

1. Company/Business Details

All Hydraulics & Estimating

PO Box 630 Rochedale South QLD 4123

M: 0412 115 982

E: info@allhyd.com.au W: www.allhyd.com.au

Credit Application

Trading Name	e:				
ABN:		ACN:		Date of Incorpora	ation://
Place of Incom	rporation (City & State)):		_ Year Business Commer	nced:/
Sole Trader:	Partnership: I	Private Company: P	ublic Company:	Do you operate under a	Trust: YES / NO
If Yes, please	e provide name of Trust	::			
Business Add	ress:				
Registered Of	ffice Address:				
				Mobile No.:	
Email:					
How would y	ou like to receive your	Accounts? POST or	EMAIL		
Accounts Em	ail Address:				
Accounts Department Contact Name:				Phone No.:	
2. Bank Deta	<u>ails</u>				
Name of Bank	k:	Branc	ch:		
BSB:	Account No:	Acco	ount Name:		
3. Name and	Addresses of Director	rs/Proprietors/Partners	<u>:</u>		
Name:		_ Address:			Phone:
Name:		_ Address:			Phone:
4. Trade Ref	<u>cerences</u>				
Company:			Phone No	.: Fax	No.:
Company:			Phone No	.: Fax	No.:
Company:			Phone No	.: Fax	No.:

TERMS ARE STRICTLY 14 DAYS FROM DATE OF INVOICE.

ANY AMOUNTS OUTSTANDING AFTER 14 DAYS MAY INCUR INTREST CHARGES.

TRADING ACCOUNT APPLICATION CONDITIONS

The Signatories agree to All Hydraulics & Estimating ABN 95 436 940 410 obtaining from any credit reporting agency, credit reports containing personal credit information about the Signatories in connection with assessing this application for commercial credit, collecting over due payments on commercial credit provided to the Signatories or the Applicant, or assessing acceptance of the Signatories as guarantor for commercial credit applied for or provided so the Signatories of the Applicant, and the Signatories agreement remains in force until all amounts payable by the Signatories or Applicant in connection with the trading account opened under this application (including any guarantees) are discharged in full.

The Signatories further agree that All Hydraulics & Estimating may give to any credit provider named in a credit report issued by a credit reporting agency information about the Signatories credit arrangements (including information about the Signatories credit worthiness, credit standing, credit history or credit capacity which credit providers may give each other under the Privacy Act), and that the information may be used to assess an application by the Signatories or the Applicant for credit, to notify other credit providers of a default by the Signatories of the Applicant, and to exchange information with other credit providers as to the status of this trading account where the Signatories or the Applicant default with other credit providers.

Signed	Name	Position
Signed The Proprietors/Partners/Directors must sign th	Name is application.	Position
Dated day of	20	

General Terms and Conditions

1. Contract

These general terms and conditions of sale form the contract between the Client as per (Section 1 of the Credit Application) and All Hydraulics & Estimating.

2. Background

All Hydraulics & Estimating provides professional hydraulic services estimating and administration for plumbing contractors.

3. Issue of Periodic Accounts to the Client

All Hydraulics & Estimating will prepare and issue a tax invoice at the end of each month. The Invoice will be for all works completed within that month. Any work carried over from end of month will be invoiced at the end of the following month.

4. Payment Conditions of Account

Payment conditions are **Strictly 14 days from Date of Invoice**. If payment is not received, by the Due Date, All Hydraulics & Estimating will issue a Statement. This issue of this Statement may incur a Late Payment Charge (Interest). Interest is calculated at a rate of 5% per month calculated daily.

The Invoice payments can be paid in any one of the following ways:

- Direct Deposited to the All Hydraulics & Estimating's Bank Account nominated on all Tax Invoices and Statements.
- Credit card, fill in the remittance advice and return to All Hydraulics & Estimating's postal address.
- Mail Cheque to All Hydraulics & Estimating's postal address.
- In person at All Hydraulics & Estimating's office.

5. <u>Debt Recovery Arrangements</u>

In the event of the Client defaulting on their outstanding invoice, All Hydraulics & Estimating will use reasonable endeavours to recover the debt from the defaulting Client. All Hydraulics & Estimating may use a Debt Recovery Agent to endeavour to recover any bad debts form defaulting Clients. Any non-recovered bad debts and bad debt recovery charges will be included in the administration charges and thus paid by the Client.

6. GST Provisions

The prices and charges nominated by All Hydraulics & Estimating exclude GST.

7. Limits of Liability

All Hydraulics & Estimating is not responsible for the reliability, quality and/or supply of any products that have been specified. All information provided by All Hydraulics & Estimating, involving products and/or services, will be as per the published information or under instruction of the suppliers.

8. Price Variation

Unless otherwise stated, All Hydraulics & Estimating may vary the rates stated in any schedule provided, to reflect any change in costs, taxes or duties incurred by All Hydraulics & Estimating without notice after execution of this agreement.

9. Confidentiality

The Client, or its Agents, shall not, without All Hydraulics & Estimating consent, divulge, communicate, suffer or permit any of your representatives to divulge or communicate to any person: Any of the contents of this Agreement, Any information concerning the operation or carrying out of or other implementation of this Agreement; or Any information which may come to your knowledge in the course of carrying out the terms of this Agreement, Or anything else concerning our operations, dealings, transactions, financial arrangements or affairs.

All Hydraulics & Estimating, will not, without the Clients consent, divulge, communicate, suffer, permit any of its representatives to divulge or communicate to any person: Any of the contents of this Agreement; Any information concerning the operation or carrying out of or other implementation of this Agreement; or Any information which may come to its knowledge in the course of carrying out the terms of this Agreement, or anything else concerning your operations, dealings, transactions, financial arrangements or affairs.

10. Governing Law

The agreement is governed by and is to be construed in accordance with the law of or applicable to the Relevant Jurisdiction for the geographic location of All Hydraulics & Estimating office. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts having jurisdiction in the Relevant Jurisdiction and the Courts entitled to hear appeals from those Courts.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement, unless expressly agreed to in writing by All Hydraulics & Estimating.