

MACRO WELD PTY LTD

The Trustee for MACRO WELD PTY LTD ATF BJ & GE MATHEWS FAMILY TRUST

ABN : 97 258 209 517

P.O. BOX 915
77 DRUMMOND RD , SHEPPARTON
VICTORIA , 3630

03 58320320

CUSTOMER ACCOUNT APPLICATION FORM

CUSTOMER TRADING NAME

CUSTOMER A/C NUMBER

EFFECTIVE DATE

CUSTOMER ACCOUNT APPLICATION FORM

IMPORTANT – ALL DETAILS MUST BE COMPLETED IN FULL FOR APPLICATION TO BE CONSIDERED

I/We hereby apply to have a customer account opened with The Trustee For Macro Weld PTY LTD ATF The BJ & GE Mathews Family Trust ("Macro Weld") for the purpose of obtaining welding equipment, industrial supplies and/or services, etc.

Type of Entity: Company Partnership Sole Trader Trust Incorporation

ABN No.: ACN No.:

Name of Entity: Date Business Commenced:/...../.....

Trading Name: *(IF OTHER THAN ABOVE)*

Registered Office Address: *(IF A COMPANY)*

Business Address: Period at this address Years

Mailing Address:

Are Business Premises: Owned Leased or Rented Financed to Purchase

Type of Business:

Account Limit Requested \$ /month

Bankers: Branch: PH.: () Contact:

CONTACT INFORMATION

ACCOUNTS PERSON

SALES PERSON

PURCHASING OFFICER

NAME

PHONE

FAX

EMAIL

FULL NAME & RESIDENTIAL ADDRESS OF SOLE TRADER/PARTNERS/DIRECTOR(S)-GUARANTOR(S)

PLEASE PRINT

A) Name: Home Phone No.:
Address:

B) Name: Home Phone No.:
Address:

C) Name: Home Phone No.:
Address:

D) Name: Home Phone No.:
Address:

TRADE/BUSINESS REFERENCES: (PLEASE GIVE FREQUENTLY USED REFERENCES OTHER THAN FUEL ACCOUNTS)

| BUSINESS NAME | CITY/TOWN | PHONE | FAX |
|---------------|-----------|-------|-------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Macro Weld is hereby authorised to contact the persons/companies nominated and the Customer shall authorise such persons to supply all financial and other information as may reasonably be required to evaluate the Customer Account Application.

ACCOUNT TRADING TERMS

- Our trading terms are **STRICTLY 30 DAYS**, that is, payment is required on or before the last trading day following the month of purchase. If default is made in due payment of any amount all other amounts, whether then due or not, shall immediately become due and payable.
- The charging and/or paying of interest on overdue amounts do not restrict our right to pursue other avenues for collection of any money due.
- Macro Weld in dealing with the Customer does so at the request of the Guarantor and in strict reliance upon the agreement of the Guarantor (and if more than one each Guarantor) to be jointly and severally liable (with the Customer) to Macro Weld for all sums of money which may at any time be owing by the Customer to Macro Weld in respect of goods or services provided by Macro Weld to the Customer. It is acknowledged by the Guarantor that Macro Weld may grant time or other indulgences or otherwise compound, compromise, release or discharge the debt due by the Customer without prejudice to the liability of the Guarantor hereunder. Reference to Guarantor in this clause refers to each person who signs this application.
- Any supply of goods or services to the Customer will in all respects be subject to Macro Weld' Terms and Conditions as noted above and as set out overleaf. No order form or other document emanating from or on behalf of the Customer which purports to vary or exclude such Terms and Conditions will be accepted by Macro Weld.

I/We, the undersigned, accept these trading terms and the Standard Terms and Conditions contained in this application as varied from time to time.

Signature: IN ORDER AS LISTED ON PAGE 2 OF THIS APPLICATION **Print Name:** PLEASE TICK CAPACITY BOX AS APPROPRIATE

| | | | | |
|-----------------|-------|------------|---------|---------------------------|
| A: | | Proprietor | Partner | Director and Guarantor |
| B: | | Proprietor | Partner | Director and Guarantor |
| C: | | Proprietor | Partner | Director and Guarantor |
| D: | | Proprietor | Partner | Director and Guarantor |

OFFICE ADMINISTRATION ONLY

| | | | | | |
|-------------------------|----------------------------------|--------------------|--------------------------------|--|------------------------------------|
| Macro Weld Rep |/...../..... Date Issued | Acc. Type | Acc. Mngr's Signature |/...../..... Manager's Signature |/...../..... Date Approved |
|-------------------------|----------------------------------|--------------------|--------------------------------|--|------------------------------------|

Comments:

.....

TRADING TERMS & CONDITIONS

1. INTERPRETATION

Reference in these terms to:-

- (a) "ACL" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- (b) "Goods" or "Services" refers to goods or services supplied by Macro Weld to You.
- (c) "PPSA" means the Personal Property Securities Act 2009 (Cth).
- (d) "You" means the person named in the Customer Account Application as the Customer.

Terms used in these Terms and Conditions which have defined meanings in the PPSA or ACL have the same meanings in these Terms and Conditions

2. PRICE

- 2.1 The "price" of Goods and/or Services will be the then current price as determined by Macro Weld and notified to You.
- 2.2 All prices are GST exclusive. GST is payable by You in addition to the price at the same time as the price is payable.
- 2.3 A \$15.00 handling charge will apply to all invoices under \$50.00 for retail sales and to all invoices under \$150.00 for wholesale sales.

3. LIABILITY

Where You comprises more than one person, each such person shall be jointly and severally liable to Macro Weld under these Terms and Conditions.

4. PAYMENT

- 4.1 The price shall be paid by You in cash or by cheque not later than thirty (30) days after Macro Weld invoices You. Time is of the essence in that regard.
- 4.2 If You fail to make any payment when due all other amounts whether then due or not will become immediately due and payable
- 4.3 Macro Weld reserves the right to recover from You a default charge on overdue amounts calculated on a daily basis at the rate which is of 4% above the Westpac Reference lending rate as published from time to time upon the outstanding balance of the price and to be payable by way of liquidated damages for breach of contract.
- 4.4 You must pay all costs and expenses (on a solicitor-client basis) reasonably incurred by Macro Weld arising out of any breach by you of these Terms and Conditions.

5. SUPPLY

- 5.1 Every endeavour will be made by Macro Weld to supply the Goods and/or Services within the period, if any, requested by You but no liability is accepted by Macro Weld for delay in delivery or non-delivery.
- 5.2 Macro Weld reserves the right at its discretion to discontinue supply to You at any time.

6. EXAMINATION

You are responsible for examination of the Goods upon delivery or collection and any alleged damage, deficiency or non conformity with order must be reported to Macro Weld in writing within two (2) business days of such delivery/collection otherwise no claims shall be considered.

7. TITLE AND TRANSFER

- 7.1 Title in Goods shall remain with Macro Weld until You have paid all monies due to Macro Weld on any account whatsoever. Until that time You must-
 - 7.1.1 At all times ensure that Goods are marked in a way that will enable their identification as property of Macro Weld;
 - 7.1.2 Except as mentioned in clause 7.2 not purport to mortgage, charge, transfer, convey or otherwise deal with Goods without the prior consent of Macro Weld;
 - 7.1.3 At all times allow Macro Weld access to Goods to inspect them and to re-take possession at its discretion and indemnify Macro Weld against all claims whatsoever (including claims of trespass) arising out of the exercise or purported exercise of rights under this clause;
 - 7.1.4 Insure Goods; and
 - 7.1.5 Account to Macro Weld for all proceeds of Goods including any insurance proceeds.
- 7.2 You shall be entitled to sell or consume Goods in the ordinary course of your business subject to –
 - 7.2.1 In the case of a sale of Goods You must hold the proceeds of sale on trust for Macro Weld;
 - 7.2.2 Your right to deal with Goods shall cease automatically if You-
 - (a) breach any provision of these conditions of sale;
 - (b) cease to or threaten to cease to carry on your business; or
 - (c) becomes the subject of any form of insolvency administration whether formal or informal.

8. PPSA

- 8.1 You hereby grant to Macro Weld a Security Interest in all present and after acquired Goods and their proceeds (including any accounts and accessions) to secure all monies owing to Macro Weld now and/or in the future by You.
- 8.2 You agree that:
 - (a) Macro Weld will continue to hold a Security Interest in the Goods in accordance with the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other Goods.
 - (b) You will do all the things necessary to enable Macro Weld to perfect and maintain its security interest including providing all information Macro Weld requires to register a Financing Statement or Financing Change Statement on the Personal Properties Securities Register ("PPSR") as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA;
 - (c) You will not change your name, ACN or ABN or other details required on the PPSR, without first notifying Macro Weld;
 - (d) Macro Weld need not give You any notice required under the PPSA unless the requirement to give notice cannot be excluded;
 - (e) You must pay any and all costs, expenses and other charges incurred, expended or payable by Macro Weld in relation to the filing, discharge or necessary amendment of any Financing Statement or Financing Change Statement.
 - (f) You will not allow security interests to be created or registered over the Goods in priority to the security interest(s) held by Macro Weld.
 - (g) To the extent the law permits them to be excluded Sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA shall not apply.

9. CONSUMER GUARANTEES

- 9.1 If Goods and/or Services are supplied to You as a Consumer, the ACL provides for You to have the benefit of consumer guarantees which cannot be excluded. You will be entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You will also be entitled to have goods and/or services repaired, replaced or re-supplied if they fail to be of acceptable quality and the failure does not amount to a major failure.
- 9.2 To the extent permissible by law, the liability of Macro Weld in respect of a breach of a consumer guarantee or any warranty made under these Terms and Conditions for any Goods and/or Services not of a kind ordinarily acquired for personal, domestic or household use is limited at the option of Macro Weld:
In the case of Goods to -
 - (a) replacing Goods or the supply of equivalent Goods;
 - (b) the repair of the Goods;
 - (c) the payment of the cost of replacing Goods or of acquiring equivalent Goods; or
 - (d) the payment of the cost of having Goods repaired.
In the case of Services to -
 - (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.
- 9.3 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and Macro Weld is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate You for:
 - (a) any increased costs or expenses;
 - (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damage of any nature whatsoever;arising out of the Macro Weld' supply of Goods and/or services to You or caused by Macro Weld' failure to provide or delay in providing Goods and/or Services.