



*Email completed form to accounts@hose000.com.au

Customer Credit Application for Trade Account

BUSINESS INFORMATION				
Company Name (legal entity):				
Trading Name:				
ACN:		ABN:		
Sole trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Limited liability: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Date commenced:				
Street Address:				
Suburb:		State:	Postcode:	
Postal address:				
Suburb:		State:	Postcode:	
Telephone (Main):		E-mail:		
CREDIT DETAILS				
Banking Institution:		BSB:	Acct #:	
Account Name:				
Expected Monthly Spend:				
ACCOUNTS CONTACT		PURCHASING CONTACT		
Name:		Name:		
Phone:		Phone:		
Fax:		Fax:		
E-mail:		E-mail:		
BUSINESS / TRADE REFERENCES				
Company:		Company:		
Contact name:		Contact name:		
Address:		Address:		
City:	Postcode:	City:	Postcode:	
Phone:		Phone:		
E-mail:		E-mail:		
Credit Limit:		Credit Limit:		
TERMS				
<p>1. If Credit Terms are approved, all invoices are payable 30 days from end of month following the date of the invoice.</p> <p>2. Any claims arising from invoices must be made within seven working days of receipt of invoice.</p> <p>3. By submitting this application, you accept the Hose 000 Pty Ltd Terms & Conditions for Provision of Services and authorise Hose 000 to make inquiries into the business/trade references that you have supplied.</p>				
ACCEPTANCE				
Signature:		Signature:		
X		X		
Name:		Name:		
Title:	Date:	Title:	Date:	

TERMS & CONDITIONS FOR PROVISION OF SERVICES

HOSE 000 PTY LTD ACN 635 689 646 (the "Contractor")

THE APPOINTMENT: The Customer by this agreement (the "Agreement") engages the Contractor to perform Hydraulic Hose Services including supply of parts and installation (the "Services") and the Contractor has agreed to perform the Services for the Customer and shall be entitled to be paid a total sum invoiced as Contractor Fees (including GST).

THE PRICE, PAYMENT AND VARIATIONS: The Customer has agreed to pay the Contractor the Contractor's Fees immediately upon completion of the Services unless otherwise agreed in writing. In respect of the Contractor's Fees, the Contractor will issue a tax invoice for the Services performed. The tax invoice will also separately identify all expenses and any GST payable. The tax invoice will be issued by the Contractor upon completion of the Services or prior to commencement of the Services where pre-payment instalments are agreed to between the parties. The due date for payment of the Contractor's Fees or any instalment thereof as so invoiced or the instalment (which is due) is as set out in the tax invoice. Notwithstanding anything else the Customer is not obliged to pay for the Services unless the Contractor has provided a tax invoice in proper form for the Contractor's Fees or any instalment thereof. The method of payment of the Contractor's Fees is 100% of the Contractor's fee as invoiced including parts, labour, freight and other charges, upon completion of installation unless otherwise agreed in writing. The Contractor will, as a pre-condition to payment, provide the Customer with a Tax Invoice for the Services performed up to the relevant milestone.

STANDARD OF SERVICES: The Contractor will perform the Services in a proper and competent manner. Where there are any applicable industry standards and codes, they will to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.

EQUIPMENT AND MATERIALS: The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the Services other than the parts and consumables required to complete the Service. Unless otherwise agreed in writing all materials used will be fit for their purpose. All equipment will be safe for use, be properly maintained and capable of being used to carry out the Services. The Customer agrees with the Contractor that the Customer will pay for all the parts and consumables required to complete the Service.

TIME: The Services will be completed within a reasonable time frame. If the Contractor is unable to perform the Services within the agreed timeframe due to illness or injury then unless the Customer may suffer material loss or damage by such delay the Contractor will be entitled to a reasonable extension in order to complete the Services. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the Services within the agreed time frame, the Contractor will immediately notify the Customer the details of the event and give an estimate of the time for completion of the Services and in those circumstances unless the Customer may suffer material damage by such delay the Contractor will be entitled to a reasonable extension to complete the Services. Where the Customer is of the opinion that the delay may cause the Customer loss or damage then the Customer may by written notice to the Contractor terminate the Agreement in which event the Customer has no obligation or liability to pay for any uncompleted Services but must pay for all Services completed up to the date of termination.

VARIATION TO THE SERVICES: The Customer may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of such Variation. The Contractor will provide a quotation for performing the Services as varied which additional sum will be added to the Price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the Variation. The Customer must pay for the Variation in the manner and at the time set out in the Contractor's quotation.

WORKPLACE HEALTH AND SAFETY: The Customer must ensure that if the Services are to be performed on the Customer's property that at all times the property is safe and that all facilities provided by the Customer to the Contractor for the purposes of enabling the Services to be performed are also safe. The Contractor will ensure that at all times in performing the Services it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.

BREACH BY CONTRACTOR: If the Contractor breaches any of its contractual obligations under the Agreement and fails to remedy that breach promptly and in any event within 14 days then the Customer may by written notice to the Contractor terminate the Agreement. Upon termination of the Agreement the Customer must pay the Contractor for the Services actually done to that date (the date of termination) less any loss or additional cost which the Customer may suffer or incur to have the remainder of the Services completed.

BREACH BY THE CUSTOMER: If the Customer fails to pay the whole or any part of the Contractor's Fees without reasonable and lawful excuse, the Contractor may at the Contractor's absolute discretion: suspend the performance of the Services until the Contractor's Fees then outstanding are paid and/or; serve a written notice on the Customer requiring the outstanding amount of the Contractor's Fees to be paid within 7 days and if not so paid by written notice terminate the Agreement and/or; sue the Customer for the outstanding Contractor's Fees as a debt immediately due and owing.

CONFIDENTIALITY: The Customer undertakes to keep all information which the Customer acquires from the Contractor or about the Contractor strictly private and confidential and must not disclose that information to any person without the Contractor's prior written consent. Nothing in this clause prevents the Customer from fully using and enjoying the Services.

INTELLECTUAL PROPERTY: If the Services involve the creation of any intellectual property including any copyrightable materials or works then unless otherwise expressly agreed in writing, the Customer acknowledges that the Contractor is the legal and beneficial owner of all such intellectual property. Notwithstanding, provided the Customer has paid the Contractor's Fees in full, the Customer will have a perpetual non-exclusive licence to use the Contractor's intellectual property but only to the extent that such use is reasonably necessary to enable the Customer to enjoy the Services. Where the Contractor uses the Contractor's intellectual property to carry out or produce or deliver the Services, nothing herein gives the Customer any interest, right or title in the Contractor's intellectual property.

LIMITATION ON WARRANTY: The Contractor warrants to the Customer that all the Services it performs will be fit for their intended purpose, will be capable of being used by the Customer for their intended purpose and will perform in accordance within their applicable specifications (if any). All Statutory Warranties that can be lawfully excluded are hereby expressly excluded. Where the Services are not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the *Competition and Consumer Act 2010* (Cth) to, at the discretion of the Contractor: the supplying of the Services again; or the payment of the costs of having the Services supplied again.

SUB CONTRACTING: The Contractor may use sub-contractors to provide any of the Services. In such circumstances, it will be the responsibility of the Contractor to ensure that: the sub-contractors so engaged are suitably qualified, hold all necessary licences, and are otherwise able to perform the Services in a proper and workman-like manner; the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of the terms of this Agreement; the sub-contractors so engaged have current or necessary insurances. The Contractor is solely responsible for all fees payable to sub-contractors.