

# CREDIT ACCOUNT APPLICATION



## APPLICATION FOR 30 DAY COMMERCIAL CREDIT ACCOUNT

**SPRINT INTERCOM & SECURITY PTY LTD**

ABN 17 976 867 877

1 / 7 Chaplin Drive Lane Cove NSW 2066 Australia

Telephone + 61 2 **9427 2677** Facsimile +61 2 **9427 6886**

sales@sprintintercom.com.au www.sprintintercom.com.au



# CREDIT ACCOUNT APPLICATION

The Customer applies for a 30 day Commercial Credit Account from Sprint Intercom & Security Pty Ltd (ABN 179 768 678 77) and submits the following information:

1. CUSTOMER'S ACCOUNT DETAILS				
Legal entity of business or account:				
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Company – attach Annual Report	<input type="checkbox"/> Private Company
<input type="checkbox"/> Association	<input type="checkbox"/> Government	<input type="checkbox"/> Trust - attach Trust Deed (copy)	<input type="checkbox"/> Other: <input style="width: 150px;" type="text"/>	
Business/Company Name: <input style="width: 95%;" type="text"/>				
ABN	<input style="width: 150px;" type="text"/>	ACN	<input style="width: 150px;" type="text"/>	ARBN <input style="width: 150px;" type="text"/>
Trading Name: <input style="width: 95%;" type="text"/>				
Business Address: <input style="width: 55%;" type="text"/> State <input style="width: 50px;" type="text"/> Postcode <input style="width: 50px;" type="text"/>				
Postal Address: <input style="width: 55%;" type="text"/> State <input style="width: 50px;" type="text"/> Postcode <input style="width: 50px;" type="text"/>				
Delivery Address: <input style="width: 55%;" type="text"/> State <input style="width: 50px;" type="text"/> Postcode <input style="width: 50px;" type="text"/>				
Telephone: ( <input style="width: 30px;" type="text"/> ) <input style="width: 100px;" type="text"/> Facsimile: ( <input style="width: 30px;" type="text"/> ) <input style="width: 100px;" type="text"/> Mobile: <input style="width: 150px;" type="text"/>				
Email Address for all Invoices & statements: <input style="width: 95%;" type="text"/>				
2. TRADE CREDIT REFERENCES				
Trade References / Credit Providers (x 3):				
<input style="width: 450px;" type="text"/>	Phone:	<input style="width: 150px;" type="text"/>		
<input style="width: 450px;" type="text"/>	Phone:	<input style="width: 150px;" type="text"/>		
<input style="width: 450px;" type="text"/>	Phone:	<input style="width: 150px;" type="text"/>		
3. CUSTOMER'S BUSINESS DETAILS				
Full Name of Sole Trader, Parteners, Trustees and Directors:				
				Copy of Drivers Lic attached <input type="checkbox"/>
Partner or Directors	Residential Address	Phone	D.O.B	Drivers Lic. No.
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>
Trade References / Credit Providers (x 3): <input style="width: 95%;" type="text"/>				
Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(If Yes, please provide the details below)				
<input style="width: 95%;" type="text"/>				
OFFICE USE ONLY				
Approved: <input type="checkbox"/>	Customer Code: <input style="width: 150px;" type="text"/>	Credit Limit: <input style="width: 150px;" type="text"/>	Pricing: <input style="width: 150px;" type="text"/>	

## 4. FINANCIAL DETAILS

Date Business Commenced:	<input type="text"/>	No. of Employees:	<input type="text"/>
Bank Name:	<input type="text"/>	Branch:	<input type="text"/>
Account No:	<input type="text"/>	(Ph):	<input type="text"/>
External Accountant Name:	<input type="text"/>	Firm:	<input type="text"/>
(Ph):	<input type="text"/>		
Property where Business Conducted:	<input type="text"/>		Owned in Full <input type="checkbox"/> Mortgaged <input type="checkbox"/> Rented <input type="checkbox"/>
Proposed Credit Commencement Date:	<input type="text"/>	Proposed Credit Limit:	\$ <input type="text"/>

## 5. AGREEMENT

Sprint's Terms and Conditions of Sale ("Conditions") are attached to this Application.

The Conditions are incorporated into each and every contract ("Contract") for the supply of Goods made between Sprint and the Customer after the date ("Acceptance Date") that Sprint agrees to provide credit to the Customer.

By signing this Application in the space provided in section 7 below, the signatories on behalf of the Customer:

- (a) acknowledge having received a copy of the Conditions and have read and understood those Conditions;
- (b) expressly agree that the Conditions are incorporated into each and every Contract for the supply of Goods made between Sprint and the Customer after the Acceptance Date;
- (c) expressly agree that if Sprint varies the Conditions from time to time after the Acceptance Date and provides reasonable notice to the Customer of the variation, the Conditions as varied are incorporated into each and every Contract for supply of Goods made between Sprint and the Customer after the date of such notice;
- (d) declare that the information provided on this Application is true and correct in every particular and that each of the signatories is authorised to make this Application on behalf of the Customer; and
- (e) acknowledges that the submission of this Application does not automatically result in the granting of a credit account by Sprint and acknowledges that Sprint reserves the right to accept or reject this Application in its absolute discretion.

## 6. PRIVACY AUTHORITY: INDIVIDUALS AND GUARANTORS

By signing this Application as a sole trader, partner, trustee, director or guarantor, I personally agree that Sprint may to the extent permitted by law:

- (a) provide any items of my personal information to a credit reporting agency;
- (b) obtain a consumer credit report about me from a credit reporting agency to assess my credit application or proposed guarantee or to collect overdue payments;
- (c) give credit worthiness information about me to a person for considering whether to act as guarantor, or to a guarantor;
- (d) exchange credit worthiness information about me with other credit providers to assess my credit worthiness or application for credit or to notify defaults or the status of my credit. I am aware that I may request access to my personal information held by Sprint.

## 7. SIGNATURES OF SOLE TRADER, ALL PARTNERS, DIRECTORS AND TRUSTEES (as applicable)

Dated this:	<input type="text"/>	day of:	<input type="text"/>	20	<input type="text"/>
Signature:	<input type="text" value="X"/>	Signature:	<input type="text" value="X"/>		
Name:	<input type="text"/>	Witness Name:	<input type="text"/>		
Position:	<input type="text"/>				
Signature:	<input type="text" value="X"/>	Signature:	<input type="text" value="X"/>		
Name:	<input type="text"/>	Witness Name:	<input type="text"/>		
Position:	<input type="text"/>				
Signature:	<input type="text" value="X"/>	Signature:	<input type="text" value="X"/>		
Name:	<input type="text"/>	Witness Name:	<input type="text"/>		
Position:	<input type="text"/>				
Signature:	<input type="text" value="X"/>	Signature:	<input type="text" value="X"/>		
Name:	<input type="text"/>	Witness Name:	<input type="text"/>		
Position:	<input type="text"/>				

8. PERSONAL GUARANTEE

I/We the undersigned in consideration of Sprint agreeing to supply or continuing to supply

(Name/Address):  (the Customer)

with Goods on credit or to forebear to sue for any payment currently due to Sprint, hereby jointly and severally agree with Sprint and any transferee of Sprint as follows:

- (a) To pay on demand all monies due from time to time to Sprint pursuant to any Contract or any collateral agreement between Sprint and the Customer.
- (b) To promptly, diligently and fully comply and to cause the Customer to similarly comply with all the conditions and obligations on the part of the Customer to be observed and performed pursuant to the Conditions of Sale ("Conditions") and any collateral agreement between Sprint and the Customer and/or any third party.
- (c) This Guarantee and Indemnity will continue despite any act, neglect, default, compromise or indulgence of Sprint or the death, bankruptcy, guardianship or mental illness of the Guarantor.
- (d) The Guarantor will not seek recovery of any money from the Customer to reimburse the Guarantor for payment made to or at the direction of Sprint until Sprint has been paid in full.
- (e) The Guarantor will pay on demand to Sprint all money which Sprint refunds to any liquidator or trustee in bankruptcy of the Customer as preferential or voidable payments from the Customer.
- (f) Any money received by Sprint from or on account of the Customer or in reduction of any amount owing by the Customer shall be deemed a payment in gross which will exclude the right of the Guarantor to claim any benefit until Sprint has been paid in full.
- (g) The Guarantor will indemnify Sprint against any loss Sprint might suffer as a result of any default by the Customer pursuant to the Conditions or any collateral agreement between Sprint and the Customer and/or any third party or the Customer exceeding its powers suffering any form of external administration contemplated by the Corporations Act or becoming deregistered.
- (h) In the event of any Contract being disclaimed by or on behalf of the Customer under any statutory or other power, the Guarantor shall at the expense of the Guarantor if required by Sprint enter into another Contract for the same price and subject to the same Conditions and provisions as are incorporated in the relevant Contract.
- (i) The Guarantor shall be bound by the terms of this Guarantee and Indemnity despite any assignment by Sprint or Customer of their respective rights and/or obligations under any Contract and/or despite any variation of the Conditions incorporated in the Contract and/or any collateral agreement between Sprint and the Customer and/or any third party.
- (j) Each Guarantor executing this Guarantee and Indemnity shall be bound by its terms whether or not it is executed by any other named Guarantor and/or transfer of any rights, duties or obligations by either Sprint or the Customer and/or any variation of the Conditions of Sale whether express or implied.
- (k) A reference to the Guarantor in this Guarantee and Indemnity means a reference to each named person and the provisions of this Guarantee and Indemnity shall bind each of them and their respective legal personal representatives both jointly and each of them separately.

SIGNATURE OF GUARANTORS

This Guarantee and Indemnity is executed as a binding legal obligation.

All company directors where the Customer is a company, all trustees where the Customer is a trust, all partners where the Customers is a partnership must give this guarantee.

Dated this:  day of:  20

Signature:

Name:

Position:

Signature:

Witness Name:

Signature:

Name:

Position:

Signature:

Witness Name:

Signature:

Name:

Position:

Signature:

Witness Name:

Signature:

Name:

Position:

Signature:

Witness Name:

# CONDITIONS OF SALE



## TERMS & CONDITIONS OF SALE

**SPRINT INTERCOM & SECURITY PTY LTD**

ABN 17 976 867 877

1 / 7 Chaplin Drive Lane Cove NSW 2066 Australia

Telephone + 61 2 **9427 2677** Facsimile +61 2 **9427 6886**

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## CONDITIONS OF SALE

### SPRINT INTERCOM & SECURITY PTY LTD

ABN 17 976 867 877 1 / 7 Chaplin Drive Lane Cove NSW 2066 Australia

#### 1. AGREEMENT

- 1.1 An Order for the purchase of Goods and/or Services from Sprint made by the Customer will be taken to be an offer to Sprint incorporating these Conditions.
- 1.2 A contract for the sale and purchase of the Goods and/or Services will be made upon acceptance by Sprint of the offer constituted by an Order, provided always that Sprint reserves the right to refuse any such offer.
- 1.3 These Conditions prevail over any terms and conditions of trade of the Customer whether or not any inconsistency arises.

#### 2. QUOTATIONS

- 2.1 Unless previously withdrawn, revoked or varied by Sprint prior to acceptance by the Customer, any written quotation by Sprint shall remain valid for the period stated in such quotation and, if no period is specified, no more than 60 days from the date of the quotation

#### 3. SPECIFICATIONS

- 3.1 Sprint makes no representation as to the accuracy of any specifications drawings and particulars in respect of any Goods contained in any advertising materials or other publications and Sprint reserves the right to alter any Goods without notice to the Customer.

#### 4. PRICE AND PAYMENT

- 4.1 Prices quoted to the Customer are those prevailing at the date of any quotation. The price of Goods and/or Services will be Sprint's prevailing price at the time of delivery to the Customer.
- 4.2 All prices quoted by Sprint are exclusive of all state and federal taxes charges or duties of any kind including GST and any such applicable taxes charges or duties shall be paid by the Customer as a condition of supply of the Goods and/or Services.
- 4.3 Unless otherwise agreed in writing by Sprint all sales for the supply of Goods and/or Services under these Conditions will be on a cash before delivery basis.
- 4.4 Should Sprint agree to grant credit to the Customer such credit will, in the absence of any written agreement by Sprint to the contrary, be upon the basis that payment will be made in full without deduction of any kind on or before the day being 30 days from the date of delivery of the Goods and/or performance of the Services to/for the Customer and otherwise in accord with Sprint's prevailing commercial credit policy at the time of the Order.
- 4.5 The Customer must pay Sprint on demand default interest at the rate being 2% higher than the prevailing bank overdraft rate charged by Sprint's banker on all overdue amounts owed by the Customer to Sprint for the period from the due date until the date that Sprint receives payment in full. Interest will be calculated daily and will be payable together with the overdue amount(s). Any accrued interest which is not paid within one calendar month will be added to the capital amount outstanding and will likewise be subject to interest until the outstanding amount is paid in full.

#### 5. ORDERS AND DELIVERY

- 5.1 Any Order for Goods and/or Services must be placed in accord with the prevailing ordering procedure of Sprint as specified from time to time (and the requirements of such ordering procedure are incorporated into these Conditions as if set out in full).
- 5.2 Freight, delivery and transit insurance in respect of the Goods will be arranged by Sprint and paid for by the Customer as a condition of the supply of Goods.
- 5.3 Delivery shall be complete on arrival of the Goods at the destination nominated in the Order at which time the Customer shall acknowledge receipt of the Goods by executing the accompanying delivery document(s).
- 5.4 Sprint shall use its best endeavours to procure delivery of the Goods and/or Services to the Customer on the delivery date specified in the Order but shall not be liable for any late delivery or non-delivery and under no circumstances shall Sprint be liable for any loss, damage or delay occasioned to the Customer or any third party arising from the late delivery or non-delivery of the Goods and/or Services or any other event or circumstance beyond the reasonable control of Sprint.
- 5.5 Sprint shall be entitled to withhold delivery of the Goods and/or Services to the Customer unless and until payment for the Goods is made by the Customer in accord with these Conditions.

#### 6. RISK AND INSURANCE

- 6.1 All risk of loss or damage to the Goods passes to the Customer on delivery of the Goods to the Customer in accord with these Conditions.
- 6.2 The Customer will insure the Goods for their full insurable value from the time of delivery to the Customer until Sprint receives payment in full for the Goods from the Customer.

#### 7. RETENTION OF TITLE

- 7.1 The Customer agrees that the legal and equitable title to the Goods is retained by Sprint until Sprint receives payment in full from the Customer for the Goods, Services and all other goods and services supplied to the Customer by Sprint at any time. Prior to title in the Goods passing to the Customer, the Customer:
  - (a) holds the Goods as bailee and fiduciary agent of Sprint
  - (b) where the Customer processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, holds such part of the new goods (Processed Goods) on trust for Sprint as bailee and fiduciary agent of Sprint.
  - (c) must store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party in such a way as to clearly indicate at all times that the Goods and such part of the Processed Goods are owned by Sprint; and
  - (d) must ensure that, at all times, the Goods and such part of the Processed Goods are properly stored, protected, readily identifiable and insured.
- 7.2 The Customer agrees to accept this appointment as bailee and fiduciary agent of Sprint.
- 7.3 The Customer may sell or deal in the ordinary course of business with the Goods and such part of the Processed Goods provided that :-

**(CONTINUED) 7. RETENTION OF TITLE**

- (a) any such sale or dealing is at arms' length and on market terms; and
  - (b) the Customer holds the proceeds of any sale of or dealing in the Goods and such part of the proceeds of any sale of or dealing in the Processed Goods on trust for Sprint in a separate identifiable with a bank to whom the customer has not given security account as the beneficial property of Sprint and the Customer must pay such amount to Sprint on demand however failure to do so will not effect the Customer's obligation as trustee.
- 7.4 For the purpose of the preceding clause, "such part" means an amount equal in dollar terms to the amount owing by the Customer to Sprint at the time the Goods are used in the manufacture of or incorporated into the Processed Goods.
- 7.5 Notwithstanding any other provision to the contrary, Sprint reserves the following rights in relation to the Goods until all amounts owing by the Customer to Sprint in respect of the Goods and all other goods and services supplied to the Customer by Sprint at any time are fully paid:
- (a) legal and equitable ownership of the Goods;
  - (b) to retake possession of the Goods; and
  - (c) to keep or resell any of the Goods repossessed.
- 7.6 In the event of a breach of these Conditions by the Customer including, without limitation, failure by the Customer to make payment for the Goods and/or Services by the date specified by Sprint to the Customer, the Customer must return the Goods to Sprint immediately on demand. If the Customer does not return the Goods to Sprint on demand Sprint may in addition to its rights under the PPSA, without notice, enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to other goods not the property of Sprint
- 7.7 The Customer grants full leave and an irrevocable licence to Sprint and any person authorised by Sprint to enter upon any premises where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods.
- 7.8 The Customer agrees that:
- (a) it shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by Sprint (including consequential losses and damages) as a result of Sprint exercising its rights under these Conditions; and
  - (b) it shall indemnify Sprint for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as result of any and all prosecutions, actions, demands, claims or proceedings brought by or against Sprint in connection with retaking possession of the Goods or the exercise by Sprint of its rights under these Conditions, and the Customer shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

**8. PERSONAL PROPERTY SECURITIES ACT**

- 8.1 Notwithstanding anything to the contrary contained in these Conditions, the PPSA applies to these Conditions.
- 8.2 For the purposes of the PPSA:
- (a) terms used in this clause that are defined in the PPSA have the same meaning as in the PPSA;
  - (b) these Conditions are a security agreement and Sprint has a Purchase Money Security Interest in all present and future Goods supplied by Sprint to the Customer and the proceeds of the Goods;
  - (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
  - (d) the Customer must do whatever is necessary in order to give a valid security interest over the Goods which is able to be registered by Sprint on the Personal Property Securities Register.
- 8.3 The security interest arising under this clause attaches to the Goods when the Goods are collected or dispatched from Sprint's premises and not at any later time.
- 8.4 Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
- 8.5 Sprint and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Conditions.
- 8.6 To the extent permitted by the PPSA, the Customer agrees that:
- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on Sprint will apply only to the extent that they are mandatory or Sprint agrees to their application in writing; and
  - (b) where Sprint has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- 8.7 The Customer must immediately upon Sprint's request:
- (a) do all things and execute all documents necessary to give effect to the security interest created under these Conditions; and
  - (b) procure from any person considered by Sprint to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Sprint may at any time require.
- 8.8 Sprint may allocate amounts received from the Customer in any manner Sprint determines, including in any manner required to preserve any Purchase Money Security Interest it has in Goods supplied by Sprint.
- 8.9 For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Conditions and any information pertaining to the sale of Goods and details of the Goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Conditions or the sale of the Goods, except as otherwise required by law or that is already in the public domain.

**9. DEFAULT**

- 9.1 If the Customer breaches a provision of these Conditions including, without limitation, a provision relating to the payment of money or if the Customer, being a natural person, is the subject of any personal insolvency event including, without limitation, arising out of the Customer committing an act of bankruptcy or if the Customer, being a company, has a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official appointed or steps are taken for such appointment over any of the assets or undertaking of the Customer or if the Customer suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is presumed to be insolvent under the Corporations Act or if the Customer ceases or threatens to cease to carry on business or a guarantee or other security given to Sprint in relation to the Customer is purported to be revoked or asserted to be unenforceable then Sprint may, without limiting any other rights it may have, do any or all of the following things:
- (a) withdraw any credit facilities which may have been extended to the Customer and require immediate payment of all moneys due to Sprint by the Customer;
  - (b) without Sprint incurring liability to the Customer terminate any contract in force between Sprint and the Customer for the sale or supply of Goods and/or Services and, without limitation, withhold any deliveries of Goods and/or performance of Services;
  - (c) without Sedan incurring liability to the Customer, suspend performance under or terminate any contracts in force between Sprint and the Customer, not being contracts for the sale or supply of Goods and/or Services;

**(CONTINUED) 9. DEFAULT**

- (d) retake possession of the Goods in the manner contemplated by and exercising its rights under clauses 7.5 - 7.8 of these Conditions; and the Customer shall be liable for all legal costs, fees, charges, expenses and outgoings on a full indemnity basis incurred by Sprint in connection with or arising from the happening of any such event of default.

**10. FORCE MAJEURE**

- 10.1. If by reason of any fact, circumstance, matter or thing beyond the reasonable control and without the fault or negligence of Sprint or the Customer either is unable to perform in whole or in part any obligation under a Contract made pursuant to these Conditions such party shall be relieved of that obligation to the extent and for the period that it is unable to perform and shall not be liable to the other party in respect of such inability provided that this clause shall not operate to excuse or release the Customer from any failure or delay to pay any amount due under these Conditions.

**11. LIMITATION OF LIABILITY**

- 11.1 These Conditions set out the entire agreement between Sprint and the Customer in relation to their subject matter. This Contract does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.
- 11.2 If the Customer is a consumer nothing in these Conditions restricts, limits or modifies the Customer's rights or remedies against Sprint for failure of a statutory guarantee under the ACL.
- 11.3 If the Customer on-supplies the Goods to a consumer and:
- (a) the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of Sprint's liability to the Customer;
- (b) the Goods or Services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of Sprints's liability to the Customer;
- howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Customer or any third party.
- 11.4 If clause 11.2 or 11.3 do not apply, then other than as stated in these Conditions or any written warranty statement Sprint is not liable to the Customer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Customer or any third party.
- 11.5 Sprint is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- 11.6 The Customer acknowledges that:
- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by Sprint in relation to the Goods or Services or their use or application.
- (b) it has not made known, either expressly or by implication, to Sprint any purpose for which it requires the Goods or Services and it has the sole responsibility of satisfying itself that the Goods or Services are suitable for the use of the Customer.
- 11.7 Nothing in these Conditions is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

**12. RETURN OF GOODS**

- 12.1 Subject to clause 12.2 and 12.3 Sprint will not be liable for any shortages, damage or non-compliance with the specifications in the Order
- 12.2 Returns for change of mind reasons will only be accepted where the Goods are returned strictly in accord with the prevailing Returns Policy of Sprint as specified from time to time (which Policy is incorporated into these Conditions as if set out in full) and without limiting the terms of that Policy only where:
- (a) a request to return the Goods is made within 30 days of delivery in accord with these Conditions;
- (b) Sprint provides its written consent to the return of any Goods by the Customer;
- (c) the Goods are returned together with a copy of the relevant invoice within 7 days of Sprint providing such written consent;
- (d) freight has been pre-paid by the Customer and return delivery is effected by a courier service approved by Sprint; and
- (e) the Goods are returned in the condition in which they were originally delivered.
- 12.3 Nothing in these Conditions shall require Sprint to accept the return of any Goods from the Customer where those Goods:
- (a) have been specifically produced, imported or acquired to fulfil the Order;
- (b) are discontinued goods or no longer stocked by Sprint;
- (c) have been altered in any way;
- (d) have been used; or
- (e) are not in their original condition and packaging.
- 12.4 When any shortages, claim for damaged Goods or non-compliance with the Order specifications is accepted by Sprint, Sprint may, at its option, replace the Goods, or refund the price of the Goods.
- 12.5 If the Customer is a consumer, nothing in this clause 12 limits any remedy available for a failure of the guarantees in the ACL.

**13. GENERAL**

- 13.1 If any provision or part of a provision in these Conditions is unenforceable, illegal or void then that provision or part of a provision is severed and the rest of these Conditions remain in force.
- 13.2 Any failure or delay by Sprint to exercise a power or right does not operate as a waiver of that power or right and the exercise or non-exercise of a power or right by Sprint does not preclude either its exercise in the future or the exercise of any other power or right.
- 13.3 The Customer may not assign, transfer or otherwise deal with its rights and obligations under, and/or the benefit of any Contract made pursuant to, these Conditions without the prior written consent of Sprint.
- 13.4 Sprint and the Customer submit to the exclusive jurisdiction of the Courts of New South Wales, Australia including the Federal Court sitting in New South Wales and any courts that may hear appeals from those Courts about any proceedings in connection with a contract made incorporating these Conditions.



**14. DEFINITIONS**

- 14.1 **ACL** means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated Regulations as amended;
- 14.2 **Conditions** means these Conditions of Sale;
- 14.3 **consumer** is as defined in the ACL;
- 14.4 **Customer** means the party identified as such in the attached Credit Account Application (if any) or otherwise the party which places an Order for Goods and/or Services from Sprint in accord with these Conditions and includes the Customer's successors agents and permitted assigns;
- 14.5 **Goods** means the goods the subject of an Order;
- 14.6 **GST** means the tax payable on Taxable Supplies within the meaning of the GST Act;
- 14.7 **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended);
- 14.8 **Order** means an offer by the Customer for the supply of Goods and/or Services by Sprint made in the form and according to the prevailing requirements of Sprint;
- 14.9 **PPSA** means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended;
- 14.10 **Sprint** means entity trading name Sprint Intercom & Security ABN 17 976 867 877 and includes its successors, agents and permitted assigns: and
- 14.11 **Services** means services rendered by Sprint to the Customer relating to the supply of Goods the subject of a Contract made incorporating these Conditions.