



25/350 Settlement Road
 Thomastown Vic 3074
 Ph: 03 9464 0652
 Fax: 03 9465 0264

ABN: 60 111 451 579

Application for Credit and Guarantee

| | | | | |
|---|----------------------------------|--------------------------------------|--------------------------------------|--------------------------------|
| Application for which Coldpoint Branch (Please tick): | <input type="checkbox"/> VIC | <input type="checkbox"/> WA | <input type="checkbox"/> QLD | <input type="checkbox"/> All |
| Applicant Business is a (Please tick): | <input type="checkbox"/> Company | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Other |
| Business/Company Name: | | | | |
| Trading as (If Applicable): | | | No. of Employees: | |
| A.B.N & A.C.N / Business Registration No.: | | | How Long Established: | |
| Nature of Business: | | Paid up capital: | | |
| Website: | | Managers Name: | | |
| Managers Phone No: | | Managers Email: | | |
| Rep/Sales Name: | | Rep/Sales Phone No.: | | Rep/Sales Fax No.: |
| Accounts Contact Name: | | | Accounts Email: | |
| Accounts Phone No.: | | Accounts Fax No.: | | Accounts Mobile No.: |
| Registered Address: | | | | Post Code: |
| Postal Address: | | | | Post Code: |
| Delivery Address: | | | | Post Code: |
| Purchases Per Month (\$): | | Turnover (\$000's) This Year: | | Last Year: |
| AU/ARCTick Refrigerant Trading Authorisation No.: | | AU/ARCTick Refrigerant Expiry Date: | | Max Credit Requested: |
| Bank: | Branch: | Phone: | Fax: | |

| | | |
|---|--|---------------------------------|
| Invoices are to be: | <input type="checkbox"/> Emailed (Recommended) | <input type="checkbox"/> Posted |
| Statements are to be: | <input type="checkbox"/> Emailed (Recommended) | <input type="checkbox"/> Posted |
| Payments for Coldpoint via Financial controller Scottish Pacific: | <input type="checkbox"/> Direct Debit (Recommended) | <input type="checkbox"/> Cheque |

Trade References: Please select suppliers who are general trade reference, not motor vehicle manufacturers, finance companies, oil companies, associated companies etc (**Please refer to the below list of Companies that DO NOT provide Trade References**):

| | | | | |
|--------------------|--------------------|----------------------------|-------------------|-----------------------|
| Actrol | BOC | Gannon Fabrications | Masters | Reece Plumbing |
| AHI Carrier | Bunnings | Hilti | Metal Flex | SRQ |
| Air Frig | Darkin Aust | Intratan | Middy's | Totaline |
| AirPlus | Daikin | Kennards | Mitsubishi | Tradelink |
| ARW | Fujitsu | Heatcraft | Patton | Toshiba |

Have you previously traded with Coldpoint on a COD Basis? Yes No We are a new business and do not have a trading history

| | | | |
|----------|--------|----------------|--------------------|
| 1. Name: | | Email Address: | |
| Fax: | Phone: | Credit limit: | Avg Monthly Spend: |
| 2. Name: | | Email Address: | |
| Fax: | Phone: | Credit limit: | Avg Monthly Spend: |
| 3. Name: | | Email Address: | |
| Fax: | Phone: | Credit limit: | Avg Monthly Spend: |
| 4. Name: | | Email Address: | |
| Fax: | Phone: | Credit limit: | Avg Monthly Spend: |

| | | |
|---|----------------|---------------------|
| Directors / Owners / Partners full name | Date of Birth: | Drivers License No: |
| Address: | | |
| Directors / Owners / Partners full name | Date of Birth: | Drivers License No: |
| Address: | | |

Declaration: I / We solemnly and sincerely declare that:

I/We hereby agree to abide by the Terms and Conditions attached to this document (Terms and Conditions may be superseded from time to time by notice).
 I/We authorise Coldpoint to make such enquiries as Coldpoint deem necessary to determine my/our credit worthiness and acknowledge and consent to the production of this authority and the abovementioned financial information to third parties for this purpose. I/We declare that all statements made in this application are true and that I/We (being Director or Company Secretary or Partner (if a Partnership)) are authorised on behalf of the above mentioned to complete this form and make such application.

Statement by Director(s): I/We wish to open a credit account with Coldpoint Pty Ltd and I/We agree to the payment terms via Coldpoint Pty Ltd Financial controller Scottish Pacific, set out in the Terms and Conditions. In the event of a default in payment, I give a continuing personal guarantee of payment.

| | |
|--------------------|-----------|
| Signature: | Position: |
| Please Print Name: | Date: |
| Signature: | Position: |
| Please Print Name: | Date: |

| | |
|----------------------|-----------|
| <u>Witness Sign:</u> | Position: |
| Please Print Name: | Date: |

COLDPOINT PTY LTD
TERMS & CONDITIONS OF SALE

1. Definitions

In these Conditions:

"Conditions" means these Terms and Conditions of Sale;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods from Coldpoint;

"goods" means goods requested by the Customer as set out in the Customer's order and goods supplied to the Customer by Coldpoint pursuant to these Conditions;

"Coldpoint" means Coldpoint Pty Ltd ABN 60 111 451 579; and

"order" means a request by a Customer to Coldpoint to supply goods to it.

2. Basis of Contract

- a) Coldpoint will supply goods to the Customer subject to these Conditions unless otherwise specifically agreed in writing between Coldpoint and the Customer. These Conditions apply to the exclusion of any conditions of purchase or other terms that the Customer may submit with an order or otherwise to Coldpoint.
- b) Coldpoint reserves the right to accept or decline, in whole or in part, any order for goods placed by the Customer.
- c) Subject to clause 2(b), all orders placed by a Customer are final and no refunds or exchanges are permitted

3. Pricing

- a) The price for goods excludes goods and services tax ("GST").
- b) Where a supply of goods made under these Conditions is subject to GST, the Customer must pay Coldpoint in addition to the price a further amount equal to the amount of GST payable by Coldpoint in respect of the supply at the same time and in the same manner as the price for the goods is paid.
- c) Coldpoint must give the Customer a tax invoice in respect of each supply of goods which is subject to GST.
- d) Prices do not include the costs of delivery, carriage, packaging and insurance of the goods to the Customer.
- e) Where there is any change in the costs incurred by Coldpoint in relation to the goods, Coldpoint may vary its prices for goods on order to take account of any such changes.

4. Payment

- a) Unless otherwise agreed by the parties in writing, the Customer must pay for the goods and any shipping, delivery or other costs within 30 days of Coldpoint's invoice being issued.
- b) Payment must be made either by direct deposit, cheque or credit card (credit card incurs fees). Cash is only accepted for cash sale orders.
- c) For any goods that are sold by Coldpoint to the Customer on the basis that Coldpoint will not be paid until the Customer sells the goods to a third party ("consignment goods"):
 - i) the Customer will pay for the consignment goods within 7 days of the sale to the third party occurring;
 - ii) the Customer must use its best endeavours to sell the consignment goods; and
 - iii) the Customer must return to Coldpoint at its expense any consignment goods that have not been sold within 3 months of delivery, or at the sole discretion of the Coldpoint, at any time. The Customer shall be responsible to pay full retail price for any consignment goods returned in a damaged state to Coldpoint or not returned to Coldpoint 1 week after the expiry of the 3 month period or after being requested by Coldpoint to return the goods.
- d) Coldpoint may transfer or assign any amount owing to Coldpoint to any third party without the prior notification or approval of the Customer.

5. Shipping/Delivery and Handling

- a) All shipments are Free On Board (as defined in the ICC official rules for the interpretation of trade terms 2000) - from the Coldpoint premises where the goods were despatched.
- b) All deliveries are Free Carrier (as defined in the ICC official rules for the interpretation of trade terms 2000) - from the Coldpoint premises where the goods were despatched.

6. Payment Default

If the Customer defaults in payment by the due date of any amount payable to Coldpoint via Financial Controller Scottish Pacific or any of the events specified in clause 7 occur, then all money which would become payable by the Customer to Coldpoint at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Coldpoint may, without prejudice to any other remedy available to it:

- i) charge the Customer interest on any sum due at 1.5% per month for the period from the due date until the date of payment in full;
 - ii) charge the Customer for all expenses and costs (including legal costs on a full indemnity basis) incurred by Coldpoint resulting from the default and in taking whatever action it deems necessary to recover any sum due;
 - iii) seize the goods in accordance with clause v);
 - iv) cease or suspend for such period as Coldpoint thinks fit, supply of any further goods to the Customer;
 - v) terminate any contract with the Customer so far as unperformed by Coldpoint, without effect on the accrued rights of Coldpoint under any contract.
- 7. Insolvency of the Customer**
- For the purposes of clause 6, the events mean the happening of any of the following events in relation to the Customer:
- a) the Customer is unable to pay the Customer's debts as and when they become due and payable or the Customer has failed to comply with a statutory demand as provided in section 459F (or equivalent provision) of the *Corporations Act 2001* (Cth) or the Customer is deemed to be unable to pay the Customer's debts under section 585 (or equivalent provision) of the *Corporations Act 2001* (Cth); or
 - b) the Customer becomes an insolvent under administration, as defined in the *Corporations Act 2001* (Cth).

8. Passing Of Property

Until full payment in cleared funds is received by Coldpoint for all goods supplied to the Customer, as well as all other amounts owing to Coldpoint by the Customer on any account whatsoever:

- i) title and property in all goods remain vested in Coldpoint and does not pass to the Customer;
- ii) the Customer must hold the goods as fiduciary bailee and agent for Coldpoint;
- iii) the Customer must keep the goods separate from its goods and maintain the labelling and packaging of Coldpoint;
- iv) the Customer is required to hold the proceeds of any sale of the goods on trust for Coldpoint in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
- v) Coldpoint may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of Coldpoint, and for this purpose the Customer irrevocably licences Coldpoint to enter such premises and also indemnifies Coldpoint from and against all costs, claims, demands or actions by any party arising from such action.

9. Risk and Insurance

The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon dispatch of the goods from Coldpoint's premises.

10. Performance of Contract

- a) Any period or date for delivery of goods stated by Coldpoint is intended as an estimate only and is not a contractual commitment. Coldpoint will use reasonable endeavours to meet any estimated dates for delivery of the goods.
- b) A completed driver's manifest or delivery docket whether signed by the driver or by the Customer or its employee or agent will be proof of delivery of the goods invoiced.

11. Limitation of Liability

- a) Subject to the law, Coldpoint's obligations to the Customer in respect of a breach of any term of these Conditions (whether implied by statute or otherwise) shall be limited to the repair of goods or the replacement of the goods.
- b) Subject to law, Coldpoint will not be liable to the Customer or any other persons under any circumstances for any direct, incidental or consequential loss or damage (including loss or damage caused by negligence or wilful acts of default of Coldpoint, or its employees or agents), loss of refrigerant, labour and expenses whatsoever arising from a breach of any of these Conditions or any other statutory implied warranty, term or condition in relation to the goods.

- c) Subject to law, Coldpoint will not be liable for any costs, claims, damages or demands arising from personal injury, loss or damage to goods whatsoever occurring to the Customer or its employees or agents by reason of:
 - i) the goods or their design, production or processing; or
 - ii) the loading and delivery of the goods or any failure to deliver or delay in delivering the goods; or
 - iii) any act or omission of Coldpoint or its servants and agents; or
 - iv) any statement, representation or technical advice in relation to the design or specifications of use of the goods made by an employee or agent of Coldpoint.
 - d) In no case shall Coldpoint be liable for consequential loss or damage.
 - e) Except as specifically set out in these Conditions and subject to law, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
 - f) Coldpoint will not be liable for any loss or damage suffered by the Customer where Coldpoint has failed to meet any delivery date or cancels or suspends the supply of goods.
 - g) Nothing in these Conditions is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods which cannot be excluded, restricted or modified.
- 12. Returns and Warranty**
- a) The Customer must advise Coldpoint within 14 days of delivery if goods supplied were not ordered, are not of merchantable quality or are not fit for the purpose required ("defective goods").
 - b) Subject to clause 12(g) Coldpoint will accept return of defective goods and will provide a credit to the Customer for their invoice price provided that the Customer produce a copy of the invoice and the reasons for the goods being returned.
 - c) Credit will not be allowed for defective goods returned after 30 days from the date of sale, unless by prior agreement with Coldpoint. Defective goods returned within 30 days will not be subject to a 10% re-stocking fee. All defective goods returned are subject to inspection before acceptance.
 - d) Goods are covered by warranty for a period of 12 months from the original date of purchase. The warranty covers replacement of components only found upon inspection to be defective in manufacture. The original invoice number, date of sale and reason for failure must be quoted on all warranty returns.
 - e) Goods must be used, handled and assembled with due care and in compliance with any instructions given by the supplier and/or the manufacturer otherwise the warranty on the goods will be void.
 - f) Coldpoint will arrange collection of the goods the subject of a warranty claim or that are claimed to be defective goods from the place of original delivery at Coldpoint's cost. The goods must be repackaged in a clean condition, complete with all components and instructions for use as delivered to the Customer. The Customer must also include the product return number, invoice number and contact details. Coldpoint will subsequently inspect the goods and determine whether the goods are faulty. If Coldpoint determines that either the goods are not faulty or that the goods were damaged or defaced as a result of the fault of the Customer, Coldpoint reserves the right to charge the Customer the cost of the collection and return freight and the Customer will remain liable to pay for the goods.
 - g) In the case of any dispute in respect of the warranty or in respect of defective goods, Coldpoint reserves the right to obtain the opinion of a suitably qualified independent expert whose opinion as to any question of fact shall be binding on the parties.
- 13. Cancellation**
- a) If, through circumstances beyond the control of Coldpoint, Coldpoint is unable to provide or deliver the goods, then Coldpoint may cancel the Customer's order (even if it has already been accepted) by notice to the Customer.
 - b) No purported cancellation or suspension of any order or any part of an order by the Customer is binding on Coldpoint after that order has been accepted by Coldpoint.
- 14. Miscellaneous**
- The law of Victoria, Australia from time to time governs these Conditions and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.
- 15. Severance**
- A provision or part of a provision of these Conditions that is void, illegal or unenforceable may be severed from these Conditions and the remaining provisions of these Conditions continue in force.
- 16. Acknowledgment**
- Prior to executing these Conditions the Customer acknowledges that it was afforded full and unrestricted opportunity by Coldpoint to seek and obtain independent legal advice regarding the terms, meaning and effect of these Conditions and the Customer's obligations under these Conditions.

The person executing these Conditions on behalf of the Customer warrants that that person has the authority to enter into these Conditions on behalf of the Customer and bind the Customer accordingly and acknowledges that in the absence of authority to enter into these Conditions that person shall be personally liable for any loss suffered by Coldpoint as a result of any such lack of authority.

Signed on behalf of the Customer _____

Name of Authorised Signatory _____

Title _____ Date _____

Please return original application forms including Terms & Conditions to Joanne Mandato for processing

**Coldpoint Pty Ltd
25/350 Settlement Road
Thomastown Vic 3074**