



ABN: 38 108 232 935

# Application for Credit

Internal Use Only	
Company:	
Account#:	
Amount:	
By:	Date:

Company Details	
Company Name:	
Trading As:	
Accounts Contact:	Email:
ABN:	ACN/BN:

Street Address	
Street:	
Suburb:	State:
Country:	Post Code:

Postal Address	
Street:	
Suburb:	State:
Country:	Post Code:

Contact Details	
Main Contact:	Email:
Business Ph:	Business Fax:
Ext/Direct Line:	Mobile:

Trade Reference 1	
Company:	Contact:
Address:	Suburb:
Phone:	Fax:

Trade Reference 2	
Company:	Contact:
Address:	Suburb:
Phone:	Fax:

Acceptance of Terms and Conditions	
I hereby certify that the information set forth in this application is true and correct. I understand that Calido will rely on this information in extending credit to me and I authorise Calido to contact and obtain information from the references provided above. I have read and understood the <b>Terms and Conditions of Sale</b> and understand that such terms will apply to all transactions with Calido. I am authorised to make this application on behalf of our company.	
Signature:	Title/Position:
Printed Name:	Date:

## TERMS AND CONDITIONS OF SALE

**1. General.** The terms and conditions of sale hereinafter set forth are expressly made part of the quotation and/or acknowledgement of Seller. No purchase order shall be binding until it is acknowledged and accepted by an authorized employee of Seller. Any terms and conditions contained in Buyer's purchase order which are in addition to or inconsistent with the terms and conditions contained herein shall not be binding upon Seller unless they are expressly agreed to by Seller in writing.

**2. Minimum order.** Any orders less than Two Hundred and Twenty dollars (\$220.00) net shall be billed at Two Hundred and Twenty dollars (\$220.00).

**3. Source Inspection and Testing.** Seller shall furnish, on its premises, all reasonable facilities and assistance necessary for safe and convenient inspection and testing of the ordered goods by Buyer's representative, provided that such inspection and testing are restricted to the end item only and will not delay the scheduled shipment of the order. The charge for the inspection and testing will be three percent (3%) of the value of the goods submitted for inspection or one hundred fifty dollars (\$150.00), whichever amount is higher.

**4. Terms of Payment.** Unless otherwise agreed by Seller in writing, payment terms are thirty (30) days net from the date of invoice, subject to approval by Seller of the amount and terms of credit, and all payments shall be in Australian dollars. Late payments are subject to a twenty two dollar (\$22) administration fee plus finance charge as outlined below. Seller reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. When a partial shipment is made, payment therefore shall become due in accordance with the designated payment terms upon submission of an invoice therefore. If, in the sole judgment of Seller, the financial condition of Buyer at any time does not justify continuance of supply or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance. In the event Buyer becomes delinquent in its payments to Seller, or in the event of the bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and to declare due and payable all unpaid sums for goods previously delivered to Buyer, and Seller shall be entitled to receive from Buyer payment for Seller's cancellation charges including legal proceeding costs.

**5. Shipment.** Unless otherwise agreed by the Seller in writing, all sales are made F.O.B. Seller's office in Brisbane, QLD. Risk of loss shall pass to Buyer when the goods are delivered to the carrier. All goods of Buyer held by Seller shall be held at the risk and expense of Buyer. When special domestic or export packing is specified involving greater expense than that customarily incurred, a charge may be made by Seller to cover such extra expenses. Seller will use its best efforts to ship all orders according to the agreed schedule. Seller shall not be responsible for any failure to perform due to unforeseen causes beyond Seller's reasonable control.

**6. Finance Charge.** A finance charge of two percent (2%) per month (24% per annum) or fraction thereof shall be added to past due invoice balances.

**7. Warranty.** Hardware supplied by the Seller carries the standard manufacturers warranty for that item. Hardware supplied dead on arrival must be returned to Seller within 3 days of receipt and will be replaced with a brand new component (or equivalent if deemed necessary). Any item found to be non faulty will attract an inspection fee of thirty five dollars. Seller's software products are supplied without representation or Warranty of any kind. Seller therefore

assumes no responsibility and will not accept liability (consequential or otherwise) arising from the use of program materials, disc, or tape. The Warranty period is controlled by the Warranty document furnished with each product and begins on the date of shipment. All Warranty returns must be authorized by Seller prior to their return. Seller reserves the right to make changes in the design of its products at any time without incurring any obligation to make those changes on products it has previously sold. The Warranty stated above is your sole and exclusive Warranty and is in lieu of all other Warranties, express or implied, but not limited to any implied Warranty or merchantability or fitness for any particular purpose. Seller shall not be liable for any special, indirect, incidental or consequential damages, whether in contract, tort or otherwise.

**8. Data.** Any specification, drawing, technical information or other data (except calibration data and instruction manuals) that has not been published by Seller and which is furnished by Seller to Buyer shall remain Seller's property, shall be kept confidential by Buyer and shall be returned to Seller at its request.

**9. Assignment.** Buyer shall not be entitled to assign its rights with respect to this transaction without the express written consent of Seller.

**10. Cancellations, Reduction and Rescheduling.** Orders may not be cancelled, reduced in quantity or rescheduled without the express written consent of Seller and without payment to Seller of such reasonable charges as Seller may specify (including, but not limited to, charges for work in process, purchase commitments, amortized costs, supplier re-stocking fees). Under no circumstances will Buyer be permitted to reduce its order or reschedule the shipment date within thirty (30) days of the scheduled date of shipment.

**11. Confidential Information.** No specifications, drawings, plans, documents or other information furnished to Seller by Buyer shall be considered proprietary or confidential unless and to the extent covered by a written agreement executed by an authorized employee of Seller.

**12. Claims.** Any claim for shortage, deductions or erroneous charges must be presented in writing to Seller within ten (10) days after receipt of the shipment by Buyer. Any claim not so presented will not be allowed.

**13. Modifications.** Any modifications or changes in drawings, designs, specifications, method of shipment or any of the terms and conditions contained herein shall not be effective unless expressly agreed to in writing by an authorized employee of the Seller. All such modifications or changes are subject to such equitable price adjustments as Seller may specify.

**14. Credit Worthiness.** The Buyer authorizes Seller (as credit provider) to conduct any credit investigations it deems appropriate, including but not limited to credit checks and bank checks, and authorizes the release of financial information to Seller from any financial institution, or any institutions providing credit information, that the Buyer deals with. The Buyer authorises Seller to obtain and/or exchange personal information with any agent towards establishing or verifying Buyers financial standing.

**15. Use of Patents, etc.** Buyer shall not receive any rights to Seller's patents, trademarks, trade names, service marks, logos or copyright through the purchase of goods from Seller.

**16. Entire Agreement.** The terms and conditions set forth herein constitute the final written expression of all of the terms and conditions of sale and are a complete and exclusive statement of those terms. Any and all representations, promises, warranties or statements by Seller's employees or agents that differ in any way from the terms and conditions set forth herein shall be of no force and effect.