

CREDIT APPLICATION

www.airradiators.com

Trading Name: _____

ABN/ACN: _____

Full legal entity name (as registered): _____

- For companies: attach a current ASIC Company Extract
- For trusts: provide full trust name and trustee details (attach trust deed or extract)
- For partnerships: list full names of all partners

Postal Address: _____

Delivery Address: _____

Phone No: _____ Fax No: _____

Purchasing Contact: _____ Email: _____

Accounts Contact: _____ Email: _____

Estimated Monthly Purchase \$ _____

Requested Credit Limit \$ _____

Any credit limit approved is at the sole discretion of Air Radiators and may be reduced, withdrawn or varied at any time without notice.

Trade References (***please provide 3 trade references***)

	Business Name:	ABN No.	Contact:	Phone:	Email:
1.					
2.					
3.					

Type of Business (Please select one) Sole Proprietor Pty/Ltd Partnership Trust

Privacy

Air Radiators collect personal information to assess this credit application, determine creditworthiness, manage credit accounts, recover debts and comply with legal obligations. The applicant authorises Air Radiators to obtain and exchange its personal and credit-related information with credit reporting bodies, other credit providers, trade referees, financial institutions, debt collectors, guarantors and service providers for those purposes. If the applicant does not provide the requested information, Air Radiators may be unable to process this Credit Application or provide credit. By signing this application, the applicant consents to the collection, use and disclosure of its information as described above. Air Radiator's Privacy Policy (available at <https://www.airradiators.com/privacy-policy/> or on request) explains how the applicant may access or correct its information or make a complaint.

Customer Agreement

I/We acknowledge that all details in this Credit Application are true and correct in every particular and that we accept the Adrad Group Terms and Conditions of Sale as amended from time to time (a current copy of which is attached to this application) to apply to all supply of goods and/or services by Air Radiators to us.

Person/s authorised to bind account holder

Sign: _____ Print Name: _____

Position: _____ Date: ____ / ____ / 20__

Application can be returned via Post (PO Box 243, Lara Vic 3212),
or Email (accounts@airrads.com.au)



Air Radiators Terms & Conditions of Sale

1. DEFINITIONS

“**Agreement**” means the agreement for the supply of Goods and/or Services between the Buyer and Seller on these Terms.

“**Buyer**” means the party purchasing Goods and/or Services from the Seller.

“**Delivery Date**” means the specified date or schedule for delivery of Goods and/or Services.

“**Force Majeure**” means a circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform on time an obligation under the Agreement, including lightning strikes, earthquakes, floods, storms, explosions, fires and any other natural disaster, pandemic, epidemic, acts of war, strikes, industrial actions, failure of supplier.

“**Goods**” means any products supplied or to be supplied by the Seller to the Buyer.

“**Intellectual Property**” includes all rights in designs, drawings, specifications, tools, inventions, software, trademarks, and other proprietary materials.

“**PPSA**” means the Personal Property Securities Act 2009 (Cth) or equivalent legislation in an applicable jurisdiction.

“**Seller**” means a subsidiary of Adrad Holdings Limited ABN 51 121 033 396 including Air-Radiators Pty Ltd ABN 66 005 037 856, Air Radiators – Industrial Pty Ltd ABN 53 119 481 926, Air Radiators Beverley Pty Ltd ABN 30 612 992 159, Air Radiators (WA) Pty Ltd ABN 58 109 284 853 and Air Radiators (Thailand) Company Limited CIN 0105551035459, which is supplying Goods and/or Services to the Buyer.

“**Services**” means any services supplied or to be supplied by the Seller to the Buyer.

“**Terms**” means these Terms and Conditions of Sale.

2. GENERAL

(a) These Terms apply to all supply of Goods and/or Services by the Seller to the Buyer. Any terms proposed by the Buyer that are inconsistent with, or in addition to, these Terms shall not be binding unless expressly accepted in writing by the Seller.

(b) The Seller may vary these Terms by written notice, with such variations applying to future orders.

3. PRICES

Unless otherwise stated, prices quoted are in Australian Dollars (AUD) or Thailand BHAT (BHT) or other nominated currencies on the following bases:

(a) Exclusive of freight and all applicable taxes, duties, levies, or other government-imposed charges in the country of delivery or use, including GST or VAT;

(b) Ex-Works (Incoterms® 2020) from the Seller's manufacturing facility.

4. PRICE VARIATION

(a) Quotations are based on:

(i) information provided at the time of quote;

(ii) current labour costs;

(iii) international exchange rates; and

(iv) costs of materials or third-party goods.

(b) The Seller reserves the right to adjust pricing due to changes in any of these variables prior to order acceptance.

5. PAYMENT

(a) Payment terms are net 30 days from invoice date unless otherwise agreed in writing.

(b) The Seller may cancel or modify the Buyer's payment terms, or require prepayment, by giving written notice if the Seller reasonably considers the Buyer's financial situation has deteriorated.

(c) If the Buyer fails to pay any amount by the due date, the Seller may charge interest on the overdue amount at the rate of **10% per annum, unless another rate has been specified in the Seller's quotation to the Buyer**. Interest accrues daily from the due date until payment is received in full. Without limiting any other recourse available to the Seller under the law, the Buyer must also pay all costs and expenses (including legal costs on a full indemnity basis) incurred by the Seller in recovering any unpaid amounts

6. ORDER ACCEPTANCE

(a) A quotation by the Seller is not an offer.

(b) The Seller reserves the right to withdraw or vary any quotation at any time before the Seller's acceptance of the Buyer's order.

(c) Orders placed by the Customer are subject to acceptance by the Seller in writing or by supply of Goods and/or Services.

7. RETURNS AND CANCELLATION

(a) No returns are accepted unless agreed in writing.

- (b) Cancellation of orders by the Buyer requires the Seller' written consent and may incur reasonable cancellation charges.

8. EXTRA CHARGES

- (a) Extra costs resulting from the Buyer's delays, lack of instruction, failure to receive delivery or any changes not attributable to the Seller will be charged to the Buyer.
- (b) Goods manufactured to order and held beyond 30 days from agreed delivery date at the Buyer's request will incur storage charges.

9. PROPERTY AND RISK

- (a) Title in the Goods does not pass to the Buyer until full payment has been received.
- (b) Until title passes, the Buyer holds the Goods as fiduciary bailee for the Seller. Goods must be clearly identified and stored separately until paid in full.
- (c) The Buyer grants the Seller a security interest in the Goods and agrees to do all things necessary (at the Buyer's costs) to enable the Seller to register (at the Seller's costs) such security interest under PPSA. To the maximum extent permitted by law, the Buyer waives the right to receive a verification statement under PPSA.
- (d) Risk in the Goods passes to the Buyer upon delivery.

10. DELIVERY

- (a) Delivery times are estimates only and are not binding.
- (b) The Seller is not liable for any delay or failure to deliver due to causes beyond its control.

11. INTELLECTUAL PROPERTY

- (a) All Intellectual Property in the Goods and/or Services including any modifications or improvements on the Goods and/or Services on request of the Buyer, is owned by the Seller. The Seller gives the Buyer a perpetual, royalty-free, transferable licence to use such Intellectual Property solely for the purpose of operating, repairing, maintaining and/or reselling the Goods.
- (b) Where the Buyer supplies the Seller with designs, drawings, or specifications, the Buyer warrants that the use of such materials by the Seller will not infringe any third-party intellectual property rights. The Buyer grants the Seller a licence to use the Buyer's materials for the purpose of fulfilling the Agreement.

12. BUYER RESPONSIBILITY

To the extent permitted by law, the Seller is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of the Goods and/or Services supplied and all such advice taken is at the Buyer's risk.

13. WARRANTY AND LIABILITY

- (a) A limited warranty is provided as set out in the Seller' Warranty Policy applicable at the time of sale, subject to conditions and exclusions therein. All other warranties (express or implied, including those under statute) are excluded to the extent permitted by law.
- (b) To the extent permitted by law:
 - (i) the Seller's total liability to the Buyer in connection with the Agreement, whether in contract, tort, under statute or otherwise, is limited to the price paid for the specific Goods and/or Services giving rise to the liability;
 - (ii) neither party is liable to the other party for indirect, incidental, special, punitive or consequential loss or damages, including without limitation, loss of profits or business interruption.
- (c) If the Buyer is a consumer under the Australian Consumer Law (or if the relevant mandatory consumer protection law applies to the supply of Goods and/or Services in another country), nothing in these Terms restricts, limits or modifies the Buyer's rights or remedies against the Seller for failure of a statutory guarantee under the Australian Consumer Law (or such other law).
- (d) Mandatory statements under the Australian Consumer Law:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

14. DISPUTE RESOLUTION

- (a) If a dispute arises out of or in connection with these Terms, the parties must first attempt to resolve the dispute in good faith by negotiation.
- (b) If the dispute is not resolved within 14 days of written notice by one party to the other, either party may refer the matter to mediation administered by the **Resolution Institute**, or such other mediator as agreed, conducted in accordance with the Resolution Institute's Mediation Rules.
- (c) A party may not commence legal proceedings (except for urgent interlocutory relief) unless the mediation process has been followed and has failed to resolve the dispute after 30 days from appointment of the mediator.
- (d) The parties must continue to perform their respective obligations under these Terms while any dispute is being resolved, unless those obligations are the subject of the dispute.

15. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.

16. GOVERNING LAW AND JURISDICTION

- (a) Where the Seller is an Australian entity, the Terms are governed by the laws of South Australia, Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia, Australia.
- (b) Where the Seller is a Thailand entity, the Terms are governed by the laws of Thailand. The parties submit to the non-exclusive jurisdiction of the courts of Thailand.

17. GENERAL

- (a) No waiver by the Seller of any breach or failure to enforce any term shall be construed as a waiver of any other or subsequent breach.
- (b) Any variation must be in writing and signed by both parties.
- (c) If any provision is held to be unenforceable, it shall be severed, and the remaining terms shall remain in full force.