



iAutomation.

ABN 46 115 442 781

20 Miles Street
Mulgrave, VIC 3170
Australia
Ph +613 9560 1933
Fax +613 9560 9100
rhonda@iautomation.com.au

APPLICATION FOR A CREDIT ACCOUNT

Please print clearly

PARTICULARS OF APPLICANT

TRADING NAMES:

NATURE OF BUSINESS:

NAME OF APPLICANT / COMPANY NAME:

A.B.N. No:

Please tick one:

PUBLIC COY. PRIVATE COY. P/SHIP SOLE TRADER TRUST

APPLICANT IS SUBSIDIARY / DIVISION OF: YEARS ESTABLISHED

DELIVERY ADDRESS: POSTCODE

POSTAL ADDRESS: POSTCODE

PHONE: FAX NO:

WEBSITE: EMAIL:

ACCOUNT CONTACT: TEL NO:

PURCHASING CONTACT: TEL NO:

ACCOUNTANT / AUDITOR:

ADDRESS:

TEL NO: EMAIL:

DIRECTOR NAME & ADDRESS

DIRECTOR NAME & ADDRESS

.....
.....
.....

iAutomation Pty Limited.

A.B.N. 46 115 442 781

Tel: +613 9560 1933

Fax: +613 9560 9100

BANK BRANCH

MAXIMUM CREDIT REQUESTED: \$ per month

Trade References: Note three references must be supplied before this application will be considered.

- 1.Fax#
- 2.Fax#
- 3.Fax#

PART 2: TERMS AND CONDITIONS OF SALE

1.0 GENERAL

- 1.1 These terms and conditions refer to any company within the iAutomation Pty Limited ("iAutomation") group. These apply to the sale by iAutomation of all products and, where a quotation is made by iAutomation they shall form part of that quotation.
- 1.2 No variation or cancellation of any of these terms or conditions shall bind iAutomation unless agreed to be iAutomation in writing.
- 1.3 If there is any inconsistency between these terms and conditions and the terms and conditions of any particular offer or communication by or from the purchaser, these terms and conditions shall prevail to the extent of the inconsistency, unless iAutomation agrees in writing.

2.0 TERMS OF PAYMENT

- 2.1 The extension of credit to the purchaser and the terms upon which it is provided shall be at the absolute discretion of iAutomation at all times and iAutomation retains the right to withdraw credit facilities at any time prior to delivery of products. Subject to the foregoing, and unless otherwise stated in writing by iAutomation, the terms of payment shall be net cash in full within 30 days of the end of the month of date of invoice.
- 2.2 Accounts that fall overdue shall be charged interest from the day such accounts become overdue until paid, at a rate that is 2% above the on-going interest on a 90-day bank bill set by our bankers.

3.1 PRICES

All prices and price lists are subject to change without notice and iAutomation accepts all orders on the condition that they will be invoiced at the prices ruling iAutomation at the date of dispatch.

4.1 GST, DUTIES AND OTHER CHARGES

GST and other Government charges, when applicable, will be added to the invoice and deemed part of the purchase price.

5.0 DELIVERIES AND RISK

- 5.1 All quoted delivery or consignment dates are estimates only and iAutomation has no obligation to meet such dates and iAutomation shall in no event be liable to purchaser by reason of delays in delivery caused by any reason whatsoever.
- 5.2 The purchaser shall use its own carrier, delivery of products shall be ex-iAutomation's store and purchaser shall pay freight and insurance costs ex-iAutomation's store, unless otherwise specifically agreed to between iAutomation and the purchaser that goods be delivered FIS.
- 5.3 All products shall be at purchasers risk immediately ex-iAutomation's store.

6.0 TITLE TO PRODUCTS

- 6.1 Notwithstanding paragraph 5, iAutomation shall retain title to all products ("Goods") supplied by it to purchaser until it has received payment in full of all sums due in connection with the supply of all Goods by iAutomation to the purchaser at any time. In the case of payment by cheque, bill of exchange, or note, title shall not pass to the purchaser until the same is honoured.
- 6.2 The purchaser shall store all Goods in such a way that they are clearly identifiable as iAutomation property, and shall maintain and allow iAutomation to inspect all records relating to the goods.
- 6.3 If payment for any goods is overdue, iAutomation is entitled, without prejudice to any of its other rights and remedies, to repossess Goods and to enter into any premises upon which goods are stored, without notice, for this purpose.
- 6.4 Until such time as iAutomation receives payment in full for any Goods, if the purchaser sells or receives payment from a customer or insurer in respect of Goods, the proceeds of any such sale or disposition and any insurance proceeds (or claim thereto) shall be held by the purchaser on trust for iAutomation and paid into a separate bank account which shall not be overdrawn or otherwise dealt with, without iAutomation's prior written consent.
- 6.5 Nothing in paragraphs 6.1 to 6.4 inclusive shall affect iAutomation's rights as an unpaid seller.

7.0 PRODUCTS RETURNED FOR CREDIT

- 7.1 No products will be accepted for credit without the prior consent of iAutomation. A Goods Return Authorisation ("GRA") number must be obtained before sending back any goods. The GRA does not in any way indicate that a Credit Note will be issued. Returned products must be delivered to iAutomation within 7 days of their receipt by the purchaser, at the expense of the purchaser, in good order and condition, unused and in the original packaging, accompanied by a dispatch note stating the original invoice number, date of supply, reason for return and iAutomation's GRA number. Except where products have been wrongly supplied or oversupplied, a charge as determined by iAutomation will be made. Without limiting the foregoing, a restocking charge of 20% of the original net invoice price may apply together with the cost of restoring the relevant products so that they are, in the opinion of iAutomation, in a saleable condition.
- 7.2 No product made specifically to customer's requirements or that are in iAutomation's opinion superseded or special may be returned for credit unless not to specifications or otherwise not in accordance with an expenses or implied term of the contract of sale.

8.1 PRODUCT SPECIFICATION

iAutomation reserves the right to discontinue products and to modify designs and change specifications of any of its products included in its price list without incurring any obligation to the purchaser

9.1 LIMITATION OF LIABILITY

Nothing in these terms and conditions should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Australian Consumer Law or the purchaser's right to make a claim in respect of any Consumer Guarantees or under any other provision of the Australian Consumer Law.

If the purchaser is a Consumer and the Goods are Non PDH Goods, then iAutomation's liability to the purchaser in relation to any claim relating to the goods is limited at iAutomation's option to:

1. the replacement of the Goods;
2. the supply of equivalent Goods;
3. the repair of the goods;
4. the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
5. the payment of the cost of having the Goods repaired.

If the purchaser is not a Consumer, then to the extent permitted by law, iAutomation excludes all liability for any loss incurred by the purchaser, including consequential loss, indirect loss, loss of revenue, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain, lost opportunities, including opportunities to enter into arrangements with third parties, loss of use, cost of capital or costs of substitute goods, facilities or services. The clause applies even if iAutomation knew or ought to have known that it was possible or foreseeable that the purchaser would incur such loss.

For the purpose of the clause 9:

“Consumer” has the meaning provided to it in section 3 of the Australian Consumer Law:

“Non PDH Goods” means any goods which are not PDH Goods; and

“PDH Goods” means any goods which, for the purposes of section 3(1) of the Australian Consumer Law, are goods of a kind ordinarily acquired for personal, domestic or household use of consumption.

10.1 PPSA

Words and expressions used in these terms and conditions, which are not expressly defined in these terms and conditions but which have a defined meaning in the *Personal Property Securities Act 2009* (Cth) (PPSA), have the same meanings in these terms and conditions as in the PPSA.

10.2 The purchaser acknowledges that:

1. these terms and conditions create a registrable security interest under the PPSA in the Goods and the proceeds of those Goods and that it has not agreed to postpone the time for attachment of that security interest;
2. the security interest created by these terms and conditions attaches to the Goods and the proceeds of the Goods in accordance with the PPSA;
3. value has been given for the creation of the security interest;
4. iAutomation is not obliged to act in any way to dispose of or to retain any Goods which have been seized by iAutomation; and
5. where iAutomation has other enforcement rights in addition to the enforcement rights provided for in the PPSA, those other enforcements rights will continue to apply.

10.3 The purchaser;

1. at iAutomation’s request, must promptly execute any documents and do anything required (including to register any security interest on the PPS Register) to ensure that: a) any security interest created under these terms and conditions is perfected and remains continuously perfected; b) iAutomation’s priority position is preserved or secured; and c) any defect in the security interest, including its registration, is overcome;
2. must indemnify, and on demand reimburse iAutomation for all expenses incurred in registering a financing statement or financing change statement on the PPS Register, and for the enforcement of any rights arising out of iAutomation’s security interest;
3. must not change its name, address or contact details without providing prior written notice to iAutomation.
4. must not register a financing change statement or a change demand without iAutomation’s prior written consent;
5. must not without iAutomation’s prior written consent, sell, lease, dispose of, create a security interest in, mortgage or part with possession of the Goods or any interest in them (or purport or attempt to purport to do any of those things) or permit any lien over the goods;
6. must notify iAutomation as soon as the purchaser becomes aware of any of the following; a) if any personal property which does not form part of the Goods becomes an accession to the Goods; or b) if any of the Goods owned by iAutomation is situated outside Australia or, on request by iAutomation of the present location or situation of the Goods:
7. must keep full and complete records of the Goods;
8. authorises iAutomation to apply any money iAutomation receives from the purchaser towards debts, charges and expenses (including legal costs incurred by iAutomation) in any priority iAutomation determines in its sole discretion for whatever reason, including in order to maintain the security interest in the Goods created by these terms and conditions; and
9. must immediately return the Goods if requested to do so by iAutomation following non payment of any amount owing by the purchaser to iAutomation or following breach of any other obligation of the purchaser to iAutomation.

10.4 To the extent that the PPSA permits, the purchaser waives it rights;

1. to receive a copy of any verification statement or financing change statement or a statement of account on the sale of the Goods;

2. to receive any notice required under the PPSA, including a notice that iAutomation intends to sell the Goods or to retain the Goods on enforcement of the security interest granted to iAutomation;
 3. to object to a proposal by iAutomation to retain the Goods in satisfaction of any obligation owed by the purchaser to iAutomation;
 4. to reinstate the security agreement by payment of any amounts owing or by remedy of any default where iAutomation has the right to dispose of or retain the Goods;
 5. where any Goods become an accession, to prevent iAutomation removing the Goods even if the removal will cause damage to the purchaser's property, to receive notice of removal of the accession and to apply to the court for an order concerning the removal of the accession under the PPSA; and
 6. under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 127, 128, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 137, 142 and 143 of the PPSA.
- 10.5 Subject to clause 10.6 neither iAutomation nor the purchaser may disclose any information or documents supplied by the other party that is not publically available, including:
1. information of a kind referred to in section 275(1) of the PPSA; or
 2. the existence or content of these terms and conditions.
- 10.6 iAutomation and the purchaser may only disclose information or documents:
1. where iAutomation is assigning, securitising, or enforcing or seeking to assign, securitise or enforce these terms and conditions or in a proceeding arising out of or in connection with these terms and conditions or to the extent that iAutomation considers disclosure necessary to protect iAutomations's interests:
 2. to its legal advisers and its consultants;
 3. with the prior written consent of the other party, which must not be unreasonable withheld; or
 4. as required by law, provided that the party required to make disclosure must give the other party reasonable prior notice of the proposed disclosure.
- 10.7 Clauses 10.5 and 10.6 survive the termination of these terms and conditions.
- 11.1 GOVERNING LAW
These terms and conditions shall be governed by, and construed in accordance with, the laws of the state of Victoria.

APPLICANT'S DECLARATION & COVENANTS

I / We are applicant (s):

- Warrant that information in the application form and attachments is true and correct.
- Indemnify iAutomation against any action, claim, loss or expense arising from provision of any incorrect or misleading information.
- Certify that I/we am/are solvent and able to pay our debts as and when they fall due and that Director/s, partner/s, guarantor/s or sole trader undersigned have not been are not bankrupt.
- Agree to abide by the Terms and Conditions of Sale as set forth in Part 2 of this application.

I/We agree that iAutomation may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988). If iAutomation considers it relevant to assessing my / our application for commercial credit, I / we agree to iAutomation obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by iAutomation.

I/we agree to iAutomation obtaining personal information about me/us from other credit providers (trade references), whose names I/we may have provided to iAutomation or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to iAutomation. (Section 18N(1)(b), Privacy Act 1988)

I/we agree that iAutomation may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us. (Section 18K (1)(h) Privacy Act 1988).

I/we understand that no agreement with respect to the provision of credit to us shall exist unless and until the Finance Department of iAutomation approves this application.

I/we also undertake to provide iAutomation with any other information that iAutomation may require in future in relation to this credit.

I/we understand and agree to abide by the terms of trade which are net cash in full **within 30 days of the end of the month of date of invoice.**

Applicant's Signature: Printed name:

Position:

Applicant's Signature: Printed name:

Position:

Witness' Signature: Printed name:

Date Signed:

PART 4: DIRECTORS PERSONAL GUARANTEE

In consideration of iAutomation granting credit and supplying goods and or services on credit to:

..... ("The Customer")

We,

Of

And of

Do hereby jointly and severally unconditionally guarantee the due performance by the customer of all obligations of the customer to iAutomation and specifically the payment of all monies whatsoever owing by the customer to iAutomation, such guarantee shall be a continuous guarantee and shall extend to cover all debts and monies owing now or in the future to iAutomation by the customer. Neither the existence of any legal disability nor the granting of any time, concession or indulgence to, nor the making or any composition with nor waiver of any breach or default by the customer nor the neglect or forbearance by iAutomation to enforce the terms of the credit agreement of those of this guarantee shall void, release or discharge this guarantee. The guarantor's liability under this agreement shall include the legal costs and interest on the monies outstanding pursuant to the credit application. The guarantor hereby acknowledge that he has not relied upon or been induced in any way into entering into this guarantee by any representation, statement of fact or intention by iAutomation or any person on their behalf and has satisfied him/herself as to the rights and obligations under the terms and conditions of this guarantee.

Date:

.....
Signature of Guarantor (Director of company)

.....
Print name

.....
Justice of Peace / Solicitor