



ABN: 43 958 671 889

Credit Application

30 Days (Please tick one)

Cash Sales

Company Name: _____

A.B.N: _____

Delivery Address: _____ Post Code: _____

Postal Address: _____ Post Code: _____

Purchasing Dept Tel No() _____ Fax No() _____ Contact: _____

Accounts Payable Tel No() _____ Fax No() _____ Contact: _____

Email Sales: _____ Email Accounts: _____

Registered Trading Name: _____

Registered Address: _____ Post Code: _____

Date Incorporated or Established _____ Estimated Annual Usage \$ _____

Nature of Business: _____

1. Name of Principal/Partner/Director: _____ Tel No.() _____

2. Name of Principal/Partner/Director: _____ Tel No.() _____

Have you had an account with Norman Richards Pty Ltd before? YES/NO

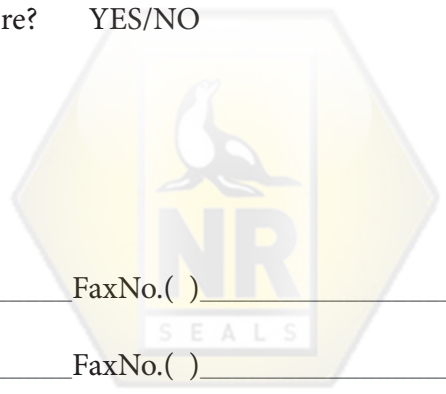
Year: _____

References: (OMIT FOR CASH SALE ACCOUNT)

1 _____ TelNo.() _____ FaxNo.() _____

2 _____ TelNo.() _____ FaxNo.() _____

3 _____ TelNo.() _____ FaxNo.() _____





Please refer to conditions of sale and sign application below

In consideration of Norman Richards Pty Ltd allowing you to purchase goods or use our services on credit .I hereby agree to your terms and conditions of sale set out on the attachments and certify that the information I have given is correct

I consent to NORMAN RICHARDS P/L (ABN 43 958 671 889) obtaining credit information relating to the customer from the references named above on this Credit Application for the purposes of assessing this Credit Application.

Dated this _____ day of _____ 20_____

Signed _____ Position in Company _____

PRINT NAME _____ For and on behalf of _____



(Office use only)

Yrs Trading	\$/Mth	Pays	Terms
1 _____	_____	_____	_____
2 _____	_____	_____	_____



Payment terms

When ordering products from Norman Richards you agree that payment must be made in full for all products you order at the time stated in writing by Norman Richards, including in any credit application. If no time is stated in writing by Norman Richards, payment must be made in full within thirty days of the date of the monthly statement. If payment is not made on these terms, Norman Richards may charge you interest on any unpaid amount. Interest will be charged daily and from the date payment is due until payment is received.

1 Conditions of sale

Definitions

In these conditions:

- (a) The Company means Norman Richards Pty Ltd ABN 43958671 889
- (b) The customer is any party who requests that the company supply Products to it
- (c) The Order means the agreement between the Customer and the Company for the supply of Products by the Company to the Customer
- (d) Products means any of the Company's products that are ordered by the Customer
- (e) Quote means a quote for the cost of the Products given by the Company to the Customer
- (f) Shipping address means the address specified by the customer for delivery of the Products.

2 Application

By ordering Products, the Customer accepts these conditions and acknowledges that they:

- (a) Apply to and are incorporated into every order
- (b) May only be changed by a written statement from the Company
- (c) Supersede and are not modified or excluded by any conditions of purchase stated verbally or appearing on any document provided by the Customer.

3 Price

- (a) The price of the Products is:
- (b) The price stated in the Quote, if the Customer makes an order within 30 days from the date of the Quote or any other period stated in the Quote, or
- (c) If no quote has been provided, the price stated in the Company's current price list.
- (d) The Customer must pay any GST payable on the supply of the Products.

4 Terms of payment

- (a) The Customer must pay the Company in full for the Products by:
 - (i) The time stated in writing by the Company, including in any credit application, or
 - (ii) If no time is stated in writing by the Company, the last day of the month following the month of supply.
- (b) If the Customer does not pay the Company in full for the Products in the time specified in clause 4(a) the Company may charge interest on any unpaid amount
- (c) The interest rate will be the rate equivalent to 2% more than the rate charged to the Company for overdraft accommodation by its bankers at that time. Interest accrues daily and is calculated from the date payment is due to the date of payment in full and payments will be credited to interest first.

5 Delivery

- (a) The Company must deliver the Products to the Shipping Address and may deliver the Products in any number of installments.
- (b) The Customer acknowledges that delivery times given by the Company are estimates only and that the Company is not liable for:
 - (i) Any late or non-delivery of the Products or any loss or damage to any installment of the Products whether or not the Company is legally responsible for the party who caused or contributed to that loss or damage
 - (ii) Any loss (including consequential loss), damage or delay suffered by the Customer or any third party arising from any late or non-delivery of, or loss or damage to any installment of the Products.

6 Passing of risk

- (a) The risk of loss or damage to the Products passes to the Customer when the Products are delivered to the Shipping Address.
- (b) The Customer must insure all Products that are at the Customer's risk.

7 Retention of title

- (a) Despite clause 6(a), title to the Products will not pass to the Customer until all amounts owed by the Customer to the Company are paid in full. Until that time:
 - (i) The Company:
 - (1) May at anytime, repossess the Products from any premises and will not be liable for trespass or any resulting damage
 - (2) May keep or resell any Products repossessed under clause 7(a) (i)
 - (ii) The Customer:
 - (1) Must not claim any lien over the Products
 - (2) Is a bailee of the Products and owes the Company the duties and liabilities of a bailee
 - (3) Must not supply any of the Products to any party outside of its usual or ordinary course of business or allow any party to acquire any security interest in the Products
 - (4) Must properly store and insure the Products.
- (b) Despite clause 7(a), if the Customer sells the Products or anything that incorporates any of the Products before paying the Company in full, then the Customer must:
 - (i) Hold the proceeds of sale representing the price of the Products on trust for the Company as soon as they are received
 - (ii) Either pays the amount of the proceeds referred to in clause 7(b) (i) to the Company as soon as they are received or pay those proceeds into a separate identifiable account as trustee for the Company and pay the Company upon request.

8 Cancellation



9 Return

- (a) The Customer cannot return:
 - (i) Any machined, cut or non-standard Products under any circumstances
 - (ii) Any other Products unless expressly stated in writing by the Company.
- (b) If the Customer returns any Products, it may have to pay the Company a restocking fee of 20% (of the value of the Products) or \$5.00 (greater of) surcharge per line item to the Company.
- (c) If the Customer returns any Products — they must be accompanied with a company credit request form.

10 Acceptances

- (a) The Customer must notify the Company within fourteen days of delivery of the Products of any allegation that any Products are not in accordance with the original Order.
- (b) Unless the Customer notifies the Company as set out in clause 10(a) the Customer must accept and pay for the products.

11 Default by customer

- (a) The Customer is in default under an Order if it:
 - (i) Does not pay the Company in full for the Products in the time specified in clause 4(a)
 - (ii) Has its property seized under any distress or execution
 - (iii) Enters into a scheme or arrangement with creditors
 - (iv) Stops payment of or is unable to pay its debts when they fall due
 - (v) Is placed under any form of insolvency or bankruptcy administration.
- (b) If the Customer is in default under clause 11(a), the Company:
 - (i) Is released from its outstanding obligations to the Customer under any Order and has no liability to the Customer arising out of any Order by
 - (ii) Can recover damages from the Customer for the price of the Products, interest payable under clause 4(b), charges or expenses incurred the Company as a consequence of the Customer's default and any other costs
 - (iii) Repossess the Products under clause 7(a) (i).

12 Liabilities and indemnities

- (a) The Customer acknowledges that the Company:
 - (i) Supplies the Products in accordance with the specifications given by the Customer and does not warrant that the products are suitable for the use intended by the Customer
 - (ii) Relies on specifications provided by the manufacturer of the Products and does not warrant that the products will comply with those specifications
 - (iii) Is not liable for any advice or recommendation given by the Company, its employees, servants or agents or any other party in relation to the suitability of the Products for any particular use and the Customer relies on such advice at its own risk.
- (b) The Customer:
 - (i) Must satisfy itself that the Products are suitable for any purpose for which the Customer intends to use or resupply them.
 - (ii) Indemnifies the Company on a continuing and full indemnity basis in relation to any loss (including consequential loss) caused by the Products suffered by any person including a third party who has acquired Products from the Customer.
- (c) Subject to clause 12(d) and except as expressly provided to the contrary in an order:
 - (i) All conditions, warranties, undertakings, inducements and representations whether expressed, implied, statutory or otherwise relating in any way to any Products sold under an Order are excluded
 - (ii) The Company is not liable to the Customer for any loss (including consequential loss) or damage caused by:
 - (1) The Products
 - (2) Any failure or omission by the Company to comply with its obligations
 - (3) Any failure of the Products to comply with the manufacturer's specifications or meet the needs of the Customer.
- (d) Nothing in these conditions will change any condition, warranty or liability that may be implied by any Australian legislation or regulation where to do so is illegal or would render any provision of an Order void. In those cases, the Company's liability will be limited at the option of the Company to any one or more of the following:
 - (i) Replacement of the Products or the supply of equivalent Products
 - (ii) Repair of the Products
 - (iii) Payment of the cost of replacing or repairing the Products or of acquiring equivalent Products
- (e) Title to any Products and any defective or replaced parts of the Products will revert to the Company upon the replacement or repair of the Products.

13 General

- (a) These conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.
- (b) Any of these conditions held to be prohibited, invalid or unenforceable in any jurisdiction is ineffective to the extent of the prohibition, invalidity or unenforceability as to that jurisdiction without invalidating the rest of these conditions and will not affect the validity or unenforceability of that provision in any other jurisdiction.