

EN-MET Pty. Ltd. Trading as enerstat

MEMBER



37 Benwerrin Drive, Burwood East, Victoria 3151
P.O. Box 120 Mount Waverley, Victoria 3149
Phone (03) 9803-5744 Fax (03) 9803-7585
Web Site: www.enerstat.com.au
ABN: 42 366 893 855 ACN: 006 223 990

CREDIT APPLICATION

The Manager:..... Date:.....

Full Name Of Company/ Business:.....

Street Address (not PO BOX):..... Post code:.....

Mailing Address for Notices:..... Post code:.....

Phone:..... Fax:..... Your ABN:.....

Is Business a Public?..... Private?..... Partnership?..... Owner/Manager?..... Other?..... Company?.....

Principal Nature of Business:.....

Registered Address:.....

Year registered:.....

Names and Private addresses of Directors, Partners or Owners:

Name(s):	Address(es):	Phone numbers:
.....
.....
.....

If You are a subsidiary - State name and address of Parent Company...

.....

How much do You estimate Your monthly Purchases will amount to?: \$.....

Who in your company is authorised to sign:

Field Orders (print name(s)):.....

In House Orders (print name(s)):.....

Are Field Orders required to be confirmed by: Fax (Y/N)?..... Email (Y/N)?.....

Who are your Bankers?

Name:..... Branch:..... Phone:.....

Names and addresses of three Trading References with whom you do regular account business

Company Name:	Address:	Phone number:
.....
.....
.....

I/We Certify that the information submitted above is true and that I/we are authorised by my/our company to sign this application for Credit and to accept your Credit terms. I/We are also authorised to grant you permission to refer this application to our bankers and the trading references noted above. It is further noted that your terms are strictly 30 days from date of invoice. On making this application I/we acknowledge the principle that interest is charged by arrangement on overdue accounts.

Authorised Signature..... Name in Block letters:.....

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Please complete the following guarantee to: En-Met Pty Ltd

CREDIT APPLICATION - **STATEMENT OF GUARANTEE**

In consideration of En-Met Pty Ltd agreeing to supply and/or continuing to supply, I/we:

:(Proprietor Name(s))

:(Proprietor Address)

agree to be responsible for the price of all the goods which have been supplied and/or may be supplied to the principal debtor provided that my/our liabilities hereunder shall not exceed the sum of \$.....

This guarantee is limited to the dollar amount stated above.

This Guarantee is to be a continuing Guarantee and my/our liabilities hereunder shall not be affected by you giving time or any other indulgence to the Principal Debtor.

I/We reserve the right for myself/ourselves by notice to revoke this Guarantee at any time as to further dealing with you after the date of the receipt of you of that notice, such notice to be forwarded by Security Post.

The proper Law of this Guarantee shall be the Law of the State of VICTORIA.

Dated (Day):.....(Month):.....(Year): 20.....

Signed, Sealed and delivered by (Proprietor Name in Block Letters):.....

(Proprietor Signature):.....

In the presence of (Witness Name in Block Letters):.....

(Witness Signature):.....

EN-MET PTY LTD Trading as "enerstat"

(Incorporated in Victoria)

A.B.N. 42 366 893 855 A.C.N. 006 223 990

TERMS AND CONDITIONS OF SALE

In these terms and conditions "the Customer" means the individual or organisation placing an order for goods or services with En-Met Pty Ltd.

1. PRICES:

Our price list is subject to alteration without notice, and may change if exchange rates fluctuate. These terms continue to apply regardless of any discounts which may have been agreed to.

2. GOODS AND SERVICES TAX:

All prices printed are subject to the relevant Goods and Services Tax (GST).

3. ORDERING:

Placing of an order with En-Met Pty Ltd will indicate automatic acceptance of these terms and conditions. Orders placed with value of less than \$50.00 will incur a \$5.00 accounting fee.

4. PAYMENT TERMS:

You must pay for goods supplied within 7 days of invoice unless otherwise arranged with En-Met Pty Ltd.

Payment will become due immediately if you commit any act of bankruptcy (see the Bankruptcy Act) or you go into external administration (see the Corruptions Law). You must pay us costs (including debt collector's commission) we incur to recover (or attempt to repossess) any goods.

5. OVERDUE ACCOUNTS:

En-Met Pty Ltd may charge the Customer bona fide reasonable costs, including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue. These costs are to be in addition to any award of costs by a Victorian court of competent jurisdiction.

6. EXPORT SALES:

Export sales are payable in advance before shipment. Customer may elect to pay account directly by bank transfer to our bank: Commonwealth Banking Corporation, East Burwood Branch, account number 063 894 1010 5655 and fax us a copy of the pay-in slip. Alternatively the Customer may elect to pay by MasterCard, Visa or Bankcard.

7. CASH SALES:

Cash sales are strictly cash, cleared cheque, MasterCard, Visa or Bankcard on delivery as payment in full when goods are picked up from our store.

8. GOODS ON CONSIGNMENT:

Unless the goods listed on a Consignment invoice are returned to En-Met Pty Ltd within seven (&) days for the date of the invoice, the full amount shown on the invoice becomes payable to En-Met Pty Ltd. Should the items on consignment be returned physically damaged, En-Met Pty Ltd reserves the right to claim payment from the consignee for En-Met Pty Ltd to rectify the damage.

Until such time as the goods on the consignment invoice are returned to En-Met Pty Ltd or fully paid for, the aforesaid goods remain the undisputed property of En-Met Pty Ltd. Please note that a credit adjustment note will be issued on return of the goods in question when warranty has been determined by En-Met Pty Ltd.

Please also note that proof of purchase, including serial numbers, of the faulty goods is to be provided by the Customer when making a claim.

9. ROMALPA CLAUSE:

Property in goods supplied will not pass to you until they, and all other goods supplied by us to you, have been paid for in full. If payment is not received once it is due, we may enter any premises where the goods are, or are reasonably thought to be, and repossess them.

10. CREDITS:

Standard thermostat product will be accepted back for credit within 7 days in original condition. Goods received by us in good working order for credit between 7 to 60 days will attract a 20% re-stocking fee. No goods over 60 days from the date of the original invoice will be credited. All goods received for credit must be accompanied with the original invoice. Any unit which is not an En-Met Pty Ltd stocked item will not be credited back without the original manufacturers' approval.

11. RETURNS

Goods ordered and shipped may only be returned after a Return Materials Authorisation Number (RMA) has been issued by En-Met Pty Ltd; any credit due or repair/replacement under warranty shall be determined after inspection by En-Met Pty Ltd.

A restocking fee equal to twenty (20) percent of the sale price may be applied to goods returned for credit. Except for warranty claims, returns will not be accepted for any reason after sixty (60) days from date of shipment. Goods approved by En-Met Pty Ltd for return must be in new and re-saleable condition as originally delivered, and must be sent freight prepaid unless otherwise arranged in writing with En-Met Pty Ltd. Normally such goods returned within 7 days of delivery will not attract a restocking fee.

12. WARRANTY:

Warranty on goods supplied is limited to the repair or replacement of the goods due to defects in materials or workmanship for a period equal to that stated by each manufacturer from date of delivery or otherwise stated in writing by En-Met Pty Ltd. It is the Customer's responsibility to ensure that the date code is not defaced, destroyed or tampered with. Travel, living, freight and labour out of En-Met Pty Ltd's premises is not covered, nor are service calls related to product installation.

13. CLAIMS:

Unless claims for non-delivery of goods, incorrect delivery of goods and delivery of goods not in accordance with order are notified in writing to En-Met Pty Ltd within seven (7) days from date of delivery, then the said goods are deemed to be in all respects in accordance with the order and the Customer shall be liable for and bound to pay for the goods. Written notices must give details of: (a) invoice number, (b) invoice date and (c) reason for claim.

14. GOODS AND SERVICES TAX (GST):

GST will be charged and collected by En-Met Pty Ltd on behalf of the Commissioner of Taxation unless the goods are being exported from Australia.

15. DELIVERY:

Delivery will be at our place of business. The goods are then at your risk, and you are responsible for any loss, damage or deterioration to them. A minimum delivery charge of \$13.00 plus GST will apply on all invoices unless the goods are picked up.

16. FIELD OR WORKSHOP SERVICE:

Field or workshop services are disbursement costs and are therefore strictly net cash upon completion, pick up or delivery. We do allow approved account holders seven (7) days payment from date of invoice; however no discounts are allowed. En-Met Pty Ltd reserves the right to dispose of any goods held by us 90 days after notification of completion. No discussion will be entered into.

17. REPAIRS:

Goods returned for repair should be accompanied by a full report listing the faults found and the work required to be done. No work will commence until the Customer provides En-Met Pty Ltd with an official order number or written authorisation to proceed.

Repairs and quotes which are not accepted or claimed within 90 days from date of notification will be disposed of.

18. DELAY IN DELIVERY

En-Met Pty Ltd undertakes to make every effort to ensure that goods are delivered within the quoted delivery time. Orders for goods not delivered within the quoted delivery time may only be cancelled by the Customer giving En-Met Pty Ltd seven (7) days notice in writing of the intention to cancel such order and providing the goods have been not been delivered by En-Met Pty Ltd within those seven (7) days.

19. BACK ORDERS:

All goods that are not in stock will automatically be placed on back order unless otherwise instructed by the Customer at the time of ordering.

20. AMENDMENTS:

Amendments to these trading terms will not be binding unless made in writing and signed by an authorised officer of En-Met Pty Ltd and the Customer.

I/we certify that we have read and accept the above terms and conditions of sale.

Applicants Name.....(print)

Signature..... Name.....(print)

Position Held(print)

Date:.....

PRIVACY ACT 1988

1. En-Met Pty Limited A.C.N. 006 223 990 shall hereinafter be referred to as the credit provider.

2. The applicant/s hereby acknowledge that they have been informed by the credit provider that personal information about them may be disclosed to or acquired from a credit reporting agency.

3. The applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the credit provider to a credit reporting agency.

4. The applicant/s hereby agree that the credit provider may contact any trade references or other credit references at any time whether now or in the future for the purpose of asssing credit worthiness.

5. The applicant/s hereby agree to the credit provider receiving from any other credit provider or providing to any other credit provider information whether by way of report record or otherwise relating to credit worthiness for the purposes exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.

6. The applicant/s hereby agrees to the credit provider obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the credit provider obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.

7. The applicant/s hereby agrees to the credit provider obtaining form a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assssing this application for credit.

8. The applicant/s hereby agrees that in the event of default of payment of my debts that the credit provider may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.

Applicants Name:

Signature:

Name (Printed):

Position Held: Date: