



ABN 85 160 485 058

6/25 Transport Avenue, Paget, Qld, 4740

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CREDIT APPLICATION

TRADING NAME: _____

ABN: _____

REGISTERED NAME OF COMPANY: _____

REGISTERED OFFICE: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

OFFICE PHONE: _____ FAX: _____

CONTACT – SALES ORDERS

NAME: _____

MOBILE: _____ EMAIL: _____

CONTACT – ACCOUNTS PAYABLE

NAME: _____

MOBILE: _____ EMAIL: _____

PLEASE INDICATE HOW YOUR ACCOUNTS DEPARTMENT WOULD LIKE THEIR INVOICES AND STATEMENTS SENT:

INVOICES: POST / FAX / EMAIL

STATEMENT: POST / FAX / EMAIL

TRADE REFERENCES

COMPANY NAME: _____

PHONE: _____ FAX: _____

COMPANY NAME: _____

PHONE: _____ FAX: _____

COMPANY NAME: _____

PHONE: _____ FAX: _____

DIRECTORS GUARANTEE

I/We, the undersigned, Director/s of _____

hereby jointly and severally accept liability for and guarantee payment of all debts and liabilities owing to Mackay Fluid Power Pty Ltd by

Further we undertake to ensure that any other person accepting a Directorship of _____
_____. At any future date does also accept liability for, and guarantee,
payment of all debts and liabilities owing to Mackay Fluid Power Pty Ltd.

Dated this _____ day of _____ 20 .

Signed _____ Name (Please Print) _____

Signed _____ Name (Please Print) _____

Signed _____ Name (Please Print) _____

TERMS AND CONDITIONS OF TRADE

APPLICABILITY OF CONDITIONS

These conditions of Sale of Mackay Fluid Power Pty Ltd ACN 160 485 058 are as follows:

Unless otherwise agreed in writing by the Company the following conditions shall govern this transaction and shall be incorporated into all future transactions between the Company and the customer (hereinafter called the Buyer) for all the sales, supplies and deliveries of materials and other products (hereinafter called 'Goods'), whether or not these conditions are made expressly applicable to any particular future transaction. Engineering services, installation and Commissioning are not undertaken unless agreed by the company in writing and signed by Director of the Company.

CONDITIONS OF SALE

The Companies conditions of sale will apply to any order unless agreed to in writing before an order is accepted.

All prices are net ex works and do not include sales tax (GST) or delivery, which are extra at cost.

Any quotation is valid from 30 days from date shown.

The giving of an order by the Buyer to the Company for any Goods shall constitute an unqualified acknowledgment by the Buyer that, if the Company accepts the Order, the Sale, supply or delivery of such Goods by the Company will be governed solely by these Conditions of Sale. All orders from the Buyer accepted by the Company for the sale, supply or delivery of any Goods are so accepted solely subject to these Conditions of Sale. No addition to or variation of these Conditions of Sale and no oral stipulation or representation shall be binding on the Company unless expressly agreed to in writing and signed by a Director or the Secretary of the Company on its behalf.

No order may be cancelled by the Buyer once the Company has accepted it. If the buyer wrongfully cancels any order, the Company shall (without prejudice to any other rights of the Company) be entitled to be fully indemnified by the Buyer against all and any loss arising through or in connection with such cancellation, and to withhold delivery of any other Goods ordered by the Buyer until the Buyer shall have paid the amount of such loss.

No Returns will be considered for credit unless claims for return are lodged in writing to the Company within 90 days of sale or shipment either of which occurs first. Goods must not under any circumstances be returned prior to this notice being acknowledged in writing by the Company and approval for such returns being granted by the Company. Such approval for return shall only apply to regularly stocked inventory lines only. The Product should be returned to the place of purchase. Goods specially built to customer specifications and requirements, including Inventory lines not regularly stocked, are not subject to cancellation nor are returnable for credit claim under any circumstances. All Products accepted for credit will be subject to a minimum 25% or greater restocking charge. No product will be accepted for credit after one year from date of purchase.

The Company shall be under no liability in respect of damage of goods or incomplete delivery unless the Buyers written claim is received by the Company within 7 days of receipt of goods. Where any time of delivery is mentioned by the Company, this is only an indication given in good faith or what the Company expects to be able to achieve, the Company does not guarantee delivery within any such time, and the Company shall not be liable in any way whatever for not delivering within any such time.

TERMS OF SETTLEMENT

Payment in full required within thirty **(30) days** of the end of the month following delivery of goods and or services.

DELIVERIES

Deliveries may be wholly or partially suspended by the Company during any period in which: the Buyer has failed duly to pay any monies owing to the Company within the timeframe as stipulated by the agreed terms of supply. The Company shall (without prejudice to any other rights of the Company) be entitled to be fully indemnified by the Buyer against all or any loss rising through or in connection with such suspension of delivery and to withhold delivery of any other goods ordered by the Buyer until the Buyer shall have paid the amount in dispute in full; the company may be prevented or hindered from effecting delivery by its normal means of supply or delivery by normal route by reason of any circumstances outside its reasonable control (including but not limited to strikes, lockouts, shortages of materials, accidents or breakdowns of plants or machinery.) In the event that because of short supply of any goods the Company should be unable to supply, it may in its sole and unfettered discretion supply a portion of available supply to any of its Buyers without being thereby in breach of contract.

PRODUCT LIABILITY

The Company shall not be liable in any way whatever whether in contract, tort or otherwise for or in connection with any defects affecting any Goods of the Company or in any delay or any loss damage or injury (whether physical, financial or otherwise) however such defects delay, loss or damage may be caused, whether by the neglect or default of the Company, its officers, employees or agents or otherwise, and whether caused directly, indirectly or otherwise.

TERMS AND CONDITIONS OF TRADE cont'd

WARRANTIES

Resale Equipment Warranty

All Products as purchased by the Company for resale to the Buyer, such Products either represented in their own right or as included with any other equipment or assembly as manufactured or assembled by the Company, are subject to the terms of Warranty as issued by that manufacturer, excluding the Company.

Product Warranty

If one of the Company's Goods is shown to the satisfaction of the Company to be defective in design, manufacture, labeling or packaging by the Company, and if such Product is returned to the Company, without cost to the Company and at the Buyers risk, within 90 days after installation or one year from the date of dispatch, whichever first occurs, the Company will either (a) replace such a Product, or (b) put it into good operating condition, or (c) refund its purchase price at the Company's sole option, without any charge to the Buyer except for carriage. For the purposes of this Condition Goods shall not under any circumstances be returned to the Company unless the Company has approved in writing the return of such Goods before dispatch by the Buyer. The rights conferred on the Buyer by this Condition shall be the sole liability on the Company in respect of any defects affecting any Product of the Company.
