

APPLICATION FOR A 30 DAY CREDIT ACCOUNT

FAX TO: AIR MET SCIENTIFIC: 1800 000 774



| | | |
|---|----------------------|--------------|
| Name of Company | | |
| ABN | | |
| Address for Accounts | | |
| Contact Name | | |
| Position | | |
| Telephone No. | | |
| Fax No. | | |
| Email | | |
| Delivery Address | | |
| Type of Business | | |
| Year Established | | |
| Company Directors | Name: | |
| (Name & Home Address) | Address: | |
| | Phone: | |
| | Name: | |
| | Address: | |
| | Phone: | |
| Credit References | 1 | |
| | Phone: | Fax: |
| | 2 | |
| | Phone: | Fax: |
| | 3 | |
| | Phone: | Fax: |
| Estimated Monthly Purchases | \$ | |
| We wish to apply for a 30 day credit account with Air-Met Scientific Pty Ltd and agree to abide by the terms and conditions. | | |
| Authorised Signature | | |
| Name | | |
| Title | | Date: |
| Office Use Only | | |
| Checked: | Credit Limit: | |
| Approved: | Account No: | |
| Rep Code: | Date Entered: | |



In these terms and conditions "Air-Met" means Air-Met Scientific Pty Ltd and "the Customer" means the individual or organisation placing an order for goods or services with Air-Met.

1. **PRICES:**

Unless stated otherwise prices quoted are in Australian Dollars and are based on rates of freight, insurance, customs duties, foreign exchange, shipping expenses, cartage and sorting & tracking charges, ruling on the date of quotation and any alterations either before acceptance or during the currency of the contract, shall be to the Customer's account unless otherwise agreed in writing.
2. **VALIDITY:**

Unless otherwise stated, quotations will remain open for acceptance for a period of thirty (30) days after which they will be subject to confirmation before acceptance of an order.
3. **ORDERING:**

Placing of an order with Air-Met will indicate automatic acceptance of these terms and conditions. Orders placed with value of less than \$50.00 may incur a \$5.00 accounting fee. Notwithstanding anything to the contrary contained herein no order for goods to the value of \$5,000.00 or more shall be accepted by Air-Met unless and until the aforesaid order is received by Air-Met in writing.
4. **DELIVERY:**

For all shipments within Australia a freight cost of \$15.00 + G.S.T will be charged. Where the Customer nominates a carrier, delivery is deemed to have occurred upon delivery to or collection by the Customer's nominated carrier. Where goods are to be collected by the Customer from Air-Met, delivery is deemed to have occurred when the Customer is notified by Air-Met that the goods are available for collection.
5. **PAYMENT TERMS:**

Payment terms are strictly net 30 days from date of invoice. Statements will be mailed to assist account reconciliation and prompt payment. Air-Met reserves the right to suspend shipments to any Customer whose account is overdue. Unless the intention to finance the purchase of goods under lease or commercial hire purchase is notified at time of ordering, the order will be subject to Air-Met's normal trading terms. Goods to be purchased under finance will normally not be despatched until Air-Met has been notified by the finance company that the finance has been approved.
6. **GOODS AND SERVICES TAX: (GST)**

GST at ruling rates will be charged on all goods and services supplied and will be collected by Air-Met on behalf of the Commissioner of Taxation. No exemptions apply.
7. **CLAIMS:**

Unless claims for non-delivery of goods, incorrect delivery of goods and delivery of goods not in accordance with order are notified in writing to Air-Met within seven (7) days from date of delivery, then the said goods are deemed to be in all respects in accordance with the order and the Customer shall be liable for and bound to pay for the goods. Written notices must give details of: (a) invoice number, (b) invoice date and (c) reason for claim.
8. **RETURNS:**

Goods ordered and shipped may only be returned after written authorisation has been given by Air-Met and any credit due or any repair/replacement under warranty shall be determined after inspection. A re-stocking fee equal to thirty (30) percent of the sale price may be applied to goods returned for credit. Except for warranty claims, returns will not be accepted for any reason after sixty (60)fourteen (14) days from date of shipment. Goods approved by Air-Met for return must be sent freight prepaid unless otherwise arranged with Air-Met. Goods approved by Air-Met for return freight collect will only be accepted if sent by Air-Met's nominated carrier.
9. **DELAY IN DELIVERY:**

Air-Met undertakes to make every effort to ensure that goods are delivered within the quoted delivery time. Orders for goods not delivered within the quoted delivery time may only be cancelled by the Customer giving Air-Met seven (7) days notice in writing of the intention to cancel such order and providing the goods have not been delivered by Air-Met within those seven (7) days.
10. **BACKORDERS:**

All goods that are not in stock will automatically be placed on backorder unless otherwise instructed by the Customer at the time of ordering.
11. **OVERDUE ACCOUNTS:**

Air-Met may charge the Customer bona fide reasonable costs including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue. These costs are to be in addition to any award of costs by a court of competent jurisdiction.
12. **PASSING OF PROPERTY:**

Until the Customer has paid in full for the goods ordered, legal and equitable title of those goods remains with Air-Met and the Customer shall merely be a bailee and fiduciary owner of the goods. By the giving of reasonable notice Air-Met may require the Customer to return any goods which are the property of Air-Met.
13. **WARRANTY:**

Warranty on goods supplied and work performed is limited to the repair or replacement of the goods due to defects in materials and workmanship for a period of twelve (12) months from date of delivery. Without limiting the generality of the foregoing the aforesaid warranty does not extend to repair or replacement of the goods occasioned by:

 - (i) The failure of the customer to comply with any instructions or literature supplied with the goods relating to the storage, installation, operation or servicing of the goods;
 - (ii) Faulty installation or workmanship by a third party which causes damage to the offered equipment;
 - (iii) The misuse, neglect or alteration in any manner by the customer, its agents or employees or any third party.

All goods must be returned to Air-Met or it's nominated representative for any repair covered under this warranty.

For fixed installations, site visit and repair charges at ruling rates will apply if the repair is deemed to be the result of the aforementioned (i), (ii) or (iii).

Filters, hydrophobic barriers, sinters, batteries, pump diaphragms & valves, electrodes and any other products deemed to be a consumable item are not covered by this warranty.
14. **LIMITATION OF LIABILITY:**

The Customer assumes full responsibility for the capacity and performance of the goods being sufficient and fit for purpose.

Air-Met will not be liable for any loss or damage arising from or alleged to have arisen from delay in delivery, malfunction or failure of any products or services provided.
15. **REPAIRS:**

Goods returned for repair should be accompanied by a full report listing the faults found and the work required to be done. No work will commence until the Customer provides Air-Met with an official order number or written authorisation to proceed with the repair. A quotation charge may apply if the work does not proceed.
16. **INSTALLATION AND COMMISSIONING:**

Unless itemised separately, prices quoted do not include installation or commissioning.

Installation and commissioning work will not commence without the provision by the Customer of an official order number or written authorisation to proceed. Delays and additional materials required due to site and other conditions both beyond the control of Air-Met and not made clear to Air-Met or their appointed representative at the time of inspection or quoting, will be at the Customer's expense. Should such delays occur or additional materials be required, Air-Met or their appointed representative shall obtain written authorisation from the Customer to continue with the work. Should such authorisation not be given, the work will cease and any materials used and labour charges up to that point in time will be at the Customer's expense.
17. **COPYRIGHT:**

All drawings, diagrams and illustrations forming part of or enclosed with a quotation are approximate only. All such enclosures remain the property of Air-Met which retains the copyright therein. All drawings, diagrams, descriptions, tables, specifications, etc. handed to or disclosed to the Customer whether the same form part of or are enclosed with the quotation or not are the property of Air-Met, who retain the copyright therein. In no circumstances shall any material referred to in this clause be disclosed to third persons nor shall they be copied, multiplied or used for any purpose other than the purpose for which it is supplied without written consent. Any invention or improvement made by the customer and attributable in whole or in part to such specifications, plans, drawings, process information, patterns and designs shall be the property of Air-Met. Any material mentioned in this clause shall be returned to Air-Met on request.
18. **AMENDMENTS:**

Amendments to these trading terms will not be binding unless made in writing and signed by an authorised officer of Air-Met.