



## Accepted Terms & Conditions of Trade

### Price

- Prices quoted are based on present rates and costs of material, labour, freight, insurance, customs, agents and carrier fees, government tariffs, duties and taxes excluding GST, and shall be subject to increase in respect of any variation in such rates or costs or the method of assessment of the same occurring before completion of the contract.
- Prices are exclusive of GST. In addition to payment of the price, the customer shall pay at the same time the amount of any GST payable.
- In the event of the suspension of manufacture or supply by customers instructions or lack thereof, or due to the inability of customer to accept the goods for any reason on or after the date on which they are ready for delivery, customer shall be liable for all extra costs and losses thereby incurred by seller.
- Prices quoted shall be current for 30 days. Acceptance will not be binding on the Company until confirmed in writing.

### Delivery

- Prices quoted are ex-works and delivery has not been included unless stated in our quotation.

### Cancellation

- A minimum fee of 20% of the price quoted will apply to all orders cancelled prior to manufacture. Where the items specified in the order have been manufactured or items have been purchased for the carrying out of the manufacture, the actual costs incurred by the seller plus a cancellation fee of 20% of the price quoted will be payable.

### Payment

- Unless otherwise agreed in writing by Wilson Hot Water Systems Pty Ltd, terms of payment shall be cash in full on delivery. Otherwise, if payment terms are extended, terms of payment shall be **30 days from date of invoice**.
- In the event that the invoice is not paid to Wilson Hot Water Systems Pty Ltd. in full on or before the due date for payment then interest at the rate of 1.5% per month shall be paid by the customer to Wilson Hot Water Systems Pty Ltd. on the full amount of the price or such portion thereof as remains outstanding and unpaid such interest to accrue on monthly balance from the expiration of the due date for payment until and including the date of full payment.

### Miscellaneous

- No waiver by seller of any default of customer in the performance of any obligation or condition of this contract shall be deemed to be a waiver of any succeeding default of that obligation or condition or a waiver of a default of any other obligation or condition.

### Retention of Title

- Ownership of the goods shall not pass from Wilson Hot Water Systems Pty Ltd. to the customer until payment has been made in full for those goods and all other goods supplied by Wilson Hot Water Systems Pty Ltd. The customer shall be required to store the goods in such a way so as to clearly show the goods are the property of the seller.

### Specifications

- In keeping with our continuing policy of improvement, Wilson Hot Water Systems Pty Ltd. reserves the right to alter any method of manufacture at any time, without notice.

### Law Applicable

- This contract shall be deemed to have been made at Melbourne and shall be governed by the laws of Victoria.

### Delivery

- Dates of delivery and availability of the goods are estimates only and while Wilson Hot Water Systems Pty Ltd. will use its best endeavours to maintain such estimates no liability of any nature shall attach to Wilson Hot Water Systems Pty Ltd. for delay resulting from any cause.
- All risk of loss or damage to the goods shall pass to the customer upon delivery at which time the customer shall assume all risk and liability for the goods.

### Default

Upon the happening of the following events:

- The commission by the customer of any act of bankruptcy, liquidation or a petition being presented for the sequestration of customers estate or for the winding up of customer, or
- Customer assigning its property for benefit of its creditors or having a receiver or official manager appointed to any of its assets,
- Customer failing to make any payment to Wilson Hot Water Systems Pty Ltd. on the due date, or
- Customer being in breach of any of these terms and conditions.

Then in any such event Wilson Hot Water Systems Pty Ltd. shall without prejudice to any other remedies have the right to:

- Cease production of the goods;

- Decline to deliver the goods or any balance of the goods still due under this contract;
- Stop any goods in transit;
- Otherwise cease to perform any of its obligations to customer;
- Terminate the contract without incurring any liability at law or in equity and without prejudice to its right to recover amounts owing to it by customer and/or damages;
- Enter into any premises and repossess any goods already delivered and whether or not property in such goods has passed to the customer in respect of which entry customer shall indemnify and keep indemnified seller for all costs incurred by seller and all damages for which seller may be responsible;
- To sell elsewhere any goods repossessed pursuant to the previous paragraph and recover from the customer the difference between the price payable by the customer and the sale proceeds (net of any costs associated with the sale);
- To recover invoiced debts as liquidated sums.

**Special Note**

I/We, the undersigned, confirm that I/We have read, or had explained to me by a person qualified to do so, the implications of the Privacy Act, 1988 and the privacy Amendment Act, 1990.

Further to this I/We, the undersigned, understand and accept that (in accordance with s.18E (8)(c) of the Privacy Act, 1988) certain items of personal information about the Applicant or its Owner/s contained in this application, and permitted to be kept on a credit information file, may be disclosed to a credit reporting agency. Furthermore, I/We accept (in accordance with the provisions of paragraph (b), (e) and (h) of s.18k (1) and /or s.18L (4) of the Privacy Act, 1988) that a credit reporting agency may disclose such information as referred to in these sections to Wilson Hot Water Systems Pty Limited for the purpose of assessing this Commercial Credit Application.

**Authorised Officer's Detail**

The persons whose signatures appear on this application are duly authorised agents of the Applicant for the purpose of executing this document.

The signatories to this agreement authorise Wilson Hot Water Systems Pty Limited to carry out credit checks and obtain credit reports in respect of the Applicant's and/or its Owner/s' credit worthiness.

Signature: .....

Signature:.....

Title: .....

Title: .....

**Directors Details:**

Full Name: .....

Full Name:.....

DOB: .....Drivers Licence: .....  
Residential

DOB:.....Drivers Licence:.....  
Residential

Address:.....

Address: .....

.....

.....

Signature:.....Date: .....

Signature:.....Date:.....

**FORMAL GUARANTEE**

In consideration of you, Wilson Hot Water Systems Pty Ltd, supplying (at my/our hereby-confirmed request)

(Company Name)..... (ABN) .....

(hereafter referred to as "the Customer") either now or at some future time, or continuing to supply, or causing to be supplied at your cost, goods and/or services on credit, then the person identified below as "the Guarantor" hereby guarantees the due payment by the Customer of all money now due, or hereafter becoming due or owing, to yourselves. The Guarantor also agrees that:

- 1. This Guarantee is a continuing guarantee.
- 2. If the Guarantor is a person then this Guarantee shall bind the estate of the Guarantor.
- 3. While the Customer owes you any moneys I, the Guarantor, will not, in competition with you:
  - a) prove, claim, or receive the benefit of, any dividend or payment in a winding up or bankruptcy of the Customer;
  - b) enter into any arrangement with creditors relating to the Customer, whereby the effect would be to reduce or limit any dividend or payment that you would otherwise be entitled to receive.

Furthermore, the receipt of any such dividends or payments by you shall not prejudice or affect your right to recover under this guarantee the full balance of all moneys due or owing.

- 4. If the Customer is a corporation this guarantee shall not be affected, revoked or discharged by the winding up of the Customer.
- 5. No security or payment which may be voided under the area of law relating to either bankruptcy or the liquidation of companies, and no release settlement or discharge which may have been given or made on the faith of any such security or payment, shall prejudice or affect your right to recover under this guarantee. In the event of any such security or payment being voided you shall be restored to the rights which but for any such avoidance you would otherwise have had.
- 6. Any sum of money which may not be recovered by you from the Guarantor on the footing of this guarantee, (specifically including by reason of any legal limitation, disability or incapacity on or of the Customer) shall nevertheless be recoverable from the Guarantor, as principal debtor thereof, and shall be paid to you by the Guarantor on demand.
- 7. Liability under this guarantee shall not be impaired or discharged by reason of:
  - 2. any time or other indulgences granted by you to the Customer; nor,
  - 3. any arrangements you enter into with the Customer whereby your rights are in any way modified or abrogated.

Furthermore there is no need for you to give the Guarantor notice of any such indulgences or arrangements granted by you to the Customer.

- 8. Any notice or demand to be made by you upon the Guarantor shall be deemed to be formally made and received if such is in writing and either handed to the Guarantor or sent certified mail to the address of the Guarantor as supplied below.
- 9. A written statement, signed by an authorised agent of your Company, giving the balance of moneys owed to you by the Customer, shall be accepted as conclusive evidence of the indebtedness of the Customer to yourselves.
- 10. If more than one person is the Guarantor then the liability of those persons under this guarantee is a joint and several liability and every reference to the Guarantor shall apply to and bind each of those persons.
- 11. In this Guarantee, unless a contrary intention appears from the context, a reference to a person includes a reference to a corporation and the singular number included the plural.

Guarantor's Signature:.....  
 Full Name: .....  
 Residential  
 Address: .....  
 Guarantor's Signature: .....

Witness's Signature:.....  
 Full Name: .....  
 Residential  
 Address: .....  
 Witness's Signature: .....

Full Name: .....

Full Name: .....

Address: .....

Address: .....