

Application for 30 day credit account

Your credit application will be processed ASAP once you have submitted the following

- Completed Hartac Sales application form, which must include:

- 3 trade references
- Signed 30 day Payment Terms and Conditions
- Signed Directors Guarantee

- A copy of your Company Registration Certificate



ABN 92 008 733 140
Hartac Sales and Distribution Pty Ltd

19-21 Wheeler Street
BELMONT 6104

t +61 8 9373 3700
f +61 8 9477 1855

Company details

Company Name In Full

Trading Name In Full or Name of Partners/Sole Traders In Full

Credit Limit Required

Name of Hartac Contact

ABN No.

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Registered Office Address

Telephone

E-mail

Delivery Address

Trade References (WITHIN AUST ONLY) PLEASE DO NOT INCLUDE STATIONERY, IT, TRAVEL OR TSPT REFERENCES – REGULAR TRADING PREF

Business Name

Telephone

E-mail

Bank / Financial Details

Name of Bank

Branch

Telephone

Name of Accountant

Telephone

Address

Have any of the above individuals been declared bankrupt?

- Yes No



If yes, please state why.

Has the company/business been refused credit?

- Yes No



If yes, please state why.

Declaration

I/We certify that the above information is true and correct and agree to your Terms and Conditions of trading and settlement of accounts in accordance with your normal terms. I/We hereby authorise you to make any necessary enquiries in respect of any of the Trade References etc. shown herein.

Authorised Signature

Date

PRINT NAME

POSITION IN ORGANISATION

Guarantee and Indemnity

Hartac Sales and Distribution Pty Ltd

ABN 92 008 733 140



To: **HARTAC SALES AND DISTRIBUTION PTY LTD**
19-21 Wheeler Street, Belmont WA 6104
Tel: 08 9373 3700 Fax: 08 9477 1855

IN CONSIDERATION of HARTAC SALES AND DISTRIBUTION PTY LTD ("**the Company**") at my/our request agreeing to make supplies to:

..... ("**the Customer**")

of goods and/or services ("the Supplies") from time to time and extending credit to the Customer, in connection with payment for the Supplies, I/we the undersigned ("**the Guarantor**") HEREBY JOINTLY AND SEVERALLY COVENANT with the Company as follows: -

1. "Where any agreement for the Supplies is entered into between the Company and the Customer whether or not such agreement is entered into:

- (a) prior to the execution hereof and is ongoing; or
- (b) prior to the execution hereof and pursuant to which a liability to the Company now exists; or
- (c) simultaneously with the execution hereof; or
- (d) at any time subsequent to the execution hereof

we guarantee to the Company the payment of all monies due by the Customer for goods supplied prior to the execution hereof and goods supplied from time to time under any such agreement including the payment of interest and service charges (if any) thereof."

This Guarantee shall be enforceable notwithstanding the obligations to the Company by the Customer shall be void defective or unenforceable for any reason and the Guarantors jointly and severally hereby indemnify the Company against all losses charges and expenses which Company may incur or suffer directly or indirectly by reason of having entered into any agreement for the supply of goods or having supplied goods to the Customer.

- 2. The expression "the Guarantors" as herein used shall mean the parties named and describes herein and where there is only one Guarantor mean and include that Guarantor his executors, administrators or successors of each and every one of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and guarantees on their part herein contained shall bind them jointly and each of them severally. This Guarantee shall bind each of the signatories hereto notwithstanding that one or more of the Guarantors may never execute this Guarantee or that the execution hereof by any one or more of the Guarantors sought to be made liable hereunder is or may become void or voidable.
- 3. The Guarantors jointly and severally charge (as beneficial owners) in favour of the Company all freehold and leasehold interests in land which they or any of them now have or during the currency of this Guarantee and Indemnity may acquire with the whole of their obligations hereunder.
- 4. This Guarantee shall be a continuing one and the Guarantor shall not be released by any neglect or forbearance on the part of the Company in enforcing payment of any of the moneys payable under any agreement or the performance or observance of any of the terms and conditions thereof, or by time being given to the Customer for any such payment performance or observance or by any other act or thing which under the law relating to sureties would but for this provision release the Guarantor. A written statement signed by the Company, by any director, secretary or management of the Company of the Moneys payable by the Customer to the Company under any agreement shall be prima facie evidence that those moneys are due and owing.
- 5. Any demand or notice under this Guarantee may be made in writing signed by the Company or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantors by prepaid letter addressed to the Guarantors at their address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the next day following the day of posting.
- 6. The Guarantors hereby acknowledge that they have received advice from the Company that they should obtain their own independent legal advice as to the meaning and obligations of this Guarantee and Indemnity and have agreed to execute it of their own free will:
 - (a) after having taken independent legal advice; or
 - (b) after having declined to taken the opportunity to obtain independent legal advice of their own free will.

(Delete (a) or (b), whichever is inapplicable)

Dated this	day of	20	
Signed Sealed and Delivered.....			Signed Sealed and Delivered.....
Full Name:.....			Full name:.....
Address:.....			Address:.....
.....		
Relationship To Customer:.....			Relationship To Customer:.....

Witness:.....
Full Name:.....
Address:.....
.....

Terms and Conditions

Hartac Sales and Distribution Pty Ltd

ABN 92 008 733 140



TERMS AND CONDITIONS OF TRADING

1. INTERPRETATION

- 1.1 In these terms and conditions:
- (a) '**HARTAC SALES**' means Hartac Sales & Distribution Pty Ltd of 19-21 Wheeler Street, Belmont WA 6104
 - (b) '**Customer**' means the customer whose name and address appear on the quotation or invoice.
 - (c) '**Goods**' means all of the products and, if any, services supplied by HARTAC SALES to the Customer as described on the purchase order agreed to by HARTAC SALES and the Customer, or otherwise whatsoever.
- 1.2 Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying and condition, warranty, guarantee, right or remedy implied by law (including, without limitation the Trade Practices Act 1974 and the Fair Trading Act 1987) and which by law cannot be excluded, restricted or modified.

2. GENERAL

- 2.1 These terms and conditions form part of the sales agreement between HARTAC SALES and the Customer, and prevail over all terms and conditions of the Customer's order to the extent of any inconsistency between the two.

3. TERMS AND CONDITIONS OF SALE

- 3.1 The Goods and all other products sold by HARTAC SALES to the Customer are sold on these terms and conditions of trading.

4. VENDOR'S QUOTATIONS

- 4.1 Any quotation made by HARTAC SALES to the Customer shall not constitute offer to sell and any order made pursuant to any quotation shall not bind HARTAC SALES unless such an order is expressly accepted by HARTAC SALES.

5. PACKING

- 5.1 The cost of any special packing and packing materials used in relation to the Goods shall be at the Customer's expense notwithstanding that such cost may have been omitted from any quotation and the customer agrees to pay any such reasonable cost.

6. DELIVERY

- 6.1 The Customer shall take delivery of Goods at the Customer's nominated delivery address. The delivery times made known to the Customer are estimates only and HARTAC SALES is not liable for late delivery or non-delivery. HARTAC SALES 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.
- 6.2 For those orders under \$1,000 requiring the delivery by HARTAC SALES to the Customer, HARTAC SALES will impose a handling charge for such Customer, to be determined at the discretion of HARTAC SALES.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 HARTAC SALES is not responsible for any loss or damage to Goods in transit. HARTAC SALES shall give the Customer such assistance as HARTAC SALES may regard as reasonably necessary to press claims against carriers provided that the Customer:
- (a) notifies HARTAC SALES and the carriers in writing within 24 hours of the receipt of the Goods; and
 - (b) lodges a claim against the carrier within 3 days of the date of receipt of the Goods.

8. PRICES

- 8.1 All prices quoted by HARTAC SALES are those listed on HARTAC SALES's current price list. The price list is subject to change without notice. Customers should check the current price and availability of items before ordering. Unless otherwise stated, all prices quoted by HARTAC SALES are exclusive of GST, insurance and freight.
- 8.2 Prices of goods are subject to alteration without notice and, whilst every effort is made to adhere to prevailing prices, orders are accepted strictly on the basis that the price which will apply is the price ruling at the date of dispatch;
- 8.3 Published or quoted prices are exclusive of Goods and Services Tax, which will be charged at the rate applicable at the appropriate tax point.
- 8.4 Any variation to prices from those quoted which arise as a result of government taxes and levies will be for the Purchaser's account.

9. PAYMENT

- 9.1 All payments must be made in cash, credit card or eft unless the Customer has been trading with HARTAC SALES for 3 months or if HARTAC SALES agrees otherwise, after 3 months trading between HARTAC SALES and the Customer, acceptable forms of payment are cash, bank cheques, company cheques and direct deposit. HARTAC SALES reserve the right to refuse payment by personal cheques unless accompanied by identification, which HARTAC SALES may (in its absolute discretion), consider acceptable.
- 9.2 Payment for goods supplied is due 30 days from end of month. If credit application form has been accepted.

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9.3 If payment in full is not made by the due date, the Company is entitled to:

- (1) apply interest at the rate of 4% above the rate of interest charged by the Bank of Western Australia on overdrafts in excess of \$100,000.00;
- (2) require payment in advance of delivery for undelivered goods;
- (3) refuse to make delivery of any undelivered goods, whether ordered under the contract or not and without incurring any liability whatsoever to the Purchaser for non-delivery or delay in delivery.

9.4 Customers who have been authorised and have made prior arrangement with HARTAC SALES, may deposit payment of the purchase price for Goods directly into HARTAC SALES's bank account unless otherwise notified,

The banking details for HARTAC SALES are:

BANK NAME:	BANKWEST
BRANCH ADDRESS:	158 OXFORD STREET, LEEDERVILLE WA 6007
ACCOUNT NAME:	HARTAC SALES AND DISTRIBUTION PTY LTD
BSB NUMBER:	306-053
ACCOUNT NUMBER:	4871501
SWIFT CODE:	BKWAAU6P

10. PROVISION OF CREDIT

10.1 The provision of credit by HARTAC SALES to the Customer, and the terms of such credit, is at the absolute discretion of HARTAC SALES. Without prejudice to the generality of the foregoing:

- (a) HARTAC SALES may in its absolute discretion extend and/or continue to extend credit to the Customer subject to the provision of such details as HARTAC SALES may require; or
- (b) HARTAC SALES may in its absolute discretion extend and/or continue to extend credit to the Customer subject to the provision of security whether by personal guarantees or other security in a form which is acceptable to HARTAC SALES; or
- (c) HARTAC SALES may in its absolute discretion cancel or vary credit made available to the Customer in which case the Customer shall forthwith pay to HARTAC SALES the cash amount of the credit withdrawn.

11. REFUNDS

11.1 All refunds made by HARTAC SALES shall be made by way of cheque unless the Customer paid for the Goods or products sold by HARTAC SALES in cash and has expressly requested a cash refund.

12. RETURN OF GOODS FOR CREDIT

12.1 Subject to the following conditions, the Customer may return Goods to HARTAC SALES and receive credit.

- (a) HARTAC SALES shall not be under any obligation to accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case.
- (b) The Goods must be returned with the original packing.
- (c) If the Goods returned are over 7 days old, then HARTAC SALES shall be entitled to charge the Customer restocking fee of up to 15% the current price of the Goods is applicable.
- (d) If a credit return is accepted by HARTAC SALES credit note is issued to Customer by HARTAC SALES no less than one working day after such acceptance.
- (e) Custom signs produced to customer specification cannot be returned for credit.

13. RETENTION OF TITLE IN GOODS

- 13.1 HARTAC SALES shall remain the legal and beneficial owner of Goods delivered to the Customer and property in the Goods shall not pass to the Customer until payment by the Customer to HARTAC SALES of all money owing by the Customer to HARTAC SALES.
- 13.2 The Customer takes possession of the Goods as a trustee and bailee of HARTAC SALES and agrees to keep the Goods separate from the Customer's own and that of third parties and properly and separately stored, protected and insured until payment in full to HARTAC SALES.
- 13.3 In the event that the Customer fails to pay any sum owed to HARTAC SALES in respect of the Goods or commits and act of bankruptcy or a receiver or receiver and manager or a controller or managing controller is appointed or the Customer goes into liquidation, voluntary administration or some other form of insolvency administration whether formal or informal or the Customer proposes or enters into a scheme or compromise or arrangement or deed of company arrangement with the Customer's creditors or the Customer ceases to carry on business then, without prejudice to any other rights of HARTAC SALES, HARTAC SALES is entitled to enter immediately onto the Customer's premises at any time and retake possession of all Goods and the Customer hereby expressly authorises and agrees to HARTAC SALES being entitled to enter into the Customer's premises for such purpose.
- 13.4 HARTAC SALES authorises the Customer to sell or use Goods in the ordinary course of the Customer's business and upon such use or sale:
 - (a) as between HARTAC SALES and the Customer, the Customer sells the Goods on behalf of and as bailee and trustee for HARTAC SALES;
 - (b) as between the Customer and any third party, the Customer sells as principal;
 - (c) the Customer shall hold an account for the whole of the proceeds of the such sales separately and upon trust for HARTAC SALES; and
 - (d) HARTAC SALES shall be entitled to the whole of the proceeds of such sale provided that the Customer shall be entitled to deduct amounts from the sale proceeds held on trust, but only to the extent that the remaining sum held on trust is not less than the amount of the purchase price of the Goods sold.

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14. GOODS AND SERVICES TAX

- 14.1 HARTAC SALES will always charge the Customer and the Customer will pay to HARTAC SALES the Goods and Services Tax (GST) payable on the supply of the Goods by HARTAC SALES to the Customer according to the current tax rate laid down by the Australian Taxation Office.

15. WARRANTY

- 15.1 HARTAC SALES warrants that Goods are free from defect in workmanship and materials for a period of 12 months from the date of invoice to the Customer. Subject to the following conditions of warranty, if the Goods fail to operate for any reason within the warranty period and the Goods are returned to the place of purchase at the Customer's expense, HARTAC SALES will repair or replace the Goods free of charge:
- (a) The Goods must be returned to HARTAC SALES with proof of purchase.
 - 1. Our goods come with guarantees that cannot be excluded under the Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - 2. Any claim under this warranty must be made within 14 days of the date of purchase of the product. To make a claim under the warranty, take the product (with proof of purchase) to the store where you purchased the product or contact:
Hartac Sales 19-21 Wheeler Street Belmont WA 6104, Phone 08 9373 3700, email sales@hartac.com.au
 - (b) The Goods must be returned with packaging intact.
 - (c) The Goods must not have been altered in any way.
 - (d) Failure of the Goods must not be due to misuse, improper installation, and connection to the wrong voltage or any other abuse.
 - (e) HARTAC SALES will not be responsible for damage or loss to Goods caused during shipping.
- 15.2 Apart from any warranties implied by the Trade Practices Act 1974, the Fair Trading Act 1987 (WA) and/or Part V of the Sale of Goods Act 1895 (WA), all other warranties express or implied and whether arising by virtue of statute or otherwise are hereby excluded.
- 15.3 Any repair of Goods undertaken by HARTAC SALES, which are found to be faulty due to abuse, misuse or improper installation, shall be charged to the Customer at HARTAC SALES's current hourly rate for required labour.
- 15.4 HARTAC SALES will supply replacement Goods not less than 7 working days after the receipt of returned Goods. Where the Customer requires immediate replacement, HARTAC SALES shall be entitled to charge the Customer for the additional cost of doing so.
- 15.5 The Customers acknowledges that it can take up to eight weeks for HARTAC SALES to replace returned Goods.
- 15.6 If by reason of stock shortage or discontinued lines, no exact replacement Goods can be supplied by HARTAC SALES, then HARTAC SALES reserve the right to supply a substitute that is as close an equivalent to the replacement Goods as is available to HARTAC SALES.

16 CUSTOMER'S PROPERTY

- 16.1 Any property of the Customer under HARTAC SALES's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the property or by it.

17 STORAGE

- 17.1 HARTAC SALES reserves the right to make a reasonable charge for storage if sufficient delivery instructions are not provided by the Customer.

18 GOODS SOLD

- 18.1 All Goods to be supplied by HARTAC SALES are as described on the purchase order agreed by HARTAC SALES and the Customer. That description prevails over all other descriptions including any Customer's specification or inquiry.

19 LIABILITY

- 19.1 HARTAC SALES will not be liable for any lost revenue or profit caused by the use of the Goods. It is the Customer's responsibility to ensure that data stored in or associated with the Goods is adequately protected or backed up.
- 19.2 Except insofar as they cannot be excluded or limited, all warranties terms and conditions whether express or implied by statute, common law or trade custom or usage or otherwise, are hereby expressly excluded.
- 19.3 To the extent that any term, warranty or condition cannot be excluded, such term, warranty or condition is, to the extent permitted by law, limited to the:
- (a) repair of Goods;
 - (b) replacement of Goods or the supply of equivalent Goods; or
 - (c) payment of the cost of either (a) or (b).

20 CANCELLATION

- 20.1 No order may be cancelled except with HARTAC SALES's consent in writing and on condition that the Customer indemnify HARTAC SALES against all losses resulting from such cancellation.

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21 WAIVER

21.1 The failure by HARTAC SALES to enforce any of these terms and conditions does not constitute a waiver of HARTAC SALES's rights to enforce them.

22 SEVERABILITY

22.1 To the extent that any one or more of the provisions herein contained is prohibited by any applicable law, such provisions shall to such extent be ineffective without invalidating or modifying the remaining provisions which shall continue in full force and effect as if the provisions so prohibited had not been included.

23 GOVERNING LAW

23.1 All sales made under these terms conditions of trading shall be deemed to have been made in the State of Western Australia and the construction, validity and performance of such sales is governed by the law for the time being in force in that State. The parties agree to submit to the exclusive jurisdiction of the Courts of Western Australia.

I acknowledge having read and understood the above terms and conditions

Company: _____

Signature(s) of General Manager and /or Finance Manager	Print Name	Witness	Date
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____