

**ELECTRONIC SECURITY SALES PTY LTD
TRADE APPLICATION FORM**

Type of Trade Account Requested

CASH / PREPAID ACCOUNT

(Only Complete Part A + Part C Declaration)

CREDIT TRADE ACCOUNT

(Complete Part A + Part B + Part C Declaration)

Part A

COMPANY DETAILS

Company Name:	
ABN Number:	
Trading Name(s): (if different from Company)	
Type of Entity:	<input type="checkbox"/> Sole Trader/Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Company
Number of Years Trading:	
Master Security Licence:	
Individual Security Licence: (if applicable)	
Business Address:	
Postal Address:	
Business Phone Number:	

CONTACT DETAILS

Accounts Person Name:		Accounts Phone:	
Accounts Email Address:			
Purchasing Person Name:		Purchasing Phone:	
Purchasing Email Address:			

Part B

BANKING DETAILS

Bank Name:	
Branch:	
Branch Phone Number:	

CREDIT DETAILS

Requested Credit Limit:	
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CREDIT TRADE REFERENCES – please provide 3

Company Name:	Email Address:	Telephone:
1		
2		
3		

OWNER / CEO / DIRECTORS DETAILS

(If additional Owner/CEO/Directors are required, please print additional sheets and submit)

Owner/CEO/Director 1			
Full Name:		Home Phone:	
Private Address:			
Drivers Licence #:		Date of Birth:	
Owner/CEO/Director 2			
Full Name:		Home Phone:	
Private Address:			
Drivers Licence #:		Date of Birth:	

Electronic Security Sales Pty Ltd Terms and Conditions of Trade

1. Interpretation

In these conditions:

"The Purchaser" means the person firm or entity to whom goods or services are supplied or to whom a quotation for the supply of goods or services is given.

"ESS" means Electronic Security Sales Pty Ltd, which is the entity supplying the goods or services to the Purchaser under these terms and conditions.

"The Parties" means The Purchaser and ESS.

"Terms" means the Terms and Conditions embodied in this document and as may be amended from time to time.

"Quotation" means any quotation from ESS for the supply of goods or services to the Purchaser.

2. Incorporation

2.1. These Terms govern every contract, transaction and arrangement for the supply of goods and/or services by ESS to the Purchaser and except as modified in accordance with clauses 2.2 and 2.3 constitute all the terms agreed between them to the exclusion of all other terms and conditions.

2.2. No modifications to these Terms whether put forward in the Purchaser's order, specification or otherwise shall bind ESS unless agreed to in writing by ESS's authorised employee or representative.

2.3. ESS may amend these Terms by the giving of notice to the Purchaser in writing and the new Terms shall apply to the supply of all goods and/or services to the Purchaser by ESS after such notice is given.

2.4. These Terms supersede any terms and conditions that have previously governed the supply of goods and/or services to the Purchaser.

3. Quotations and Catalogues

3.1. Any quotation/invoice given by ESS is a mere invitation to treat and does not constitute a contractual offer and unless specifically stated otherwise all quotations lapse thirty (30) days after issue.

3.2. ESS catalogues and brochures are published as sources of general information only, they do not constitute contractual offers and are not binding on ESS.

3.3. All quotations given are based on the Purchaser's requirements as understood by ESS at the time of quotation but in all cases it remains the responsibility of the Purchaser to verify that Goods are fit for purpose before accepting any quotation.

3.4. Unless specifically stated otherwise all quotations are exclusive of GST freight and other taxes duties or charges.

3.5. All quotations are confidential and the Purchaser agrees not to disclose pricing or other details to any other party.

3.6. ESS reserves the right to vary or withdraw any quotation prior to its acceptance by the Purchaser and any order placed after a quotation has expired may be deemed to be at the standard ESS prices current at the time of delivery.

4. Orders and Cancellations

4.1. Orders for goods and/or services shall not be binding upon ESS until accepted either formally in writing or by way of positive action to invoice or dispatch the goods.

4.2. Once ESS has accepted an order the Purchaser may not cancel, alter or modify that order without the written consent of ESS's authorised employee. Where ESS does so consent the purchaser may be required to reimburse ESS for costs incurred in relation to the order up until the time that ESS agreed to the cancellation.

5. Price and Payment

5.1. Subject to these terms and in the absence of any contrary agreement the price of the goods and services supplied under these terms will be ESS's listed price being current at the time of supply. Prices quoted in published price lists or by ESS representatives are subject to change without notice and are not binding on ESS.

5.2. Where trade pricing has been arranged in advance the price of the goods and services supplied under these terms will be the listed price less any discount agreed to in writing between the parties.

- 5.3. Where goods are imported by ESS and where the applicable exchange rate or customs duties vary suddenly and adversely by an amount greater than 5% between the time of order acceptance by ESS and the time of delivery to the Purchaser, then ESS may adjust the price to reflect such changes.
- 5.4. Unless specifically stated otherwise all prices are exclusive of GST, freight and other taxes, duties or charges, which shall be added to the amount, paid by the Purchaser.
- 5.5. Payment terms are strictly Cash On Delivery unless a credit facility has been pre-arranged between ESS and the Purchaser, in which case payment must be in accordance with the terms of that credit facility.
- 5.6. The Purchaser will be invoiced for the goods and/or services by ESS at the time of supply and, unless otherwise arranged between the parties in writing, all credit facility purchases must be paid for by the Purchaser within thirty (30) days after the month end in which the goods were supplied.
- 5.7. The Purchaser agrees that ESS is authorised to allocate the payment of any monies received from time to time from the Purchaser towards any outstanding account of the Purchaser held with ESS.
- 5.8. All payments made by the Purchaser to ESS shall be in the currency specified in the invoice without deduction or set off of any kind.
- 5.9. If the Purchaser breaches its payment obligations to ESS under these Terms then ESS may, at its discretion initiate one or more of the following actions:
Apply interest to the overdue portion of the account at a rate of 1.5% per month calculated daily from the date the payment was due until payment is received in full.
Suspend any further supply of goods or services to the Purchaser and cancel or suspend any trade discount arrangements current between the parties.
Initiate legal action to recover all debt and legal expenses incurred by ESS in connection with such action.
6. Delivery and Risk
- 6.1. Unless specifically agreed otherwise in writing between the parties, responsibility to arrange and pay for freight from the relevant ESS place of business to the Purchaser's desired destination shall rest with the Purchaser (FOB). Delivery is effected when ESS hands the goods over to the carrier nominated by the Purchaser or ESS's carrier, on behalf of the Purchaser, if so instructed by the Purchaser. Risk in the goods shall be deemed to have passed from ESS to the Purchaser once the goods have left the relevant ESS premises.
- 6.2. The Purchaser agrees that ESS shall be entitled to store, at the risk and cost of the Purchaser, any goods which ESS, after reasonable endeavours, is unable to deliver to the Purchaser or which the Purchaser refuses to receive and to take such action without limiting any other rights which ESS may have.
- 6.3. While ESS shall use all reasonable endeavours to meet scheduled delivery dates, ESS shall not be liable to the Purchaser for any loss or damage whatsoever should it be delayed or prevented from delivering the goods, supplying services or otherwise performing any of its contractual obligations due to any cause of circumstances beyond its reasonable control. In the event of any delay in delivery or supply as aforesaid, the due date for delivery shall be deferred for a period equal to the time lost by reason of the intervening cause of circumstance.
- 6.4. ESS reserves the right to deliver goods in instalments, where appropriate or necessary, and all such instalments, when separately invoiced, shall be paid for by the purchaser without regard to the delivery of subsequent instalments.
7. Returns and Credits
- 7.1. The Purchaser shall promptly inspect all goods received from ESS. ESS shall not be liable for shortages or errors in deliveries unless the Purchaser submits a written claim with proof of purchase within 14 days of delivery. If no such claim is submitted within 14 days then the purchaser will be deemed to have accepted the goods.
- 7.2. The Purchaser may require a credit for goods returned and ESS may accept such a request however in all cases the goods must be returned in "as new" condition and returned goods may incur a restocking fee of 15%. The restocking fee may be greater in cases where packaging has been compromised and the goods require repackaging. As a general rule requests for return and credit should be submitted within 14 days of purchase and may be refused after 30 days.
- 7.3. ESS may refuse to accept a request for return and credit where unusual goods have been ordered in for special projects.
- 7.4. ESS reserves the right to make such alterations to the specification design and manufacture of goods as it shall, in its discretion as supplier, deem necessary to achieve best practice provided always that the goods shall remain fit for purpose and of merchantable quality. Small variations in the goods shall not be the bases of any claims.
8. Regulations, Licenses and Rights
- 8.1. It is the responsibility of the Purchaser to obtain any license or approval required by any government or other authority for the purchase or use of the goods supplied by ESS.
- 8.2. The Purchaser indemnifies ESS against all claims against ESS arising as a result of the methodology employed by the Purchaser in the installation deployment and use of the goods supplied by ESS. This includes but is not limited to claims for infringement of third party intellectual property rights.
- 8.3. The supply of goods and/or services by ESS to the Purchaser shall not entitle the Purchaser to use any ESS trade marks or the trade marks of any manufacturer or supplier whose products are represented or sold by ESS.

9. Property and Ownership

9.1. Property in and ownership of the goods, the subject of supply by ESS, shall pass to the Purchaser only when payment in full is received by ESS. Subject to clause 9.2 until payment in full is received by ESS, the Purchaser shall hold the goods as bailee for ESS.

9.2. Without prejudice and in addition to any other right or remedy that ESS may have:-

(a) If the Purchaser fails to pay all or any part of the purchase price owing hereunder on the date for making such payment in accordance with clause 5.5, then ESS shall have the immediate right to re-take and resume possession of the goods; and

(b) If any one or more of the following events occur:-

(i) a Receiver/Manager is appointed over any part of the undertaking, property or assets of the Purchaser;

(ii) an order is made for the winding up or dissolution without winding up of the Purchaser or an effective resolution is passed for the winding up of the Purchaser;

(iii) the Purchaser is placed under official management;

(iv) the Purchaser becomes bankrupt;

then ESS shall have the immediate right to re-take and resume possession of the goods so long as payment of the full amount owing hereunder has not been made.

9.3. For the purpose of re-taking and resuming possession of the goods the Purchaser hereby licenses ESS or its authorised agent to enter upon the Purchaser's premises or, to the extent permitted by law, any other premises where the goods are kept.

9.4. Until payment in full for the goods has been received by ESS and subject to the conditions of clause 9.5, the Purchaser is not permitted to pledge, mortgage, charge or part with the goods without ESS's prior written consent.

9.5. Notwithstanding that payment in full has not been received by ESS, the Purchaser may resell the goods in their original form or incorporated into another product. In the case of such re-sales the Purchaser acts as agent for ESS and the proceeds of the re-sales shall be held by the Purchaser on trust for and as agent of ESS and shall pay the proceeds to ESS as they become due under these Terms.

10. Warranty and Liability

10.1. ESS warrants that the goods supplied to the Purchaser are free from defects which are the result of faulty materials and/or faulty manufacturing processes. The term of the Warrantee is for a period of 12 months from the effective date of delivery to the Purchaser however ESS shall assign to the Purchaser, in so far as it is able to do so, the benefit of any condition, warrantee or guarantee, expressed or implied, in ESS's contract with its own supplier.

10.2. ESS warrants that it shall perform its services with reasonable care and skill and shall investigate any bona fide complaint that any of its services have not been performed satisfactorily. If satisfied that such a complaint is justified ESS shall use all reasonable endeavours to remedy the situation at no extra charge to the Purchaser.

10.3. These Terms set forth the full extent of ESS's obligation and liability to the Purchaser with respect to the goods and/or services supplied and all terms, conditions, warranties and representations that might otherwise be implied by statute or otherwise are hereby excluded.

10.4. Certain legislation including the Trade Practices Act 1974 imply warranties or conditions or impose obligations upon ESS which cannot be excluded, restricted or modified except to a limited extent. These Terms must be read and constructed subject to such statutory provisions. Where statutory provision apply, to the extent to which ESS is entitled to do so, its liability shall be limited at its option to:

(a) In the case of supply of goods

(i) the replacement of the goods or supply of equivalent goods

(ii) the payment of the cost of replacing the goods or acquiring equivalent goods

(iii) the payment of the cost of having the goods repaired

(iv) the repair of the goods and

(b) in the case of services

(i) the supply of the services again or

(ii) payment of the cost of the supply of the services again

10.5. ESS shall not be liable in any circumstances for any:

(a) Defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, improper installation, maintenance, alteration or repair

(b) Transport costs or installation and removal labour costs

(c) Technical advice or assistance given in any form by ESS to the purchaser provided always that ESS has rendered such services with due care and skill and that any goods supplied in connection with the services are reasonably fit for purpose.

10.6. The Purchaser shall notify ESS within 14 days of it becoming aware of any facts or matters that the Purchaser knows or should reasonably know may be the subject of any claim whatsoever against ESS.

11. Limitation of Warranty

To the extent permitted by law and subject only to any express exception contained in these Terms ESS shall under no circumstances be liable in any way whatsoever to the Purchaser for any form of loss, damage or expense sustained or incurred by the Purchaser or any other party in consequence of or resulting directly or indirectly out of the supply of goods and/or services by ESS or any contact incorporating these conditions or the negligence of ESS.

12. Non Availability

While every effort shall be made to fulfil the Purchaser's orders for the goods, ESS shall not be liable for any loss or damage arising through the non-availability of stock.

13. Privacy

The Purchaser shall irrevocably authorise ESS to provide any information contained in the Purchaser's application for credit from ESS to any credit providers or credit agencies so as to enable ESS to make an assessment as to whether to approve the Purchaser's application for credit. ESS may give information about the Purchase to such credit providers or credit agencies as permitted under the Privacy Act 1988

14. Law and Jurisdiction

The laws of the State of New South Wales shall govern the constitution, validity and performance of any contract incorporating these Terms and the Parties agree to submit to the jurisdiction of the Courts of that State.

15. General

15.1. All clerical errors are subject to correction and shall not bind ESS

15.2. The Purchaser shall not treat any employee of ESS as authorised to bind ESS unless ESS have given the Purchaser express written notice to that effect.

15.3. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining provisions.

15.4. ESS's failure to enforce at any time or for any period of time, any term of any contract incorporating these conditions shall not constitute a waiver of such terms and shall in no way affect its right to enforce it.

15.5. Headings are included for ease of reference and do not form part of or affect the interpretation of these Terms.

15.6. These Terms bind ESS, the Purchaser and their respective successors and assigns.