



ABN 65 109 461 896 (Australia) Trading Pty Ltd

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**SALES CONTACTS**

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**CREDIT ACCOUNT APPLICATION**

<b>Company Details</b> (complete all fields)			
Company Name (and Trading Name if different)			
Address			
Suburb	State	Postcode	
ABN	Buying Group (if applicable)		
Phone	Website		
Estimated monthly purchases	Credit limit request		
<b>Director / Owner Details</b>			
Name 1	Title	Web Access?	Y / N
Email	Mobile	Prime Contact	Y / N
Name 2	Title	Web Access?	Y / N
Email	Mobile	Prime Contact	Y / N
<b>Purchasing Contact Details</b>			
Name	Title	Web Access?	Y / N
Email	Mobile	Invoice & Statement	Y / N
<b>Account Contact Details</b>			
Name	Title	Web Access?	Y / N
Email	Mobile	Invoice & Statement	Y / N
<b>Trade References</b> (if credit limit request is above \$500)			
Company	Name	Email	
Company	Name	Email	
Company	Name	Email	

**Agreement:**

We agree to the credit terms and conditions on the basis that goods are to be paid for by the 30<sup>th</sup> day of the month following their purchase ie net 30 days. We agree that the title of the goods ordered shall not pass until payment for them has been made. We agree that delivery of goods to our premises is at our risk and shall be deemed to be delivered to us at the time the goods leave your premise.

Name of Applicant 1	Signature
Position Held	Date
Name of Applicant 2	Signature
Position Held	Date



## TERMS AND CONDITIONS OF SALE

### 1. Definitions

"Customer" means the person, firm or corporation to which the Company supplies Goods upon request.

"Goods" means the articles, goods, merchandise and/or materials supplied by the Company to the Customer.

"The Company" means Powercell (Australia) Trading Pty Ltd ACN 109 461 896.

### 2. Incorporation of Terms

**2.1** All quotations or submission given and orders accepted for Goods by the company are so given or accepted subject to these Terms and Conditions.

**2.2** There shall be no variation to the Terms and Conditions unless specifically agreed to in writing by the Company.

### 3. Quotations and Submissions

No quotation or submission by the Company shall constitute a contractual offer.

### 4. Price and Payment

All sums owing to the Company must be paid by the Customer within 30 days from the issue of a statement by the Company. Where payment is not made within the 30 day period interest at a rate equal to the Company's then current overdraft rate shall accrue on the amount due from the date of invoice until the day of payment.

### 5. Retention of Title

**5.1** Title in the Goods shall be retained by the Company until it receives payment in full for the Goods. Until title in the Goods passes to the Customer the Customer shall keep the Goods as a fiduciary for the Company and if required shall store the Goods in a manner that clearly shows the ownership of the Company.

**5.2** The Customer may sell the Goods as the Company's fiduciary to a third party in a course of business and deliver them to that party subject to the Customer accounting to the Company in accordance with the parties' fiduciary relationship.

Proceeds of sale should be paid into a separate account with separate records being maintained. Where that Customer delivers the Goods to a third party and is not paid by the third party the Customer shall at the option of the Company assign its claim against the party to the Company upon the Company giving the Customer notice in writing to that effect.

**5.3** If any amount due by the Customer to the Company under the terms of this agreement remains unpaid after 30 days from the Statement date and the Company has not expressly agreed to an extension of time for its payment or having regard to such extension the charge or amount or any part thereof still remains unpaid or if the Customer becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or if the Customer being a Company is placed under official management or into liquidation or a possession of the Goods wherever they are located and remove them to the nearest place of business and enter upon the Customer's premises for that purpose without any Court action or other process of law and may furthermore recover the costs of such repossession from the Customer as a debt due under this agreement in addition to all other sums rightfully due to it hereunder PROVIDED HOWEVER that nothing in this Clause or any action taken hereunder shall operate to relieve the Customer of any obligation or liability incurred under this agreement and still existing at the date of such repossession or to restrict or to prejudice any right or remedy available to the Company at the same date.

**5.4** The Customer shall effect and maintain at all times adequate insurance against all risks for which it is liable to the Company under these Terms and Conditions of Sale and shall ensure that the insurer holds the Company covered for its interest under such insurance. Such insurance shall be at the customer's cost and the Company may require the Customer to produce evidence of compliance with this Clause at any time before and/or after delivery.

### 6. Delivery

**6.1** Delivery of the Goods shall be made by the Company to the Customer at the company's premises in Adelaide or relevant State Offices. Delivery of Goods from that point shall be at the risk and at the cost of the Customer. Where the Company arranges delivery of Goods from the Company's premises to a destination required by the Customer, the Company shall act as agent for the Customer which shall be liable for all costs and all risks in connection with such delivery.

**6.2** Depending upon availability, the Company shall use its reasonable endeavours to meet the Customers requested delivery date. However the Company shall not be liable to the Customer for any loss or damage (including consequential loss) caused by any delay or failure to deliver any Goods due to any cause or circumstances beyond its reasonable control. In the event of any delay in delivery as aforesaid, the delivery date may be deferred for a period at least equal to the time lost by reason of the intervening cause or circumstances. The Company shall not be liable for any loss or damage arising as a result of non-availability of Goods.

### 7. Claims

**7.1** It is the Customer's responsibility to inspect all Goods promptly upon delivery. The Company shall not be liable for short delivery unless the Customer submits a written claim to the Company within 7 days of the delivery in which the claim relates

**7.2** Where any claim in respect of Goods is made under any warranty given by the Company, replacement Goods shall be delivered by the Company to the Customer at the Company's Adelaide office. Alleged defective Goods and replacement Goods shall be taken to and from the Company's office by the Customer at the risk and at the cost of the Customer.

### 8. Jurisdiction

This agreement shall be governed by the laws of the State of South Australia

\*\*\*From 1.7.93 all orders accepted by the Company shall be subject to the above Terms and Conditions\*\*\*