any other variations to the Goods.
11. Sales Tax is not included in prices.
12. Prices may vary in accordance with price adjustments for copper prices ruling on the date of dispatch.

Quotation

13. The Customer acknowledges that:
    - *i.* The Quotation must be in writing.
    - *ii.* The Company may amend any quotation issued to the Customer, subject to no order being placed by the Customer. Should the Company amend any quotation, it must notify the Customer.
    - *iii.* Indemnify and keep indemnified any charges the Company incurs for holding any goods identified or referred to in any quotation, pending placement of an order.

Payment Default

14. Without prejudice to any other remedies available to the Company, if the Customer fails to pay any sum payable to the Company by the due date, the Company shall be entitled:
    - *i.* To charge interest at the rate of 2 % per month on all such unpaid sums, calculate from the last date upon which the payment should have been made by the Customer and accruing up to and including the final date of such payment. The Company is entitled to recover all costs, charges, expenses, fees, disbursements (including all reasonable legal and collection costs on a full indemnity basis)
    - *ii.* To withhold further performance of any obligations under any agreement between the Company and the Customer, until all such unpaid sums, together with the interest, have been paid in full.
15. All amounts payable to the Company shall be due and payable immediately upon termination of this agreement, despite any other provision.

Title of Goods

16. All Goods supplied by the Company shall be at the Customer's risk from the time of on loading at the Company's premises.
17. The legal and equitable title of the Goods will not pass from the Company to the Customer until the Customer has paid all moneys owed to the Company on any account whatsoever.
18. The Company reserves the right to enter upon any premises for the purposes of repossessing the Goods. The right to repossess is without prejudice to any other rights of recovery otherwise available.
19. Until all Goods are paid for in full, the relationship of the Customer to the Company shall be as a fiduciary in respect to the Goods and accordingly, the Customer shall store the Goods in such a way that they can be recognised as the property of the Company and, if the Goods are sold by the Customer, the Company shall have the right to trace to proceeds thereof.

Security Interests in Goods

20. The Customer acknowledges that:

i. The supply of the Goods under this agreement gives rise to a Security Interest in the Goods in favour of the Company being a Purchase Money Security Interest

ii. The Company's rights and interest in Proceeds derived from the Goods constitute a Purchase Money Security Interest in such Proceeds.

iii. Title in the Goods does not pass to the Customer until the purchase price for the Goods is taken to be fully and finally paid.

iv. If, notwithstanding paragraph (20.iii), the Customer sells or otherwise disposes of the Goods before the purchase price for the Goods has been fully and finally paid, it does so as the Company's fiduciary agent and the proceeds of such sale or other disposal are also property of the Company and are held by the Customer on trust for the Company.

21. The Company may, at the Customer's expense, register any Security Interest granted under this agreement on the Register in any manner it chooses. The Customer must provide the Company with any information it requires for the purposes of effecting such registration.

22. Upon notice by the Company, the Customer agrees to take such steps as the Company reasonably requires to perfect and otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement.

23. The Customer must:

i. Comply with the requirements of any notice under clause 18.4 within the time stated in any notification.

ii. Promptly notify the Company of any change to information provided by the Customer

iii. Procure the removal from the Register of any registration which affects the priority of the Company's Security Interest in the Goods; and

iv. Not create or allow to exist a registration on the Register in relation to any Security Interest (other than a Security Interest in the Company's favour) in the Good.

24. The Customer must on demand pay, and if paid by the Company reimburse to the Company, the Company's costs and expenses relating to anything the Customer must do or the Company may do pursuant to clause 22.

25. The Company is not required to give any notice under the PPS Act to the Customer or any other person and the Company waives the right to receive any such notice (including a notice of verification statement) unless the notice is required by the PPS Act and that obligation cannot be excluded.

Delivery and Risk

26. The delivery times advised to the Customer are estimates only.

27. The customer allows any deviation from the ordinary manner in which the Goods and/or Services are provided or delivered which may, in the Company's absolute discretion be deemed reasonable or necessary in the circumstances.

28. The Company is not liable for any loss, damage or delay occasioned to the Customer or its Customers arising from late or non-delivery or late installation of the Goods.

29. In the event of any delay in the Company's performance due to any event of force majeure, act of God, or any cause beyond the Company's control, the Company shall not be liable for any direct or indirect damage or loss due to such delay.

30. All conditions, warranties, and terms as to the time or date for the delivery of Goods or the performance of Services by the Company, whether implied by statue or by common law or otherwise, are hereby excluded.

31. If for any reason the Customer will not accept delivery of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses, or authorisations:

i. The risk in the Goods will pass to the Customer.

ii. The Goods will be deemed to have been delivered; and

iii. The Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage, and insurance)

iv. In the event that the Customer is unable to either collect or take delivery of the Goods on the date notified by the Company, the Company reserves the right to charge a reasonable fee.

32. The Company is not required to deliver the Goods including any variations to the Goods requested by the Customer until the Customer has paid for them. Payment shall be due before or on the due dates.

33. The Customer cannot claim for loss or damage in transit or for shortage in quality unless notice is given to the Company in writing within seven (7) days from the date of delivery.

Liability and Indemnity

34. If the Customer is defined as a "consumer" for the purposes of Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and the Goods provided by the Company are not acquired for personal, domestic, or household purposes, the Company's liability for breach of warranty, condition, or guarantee (whether express or implied) is limited to one of the following, which is to be determined by the Company:

i. The replacement of the Goods or the provision of corresponding Goods; or in respect of Services, resupply the Services or alternatively, the Customer pay the costs of having the Services supplied again.

ii. The payment of the cost or replacement of the Goods or of acquiring corresponding Goods.

35. To the maximum extent permitted by law:

i. No statement or recommendation made, or advice, supervision or assistance given by the Company, its agents, or representatives whether oral or written, must be construed as or constitutes a warranty or representation by the Company.

ii. All conditions and warranties that can be lawfully excluded in relation to the supply of the Goods or Services by the Company are excluded.

iii. The Company is not liable for corrosion due to any cause or for any damage to painted or anodized surfaces.

36. In no event will the Company be liable to the Customer under or in connection with any agreement or any indirect or consequential loss, loss of revenue or profit, loss of good will however utilised (whether by negligence or otherwise).

37. Despite any other provision of these terms and conditions, to the extent permitted by law the Company has no liability to the Customer nor will the Customer be entitled to make any claim against the Company for loss and damage incurred or sustained by the Customer arising out of or in connection with any defect, including the cost of rectification of defects, searching for the cause of any defect, dismantling, removal, transport, repair, reinstallation, retesting and similar costs (whether arising under these terms and conditions, any contract, in tort, at law, in equity or otherwise).

Return of Goods

38. The Goods may only be returned with the written agreement of the Company. The Company has the sole and absolute discretion to accept the return of the Goods.

39. The Goods are to be returned by a carrier specified only by the Company.

40. In the event the Company accepts the Goods to be returned, the Company is entitled to charge the Customer a service fee of 20% calculated on the value of the Goods.

GST

41. GST is payable on certain supplies of Goods and or Services.

42. If prices of the Goods and or Services do not expressly state that the prices include GST, then the Customer will be liable to pay the Company the Goods and or Services plus the GST amount.

Variations

43. Alterations or variations to this Agreement or any other specifications or documents shall not be accepted without the written consent of the Company.

Termination

44. The Company may suspend performance or cancel the Terms and Conditions without any liability if the Customer breaches its terms or if the Customer's business fails. The Customer's business will be treated for the purpose as having failed if:

i. The Customer makes any voluntary arrangement with its creditors.
ii. (Being an individual or firm) the Customer becomes bankrupt.
iii. (Being an individual or firm) the Customer becomes subject to an administration order.
iv. Any third party takes possession of or enforces rights over any of the Customer's property or assets under any form of security.
v. The Customer stops or threatens to stop carrying on business; or
vi. The Company reasonable believes that any of the events mentioned above is about to occur and the Company notifies the Customer accordingly.

45. Any right of cancellation or suspension under this section is in addition to any rights available to the Company under the law of any relevant jurisdiction.

I/We hereby certify that the information contained herein is true and correct in each and every respect and may be relied upon and undertaken to notify the supplier in writing of any changes of details above.

I/We acknowledge that credit facilities granted by the supplier to us shall be at the sole discretion of the supplier as to the nature, duration, and extent.

I/We hereby acknowledge and accept POWERMAC CABLES AUSTRALIA PTY LTD trading terms of Net 30 Days from End of Month of Invoice Date. That any Credit given is NON-RE-ASSIGNABLE or TRANSFERABLE and all accounts become due and fully payable, if or when companies' directors change or the structure of the relevant entity changes. Title of goods supplied shall remain vested in POWERMAC CABLES AUSTRALIA PTY LTD until payment is made in full. Failure to make such payment may result in POWERMAC CABLES AUSTRALIA PTY LTD taking possession of the said goods.

I/We hereby accept and undertake to be bound to the terms and conditions of the supplier.

I/We being the Applicant or where the Applicant is a corporation, the directors, as detailed in this application, authorise POWERMAC CABLES AUSTRALIA PTY LTD to make any enquiries (including obtaining a credit report) concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to POWERMAC CABLES AUSTRALIA PTY LTD for the purpose of assessing this application for credit and/or my/our acceptability as a guarantor and authorise POWERMAC CABLES AUSTRALIA PTY LTD to exchange or disclose information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended.

I/We further authorise POWERMAC CABLES AUSTRALIA PTY LTD to make any additional periodic checks that it sees fit to continue assessment.

Company applicants: at least one signatory below must be a **director** — enter "Director" as the position and complete the name and signature.

Name		**Name**	
Position	**Director**	**Position**	
Date		**Date**	
Signature		**Signature**	