

Account Application



Application No:

Customer Details

Name:
Trading Name: ABN:
Sales tax exemption number (if applicable):
Contact:
Address: P/Code:
Telephone: Facsimile:

Guarantor Details

(Not required for listed public companies or government/semi-government bodies)

(Mr/Mrs/Miss/Ms): First Name: Surname:
Address: P/Code:
Period of time at address
Home Phone: Date of Birth:

(Mr/Mrs/Miss/Ms): First Name: Surname:
Address: P/Code:
Period of time at address
Home Phone: Date of Birth:

Bank Details

Bank Branch BSB/A/C Number

Accountant Details

Accountant: Contact: Phone:

Trade References

Name: Phone: Fax:
Address: P/Code:

Name: Phone: Fax:
Address: P/Code:

Name: Phone: Fax:
Address: P/Code:

Credit Limit (N.B. will be \$500.00 if no amount entered)

Customer's Signature

By signing this Account Application, you acknowledge that the information you have supplied is true and complete. You have read and understood this Account Application. You warrant that the credit provided to you under this Contract is not provided wholly or predominantly for personal, domestic or household purposes as stated in the Consumer Credit Code.

Full Name Title Signature Witness

Full Name Title Signature Witness

FOR OFFICE USE ONLY

Application completed by: Signed: Dated:

Privacy Consent Form



To: **Controlworks Pty Limited ABN 14 106 098 051, ("Controlworks")**
Controlworks (QLD) Pty Limited ACN 39 283 019 503, ("Controlworks")
Controlworks (VIC) Pty Limited ACN 148 942 634, ("Controlworks")

By: _____ (Customer) and _____ (Guarantor)

(jointly and severally "You")

Purpose of Collection and Use

Certain personal information is required to enable Controlworks to:

- assess your application for credit and/or credit worthiness and/or to become a guarantor;
- administer any credit facility which is subsequently provided by Controlworks including managing any account in connection with the credit facility, administering insurance claims, recovering any money owed to Controlworks, maintaining the value and protecting any assets provided as security for any obligations under the credit facility and for use in connection with the outsourcing of any of the Controlworks functions;
- assist you to avoid defaulting on your credit obligations;
- notifying other credit providers of any default by you; and
- identifying and sending you any information about Controlworks' other related products and services that may be of interest to you.

If you do not provide Controlworks with the personal information requested then Controlworks will be unable to assess your application for credit or to become a guarantor.

The following tells you what information might be required and how the information might be used. **PLEASE READ CAREFULLY.**

Disclosure of Personal Information

You consent to Controlworks using your personal information for the purposes outlined in this Contract and you consent to Controlworks disclosing this information to any purchaser of Controlworks' business in the future.

Acknowledgement and consent that credit information may be given to a credit reporting agency.

You understand that the Privacy Act (Cth) allows Controlworks to give a credit reporting agency certain personal information about you which you authorise Controlworks to do. The information which may be given to an agency is covered by of the Privacy Act (Cth) and includes:

- your identification (including your name, sex, address and date of birth);
- the fact that you have applied for credit and the amount;
- the fact that Controlworks is a credit provider to you;
- payments which become overdue more than 60 days and for which collection action has commenced;
- advice that payments are no longer overdue;
- cheques drawn by you which have been dishonoured more than once;
- in specified circumstances, that in the opinion of Controlworks you have committed a serious credit infringement;
- that the credit provided to you by Controlworks has been discharged.

Authority for Controlworks to obtain certain credit information

You authorise Controlworks to obtain from:

- a credit reporting agency a credit report containing personal or commercial credit information for the purpose of assessing your application for credit;
- a business which provides information about the commercial credit worthiness of persons, a report about your commercial activities or credit worthiness for the purpose of assessing your application for credit.

Authority to exchange information with other credit providers

You authorise Controlworks to give to and obtain from other credit providers information about your credit arrangements. You understand this information can include any information about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

Authority to disclose certain information to joint applicants

If your credit application or application to become a guarantor is declined due to adverse information on your personal credit file, you authorise Controlworks to notify each applicant for the credit that the application has been declined wholly or partly on information derived from a personal credit report relating to you.

Credit providers credit reference

You authorise Controlworks to give and receive a credit provider's credit reference for purposes connected with your business, trade or profession.

Authority to provide information to guarantors

You authorise Controlworks to provide to the Guarantor/s any information relating to you credit worthiness, credit standing, credit history or credit capacity for the purpose of considering whether to act as a Guarantor of the proposed facility or in the event that the application is approved whether to continue to act as Guarantor.

Guarantor: Authority to obtain information

You authorise Controlworks to obtain from a credit reporting agency a credit report containing personal credit information about you to assess whether to accept you as a guarantor for the credit applied for by the Customer.

Other acknowledgments and consents

- You confirm, where you first applied for credit verbally, that the above consents were given by you at the time.
- You consent to Controlworks exchanging information concerning all financial affairs with any person acting on your behalf including your agent, accountant, solicitor or broker.
- You acknowledge that Controlworks may exchange information with government authorities as required or authorised by the law including the Australian Taxation Office.
- You agree that Controlworks may use your personal information for marketing purposes to tell you about other related services and products which could suit your needs. If you do not want this to happen, please tell Controlworks in writing.
- You acknowledge that the above authorities and consents will continue until the credit facility provided is repaid in full and the credit facility terminated.

You acknowledge that you have read and understood the authorisations and consents which you have given in this document

Full Name of Director/Partner/Proprietor	Signed: _____	Dated: _____
Full Name of Director/Partner/Proprietor	Signed: _____	Dated: _____
Full Name of Director/Partner/Proprietor	Signed: _____	Dated: _____
Full Name of Director/Partner/Proprietor	Signed: _____	Dated: _____

Guarantee & Indemnity



Our Reference:

Application No:

1. In consideration of Controlworks selling and/or supplying the goods and/or services to the Customer the Guarantor unconditionally and irrevocably guarantees to Controlworks the payment by the Customer to Controlworks of all money at any time actually or contingently owing to Controlworks by the Customer ("Guaranteed Money").
2. If the Customer defaults in payment of the Guaranteed Money, the Guarantor must pay that money on demand to Controlworks.
3. The Guarantor's obligations under this guarantee and indemnity are principal obligations.
4. This is a continuing guarantee. The Guarantor's liability is absolute and unconditional and is not affected by anything which, but for this provision, might operate to relieve the Guarantor of its obligations, including, without limitation:
 - (a) any arrangement which increases the Guaranteed Money, grants any extension of time, waiver or release, or varies any terms or conditions made or given between any of Controlworks, the Customer, the Guarantor and/or anyone else;
 - (b) the bankruptcy, winding up, liquidation or becoming insolvent under administration of, or appointment of an administrator to, the Guarantor, the Customer or any other person;
 - (c) any other person fails to become bound or ceases to be bound as surety in respect of the Guaranteed Money;
 - (d) failure by Controlworks to give notice, or any other omission, delay or mistake by Controlworks.
5. Until the Guaranteed Money is paid in full, the Guarantor may not exercise any right of subrogation to Controlworks or exercise any rights as surety in competition with Controlworks. Until that time, if the Customer is wound up, Controlworks may prove for all money which the Guarantor has paid under this guarantee and indemnity and need not apply, in discharge of the Guaranteed Money, any money which Controlworks receives.
6. The Guarantor unconditionally and irrevocably indemnifies Controlworks on demand against any loss which Controlworks suffers because any part of the Guaranteed Money is not recoverable from the Customer or from the Guarantor and enforcement costs and stamp duty.
7. The Guarantor enters this guarantee and indemnity in its personal capacity and not as trustee of any trust or settlement.
8. The Guarantor represents to Controlworks that the guarantee is given for the Guarantor's benefit.

By executing this Guarantee & Indemnity the Guarantor acknowledges that the Guarantor has received, read and understood the Terms and Conditions.

Guarantor 1:

Signature of Guarantor: Name of Guarantor:

Address of Guarantor:

Signature of Witness: Name of Witness: Date:

Guarantor 2:

Signature of Guarantor: Name of Guarantor:

Address of Guarantor:

Signature of Witness: Name of Witness: Date:

(Jointly and severally 'Guarantor')

1. INTERPRETATION

In these conditions:

- 1.1 "Contract" means these terms and conditions, the quotation, the privacy consent form and (if any) the purchase order, the account application and the guarantee and indemnity.
- 1.2 "Customer" means the purchaser of the Goods.
- 1.3 "Goods" means the products and (if any) services specified overleaf.
- 1.4 The consideration for this Contract is specified in the quotation.

2. GENERAL

2.1 These conditions (which can only be waived in writing signed by Controlworks) supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods to the Customer and prevail over conditions in the Customer's order to the extent of any inconsistency.

3. TERMS OF SALE

3.1 The Goods sold or supplied by Controlworks are sold or supplied on these terms and conditions.

4. QUOTATIONS

- 4.1 Acceptance of any quotation must be in writing and no contract for sale or supply of the Goods arises until the Customer's order accepting the quotation is acknowledged by Controlworks.
- 4.2 Unless previously withdrawn, Controlworks' quotations are open for acceptance within the period stated in them or, when no period is stated, within 60 days after its date.
- 4.3 Any quotation may be withdrawn or altered by Controlworks at any time before the acknowledgement by Controlworks of receipt of the Customer's order accepting the quotation.

5. PACKING AND TRANSPORT

- 5.1 The cost of any special packing and packing materials used in relation to the Goods are at the Customer's expense even where such cost is omitted from any quotation.
- 5.2 Transport costs are additional to the price quoted in any quotation.

6. SHORTAGE

6.1 The Customer waives any claim for shortage of any Goods delivered if a claim in respect of short delivery is not lodged with Controlworks within 7 days from the date of receipt of Goods by the Customer.

7. DRAWINGS, ETC.

- 7.1 All specifications, drawings and particulars of weights and dimensions submitted to the Customer are approximate only and any deviation from any of these does not vitiate any Contract or form grounds for any claim against Controlworks. Goods to the manufacturer's latest specification may be supplied by Controlworks.
- 7.2 The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the Contract or the description applied to the Goods.
- 7.3 Where specifications, drawings or other particulars are supplied by the Customer, Controlworks' price is made on estimates of quantities required. If there are adjustments in quantities above or below the quantities estimated by Controlworks, any increase or decrease is to be adjusted on a unit rate basis according to unit prices set out in the Contract.

8. PERFORMANCE

8.1 Performance figures given by Controlworks are estimates only. Controlworks is not liable for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing. Any written guarantees are subject to the recognised tolerances applicable to such figures.

9. DELIVERY

- 9.1 Delivery times made known to the Customer are estimates only and Controlworks is not liable for late delivery or non-delivery.
- 9.2 Controlworks 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.
- 9.3 Controlworks may deliver the Goods to the Customer in any number of instalments.
- 9.4 If any instalment is defective:
 - a. it does not repudiate the Contract; and
 - b. the defective instalment is a severable breach that gives rise only to a claim for compensation.

10. LOSS OR DAMAGE IN TRANSIT

10.1 Controlworks is not responsible to the Customer or any person claiming through the Customer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not Controlworks is legally responsible for the person who caused or contributed to that loss or damage).

11. GUARANTEE

11.1 The guarantee of the manufacturer of the Goods is accepted by the Customer and is the only guarantee given to the Customer in respect of the Goods. Controlworks assigns to the Customer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to Controlworks to the extent that the benefit of any warranty or entitlement is assignable.

11.2 Controlworks is not liable for and the Customer releases Controlworks from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by Controlworks and the responsibility for any claim has been specifically accepted by Controlworks in writing. Controlworks' liability under this clause is limited to the replacement or repair of defective parts or resupply within 12 months after the Goods have been supplied.

11.3 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for purpose of the Goods or as to design, assembly installation, materials or workmanship or otherwise are excluded. Controlworks is not 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 Controlworks' negligence or in any way.

11.4 Controlworks' liability for breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s69) is limited to:

- a. in the case of Goods, any one or more of the following:
 - i. replacement of the Goods or supply of equivalent Goods;
 - ii. repair of the Goods;
 - iii. payment to replace the Goods or acquire equivalent Goods;
 - iv. payment to repair the Goods; or
- b. in the case of services:
 - i. resupplying the services; or
 - ii. payment to supply the services again.

11.5 Controlworks' liability under s74H of the Trade Practices Act 1974 is limited to paying the Customer an amount equal to the cost of:

- a. replacing the Goods;
 - b. obtaining equivalent Goods; or
 - c. repairing the Goods,
- whichever is the lowest amount.

11.6 Controlworks does not make any representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling the Goods other than the representations or warranties expressed in this Contract.

11.7 Nothing excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

12. PRICES & PAYMENT

12.1 In this Contract all prices quoted are net, exclusive of Goods and Services Tax (GST).

12.2 The Customer must pay the price of the Goods to Controlworks within 30 days of the date of the invoice.

12.3 The Customer must pay an amount equal to the GST payable by Controlworks in relation to the supply of the Goods, at the same time as the payment in clause 12.2.

12.4 Prices can be adjusted by Controlworks to take into account the imposition of any new taxes, duties or levies between the date of quotation or order and the delivery of the Goods. If Controlworks makes any alterations to the price of the Goods pursuant to this clause, any increase is payable by the Customer.

12.5 If Controlworks is supplying Goods by instalments and the Customer fails to make any payment for the Goods on time Controlworks:

- a. may refuse to supply any further Goods until payment is received in full; and
- b. is entitled to treat the failure to pay as a repudiation of the Contract and can elect to either terminate or affirm this Contract, and in each case, claim compensation for loss and damage suffered by Controlworks.

12.6 If the Customer has not paid for the Goods by the due date specified in clause 13.1, without prejudice to any other right or remedy, Controlworks reserves the right to charge interest on any unpaid amounts from the date the amounts are due until the date the amounts are paid.

12.7 Interest on unpaid amounts accrues each day at a rate equal to the sum of the bank bill swap reference rate for 90 day bank bills published in the Australian Financial Review on, or as near as possible to, the due date and 2% per annum, and is capitalised (if not paid) every 7 days.

13. RIGHTS IN RELATION TO GOODS

13.1 Controlworks reserves the following rights until all accounts owed by the Customer to Controlworks are fully paid:

- a. ownership of the Goods;
- b. to enter the Customer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
- c. to keep or resell any repossessed Goods.

If Goods are resold, or products manufactured using the Goods are sold, by the Customer, the Customer must hold that part of the proceeds of sale as is equal to the invoice price of the Goods in a separate identifiable account as the beneficial property of Controlworks and pay such amount to Controlworks upon request. Controlworks is entitled to maintain an action against the Customer for the purchase price. The risk of the Goods passes to the Customer upon delivery.

14. CUSTOMER'S PROPERTY

Any property of the Customer under Controlworks' possession, custody or control is at the Customer's risk as regards loss or damage caused to the property or by it.

15. STORAGE

Controlworks may charge for storage if delivery instructions are not provided by the Customer within fourteen days of a request by Controlworks for such instructions. Controlworks may charge for storage from the first day after Controlworks requests the Customer to provide delivery instructions.

16. RETURNED GOODS

16.1 Controlworks need not accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each case.

16.2 If Controlworks accepts returned Goods from the Customer under clause 16.1, the Customer must return the Goods in their original packaging with the original quotation and the delivery docket or the invoice to Controlworks' place of business referred to in the quotation.

17. GOODS SOLD

Goods supplied by Controlworks are as described on the purchase order agreed by Controlworks and the Customer and this description prevails over all other descriptions including any specification or enquiry of the Customer.

18. CANCELLATION

No order may be cancelled except with consent in writing by Controlworks and on terms which indemnify Controlworks against all losses.

19. INDEMNITY

The Customer indemnifies on a continuing, full indemnity basis Controlworks from and against any liability, loss, expense and demand for or arising from any false, misleading, misdescriptive representation or statement made by the Customer in respect of the Goods to any person. This indemnity survives termination of this Contract.

20. PLACE OF CONTRACT

20.1 The laws of New South Wales apply to this contract.

20.2 The parties must submit all disputes arising between them to the Courts of New South Wales and any court competent to hear appeals from those Courts of first instance.

By signing these Terms and Conditions, you confirm that you have read and understood the Terms and Conditions and that you agree to be bound by them.

Full Name: _____ Title: _____ Signature: _____ Witness: _____

Full Name: _____ Title: _____ Signature: _____ Witness: _____

Full Name: _____ Title: _____ Signature: _____ Witness: _____

Controlworks (NSW)

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