



Interconnect Systems Pty Ltd
PO Box 6602
Frenchs Forest, NSW 2086
Australia

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National: 1 800 812 124
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CREDIT APPLICATION / DEBTOR UPDATE

Registered Name: _____
Indicate which is applicable (Pty Ltd, Partnership, Sole Trader)

Trading As : _____

ABN number: _____

Address: _____ State: _____

Post Code: _____ Phone: _____ Fax: _____

Postal Address: _____ State: _____ Post:Code: _____

If different to above

Period in Business: _____ Monthly Credit Requirements: _____

Nature of Business: _____

How did you hear about Interconnect Systems ? : _____

.....
Trade References: (Include Sydney references if any)

1. _____ Contact: _____ Phone: _____ Fax: _____

2. _____ Contact: _____ Phone: _____ Fax: _____

3. _____ Contact: _____ Phone: _____ Fax: _____

Name of Bank: _____ Branch: _____

Bank Phone Number: _____ Your Account Number: _____

I/We hereby agree to comply with all Interconnect Systems terms and conditions. Terms are strictly 30 Days from invoice. Where the applicant is a company, the person signing on behalf of the company covenants that he/she is duly authorised on behalf of the applicant to so sign this application form.

Signed: _____ (all 3 pages must be signed) Title: _____

Print Name: _____ Date: _____

Accounts Mgr email address: _____ A/P email address: _____

.....
OFFICE USE ONLY

SALESMAN CODE: _____ CREDIT LIMIT: _____ ENTERED BY: _____

SALES TERRITORY: _____ ACCT STATUS: _____ CHECKED BY: _____

DEBTOR CODE: _____ CENTRAL ACCT: _____ UPDATE MICRONET: _____

DEBTOR TEXT DETAILS: _____

Interconnect Systems Pty Ltd – Terms and Conditions

1. Property of Goods

- 1.1 Notwithstanding that the goods shall in whole or in part be at the risk of the Purchaser from the date of delivery to the Purchaser, the property in the goods shall remain with Interconnect Systems Pty Ltd until they have been paid for in full by the Purchaser.
- 1.2 If the Purchaser is a corporation and before payment in full has been received by Interconnect Systems, the Purchaser;
- (a) Enters into any arrangement for the benefit of its creditors;
 - (b) An administrator, liquidator, receiver or official manager is appointed in respect of the Purchaser;
 - (c) An application is made to wind up the Purchaser;
- then Interconnect Systems is specifically authorised as part of the consideration for the supply of the goods and/or services (if applicable) to enter the premises of the Purchaser and remove the goods supplied by Interconnect Systems for which payment has not been made in full.

2. Order and Delivery

- 2.1 Quotations are valid for 30 days and quoted items are subject to prior sale.
- 2.2 Goods are priced EXW (Ex-Works) Interconnect Systems Sydney. There is a minimum delivery charge of \$10-15.00 (local) or \$20-30.00 (interstate) applicable to every shipment made within Australia. The actual amount charged will depend on the weight/volume/destination of each shipment and freight charges greater than the minimum delivery charge will be met by the Purchaser. Purchaser requested multiple deliveries made against a single order, will attract a freight charge per shipment. There may be an extra charge payable by the Purchaser for urgent (same day courier/air) delivery.
- 2.3 All wire and cable quoted has a length tolerance factor of -10% / +10%. If minimum continuous lengths are required, Interconnect Systems must be informed prior to ordering, as there may be a cost premium.
- 2.4 Items with a standard pack size must be ordered in multiples of that pack size.
- 2.5 Interconnect Systems reserves the right to apply the foreign currency exchange rate(s) at the date of delivery and invoice the difference to the Purchaser, should the exchange rate(s) on which the quotation was based, vary more than +2%.
- 2.6 Quoted unit prices are valid only for the quantity of each item quoted. Any order received for a lesser quantity than that quoted will be subject to a revised quotation.
- 2.7 Quoted unit prices/quantities on a multi-line quotation are conditional upon the whole quotation being accepted by placement of order.

3. Goods Return Policy

- 3.1 It is the Purchasers responsibility to fully inspect the goods upon receipt to ensure that the goods shipped by Interconnect Systems to the Purchaser are complete and conform to the Purchasers order and specifications / requirements.
- 3.1.1 (a) Interconnect Systems must be notified in writing of incorrect supply or faulty goods within seven days of receipt by the Purchaser, Interconnect Systems will not be liable to correct or rectify any such claims reported outside this time period.
- (b) Interconnect Systems will upon notification advise an RMA number, which is simply an invitation to return goods and is not to be taken as an acceptance of any credit claim.
- (c) After an RMA number has been issued the Purchaser must return the goods within seven (7) days with the RMA number clearly marked on the container / packaging of the goods;
- (d) Any goods returned must be unused and in re saleable condition;
- (e) The Purchaser will pay Interconnect Systems a restocking fee of 20% of the invoice value on all goods returned because of the Purchasers order error;
- (f) Non-standard or 'Customer Specific Product' orders, are non-cancellable and products are non-returnable.
- (g) All goods are to be returned to Interconnect Systems at the Purchasers expense.

4. Conditions of Supply

- 4.1 The goods and/or services supplied by Interconnect Systems to the Purchaser are supplied on technical information and specifications and/or samples supplied by the Purchaser to Interconnect Systems and notwithstanding any circumstances whatsoever including any advice or assistance provided by Interconnect Systems to the Purchaser concerning the technical information, specifications and/or samples the Purchaser accepts full and complete responsibility for all such information, specifications and/or samples and warrants to Interconnect Systems the completeness accuracy and fitness for purpose / application of same and Interconnect Systems will have no responsibility whatsoever for goods and/or services supplied on the basis of faulty, incomplete, inaccurate, or defective technical information, specifications and/or samples.
- 4.2 If the goods and/or services supplied by Interconnect Systems to the Purchaser do not correspond with samples the Purchaser specifically agrees that Interconnect Systems liability shall be limited to:
- (a) The replacement of the goods or the supply of equivalent goods;
 - (b) The repair of the goods;
 - (c) The payment of the cost of replacing the goods or acquiring equivalent goods;
 - (d) The payment of the costs of having the goods repaired.
- and Interconnect Systems shall in no way be liable for any alleged consequential loss, damage, destruction, injury, or harm of any nature whatsoever which may result from such non correspondence.
- 4.3 The Purchaser acknowledges and agrees to the full extent permitted by law and subject in particular to all rights and remedies in respect of the goods and services supplied by Interconnect Systems, which the consumer has under the Trade Practices Act (as amended) ("the Act") or equivalent or similar State legislation;
- (a) That the Purchaser has satisfied itself as to the suitability and fitness of the goods and/or services for the Purchasers particular purpose as specifically disclosed to Interconnect Systems.
 - (b) The Interconnect Systems goods and/or services do not constitute those of any kind ordinarily acquired for personal, domestic or household use or consumption pursuant to the Act or equivalent or similar State legislation. Then Interconnect Systems liability to the Purchaser shall in the case of any and all loss sustained by the Purchaser be limited in the absolute discretion of Interconnect Systems to;
 - In the case of goods, one or more of the following:
 - (1) In the replacement of the goods or the supply of equivalent goods;
 - (2) The repair of the goods;
 - (3) The payment of the costs of replacing the goods or acquiring equivalent goods;
 - (4) The payment of the cost of having the goods repaired.
 - In the case of services;
 - (1) The supply of these services again; or
 - (2) The payment of the cost of having the services supplied again.
- and Interconnect Systems shall in no way be liable for any alleged consequential loss, damage, destruction, injury, or harm of any nature whatsoever which may be caused to persons or property arising directly or indirectly from the use of the goods and/or services.
- (c) All conditions and warranties implied by statute whether State, Commonwealth and at Common Law are hereby excluded so far as the law permits.

Sign as read : _____

- 4.4 (a) The Purchaser acknowledges that its employees and agents may have access to private or confidential information owned or controlled by Interconnect Systems, relating to equipment, apparatus, programs, software, specifications, drawings and other data, and such information may contain proprietary details and disclosures. All information and data so acquired by the Purchaser or its employees or agents thereof shall be and shall remain the exclusive property of Interconnect Systems.
- (b) The Purchaser shall use a reasonable degree of care, which in any event shall not be less than the same degree of care which the Purchaser uses to protect its own proprietary and confidential information, to keep and have its employees and agents keep, any and all such information and data confidential. The Purchaser shall not copy, publish or disclose such information and data to others, or authorise its employees, or agents, or anyone else to copy, publish or disclose it to others, without Interconnect Systems prior written approval, and shall return such information and data to Interconnect Systems upon request.
- (c) With respect to all such information to be kept confidential the Purchaser agrees;

- (1) Not to provide or make available any of the Interconnect Systems proprietary information in any form to any person other than those employees, agents and subcontractors of the Purchaser who have need to know consistent with the Purchasers authorised use of the information;
- (2) Not to use or reproduce such information except for use reasonably necessary in connection with the Purchasers order from Interconnect Systems.
- (3) Not to publish or disclose any of the information to third parties without Interconnect Systems prior written consent; and
- (4) To return or destroy all such information which is in written or graphic form at the conclusion of its authorised use.

5. Payment

- 5.1 If paying by credit card, a fee will apply. We accept Visa or MasterCard only. A charge of 1.9% (excl GST) will appear in the CREDIT CARD CHARGE field on the invoice.
- 5.2 The purchase price of the goods and any other charges are payable no later than thirty (30) days from invoice date (due date). If the purchase price and/or other charges are not fully paid within seven (7) days of the due date then the Purchaser shall pay interest on the monies outstanding from the date to you until the date of full payment at the rate of 12% per annum together with any costs expended in collecting any outstanding money.

6. Taxation

In addition to the purchase price and delivery charges and extra charges applicable the Purchaser will pay by the due date all Federal and/or State goods and services taxes (GST), consumption or similar tax, duty or fee applicable to the purchase of the goods and/or services. And shall indemnify Interconnect Systems in respect of such GST, consumption and/or similar tax, duty or fee.

7. These Terms and Conditions

- 7.1 May only be varied with written consent of Interconnect Systems;
- 7.2 Shall be governed and interpreted in accordance with the laws of New South Wales and Australia as applicable and the parties submit to the non exclusive jurisdiction of New South Wales Courts;
- 7.3 Constitute the entire agreement between Interconnect Systems and the Purchaser and supersede all previous communications whether oral or written between Interconnect Systems and the Purchaser with respect to the subject matter hereof;
- 7.4 No rules of construction shall apply to the disadvantage of any party on the basis that that party was responsible for the preparation of these terms and conditions or any part of them.
- 7.5 Any part of these terms and conditions, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining parts of these terms and conditions.

8. Disputes

- 8.1 If a dispute arises out of or relates to these terms and conditions or the subject matter *i.e.* the goods and/or services the Purchaser and Interconnect Systems agree to first endeavour to settle the dispute by mediation conducted in accordance with Australian Commercial Disputes Centre (ACDC) mediation guidelines and administered by the ACDC, provided that the mediator shall where possible be a suitably qualified member of the Institute of Engineers.
- 8.2 In the event that any dispute has not been settled within twenty eight (28) days (or such other period as agreed to in writing between the Purchaser and Interconnect Systems) after the appointment of the mediator and the dispute may be submitted to expert determination administered by the Australian Commercial Disputes Centre (ACDC). The conduct of the expert determination shall be governed by the ACDC expert determination rules provided that the experts shall, where possible, be a suitably qualified member of the Institute of Engineers and determination shall not be binding unless agreed to by both parties.

9. Force Majeure

Neither Interconnect Systems nor any of its employees agents of sub-contractors shall be under any liability whatsoever to the Purchaser for non performance, part performance, defective performance or delay in the performance of any goods or services supplied or to be supplied or work carried out or to be carried out by Interconnect Systems, its employees, agents or sub-contractors, which is directly or indirectly caused by, or is a result of any circumstance beyond the reasonable control of Interconnect Systems. Without prejudice to the generality of the foregoing, the following shall be regarded as such circumstances;

- (1) Act of God, explosion, flood, lightning, fire or accident;
- (2) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (3) rebellion, revolution, insurrection, military or usurped power or civil war;
- (4) riot, civil commotion or disorder;
- (5) acts, restrictions, regulations, by laws, refusals to grant any licences or permission, prohibitions or measures of any kind on the part of any government authority;
- (6) import or export regulations or embargoes;
- (7) strikes, lock outs, or other industrial actions or trade disputes of whatever nature (whether involving employees of the Contractor or third party);
- (8) defaults of suppliers or sub-contractors (for any reason whatsoever) (where such delay is beyond reasonable control of the sub-contractor or supplier concerned).
- (9) incompleteness or inaccuracy of any technical information which it is the responsibility of the Purchaser to provide;
- (10) any failure, default, delay in performance, or any act or omission of any nature whatsoever on the part of the Purchaser, or its employees, agents, suppliers or sub-contractors.

10. Terms and Conditions

Terms and Conditions can change without notice. Any alteration, deletion or qualification of these Terms and Conditions which may appear in the Purchasers Application for Credit account or notice of acceptance of the quotation shall constitute a counter-offer by the Purchaser which shall have no effect unless accepted in writing by Interconnect Systems.

Sign as read: _____

Interconnect Systems Pty Ltd ABN 28 071 284 314

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