



CHEMVULC INDUSTRIAL AUSTRALIA Pty Ltd

A.B.N: 17 136 874 916

P.O Box 303 KURRAJONG NSW 2758

PH: + 61 2 4587 9888: Accounts Dept.

Email: sales@chemvulcind.com.au

ACCOUNT APPLICATION FORM

TYPE OF BUSINESS ENTITY: Company Partnership Trust Sole trader

TRADING NAME: _____

NAME OF COMPANY OR TRUSTEE (If Applicable): _____

AUSTRALIAN BUSINESS NUMBER: (If Applicable): _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

CONTACT DETAILS:

NAME: _____

PHONE: _____ FAX: _____ MOBILE: _____

EMAIL: _____

NAMES / ADDRESSES OF DIRECTORS/PARTNERS/ SOLE TRADER:

1. _____

2. _____

3. _____

TRADE REFERENCES:

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

3. Name: _____ Phone: _____

ESTIMATED MONTHLY CREDIT REQUIRED: \$ _____

I/We do hereby

1. Certify that the information detailed above is true and that I/we am/are authorized by my/our company/firm to sign this application, to accept your Credit Terms, and to grant permission to your organization to refer to this application to my/our Banker and the above Trade References.
2. Agree that Credit Facilities may be withdrawn at any time without prior notice.
3. Agree that your Trading Terms are Nett 30 days which means that invoices will be paid within 30days of End of Month unless otherwise notified.
4. Agree that the Title to any Goods sold to the Purchaser does not pass to the Purchaser until cleared payment in full has been received by the Chemvulc Industrial Australia Pty Ltd.
5. Declare that, unless otherwise stated in this application, the subject business is not structured on a Trusteeship involving discretionary, unit or family trusts.
6. Agree that this Application also constitutes an Agreement between Parties.

SIGNED: _____ PRINT NAME PLEASE: _____

DATED: _____ TITLE: _____

PLEASE EMAIL BACK TO: sales@chemvulcind.com.au

Trading Terms and Conditions

Chemvulc Industrial Australia Pty Ltd (ABN 17 136 874 916) takes pride in the quality of its products and its services to customers. Customers are requested to inform CIA if an order is incorrectly delivered or if there is dissatisfaction with the goods. These Trading Terms and Conditions ("Terms") are current for trading with CIA at the time of issue, however the Terms may be varied by CIA from time to time.

1. Definitions:

"Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to CIA arising out of the sale of the Goods.

"Customer" means the person to or for whom the Goods are supplied by CIA.

"Goods" means the goods sold to the Customer by CIA.

"List Price" means that price in force on the date of receipt of Customer's order by CIA.

"CIA" means Chemvulc Industrial Australia Pty Ltd (ACN 17 136 874 916).

"Purchase Price" means the List Price of the Goods or such other price as may be agreed by CIA and the Customer prior to delivery of the Goods.

2. Order for Goods:

An order given to CIA is binding on CIA and the Customer if:
written acceptance is signed by or on behalf of CIA; or
the Goods are supplied by CIA in accordance with the order.

An acceptance of the order by CIA is then to be an acceptance of these conditions of sale by CIA and the Customer and these Terms will override any conditions contained in the Customer's order. CIA reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on CIA until accepted by it.

An order which has been accepted in whole or in part by CIA cannot be cancelled by the Customer without obtaining the prior written approval of CIA, which it may refuse in its absolute discretion.

3. Prices:

The Customer must pay the Purchase Price and the Additional Charges, unless otherwise agreed in writing, to CIA.

4. Retention of Title:

4.1: Goods are supplied only on the condition that they remain the property of CIA until payment is made in full of the Purchase Price and any interest owed thereon.

In addition to any other rights that CIA may have, and in the event that:

payment for goods not made upon due date, or

prior to payment in full, the Customer is bankrupt, becomes insolvent or a receiver or trustee is appointed over the Customer's property or the Customer makes a general assignment for the benefit of its creditors or a voluntary or involuntary petition under any bankruptcy laws is filed with respect to the Customer, then CIA or its authorized representative may enter upon the premises of the Customer with or without notice and retake possession of any Goods in respect of which title has not at that date passed to the Customer.

If the Goods cannot be distinguished from similar Goods which the Customer claims to have paid for in full, CIA may in its absolute discretion seize all goods matching the description of the Goods and hold same for reasonable period so that the respective claims of CIA and the Customer can be ascertained. CIA must promptly return to the Customer any goods the property of the Customer and CIA is in no way liable or responsible for any loss or damage to Goods or for any loss or destruction to the Customer's business howsoever arising from the seizure of the Goods.

In the event that the Customer sells the Goods prior to payment in full, then the Customer must hold the proceeds of such sale in trust for CIA. The Customer will pay CIA such funds held in trust upon demand of CIA.

5. Personal Property and Securities Act 2009 ("PPSA"):

5.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

5.2 CIA and the Customer acknowledge that these Terms constitute a Security Agreement and give rise to a Purchase Money Security Interest (PMSI) in favour of CIA over the Goods supplied or to be supplied to Customer as Grantor pursuant to these Terms.

5.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by Customer pursuant to these Terms.

5.4 CIA and Customer acknowledge that CIA, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to Customer, as Grantor, under these Terms on the PPSA Register as Collateral.

5.5 Customer waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by Customer, as Grantor, to CIA.

5.6 Customer agrees to indemnify CIA on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

a. registration or amendment or discharge of any Financing Statement registered by or on behalf of CIA; and

b. enforcement or attempted enforcement of any Security Interest granted to CIA by Customer.

5.7 The Customer agrees:

a. that, to the extent permitted at law, nothing in sections 130 to 143 of the PPSA will apply to these Terms or the Security under these Terms.

b. to waive its right to do any of the following under the PPSA:

i. receive notice of removal of an Accession under section 95;

ii. receive notice of an intention to seize Collateral under section 123;

iii. receive notice of disposal of Collateral under section 130;

iv. receive a Statement of Account if there is no disposal under section 130(4);

v. receive notice of retention of Collateral under section 135;

vi. redeem the Collateral under section 142;

vii. reinstate the Security Agreement under section 143;

viii. object to the purchase of the Collateral by the Secured Party under section 129; and

ix. Receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

6. Delivery:

6.1 Delivery will be as specified on the Form overleaf. The terms used mean:

"ex-works": Customer or his carrier takes delivery of Goods and risk passes to the Customer at CIA's warehouse;

"FOB"/"FOR"/"FOT": Delivery by CIA to the specified mode of transport. Risk passes to the Customer when the Goods are loaded on to the transport and transport is at the Customers expense;

"CIF": Goods are delivered to the Customer's nominated delivery place at CIA expense and risk passes to the Customer at the time of unloading at the delivery address;

"F & F": Goods are freighted to Customer at CIA expense but are at Customer's risk from the time of loading on to the relevant transport.

"FIS": Goods are delivered into the Customer's store at CIA expense and risk passes to the Customer at the entry point to the Customer's store.

6.2 Where none of the terms referred to in Clause 5.1 are specified on the Form overleaf, risk shall be deemed to pass on delivery of the Goods to the Customer's premises.

6.3 The times quoted for delivery are estimates only and CIA accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of CIA.

6.4 To the extent permitted by law, if the Customer cancels its order at any time prior to delivery but before the Goods are ready for dispatch, CIA reserves the right to invoice the Customer for all expenses involved in the preparation of the order.

7. Payment:

7.1 Providing that credit terms have been approved in writing by CIA, payment is required prior to the end of the calendar month following that in which the invoice is raised.

7.2 If the Customer is in default, CIA may at its option, withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

7.3 If credit terms have not been approved payment is required by cash on delivery.

7.4 Interest shall be charged upon amounts outstanding after the due date for payment, at the rate of 15% per annum calculated on a daily basis until the date of payment is received by CIA.

7.5 All amounts payable by Customer under these Terms must be paid without set-off or counterclaim of any kind.

8. Returns:

8.1 Except where there is a breach of a consumer guarantee and subject to the Australian Consumer Law;

a. Goods for credit must be returned to the point of dispatch at the Customer's expense within twenty-one days of invoice date. Invoice number and date must be quoted and the Goods must be in their original condition, no allowance being made for wear and tear;

b. no credit shall be issued for Goods returned in excess of twenty-one days from the date of original invoice or for Goods supplied specially to Customer's requirements.

9. Warranties & Conditions:

9.1 CIA's liability in respect of a breach of a consumer guarantee for any Goods not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at CIA's option;

a. In relation to the Goods:

i. the replacement of the products or the supply of equivalent products;

ii. the repair of the products;

iii. the payment of the cost of replacing the products or of acquiring equivalent products; or

iv. the payment of the cost of having the products repaired.

b. in relation to the services:

i. the supply of the services again; or

ii. the payment of the cost of having the services supplied again.

9.2 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and CIA is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

a. any increased costs or expenses;

b. any loss of profit, revenue, business, contracts or anticipated savings;

c. any loss or expense resulting from a claim by a third party; or

d. any special, indirect or consequential loss or damage of any nature whatsoever caused by CIA's failure to complete or delay in completing the order to deliver the Goods or by CIA's breach of any of the provisions in these Trading Terms and Conditions.

9.3 Any claims to be made against CIA for short delivery of Goods must be lodged with CIA in writing within 14 days of the delivery date, unless agreed to by the parties otherwise.

9.4 To the full extent permitted by law, the Customer will indemnify CIA and keep CIA indemnified from and against any claims made against CIA in respect of any loss, damage, death or injury arising directly or indirectly from or in connection with the contract formed pursuant to these Terms and the Customer further agrees to indemnify CIA against all losses and expenses which CIA may sustain as a result of any breach, act or omission arising directly or indirectly from or in connection with any breach of these Terms by the Customer or its representatives.

10. Governing Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the law in effect in New South Wales and the parties here to accept the jurisdiction of the Courts of New South Wales in relation to any dispute between them and in so far as the Vienna Convention for the International Sale of Goods might otherwise govern the terms of sale, its application to these Terms is excluded.

11. General:

Any conditions found to be void, unenforceable, or illegal may, to that extent be severed from these terms and conditions. These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties. No waiver of any of these Terms or failure to exercise a right or remedy by CIA will be considered to imply or constitute a further waiver by CIA or the same or any other term, conditions, right or remedy.

WE AGREE TO ABIDE BY YOUR TRADING TERMS AND CONDITIONS

NAME: _____

DIRECTOR: _____

Residential ADDRESS: _____

SIGNATURE: _____

DATE: _____