

DEALER APPLICATION FORM

- **Please print clearly in block letters**
- **Return completed application by Fax or Post.**
- **Attach a copy of your Business Registration**
- **Attach a copy of your letterhead showing A.B.N.**

1. Full Business Name:
(ie: Pty Ltd, etc)

2. Full Trading Name of the above:
(if as above leave blank)

3. Australian Business Number (ABN): 4. Date business commenced trading:

5. Registered Office Address:
Suburb: State: Postcode:

6. Trading address:
Suburb: State: Postcode:

7. Postal Address:
Suburb: State: Postcode:

8. Phone: () Fax: : ()

9. Purchasing Contact: Ph: Fax:

10. Trade Referees (Current Creditors ONLY)

Co. Name: **Contact:**
Address: **Suburb:**
State: **Postcode:** **Phone:** **Fax:**

Co. Name: **Contact:**
Address: **Suburb:**
State: **Postcode:** **Phone:** **Fax:**

Co. Name: **Contact:**
Address: **Suburb:**
State: **Postcode:** **Phone:** **Fax:**

DAYLITE TECHNOLOGIES PTY. LIMITED

ABN 91 102 535 606

Unit A, 11-13 Short Street
Auburn NSW 2144
Tel: 61-2-9737 8277
Fax: 61-2-9737 8977

11. General Business Details

Business Type: Company Partnership Sole Enterprise

Description of Business:

Avg. stock value: \$..... Avg. debtors value: \$ Avg. Monthly Gross Sales: \$.....

12. I/We agree to trade under Terms and Conditions of Trade included in this document and I/We warrant that the information contained herein is true and accurate.

Signature of Public Officer: Position:

Name: Date:

OFFICE USE ONLY

Trade Referee Comments

1..... 2 3
.....

Application signed

Application approved by: Signature: Date:

Daylite Technologies Pty. Limited – Terms and Conditions of Trade

1. Definitions

- 1.1 "Seller" means Daylite Technologies Pty Limited, A.B.N. 91 102 535 606.
1.2 "Buyer" means the person, business or company that is the purchaser of the Goods.
1.3 "Goods" means the Goods supplied by the Seller to the Buyer.
1.4 "Price" means the cost of the Goods as agreed between the Seller and the Buyer subject to Clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
2.2 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
2.3 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

3. Goods

- 3.1 The Goods shall be described on the invoices, quotation, sales order or any other order forms as provided by the Seller to the Buyer.

4. Price and Payment

- 4.1 At the Seller's sole discretion:
(a) The Price shall be indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
(b) The Price shall be the Seller's current Price at the date of delivery of the Goods according to the Seller's current price list.
4.2 Time for payment for the Goods will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be due on delivery of the Goods.
4.3 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by EFT transaction, or by direct debit, or by any other means as agreed to between the Buyer and the Seller.
4.4 The price shall be increased by the amount of any GST and other taxes and duties that may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

5. Delivery of Goods

- 5.1 Delivery of goods shall be made to the Buyer's address. The buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.
5.2 Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
5.3 The costs of carriage and any insurance that the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent.

6. Defects

- 6.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect,

shortage in quantity, damage or failure to comply with the description of the quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

7. Return of Goods

- 7.1 Except as provided in this clause, the Buyer is not entitled to return the Goods to the Seller for any reason. 7.2 For defective Goods that the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:
(a) The Buyer has complied with the provisions of Clause 6.1:
(b) The Seller will not be liable for Goods that have not been stored or used in a proper manner.
7.3 Goods must be returned with all packaging material, brochures, instruction manuals, videos or any other instruction material in as new condition as is reasonably possible in the circumstances.

8. Warranty as to Goods

- 8.1 Subject to the warranty set out in Clause 8.2 the Seller warrants that if any defect in goods supplied by the Seller becomes apparent and is reported within (1) year of the delivery date then the Seller (at the Seller's sole discretion) will repair the defect or replace the Goods or refund the Price.
8.2 The conditions applicable to the warranties given by Clause 8.1 are:
(a) The warranty shall not cover:
i) Any parts or components not actually supplied by the Seller; or
ii) Damage to any other Goods (apart from those covered by warranty), damage to any other component to which it has been attached, fitted to or used in conjunction with; or other losses, loss of profits, damages or injuries or consequential loss.
(b) The warranty shall not cover any defect or damage that may be caused by:
i) Failure on the part of the Buyer to properly maintain the Goods; or
ii) Fair wear and tear on the Goods; or
iii) Accidental or intentional damage, improper installation, misuse, neglect, alterations, negligence or acts of God.
(c) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the Goods are repaired, altered or overhauled without the Seller's consent.
(d) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the Goods or in properly assessing the Buyer's claim.

9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- 9.1 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

10. Buyers Disclaimer

The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller or for any damage or alleged damage caused by faulty Goods supplied by the Seller.

11. Default and Consequences of Default

11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.

11.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all costs of collection by the Seller's nominated collection agency.

11.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its right under this clause.

11.4 In the event that:

- (a) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
 - (b) The Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) A receiver manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then
- (i) The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) All amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

12. Title

12.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:

- (a) The buyer has paid all amounts owing for the particular Goods; and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Buyer and the Seller, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

12.2 It is further agreed that:

- (a) The Buyer shall not deal with the money of the Seller in any way that may be adverse to the Seller.
- (b) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- (c) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- (d) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
- (e) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

- (f) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

13. Cancellation

13.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

14. Privacy Act 1988

14.1 The Buyer agrees for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer in relation to credit provided by the Seller.

14.2 The Buyer agrees that the Seller may exchange information about the Buyer with those credit providers named in the Credit Application or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Buyer;
- (b) To notify other credit providers of a default by the Buyer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) To assess the credit worthiness of a Buyer.

14.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

14.4 The Buyer agrees that personal data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) Provision of Goods;
- (b) Verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Goods;
- (c) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Buyer; and
- (d) Enabling the operation of the Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods.

14.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- (a) To obtain a consumer credit report about the Buyer; and or
- (b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

15. General

15.1 If any provision of these terms shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.2 All Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law that affect the Goods supplied.

15.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

15.4 The Buyer shall not set off against the Price amounts due from the Seller.

15.5 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

15.6 The Seller reserves the right to review these terms and conditions at any time and from time to time. If following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of such change.

15.7 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the Goods.