

Vacuum Pumps Australia Ltd

Unit 9, 53-57 Link Drive,
YATALA QLD 4207
PO Box 1556,
BEENLEIGH QLD 4207
Phone: +61 (0) 7 3287 5533
Fax: +61 (0) 7 3382 7744
Email: info@vacpumps.com.au
Web: www.vacpumps.com.au
ABN: 54 161 753 331

Vacuum Pumps Australia Ltd

Exclusive distributor for Edwards products in Australia and New Zealand



APPLICATION FOR CREDIT TRADING ACCOUNT WITH Vacuum Pumps Australia Ltd (VPA)

Name of legal entity applying for credit (the Buyer):

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Trading name (if different from legal name):

.....

ABN/ACN:

.....

Type of organisation: Sole trader / Partnership / Company (delete those not applicable)

Postal address for invoices:

.....

Delivery address:

.....

Phone No.: (.....) Fax No.: (.....)

Contact Name.: Mobile No.:

Contact person for accounts:

Email address:

APPLICATION FOR CREDIT TRADING ACCOUNT WITH Vacuum Pumps Australia Ltd (VPA) Continued.....

Please supply three (3) trade references:

Please do not include banks, related companies, utility companies, etc

<u>Business name</u>	<u>Phone No.</u>	<u>Fax No.</u>	<u>Email.</u>
.....
.....
.....

TERMS OF TRADE

In applying for a credit trading account with Vacuum Pumps Australia Ltd, we the Buyer agree and acknowledge that:

1. "Buyer" means the person, business or organisation named as the Buyer on Vacuum Pumps Australia Ltd Application for Credit Trading Account
"Goods" means vacuum pumps, components for such systems, related spare parts and accessories, along with other products supplied by Vacuum Pumps Australia from time to time, and in respect of each order of Goods from the Buyer accepted by Vacuum Pumps Australia Ltd, means the Goods described in the invoice issued by Vacuum Pumps Australia Ltd in respect of the relevant order.
"PPSA" means the Personal Properties Securities Act 2009.
2. In the event of any conflict, these terms of trade (together with any special terms and conditions agreed in writing by Vacuum Pumps Australia Ltd) will prevail over the terms of any other document.
3. Vacuum Pumps Australia Ltd retains legal ownership of the Goods supplied by Vacuum Pumps Australia Ltd until Vacuum Pumps Australia Ltd has received full payment for the Goods.
4. Until ownership of the Goods passes:
 - (a) the Buyer must not consent to or enter into any agreement which permits any supplier or other person to register a security interest in respect of the Goods (whether in accession or otherwise) which ranks in priority to Vacuum Pumps Australia Ltd rights as first ranking security holder; and
 - (b) the Buyer grants Vacuum Pumps Australia Ltd a security interest in the Goods whether or not they have become accessions to other goods or processed into other goods; and
 - (c) the Buyer gives irrevocable authority to Vacuum Pumps Australia Ltd to reclaim any Goods in the Buyer's possession or control (including any Goods that have become an accession under the PPSA) and to dispose of them or retain them for its own benefit and for that purpose Vacuum Pumps Australia Ltd will be entitled without notice to enter, directly or by its agents, on any premises where it believes Goods may be stored, without in any way being liable to any person.
5. The Buyer will execute documents and do such further acts as may be required by Vacuum Pumps Australia Ltd to register the security interest granted by Vacuum Pumps Australia Ltd under these terms of sale, under the PPSA or for any purpose.
6. The Buyer shall pay all Good and Services Tax and any other duties, levies or taxes in respect of the goods or services supplied.
7. The Buyer, shall pay Vacuum Pumps Australia Ltd in full 30 days from the date of the of invoice, except that payment shall be made immediately in any of the following circumstances: a) the Buyer is found to have made a false declaration in the preceding credit application, b) the Buyer becomes at risk of being insolvent or having a receiver, liquidator or statutory manager appointed.
8. The Buyer, will pay interest at the rate of 1.5% per month on any overdue amount and will pay all legal and debt collection costs incurred by Vacuum Pumps Australia Ltd, should Vacuum Pumps Australia Ltd find it necessary to recover outstanding moneys from us.
9. To the extent that the Goods are required for business purposes, the guarantees contained in the Competition and Consumer Act 2010 are excluded.

Vacuum Pumps Australia Ltd TERMS OF TRADE Continued.....

10. Vacuum Pumps Australia Ltd shall not be liable for consequential or special damages under any circumstances whatsoever and the Buyer accepts that Vacuum Pumps Australia Ltd's liability in respect of any defect in or failure of the goods supplied or for any loss, injury or damage attributable thereto shall be limited to the repair or replacement of the Goods or the refund of the original purchase price of the Goods concerned at Vacuum Pumps Australia Ltd's absolute discretion.

Privacy Act 1988: Vacuum Pumps Australia Ltd may disclose any information contained in the application to a credit reporting agency and to obtain credit report containing personal credit information about the applicant (or any partner or director of the application) in accordance with the provisions of the Privacy Act 1988 (as amended)

Signatories to this application. Please supply Proprietor's/Partners'/Directors' full names, personal addresses and signatures:

Name:

Address:

Position:

Signature: Date:

Name:

Address:

Position:

Signature: Date:

Each of who confirms that the Privacy Act clause above has been read and understood. The Buyer also confirms that the information provided on this form is true and correct and acknowledges that the above terms of trade have been read and understood and agrees to comply with them.

Position, full name and signature of the person authorised to act on behalf of and bind the Buyer:

Name:

Position:

Signature: Date: