



APPLICATION FOR A CREDIT ACCOUNT

PLEASE PRINT CLEARLY

1. Full Trading Name of Applicant:
2. If a Company, Name and ABN, or if a Business, Name and ARBN:
.....
3. If a Company, Date of Incorporation:
Paid up capital:
4. If other legal entity - please specify:
5. Trading Address:
6. Postal Address:State.....Post Code.....
7. Tel: Bus. ()..... Fax ()
- Tel: Mob. ()
8. Full Names and Residential Addresses of: (please tick as applicable)

Sole Trader Partners Company Directors Business Name Owners

.....
(Name/Address) Telephone No.

.....
(Name/Address) Telephone No.

9. General Information
 - a) Expected monthly purchases: \$
 - b) Accountant/Auditor:
 - c) Bankers Branch
 - d) Sales Tax Exemption No:
 - e) Nature of Business:
 - f) How long established: years.
No. of years operated by applicant:
 - g) Business premises: Owned Rented Leased (tick as applicable)
 - h) Is the business presently solvent?.....
 - i) Are bank overdraft facility readily available?
.....
 - j) Present bank overdraft limit?
.....

.....
Initials of signatory

10. Trade References (Referees should be in a position to speak for a credit figure comparable with that stated above. At least two references should be major suppliers to the business.)

i)
Name Tel No./Fax No.

.....
Address

ii)
Name Tel No./Fax No.

.....
Address

iii)
Name Tel No./Fax No.

.....
Address

11. Are there other business activities / interests the applicant is associated with?

Details:

12. Contact: (for account queries)

()

.....
Name

.....
Telephone Number

13. The applicant acknowledges that if a credit account is supplied the following terms and conditions will apply:

- i. All goods and services supplied are subject to and in accordance with our Terms and Conditions of Sale which form part of this application and are hereby acknowledged.
- ii. An approved Credit Account will be subject to a Credit Limit.
- iii. An overdue account fee or interest will be charged on all overdue accounts in accordance with the Terms and Conditions of Sale as contained within this application.
- iv. Any Credit Account if overdue may be withdrawn without notice.
- v. Balance Sheets, profit and loss accounts and bank statements will be supplied if required.
- vi. The Seller will be notified immediately in writing of any change in respect of ownership, legal entity or address.
- vii. That the granting of any credit account will be subject to the execution of the accompanying personal guarantee by guarantors acceptable to the seller.

14. I/We certify that I/we are authorised to make his application and that the information given above and herein is true and correct and agree unconditionally to be bound by the terms and conditions herein and undertake to supply further details as required in establishing my/our credentials.

.....
Initials of signatory

15. I/We acknowledge that the seller has informed me/us in accordance with s18E (8) (c) of the Privacy Act, 1988 that certain types of personal information about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency.
16. I/We hereby request (seller) to extend to the applicant credit terms in accordance with all of the above.

.....
Witness to Signature Date

.....
Authorised Signature of Applicant

.....
Please print full name

.....
Please print full name

.....
Position with Applicant

TERMS AND CONDITIONS OF SALE (Effective from 30-6-87)

1. Interpretation

In these conditions the following are defined as follows:

"Seller" means ASP Healthcare Pty Limited.

"Customer" means the company or person mentioned on the face of the invoice as the customer.

"The Goods" means the goods described on the face of the invoice.

2. Sale

- a) The customer agrees to purchase the goods from the seller upon the terms and subject to the conditions detailed below.
- b) Any order placed by the customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the customer's order or acceptance unless expressly agreed to by the seller in writing.

3. Description

The description of the goods has been given by way of identification only and the use of such description does not constitute this contract to be a sale by description.

4. Specification

- a) All drawings, catalogues, printed matter etc provided by the seller to the customer whether before or after the sale of the goods are for information purposes only and the weights, measurements, ratings, colours, capacities or other particulars of the goods are stated in good faith but any inaccuracies shall not render this agreement void or vitiate this agreement nor form the basis of any claim against the seller nor justify rejection of the goods.
- b) Any statements, representations, inducements or conversations not embodied in this agreement are expressly excluded from the terms of the agreement between the customer and the seller.

5. Price

Unless otherwise specified by the seller the price on the face of the invoice is:

- a) Ex factory within Sydney Metropolitan area.
- b) Free on board (F.O.B) for all other destinations.

6. Taxes and Duties

The price for goods has been calculated not having regard to the Australian and State taxes, duties, levies and impositions in force as at the date of this agreement. Any application or variation in such taxes shall, to the extent that they affect the cost of supplying the goods, be passed on to the customer.

7. Price Review

The price for the goods is based on the current cost to the seller of production, delivery and quantities ordered or to be ordered by the customer. Any increase in cost to the seller resulting from increase in the cost of production, delivery or quantity variation will be to the customer's account.

8. Delivery

- a) For delivery within Sydney Metropolitan area, the seller will deliver the goods to the customer's premises as hereinbefore stated.
- b) All delivery dates quoted are estimates only and the seller shall not be liable for failure to deliver; delay in delivery or any damage or deterioration suffered by the goods arising from any cause whatsoever beyond the seller's control.
- c) The seller reserves the right to deliver by instalments and each instalment shall be deemed to be sold under a separate contract. Any failure of the seller to deliver an instalment shall not entitle the customer to rescind or repudiate the contract, nor claim compensation for such delay or non delivery.
- d) The seller reserves the right to supply the quantity ordered with a margin of 5% for over or under supply.

9. Payment

- a) The seller shall be entitled to present an invoice in respect of and upon delivery of the goods or any part thereof. Where delivery of the goods or any part thereof is delayed at the customer's request, the seller may at its option present an invoice at any time in respect of all goods notwithstanding any partial or delayed delivery. Furthermore, the seller may charge for storage of product where the customer has requested a delay in delivery.
- b) The terms of payments are net cash upon presentation of the invoice unless otherwise stated on a particular invoice. A variation of terms on one invoice shall not be a variation of terms for any other invoice.
- c) The customer will pay interest and service charges on overdue amounts at a rate of 2% per month of the unpaid balance of invoice from time to time (or such lesser maximum amount imposed by law) unless otherwise advised by the seller on or before the issue of any invoice.
- d) The seller reserves the right without limiting any other remedy it may have either to terminate this agreement or to require cash payment to be received by the seller prior to delivery if the customer fails to pay any invoice of the seller on the due date or if in the seller's absolute and uncontrolled discretion the customer's financial status is or becomes unsatisfactory to the seller.

10. Claims and Cancellations

- a) Claims for shortages or defects are to be made within 7 days of delivery. Merchandise is to be returned only upon written authority of the seller and adequately packed for transport. The seller accepts no responsibility for merchandise returned without such authority.
- b) Accepted orders cannot be cancelled except with the seller's written consent and upon such terms as will indemnify the seller against loss.

11. Technical Advice

The customer acknowledges that the seller is not placing itself in the position of an expert. The seller assumes no liability (whether for negligence or otherwise) for any technical advice or assistance given or the results obtained from such technical advice and assistance and any such advice and assistance is given and accepted at the customer's risk. The customer accepts entire responsibility for the consequences of any instructions given by it and carried out by the seller.

12. Liabilities

- a) Certain legislation (including the Trade Practices Act, 1974 as amended) has the effect of giving the consumer (as defined in the Act) certain rights which cannot be excluded, restricted or modified by agreement. The provisions of this agreement are subject to such legislation to the extent that it may be applicable and nothing in this agreement shall have the effect of excluding, restricting or modifying such rights.
- b) Subject to the rights so conferred on the customer and the restrictions so imposed upon the seller:
 - i. Representations and agreements not expressly contained in these terms and conditions or incorporated in these terms and conditions by reference shall not be binding upon the seller as conditions, warranties or otherwise.
 - ii. All conditions, warranties and representations on the part of the seller whether express or implied, statutory or otherwise, whether collateral or antecedent or otherwise expressly excluded.
 - iii. All documents incorporated by reference constitute the whole agreement between the parties with respect to the subject matter hereof and any modification to these terms and conditions shall be in writing and shall be signed by both parties.
 - iv. The seller shall be under no liability to the customer for any loss or damage to persons or property or death or injury caused by any act or omission by the seller, its servants or agents or any other person in any way related to or arising out of the supply or non supply or performance or non performance of any thing or any service provided for or contemplated by or in pursuance of these terms and conditions (including negligent acts or omissions).
 - v. Without in any way limiting the generality of the foregoing the seller shall not be liable for any defect in the goods.
 - vi. The seller will not be liable for defects due to inherent faults in materials specified or used.
 - vii. The customer hereby agrees to indemnify the seller against any claims made against the seller by any third party in respect of any loss, damage, death, injury, defect or breach.
 - viii. The seller retains all design, patent and copyright in the goods and/or drawing and/or design and/or prototype and/or tooling and/or products designed and/or manufactured by the seller in connection with the goods. The customer warrants that they make no claim for patent, design and/or copyright or other trade registrations in relation to the goods.
- c) Subject to legislative requirements should the seller be liable for breach the seller's liability for such breach should be limited to:
 - (1) In the case of goods, any one of the following as determined by the seller:
 - i) The replacement of the goods or supply of equivalent goods, or the repair of goods, or
 - ii) The payment of the cost of replacing goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.
 - (2) In the case of the services, any one of the following as determined by the seller:
 - i) The supplying of the services again.
 - ii) The payment of the cost of having the services supplied again.
 - (3) The seller shall not be liable for any faults occurring during, from or subsequent upon post production processing, assembly or installation.
 - (4) The seller shall not be liable for consequential loss or damage.
- d) The customer shall inspect the goods immediately upon delivery thereof and shall within 7 days of delivery notify the seller in writing of any matter or thing by reason of which the customer may allege that such goods are not in accordance with these terms and conditions. If the customer fails to give such notice the goods delivered shall be deemed to be in all respect in accordance with this agreement and the customer shall be bound to accept and pay for the goods accordingly.

13. Fitness

Should the customer have either expressly or by imputation made known to the seller or the person by whom antecedent negotiations were conducted any particular purpose for which the goods are being acquired, the customer acknowledges that he has not relied, nor would it have been reasonable for him to have relied on the skill or judgement of the seller when deciding whether the goods were reasonably fit for that purpose.

14. Ownership and Risk

- a) Legal and equitable ownership, property and title in any goods sold to the customer shall remain with the seller until the customer has paid for the goods and if paid for by cheque, the cheque is cleared. If the goods are not paid for in accordance with these terms and conditions the seller may retake possession of all the goods for which payment has not been made and for this purpose may enter upon the customer's premises within business hours and without notice and permanently retain or resell the goods of which it has retaken possession. The customer shall bear the insurance risk in relation to the goods and shall keep them fully insured whilst they are in possession of the customer and remain the property of the seller.
- b) All risk in the goods shall pass on delivery. Should the goods be lost or damaged after delivery and prior to payment, the customer shall indemnify the seller for such loss or damage.
- c) Moulds and tooling made by the seller specifically at the request of the customer shall be charged to the customer at actual cost. Title in the moulds and tooling will remain with the customer. The seller shall be entitled to possession of the moulds and tooling until all amounts owing to the seller by the customer have been paid.
- d) Mould and tool maintenance and insurance shall be at the customer's expense.

15. Patents and Trade Marks

The seller makes no representation or warranty of any kind expressed or implied that the goods sold under this agreement or the use of such goods or articles made there from either alone or in conjunction with other substances will not infringe any patent or trade mark rights. The customer will forthwith notify the seller of any claim or suit involving the customer in which such infringement is alleged and if the seller considers itself to be affected it shall be entitled to control the defence and compromise of any such allegation or infringement.

16. Subcontracting

The seller may in its discretion and without notification to the customer subcontract the whole or any part of the production of the goods and services.

17. Default

In the event of the customer's default under these terms and conditions the customer shall pay to the seller on demand all costs including and without limitation all legal costs (on a solicitor and client basis), all mercantile agent's fees incurred by the seller in recovering or attempting to recover all amounts outstanding and payable under these terms and conditions and any dishonour or bank fees incurred relating to payments made by the customer from time to time.

18. Exclusion Of All Other Terms and Conditions

Subject to clause 12, these terms and conditions comprise all the terms and conditions upon which the goods are sold to the customer and the services provided and no other terms and conditions shall have any operation or be given any effect whatsoever whether included upon the customer's order for the goods or otherwise.



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St Marys NSW 1790

PERSONAL GUARANTEE

In consideration of ASP HEALTHCARE PTY. LTD. “the seller” agreeing to supply “the customer”

.....

..... with goods and services on credit, I/We

1. of (address)

.....

2. of (address)

.....

(the guarantor) do hereby (jointly and severally in the case of one or more guarantors) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the seller by the customer under the seller’s terms and conditions of sale. And I/We further covenant and agree with the seller as follows:

- a) That this guarantee shall be a continuing guarantee and shall remain in full force and effect and the guarantor shall remain liable hereunder notwithstanding the granting by the seller of time, credit or any other indulgence or concession to the customer or the guarantor or the waiver by the seller of any breach by the customer of its obligations to the seller or the liquidation of the customer or the bankruptcy or death of the guarantor or the liability of the customer ceasing or becoming extinguished for any reason.
- b) To make due and punctual payments to the seller upon demand being made by notice or letter given to the guarantor and such demand or notice shall be deemed to be truly made or given if the same shall be in writing, left at or sent by pre-paid post to the address of the guarantor as set out above.
- c) To be answerable and responsible to the seller for any legal costs (on a solicitor and client basis) in preparation, exercise or attempted exercise of the seller’s rights under this guarantee or the recovery of any amounts owing.
- d) In order to give effect to this guarantee I/We declare that the seller shall be at liberty to act as though I were the principal debtor and I hereby waive all and any of my rights as surety which may at any time be inconsistent with any of the above positions.
- e) This guarantee shall be revocable at any time as to future transactions by one month’s notice in writing given to the seller by me or in the case of death by my personal representative.
- f) When this guarantee is given by more than one guarantor, the obligations on the part of the guarantor contained in this guarantee take effect as joint and several obligations and references to the guarantor take effect as references to those persons or any of them. None of them will be released from liability under this guarantee by reason of any other guarantor not executing this guarantee or this guarantee ceasing to be binding on any other guarantor and the release by the seller of any guarantor from this guarantee will not effect the liability of the other guarantors
- g) This guarantee is to be construed according to the laws of New South Wales.
- h) I understand the nature and effect of this guarantee and I/We have had the opportunity of obtaining legal advice before signing this guarantee.

1.

.....
Authorised Signature of Applicant Date Witness to Signature Date

.....
Please print full name

.....
Please print full name

2.

.....
Authorised Signature of Applicant Date Witness to Signature Date

.....
Please print full name

.....