



ACN 179 768 678 77

Account Application Email - accounts@sprintintercom.com.au

Unit 1, 7 Chaplin Drive, Lane Cove NSW 2066 | Tel: [02] 9427 2677 | Fax [02] 9427 6886

CREDIT ACCOUNT APPLICATION

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

1. CUSTOMER'S ACCOUNT DETAILS

Legal entity of business or account:

Individual, Sole Trader, Partnership, Public Company - attach Annual Report, Private Company, Association, Government, Trust - attach Trust Deed (copy), Other:

Business/Company Name:

ABN, ACN, ARBN

Trading Name:

Business Address: State, Postcode

Postal Address: State, Postcode

Delivery Address: State, Postcode

Telephone: () Facsimile: () Mobile

Email Address for all Invoices & statements: @

2. TRADE CREDIT REFERENCES

Trade References/ Credit Providers (x 3): (Ph)

3. CUSTOMER'S BUSINESS DETAILS

FULL NAME OF SOLE TRADER, PARTNERS, TRUSTEES AND DIRECTORS

Table with 5 columns: Partners or Directors, Residential Address, Phone, D.O.B., Drivers Lic. No.

List of Associated Companies

Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management? Yes No (If Yes, please provide the details below)

OFFICE USE ONLY

Approved, Customer Code, Credit Limit \$, Pricing

4. FINANCIAL DETAILS

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

5. AGREEMENT

Sprint Intercom & Security's Terms and Conditions of Sale (**Conditions of Sale**) are attached to this Application.

The Conditions of Sale 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 of Sale and have read and understood those Conditions of Sale;
- (b) expressly agree that the Conditions of Sale 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 of Sale from time to time after the Acceptance Date and provides reasonable notice to the Customer of the variation, the Conditions of Sale 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) acknowledge that the submission of this Application does not automatically result in the granting of a credit account by Sprint and acknowledge 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"/> | Signature: | <input type="text"/> | | | |
| Name: | <input type="text"/> | Witness Name: | <input type="text"/> | | | |
| Position: | <input type="text"/> | | | | | |
| Signature: | <input type="text"/> | Signature: | <input type="text"/> | | | |
| Name: | <input type="text"/> | Witness Name: | <input type="text"/> | | | |
| Position: | <input type="text"/> | | | | | |
| Signature: | <input type="text"/> | Signature: | <input type="text"/> | | | |
| Name: | <input type="text"/> | Witness Name: | <input type="text"/> | | | |
| Position: | <input type="text"/> | | | | | |
| Signature: | <input type="text"/> | Signature: | <input type="text"/> | | | |
| 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 by 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 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 of Sale 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 of Sale 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 of Sale 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: _____ X _____
 Name: _____
 Position: _____

Signature: _____ X _____
 Witness Name: _____

Signature: _____ X _____
 Name: _____
 Position: _____

Signature: _____ X _____
 Witness Name: _____

Signature: _____ X _____
 Name: _____
 Position: _____

Signature: _____ X _____
 Witness Name: _____

Signature: _____ X _____
 Name: _____
 Position: _____

Signature: _____ X _____
 Witness Name: _____



Pty Ltd ACN 179 768 678 77

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CONDITIONS OF SALE

AGREEMENT

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.
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.
3. These Conditions prevail over any terms and conditions of trade of the Customer whether or not any inconsistency arises.

QUOTATIONS

4. 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.

SPECIFICATIONS

5. 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.

PRICE AND PAYMENT

6. 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.
7. 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.
8. 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.
9. 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.
10. 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 which interest shall 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.

ORDERS AND DELIVERY

11. 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).
12. 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.
13. 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).
14. 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.
15. 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.

RISK AND INSURANCE

16. 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.
17. 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.

RETENTION OF TITLE

18. 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:
 - 18.1 holds the Goods as bailee and fiduciary agent of Sprint
 - 18.2 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.
 - 18.3 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
 - 18.4 must ensure that, at all times, the Goods and such part of the Processed Goods are properly stored, protected, readily identifiable and insured.
19. The Customer agrees to accept this appointment as bailee and fiduciary agent of Sprint.
20. The Customer may sell or deal in the ordinary course of business with the Goods and such part of the Processed Goods provided that –

RETENTION OF TITLE

- 20.1 any such sale or dealing is at arms' length and on market terms; and
- 20.2 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 account as the beneficial property of Sprint and the Customer must pay such amount to Sprint on demand.
21. 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.
22. 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:
 - 22.1 legal and equitable ownership of the Goods;
 - 22.2 to retake possession of the Goods; and
 - 22.3 to keep or resell any of the Goods repossessed.
23. 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 shall be entitled (without further notice) to enter upon the Customer's premises at any time to do all things necessary to recover the Goods.
24. 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.
25. The Customer agrees that:
 - 25.1 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
 - 25.2 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.
26. Sprint and the Customer agree that these Conditions are not intended to create a charge or any other form of security interest and that if and to the extent that, as a matter of law, this clause creates a charge or any other form of security interest, the offending words shall be deleted.

DEFAULT

27. 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:
 - 27.1 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;
 - 27.2 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;
 - 27.3 without Sprint 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;
 - 27.4 retake possession of the Goods in the manner contemplated by and exercising its rights under clauses 22 - 25 of these Conditions; and the Customer shall be liable for all legal costs fees charges expenses and outgoings on a fully indemnity basis incurred by Sprint in connection with or arising from the happening of any such event of default.

FORCE MAJEURE

28. 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.

LIMITATION OF LIABILITY

29. These Conditions set out the entire agreement between Sprint and the Customer in relation to their subject matter and all conditions undertakings inducements or representations express, implied, statutory or otherwise relating in any way to the Goods and/or Services are excluded to the maximum extent permitted by law.
30. No statement or recommendation made or advice, supervision or assistance given by Sprint, its employees, agents or representatives whether oral or written shall be construed as or constitutes a warranty or representation by Sprint or a waiver of any clause in these Conditions. Sprint is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statement, recommendation, advice, supervision or assistance.
31. Subject to the following clause, Sprint shall not be liable for
 - 31.1 any loss or damage, however caused (including, but not limited to, by the negligence of Sprint), suffered by the Customer or any third party in connection with a supply of Goods or Services under these Conditions and/or any subsequent use application modification embodiment or adaptation of the Goods in any other goods or service and the Customer releases Sprint from liability for, and otherwise shall protect and hold Sprint harmless from and against, a claim for any such loss or damage and / or
 - 31.2 any indirect, special or consequential loss or damage suffered or incurred by the Customer arising out of a breach by Sprint of a contract made incorporating these Conditions or a negligent act or omission of Sprint or a breach of a statutory duty or obligation by Sprint.
32. If any legislation implies a condition or warranty into these Conditions in respect of Goods or Services supplied, and Sprint's liability for breach of that condition or warranty may not be excluded but may be limited, these Conditions do not apply to that liability and instead Sprint's liability for any breach of that condition or warranty is limited to:
 - 32.1 in the case of a supply of Goods, Sprint doing any one or more of the following (at its election):
 - 32.1.1 replacing the Goods or supplying equivalent goods;

LIMITATION OF LIABILITY

- 32.1.2 paying the cost of replacing the Goods or of acquiring equivalent goods;
- 32.1.3 paying the cost of having the Goods repaired; or
- 32.2 in the case of a supply of Services, Sprint doing either or both of the following (at its election):
 - 32.2.1 supplying the Services again;
 - 32.2.2 paying the cost of having the Services supplied again.

RETURN OF GOODS

- 33. Sprint reserves the right to accept or refuse the return of any Goods from the Customer.
- 34. Returns 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:
 - 34.1 a request to return the Goods is made within 30 days of delivery in accord with these Conditions;
 - 34.2 Sprint provides its written consent to the return of any Goods by the Customer;
 - 34.3 the Goods are returned together with a copy of the relevant invoice within 7 days of Sprint providing such written consent;
 - 34.4 freight has been pre-paid by the Customer and return delivery is effected by a courier service approved by Sprint; and
 - 34.5 the Goods are returned in the condition in which they were originally delivered.
- 35. Nothing in these Conditions shall require Sprint to accept the return of any Goods from the Customer where those Goods have been specifically manufactured for the Customer.

WARRANTY

- 36. Sprint warrants that the Goods are newly manufactured (unless otherwise indicated).
- 37. Sprint warrants that at the date of delivery it believes the Goods to be free from defects in materials and workmanship.
- 38. The Customer may during the Warranty Period notify Sprint in writing of any defect or suspected defect in the Goods. Sprint shall, to the extent necessary, inspect, replace or repair the Goods as soon as practicable after receiving notice from the Customer pursuant to this clause.
- 39. Sprint shall not be liable under the preceding clause if the defect is the result of:
 - 39.1 improper use or mismanagement by the Customer;
 - 39.2 operation of the Goods other than in accordance with its authorised use(s) and/or the operating manual relevant to instruction in the use of the Goods;
 - 39.3 use of the Goods in a manner not reasonably contemplated by Sprint;
 - 39.4 modification of the Goods not authorised by Sprint;
 - 39.5 use of the Goods in a manner contrary to law;
 - 39.6 the Goods are subjected to unusual or unrecommended physical, environmental or electrical stress;
 - 39.7 reinstallation or moving of the Goods by a person other than Sprint;
 - 39.8 use of the Goods by a person other than the Customer and/or its authorised employees;
 - 39.9 the Customer's failure to comply with any terms of these Conditions;
 - 39.10 the Customer's failure or refusal to install engineering changes or enhancements recommended by Sprint; or
 - 39.11 the serial number being removed or defaced.
- 40. If the Customer provides notice of a defect or suspected defect pursuant to these Conditions and any subsequent inspection by Sprint reveals no further obligation on the part of Sprint under these Conditions, the direct and indirect costs and expenses associated with such inspection shall be borne by the Customer.

GENERAL

- 41. 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.
- 42. 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.
- 43. 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.
- 44. Sprint and the Customer submit to the exclusive jurisdiction of the Courts of Victoria, Australia including the Federal Court sitting in Victoria and any courts that may hear appeals from those Courts about any proceedings in connection with a contract made incorporating these Conditions.

DEFINITIONS

- 45. **Conditions** means these Conditions of Sale.
- 46. **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;
- 47. **Goods** means the goods the subject of an Order.
- 48. **GST** means the tax payable on Taxable Supplies within the meaning of the GST Act.
- 49. **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).
- 50. **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.
- 51. **Sprint** means Sprint Intercom & Security Pty Ltd ACN 179 768 868 77 and includes its successors agents and permitted assigns.
- 52. **Services** means services rendered by Sprint to the Customer relating to the supply of Goods the subject of a contract made incorporating these Conditions.
- 53. **Warranty Period** means 12 months from the date of delivery of the Goods to the Customer in accord with these Conditions.