

AEON ENERGY (AUST) PTY LTD
ABN: 90 075 613 222
51 Steel Street
Melbourne VIC 3051

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CREDIT APPLICATION
(For 30 days from invoice date)

The applicant is a : Company Partnership Sole Trader Other

Trading Name:..... ABN:.....

Registered Business Name:.....

Business Address:.....

State:..... P/Code:..... Phone:..... Fax:.....

Email/Website Address:.....

Postal Address:.....

Date & State of Incorporation:.....

Type of Business:..... No. of Employees:.....

Full Name & Private Address of Proprietor/Partner/Directors:

1..... Driver Licence.....

2..... Driver Licence.....

3..... Driver Licence.....

Account Contact:

Email Address:..... Phone:.....

Premises Rented: Leased: Owned:

Trade Creditors

1..... Phone:..... Fax:.....

2..... Phone:..... Fax:.....

3..... Phone:..... Fax:.....

Estimated Monthly Purchases: \$.....

I hereby certify that I/we are the holder(s) of Australian Business Number.....

I/We acknowledge receipt of standard terms of trade of Aeon Energy Pty Ltd (printed on the reverse side of this application form) and agree to abide by the contents therein. In accordance with the privacy act, I/We agree to authorise Aeon Energy Pty Ltd to report to or obtain from a credit reporting agency, a credit provider from a business which provides information about the credit worthiness or a person/s, credit report, a report about my/our commercial activities or commercial credit worthiness, or a report containing personal credit information about me/us in relation to credit provided by Aeon Energy Pty Ltd.

I/We Herby apply for thirty 30 days of credit account with Aeon Energy Pty Ltd, and agree to abide by the Trading terms and conditions of sale.

Printed Name:..... Signed:.....

Position:..... Date:.....

GUARANTEE

COMPANY _____ **ABN** _____

I/We the undersigned guarantors acknowledge and agree with Aeon Energy Australia Pty Ltd that in consideration of the company granting credit facilities to the Applicant at our request, we agree that if at any time default shall be made by the applicant in the Trading Terms, we the below mentioned, will, on demand, pay the company the whole of such monies which shall be due and will indemnify the Company against all Loss and/or costs, charges and expenses whatsoever which the company may incur by reason of any default on the part of the applicant.

FIRST GUARANTOR

Name in Full: _____

Address in Full: _____

Telephone (private): _____

Date of Birth: _____

Guarantor's Signature: _____

Signature of Witness: _____

Name and Address of Witness: _____

Date: _____

SECOND GUARANTOR

Name in Full: _____

Address in Full: _____

Telephone (private): _____

Date of Birth: _____

Guarantor's Signature: _____

Signature of Witness: _____

Name and Address of Witness: _____

Date: _____

TERMS AND CONDITIONS

All sales of goods by Aeon Energy Pty Ltd are made on the terms set out in Clauses 1-13 below (“the Contract Terms”)

1. General

- 1.1 In these Contract Terms, headings are for convenience only and do not affect their interpretation.
- 1.2 The Contract Terms include all those statutory rights conferred on the customer which Aeon Energy in relation to a sale, is not capable of excluding restricting or modifying (“the customer’s statutory rights”).
- 1.3 Unless other terms are expressly accepted by Aeon Energy by a written amendment to the Contract Terms signed by a Director or the Secretary of Aeon Energy, the Contract Terms shall apply to the exclusion of:
 - 1.3.1 all prior discussions representation understandings and arrangements;
 - 1.3.2 all conditions and warranties (written or oral, express or implied) and other representations (contractual or otherwise) –
 - (a) whether or not arising under statute, by implication or law or by custom or usage; and
 - (b) whether or not endorsed or delivered with or referred to any order or other document delivered by the customer to Aeon Energy.
- 1.4 The customer’s general and special conditions only apply if and to the extent they have been accepted in writing by Aeon Energy.

2. Prices

- 2.1 Unless otherwise stated by Aeon Energy in writing prices do not include GST or other taxes or imposts (which, if payable, shall be to the customer’s account);
- 2.2 The prices charged will be those ruling at the date of despatch of the goods. All prices are subject to change without notice.

3. Payment

- 3.1 Payment shall be made in full by 30 days from the date of the invoice.
- 3.2 All payment are to be made on or before the due date as a condition precedent to future deliveries or supplied under this or any other contract;
- 3.3 The time for payment shall be of the essence of the contract;

4. Delivery or Supply

- 4.1 Aeon Energy endeavour to deliver the goods within the time agreed (if any) or within a reasonable time (in the absence of agreement) but shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in delivery or failure to deliver. If delay or failure is caused by force majeure or labour dispute Aeon Energy may suspend delivery supply or completion and/or terminate the contract. “Force Majeure” means an act of God, war, lightning, fire, earthquake, storm, flood explosion, unavailability or delay in availability of equipment materials or transport, and any other cause whether of the kind specifically enumerated or otherwise which is not within the control of Aeon Energy.

5. Property & Risk

- 5.1 No title or ownership of the goods sold shall pass to the customer by reason of delivery or acceptance of the same.
 - 5.1.1 Aeon Energy shall remain the absolute owner of the goods until purchase price of the goods has been paid in full to it by the customer. Until payment in full the customer shall be the bailee of the goods for Aeon Energy.
 - 5.1.2 Furthermore property in the goods supplied by Aeon Energy to the customer will not be passed to the customer until such time as the goods the subject of the contract and all other goods supplied by Aeon Energy to the customer have been paid for in full.
- 5.2 Should Aeon Energy seek to recover the goods the customer hereby grants to Aeon Energy a licence to enter onto the premises of the customer to facilitate recovery of the goods and indemnifies Aeon Energy for any damage which has been caused to the goods.
- 5.3 Risk with respect to the goods (including any loss, damage or deterioration, and whether to be delivered ex warehouse to the customer’s premises or in any other manner) shall pass to the customer immediately they leave Aeon Energy’s premises.

6. Export

Export sales shall be subject to the specific additional terms and conditions agreed upon or stipulated by Aeon Energy in writing.

7. Claims

- 7.1 The customer shall advise Aeon Energy in writing of –
 - 7.1.1 any claims – for loss or damage – within 7 days of receipt in the case of Australian orders and 14 days of receipt in the case of export orders and
 - 7.1.2 non-delivery – within 14 days of agreed or reasonable (whichever is applicable) delivery time in the case of Australian orders and 21 days of agreed or reasonable (whichever is applicable) delivery time in the case of export orders.

8. Warranty & Liability

- 8.1 Goods supplied by Aeon Energy are warranted to be free from defects in material and workmanship under normal use and service for periods of 12 months from initial installation or commencement of service life. The obligation of Aeon Energy under such warranty shall be limited to the repair or replacement of any goods or parts thereof which are validated as defective upon return.
- 8.2 Save as aforesaid Aeon Energy shall in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in material or workmanship or any defect in negligence of Aeon Energy of any servant contractor or agent of Aeon Energy.
- 8.3 No person acting without the express written authority of a Director or the Secretary of Aeon Energy is authorised or permitted to give or make on behalf of Aeon Energy any undertaking assertion statement, warranty admission or other representation in respect of the service or their supply at variance with the Contract Terms.

9. Terms

No goods may be returned to Aeon Energy without prior written approval of Aeon Energy and then only upon such terms as Aeon Energy may require.

10. Re-sales and Uses

- 10.1 Goods purchased may only be resold without alteration or their state condition get-up or packaging or alteration or obliteration of any of the trade marks, numbers, codes or other written manner used on or in relation to the goods or their packaging, and may only be resold or used
 - 10.1.1 Before any expiry date specified on or in relation to the goods; and
 - 10.1.2 if at all times after leaving Aeon Energy premises –
 - 10.1.2.1 their original sealed packaging (if any) has remained intact; and
 - 10.1.2.2 being sensilised materials, they have been stored and handled properly to preserve their quality.
- 10.2 Any recommended or suggested price for the re-sale of the goods is a recommended price only and there is no obligation to comply with the recommendation.

11. Waiver

Failure by Aeon Energy to enforce any of the Contract Terms shall not be construed as a waiver of any of Aeon Energy’s rights hereunder or a waiver of continuing breach.

12. Governing Law

- 12.1 This contract shall be governed by the construed in accordance with the laws in force in Victoria and the customer submits to the jurisdiction of the courts of that State.

13. Credit Check

- 13.1 The credit check will be carried out by Aeon Energy Australia Pty Ltd (ABN 90 075 613 222).