



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

Application for Commercial Credit Account and Agreement

ABN: 60 111 451 579
RTA AU06953

OFFICE USE ONLY

Account No	Approved Credit Limit	Credit Score	Date
Special Notes:			

The Customer as set out below together with all related and/or associated companies and/or other entities, all successors and/or assigns and in its own capacity and as trustee of each and every trust of which the customer is Trustee (unless specifically excluded in writing), (jointly, the 'Customer' Hereby Applies for a credit account with Coldpoint Pty Ltd and Hereby Agrees in all dealings with Coldpoint to the bound by Coldpoint's Terms and Condition of trade and all terms of this Application set out below (which terms prevail to the extent of any inconsistency)(the

State of Application (Please tick): VIC WA NSW SA QLD NT

[THE APPLICATE IS A COMPANY](#)

Registered Business Name (trading as)			
Legal Entity (If different)			
A.B.N of Applicant		A.C.N. of Applicate	

[THE APPLICATE IS A PARTNERSHIP / SOLE TRADER](#)

Full Name of Partnership or Sole Trader			
Type of Partnership			
A.B.N of Partnership or Sole Trader		A.C.N of Partnership or Sole Trader	
Registered Business Name (trading as)			
A.B.N of Registered Business		A.C.N of Registered Business	

[TRUST AND TRUSTEE DETAILS \(if applicable\) - The Applicant is a Trust or acts as a Trustee for a Trust](#)

A.B.N. of Trustee			
Name of Trustee			
Type of Trust (ie (Discretionary Family Trust / Unit Trust)			
A.C.N. of Trust			
Name of Trust			

BUSINESS DETAILS

Nature of Business			
Date Business Commenced		How long current owner	
AU / ARC Refrigerant Trading Auth No		AU / ARC Refrigerant Expiry Date:	
Business Address			
Postal Address			
Main Bus Phone No		Main Bus Fax No	
Main Bus Email		Website	

<u>Managers Name</u>		Managers Email		Managers Mobile	
<u>Rep Contact 1</u>		Rep Email		Rep Mobile	
<u>Rep Contact 2</u>		Rep Email		Rep Mobile	
<u>Sales Contact</u>		Sales Email		Sales Mobile	

FINANCIAL INFORMATION

<u>Accounts Contact Name:</u>		Accounts Email:	
<u>Accounts Office No.</u>		Accounts Mobile No.	Accounts Fax No.
<u>Accounts 2 Contact Name:</u>		Accounts Email:	
<u>Accounts Office No.</u>		Accounts Mobile No.	Accounts Fax No.

Expected Monthly Purchases (\$)		Credit Limit Requested (\$)	
Bank	Branch	Contact No	

Invoices are to be:	<input type="checkbox"/> Emailed (Recommended)	<input type="checkbox"/> Posted
	Email Address:	
Statements are to be:	<input type="checkbox"/> Emailed (Recommended)	<input type="checkbox"/> Posted
	Email Address:	
Payments for Coldpoint via Financial controller ScotPac, unless otherwise advised	<input type="checkbox"/> EFT (Recommended)	<input type="checkbox"/> Credit Card (Bank Fees apply)
	<input type="checkbox"/> Cheque	
Purchase Order Number Required	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Has the Customer or any partners or directors been insolvent or in any way involved with an insolvency administration (e.g., liquidation, receivership, administration, bankruptcy, or personal insolvency agreement etc.)?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		

TRADE REFERENCES: Please select suppliers who are general trade reference, not motor vehicle manufacturers, finance companies, oil companies, associated companies etc Please Note you may be asked to supply another trade reference/s if the ones you have provided below do not give trade references.

Have you previously traded with Coldpoint on a COD Basis? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> We are a new business and do not have a trading history
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1. Trading Name:	Contact Name:
Email Address	Contact No:
2. Trading Name:	Contact Name:
Email Address:	Contact No:
3. Trading Name:	Contact Name:
Email Address:	Contact No:

Directors / Owners / Sole Traders / Partners full name	Date of Birth:	Driver's License No:	
Address:			
Directors / Owners / Partners full name	Date of Birth:	Driver's License No:	
Address:			
Directors / Owners / Partners full name	Date of Birth:	Driver's 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 Terms & 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 the Company Coldpoint Pty Ltd ABN 60 111 451 579; and

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

"ScotPac" means the ScotPac Business Finance, the Company Scottish Pacific Business Finance Pty Limited ABN 79 008 636 388;

"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act.

2. Basis of Contract

- a) The Customer warrants that it has the power to enter into this agreement and is solvent, able to pay its debts as and when they fall due and this agreement creates a binding and legal obligation and all information provided to Coldpoint Pty Ltd ("the Company") is true and correct in all material respects.
- b) The Customer agrees that whether or not the supply of goods or services is based or results from a quotation or tender given by Coldpoint, these Conditions shall apply to any supply of goods and services by the Company to the Customer and the Customer accepts the Conditions without amendment and agrees to be bound by them, unless otherwise specifically agreed in writing between Coldpoint and the Customer.
- c) The Customer agrees that the Conditions apply over any other document or agreement to the extent of any inconsistency.
- d) If the Customer is trustee of a trust, then in addition to that entity, the trustee agrees to bind all trusts of which the entity is a trustee from time to time.
- e) The Customer acknowledges and agrees that if the Company supplies the goods or services on credit, then any credit provided is to be applied wholly or predominately for business purposes and the grant of any credit facility or nomination of a credit limit is in the absolute discretion of the Company and the Company may vary or withdraw any credit facility at any time and without liability to the Customer or any other party.
- f) Coldpoint reserves the right to accept or decline, in whole or in part, any order for goods placed by the Customer.
- g) Subject to clause (2f), 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/ScotPac 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.
- f) In the absence of a binding quotation all sales are made at the price nominated by Coldpoint at the time of delivery and/or invoice date.
- g) All government imposts, levies and duties (including any GST or equivalent) shall be to the Customer's account.
- h) Coldpoint retains the right to alter the price quoted for the goods to correspond with the Company's pricing for such items in effect at the time of despatch, or to account for any rise in wages, salaries, or material costs between the date of the order and the date of delivery. This includes price rises for imported items as a result of higher freight rates, taxes, import duty, or other government costs, and/or insurance premiums, including war risk, or any variation in exchange rates. Unless the Company agrees in writing otherwise.

4. Quotations

The customer agrees that;

- (i) Quotations must be in writing;
- (ii) If the order is not placed within 30 days from date of quotation, Coldpoint is not bound by the quote, unless specified in writing and agreed to by Coldpoint;
- (iii) The Company will do everything they can to see that deliveries are maintained according to schedule and cannot accept responsibility for delays caused beyond their control;
- (iv) Prior to receipt of any order Coldpoint may amend any quotation and notify the Customer of amendments without consequence;
- (v) Coldpoint will not be bound by any quotation if it believes the subject matter of the quotation is to be part of a larger transaction or series of transactions with the Customer, and those circumstances may have significantly product and quantity changes;
- (vi) Customer will pay any additional charges imposed by Coldpoint for holding any goods referred to in any quotation pending order placement.

5. Placement of Orders

The Customer agrees that:

- (i) if any dispute arises concerning any order the internal records of Coldpoint shall be conclusive evidence of what was ordered;
- (ii) each order placed shall be and shall be regarded to be a representation made by the Customer at the time that it is solvent and capable of paying all of its debts as and when they fall due;
- (iii) when placing any order, the Customer shall inform Coldpoint of any facts that might reasonably affect Coldpoint's acceptance of the order and/or any credit, and any failure to do so by or on behalf of the Customer shall be considered an unequal bargaining position, be dishonourable, misleading, and deceptive and taking an unfair advantage of Coldpoint.

6. Payment

- a) The Customer agrees to pay for purchase including any shipping, delivery, or other costs without deduction within thirty (30) days from the end of the month, or unless otherwise agreed in writing.
- b) Payment must be made either by electronic fund transfer, cheque or credit card direct to our financial advisers ScotPac, unless otherwise written agreement. Cash is only accepted for cash sale orders.
- c) All Credit card payments whether it be via ScotPac or Coldpoint, Customer to incur banks credit card transaction fees.
- d) Coldpoint may offset any amounts it owes the Customer against any amounts the Customer owes Coldpoint.
- e) 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;
 - (iv) 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.
- f) Coldpoint may transfer or assign any amount owing to Coldpoint to any third party without the prior notification or approval of the Customer.
- g) The Customer is not entitled to set off, deduct or otherwise withhold payment of any amount due to the Company, including where the Customer has disputed any amount owing to the Company.
- h) The Company is entitled to retain any goods or other documents held on the Customer's behalf
- i) pending payment of any outstanding monies by the Customer.

7. 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.

8. Supply and Delivery

- a) Coldpoint may supply by instalments and/or withhold or cancel supply without consequence where:
 - (i) Coldpoint has insufficient goods to fulfill orders;
 - (ii) goods are not available to supply;
 - (iii) Coldpoint has any safety concerns; and/or
- b) The Customer agrees that:
 - (i) at its discretion, Coldpoint may arrange delivery without any liability and at all times at the cost and responsibility of the Customer in all matters;
 - (ii) when Coldpoint notifies the Customer that goods are ready for collection and/or when goods are delivered to a carrier or to the Customer's business premises or nominated site, whether the Customer attends or not, the Customer has accepted delivery and liability for the goods;
 - (iii) any document signed by an officer of Coldpoint confirming delivery will count as conclusive evidence of delivery, as will any signature on a delivery docket; and
 - (iv) Coldpoint shall not be held liable for any delay, failure, or inability to deliver any order.
- c) The Customer agrees:
 - (i) to pay Coldpoint an agreed amount for any forward order from time to time;
 - (ii) failure and or any delay to fulfill any part of an order is not an excuse for cancelling or modifying any order, for delaying or reducing payment in any way
 - (iii) any demurrage or other costs, expenses, or debts incurred by Coldpoint in handling, holding, and/or delivering goods must be paid by the customer; and
 - (iv) up to 5% of the quantity or weight of the amount ordered may be over- or under-supplied by Coldpoint in which case that excess, or deficiency shall be paid for by the Customer without Coldpoint being liable for it.

9. Payment Default

If the Customer defaults or breaches any part of these Conditions, by the due date of any amount payable to Coldpoint/ScotPac or any of the events specified in clause 10 occur (passing of property), then all money which would become payable by the Customer to Coldpoint/ScotPac at a later date on any account, becomes immediately due and payable (unless Coldpoint clearly express directions otherwise in writing) without the requirement of any notice to the Customer, and Coldpoint may, without prejudice to any other remedy available to it:

- (i) retain all monies paid;
 - (ii) seize further deliveries and/or any other services;
 - (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; and
 - (vi) may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as Coldpoint in its discretion deems appropriate.
- Customer agrees;
- (i) to interest charge of 1.5% on any sum due at per month for the period from the due date until the date of payment in full (unless Coldpoint clearly express directions otherwise in writing); and
 - (ii) to indemnify Coldpoint for any fees and expenses payable to solicitors, lawyers, mercantile agents, and other parties acting on Coldpoint's behalf in relation to any proceedings initiated or contemplated against the Customer, whether for debt, possession of any goods, or otherwise (including legal costs on a full indemnity basis) whatever action it deems necessary to recover any and all sum due.

10. Insolvency of the Customer

For the purposes of clause 9, the events mean the happening of any of the following events in relation to the Customer:

- (i) 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 ACL 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 ACL Corporations Act 2001 (Cth); or
- (ii) the Customer becomes an insolvent under administration, as defined in the ACL Corporations Act 2001 (Cth).

11. Indemnity

The Customer fully indemnifies Coldpoint against any claim or loss arising from or related in any way to any dealing between Coldpoint and the Customer and/or arising under these terms.

12. Other Terms and Conditions

- a) No other terms and conditions sought to be imposed by the Customer upon Coldpoint will be applied or accepted.
- b) Any variation or cancellation of these Conditions or any order must be approved via Coldpoint in writing to be binding.

13. Passing of Property

Until full payment in cleared funds is received by our financial controllers ScotPac and/or Coldpoint (for all goods supplied to the Customer, as well as all other amounts owing to ScotPac and/or 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) immediately on delivery or pick up via the Customer, the Customer accepts liability for the safe custody of goods and 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; and
- (v) the Customer grants permission to Coldpoint to enter any premises without notice, 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.

14. 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.

15. Intellectual Property

The Customer agrees that all intellectual property in the creation of any goods and/or services shall be and remain the property of Coldpoint despite any contribution by the Customer.

16. 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.

17. Limitation of Liability

- a) Subject to the law, Coldpoint 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 cost thereof) 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;
 - (v) in no case shall Coldpoint be liable for consequential loss, damage or expense which is made after 30 days from the date of delivery of goods and/or services - after which there shall be deemed to have been unqualified acceptance;
 - (vi) any consequential loss and/or any special and/or punitive damages through any fault of Coldpoint or otherwise; and/or
 - (vii) any claim in any way caused and/or contributed to by the Customer and/or any third party.
- d) 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.
- e) 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.
- f) Any possible damaged caused upon delivery of goods via one of Coldpoint's carriers, Customer must advise Coldpoint immediately upon delivery including photos of damage, - after which there shall be deemed to have been unqualified acceptance via the Customer;
- 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.

18. Force Majeure

Coldpoint shall not be in default or in breach of any contract with the Customer as a result of Force Majeure including any strike, lock-out, pandemic.

19. 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) Goods are to be returned in brand new and unused condition with undamaged packaging and/or if 14 days or more have passed since delivery Coldpoint may take back goods in saleable condition on such terms as Coldpoint considers to be reasonable and Customer is to pay Coldpoint a 10% restocking fee
- c) Subject to clause 18(p) Coldpoint will accept return of defective goods and will provide a credit to the Customer for their invoice price provided that the Customer produces a copy of the invoice and the reasons for the goods being returned.
- d) 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.
- e) Customer must have Coldpoint approval before anything can be returned including original invoice as proof of purchase.
- f) Coldpoint reserve the right not to accept returns on any custom made, custom processed or custom acquired goods.
- g) The failure of a product during a warranty period does not automatically constitute a warranty claim.
- h) 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. Coldpoint will only cover cost of replacement parts only.
- i) Coldpoint will not be liable for incorrect application or poor work practices installing and commissioning the product.
- j) Damages, loss of refrigerant, labour and/or other associated cost involved in any failure are not covered by warranty.
- k) The original invoice number, date of sale and reason for failure must be quoted on all warranty returns.
- l) 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.
- m) 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.
- n) Any warranty shall run from the date of purchase and not be extended by any replacement or repair.
- o) Original invoice of goods must be paid for.
- p) 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.

20. 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.
- c) Customer agrees not to cancel any order without prior approval from Coldpoint

21. Reconditioned Goods

Coldpoint will not be held accountable for any reconditioning and/or repair of products made and/or provided by the Customer and/or any third party.

22. 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.

23. 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.

24. 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.

25. Customer Restructure

The Customer shall notify Coldpoint in writing within 7 days of any change in its structure or management including change in director, shareholder and/or management and/or any change in partnership and/or trusteeship of each change. Until such notice is received the Customer guarantees the performance of all obligations passing to any third party and fully compensates Coldpoint against all loss (including legal costs on an assurance basis).

26. Credit Limit

Any credit facility or credit limit is simply an indication only of the intention of Coldpoint/ScotPac at the time. Coldpoint/ScotPac has the right to change or withdraw credit at any time, without obligation to the Customer or any other party. If the Customer breaches any of these Conditions, the whole amount owed by the Customer becomes instantly due and payable.

27. Waiver

Coldpoint's decision not to execute any of its rights in response to a breach of these Terms does not constitute a waiver of any rights in response to any subsequent breach.

28. Cylinders

- a) Only Customers with a valid Refrigerant Trading Authorisation (RTA) issued by the Australian Refrigeration Council (ARC) linked to ABN that has an account with Coldpoint are able purchase gas, evidence of this must be provided to Coldpoint.
- b) all refrigerant and industrial gas cylinders remain the property of Coldpoint unless sold (subject to clause 13 above) to the Customer, in which case all liability, responsibility and regulatory requirements lay solely with the Customer;
- c) Coldpoint do not hold cylinders for any customers unless an invoice has been raised and payment made as per our Conditions.
- d) Monthly rental charges apply to all Customers, including final rental charge once empty cylinder has been returned, unless otherwise advised in writing via Coldpoint.
- e) No rental will be charged if empty cylinder has been returned within the same month it was invoiced out.
- f) Coldpoint take no responsibility for missing cylinder once it has been invoiced out to a customer and customer cannot provide proof of return to Coldpoint being Coldpoint return paperwork. Word of mouth is not sufficient.
- g) Any changes including replacement cost incurred to Coldpoint from their supplier for any cylinders not returned, missing, stolen, damaged or any liability arising from misuse or non-compliance with any regulations in direct relation to the Customer, will be passed onto the Customer via an invoice. The Customer agrees:
 - (i) all refrigerant and industrial gas cylinders remain the property of Coldpoint unless sold (subject to clause 13 above) to the Customer, in which case all liability, responsibility and regulatory requirements lay solely with the Customer;
 - (ii) to pay monthly rental charges per cylinder, (as advised and outlined on invoices), including final balance when cylinder has been returned;
 - (iii) to return cylinders to Coldpoint if requested;
 - (iv) to make sure cylinder is totally empty before returning back to Coldpoint;
 - (v) to comply with all regulatory requirements in use and ownership of the cylinders;
 - (vi) to indemnify Coldpoint for the full replacement cost of any cylinders not returned or damaged and against any liability arising from misuse or non-compliance with any regulations; and
 - (vii) to pay full replacement cost for any cylinders not returned, missing, stolen, damaged or any liability arising from misused or non-compliance with any regulations.

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.

DIRECTOR, SECRETARY OR AUTHORISED REPRESENTATIVE SIGNATURE/S

Director / Owner / Partner / Secretary / Authorised Representative (*please circle*)

(Print Name)

Director / Owner / Partner / Secretary / Authorised Representative (*please circle*)

(Signature)

(Date)

Please return Application for Credit including Terms & Conditions to Joanne Mandato for processing –

Email: joanne@coldpoint.com.au

OR via Post to:

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