



Refrigeration Distributors Pty Ltd

ABN 96 071 797 414



APPLICATION FOR CREDIT

REGISTERED COMPANY NAME*

TRADING NAME*

ABN*: BUSINESS REGISTRATION NO.:

NATIONAL REFRIGERATION TRADING AUTHORISATION*: EXPIRY*:

POSTAL ADDRESS*

DELIVERY ADDRESS

PH*: FAX: EMAIL:

NATURE OF BUSINESS:

CONTACT NAME* NO. OF EMPLOYEES* NO. OF YEARS TRADING*

BANK*: BRANCH*:

WHICH DIRECTOR WILL GIVE GUARANTEE*:

PLEASE INDICATE: DIRECTORS / PROPRIETORS / PARTNERS*

Name*	Address*	Driver's License*	Vehicle Registration*

Trade References*	Telephone*	Fax

ACCOUNTS PAYABLE CONTACT*:

CREDIT AMOUNT REQUESTED*: \$.....

ACCOUNTS ARE PAYABLE WITHIN THIRTY (30) DAYS OF THE END OF THE CURRENT MONTH UNLESS SPECIFIED OTHERWISE.

CREDIT MAY BE **CANCELLED OR SUSPENDED** IF ACCOUNTS ARE NOT PAID BY DUE DATE.

Personal Guarantee: The undersigned personally guarantees the payment of all debts incurred by THE BUYER now or hereafter to Refrigeration Distributors P/L and that this guarantee is a continuing guarantee.**

Name*:

Signature*:

Date*:

Direct deposits to BANKWEST BSB 302-100 ACC: 072 6997

1/10 Ferngrove Place
Chester Hill, NSW 2162

Ph:(02) 9743 7911 Fax: (02) 9644 7824 Email: info@rdl.com.au

* Compulsory fields

** Refer to Terms and Conditions of Trade Overleaf

REFRIGERATION DISTRIBUTORS P/L TERMS & CONDITIONS OF TRADE

1. PAYMENT

Payment is to be made strictly 30 days from the end of the month in which delivery was made. If payment is not paid in full by that date than RDL shall be entitled to charge interest on money due but not paid, at a rate of 2% per month, calculated monthly, from the date payment is due until the date payment is made.

I acknowledge that I have read, understood and agree with clause 1, outlining the payment terms and conditions with Refrigeration Distributors.

Name:..... Date:

Signature:.....

2. PRICE

Prices quoted by RDL to the Buyer will remain valid, subject to the following provisions of this clause, for a period of 30 days from the date of such quotation and thereafter will be liable to alteration at RDL's discretion. Unless otherwise specifically stated by RDL, prices quoted do not include cost of transport, insurances, duties, taxes, packing or crating, and other rates and charges. All prices quoted are exclusive of goods and services and/or sales taxes. Any variations in rates, costs, duties, taxes or expenses subsequent to such price quotation and either before the placement or during the execution of an order, will be charged in addition to the quoted price and will be properly charged to the buyer's account. Prices quoted are based on materials being available when required and any increase due to necessary substitution of other materials will be properly charged to the buyer's account.

3. PASSING OF RISK AND TITLE/PROPERTY IN THE GOODS

- a. Risk in the Goods shall pass to the Buyer when the Goods are delivered to the Buyer, or into custody on the Buyer's behalf.
- b. The Goods shall remain the sole and absolute property of RDL as legal equitable owner and the Buyer shall hold the Goods in a fiduciary capacity as bailee until such time as the Buyer shall have paid the purchase price to RDL together with all delivery and other related costs owing hereunder. The Buyer shall be liable to RDL in respect of any loss or damage to the Goods incurred during such bailment.
- c. Until full payment for the Goods has been made to RDL:
 - i. The Buyer shall store the Goods separately, and shall clearly identify them as Goods owned by RDL.
 - ii. RDL shall have the right to enter the Buyers premises for the purpose of repossessing the Goods, if the Buyer defaults in payment for the Goods under these terms and conditions.
 - iii. In the event the buyer combines the Goods with or adds them to his own goods, the Buyer does so on condition that the resultant goods are the property of RDL.
 - iv. In the event that the Buyer combines the Goods with or adds them to the goods of third party, the Buyer does so on condition that the resultant goods are the property of RDL and the third party.
 - v. In the event of the buyer re-selling or otherwise disposing of the Goods, then the Buyer will, until payment is made in full to RDL, hold in trust for RDL all its rights under any such contract of resale or other contract by which the Goods are disposed of , and any money or other consideration received by it; and RDL shall be entitled to take action, including legal action in the name of the Buyer for recovery of any amounts payable to the Buyer under such contract of re-sale or such other contract, and the Buyer shall provide all reasonable assistance to RDL in such legal action.
 - vi. In the event of the Buyer re-selling or otherwise disposing of the Goods then the Buyer will place the proceeds of sale of the goods into a separate bank account, so as to be identifiable as being in the beneficial ownership of RDL.

4. WARRANTY

- a) All goods are sold subject to any applicable manufacturer's warranty;
- b) RDL may satisfy any valid warranty claim by replacing or repairing the goods at its election;
- c) Any warranty shall run from the date of purchase and not be extended by any replacement or repair;
- d) The failure of a product during a warranty period does not automatically constitute a warranty claim;
- e) RDL will not be liable for incorrect application or poor work practices installing and commissioning the product;
- f) Consequential damages, labour and loss of refrigerant are not covered by warranty;
- g) All claims will be assessed by RDL or the manufacturer.

5. DELAY

- a. If RDL shall state or accept any time for delivery or completion of the contract or any part thereof then such time shall be approximate only and shall not be deemed to be of the essence of the contract.
- b. RDL shall not be liable for the failure to deliver or complete the contract or any delays in delivery or completing the contract where such failure or delay is occasioned by Act of god, fire, accident, war, strike, lock-out, shortage of labour, lack of skilled of labour, breakdown of plant, non-delivery of raw materials, difficulty in procuring components or materials, delays by suppliers or sub-contractors, delays in transit, delays by the buyer, legislative governmental or other prohibitions or restrictions, or any other event of any kind whatsoever which is beyond control of RDL, and the Buyer shall have no right of cancellation of the contract but shall accept

delivery of Goods when RDL is reasonably able to deliver the Goods having regard to RDL's commitments customers.

6. ACCEPTANCE

An offer or quotation by RDL shall become binding upon RDL only upon receipt of an unconditional written acceptance in such form as RDL may require Order forms and other documents provided to RDL by the Buyer as confirmation of orders previously placed must be clearly marked with the words confirmation. Confirmation documents so marked will be treated as original orders.

7. CUSTOMERS STATUTORY RIGHTS

These documents, warranties and disclaimers are subject to the rights and remedies in respect of the items which the buyer has under the Trade Practice Act and are the State and Territory laws and shall apply to the extent not otherwise expressly excluded by such legislation.

8. REJECTION

- a. Items cannot be rejected unless damaged or incorrectly supplied.
- b. No responsibility is accepted by RDL for items lost or damaged in transit during return to RDL.

9. DEFAULT

- a) On default or breach of any part of these Terms by the Buyer or if the Buyer shall have any execution levied against it or become bankrupt or insolvent or commence any act of bankruptcy, the full balance of all unpaid monies shall be deemed by this clause to be immediately due and payable (save to the extent that RDL expressly directs otherwise in writing) and RDL may inter alia terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party.
- b) The Buyer agrees to indemnify RDL for all fees and expenses payable to solicitors, mercantile agents and other parties acting on behalf of RDL in respect of anything instituted or being considered against the Buyer whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis).
- c) RDL may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as RDL in its discretion deems appropriate.

10. CANCELLATIONS AND RETURNS

The Customer agrees:

- a) Not to cancel any order without RDL's prior approval;
- b) Not to return goods without RDL's prior approval, if goods are not in brand new and unused condition with undamaged packaging and/or if 90 days or more have passed since delivery;
- c) That RDL may take back goods in saleable condition on such terms as RDL considers to be reasonable;
- d) To pay RDL on request a restocking fee of 15% of the gross invoice value of all returns if 30 days or more have passed from the date of the invoice;
- e) Not to return goods without first providing RDL an original invoice as proof of purchase; and
- f) Not to return any goods which have been custom made, custom processed or custom acquired.

11. GOVERNING LAW

The validity and interruption of these conditions of sale and the rights of both parties pursuant to these conditions shall be governed by the laws of New South Wales or the state or territory in which RDL's office which supplied the Goods is located.

12. INTERPRETATION

In these terms and conditions unless the context otherwise requires:

"Seller" means Refrigeration Distributors P/L. "RDL" is used as short form for Refrigeration Distributors P/L.

"Buyer" means any person, firm or company who offer to purchase Goods from RDL, subject to these terms and conditions has been accepted by RDL.

"Goods" means any of the goods which Refrigeration Distributors P/L offer for sale.

"Contract" means the contract for the supply of an order of Goods such that each order for Goods made by a Buyer to RDL shall form the subject matter of a separate contract.

Acceptance of Conditions of Sale

I HEREBY APPLY for a credit account with Refrigeration Distributors and HEREBY AGREE that all dealings with Refrigeration Distributors are to be bound by the above Conditions of Sale and all terms of this application.

Company: Date:

Name: Position:

Signature: