

CONFIDENTIAL

DEVICE DEAL APPLICATION FOR 30 DAY ACCOUNT
Terms of Trade & Privacy Consent

Please complete form and email to: accounts@devicedeal.com.au

PART1: CREDIT APPLICATION

APPLICANT INFORMATION			
Applicant Name:		ABN:	
Trading Name: <small>(if different from applicant)</small>		Date business commenced:	
Principal business address:			
Delivery Address: <small>(if different from Principal business address)</small>			
Contact Name:		Position:	
Tel No	Fax No:	Email:	
Purchase Contact Name:		Email:	
Accounts Payable Contact Name:		Email:	
<i>PLEASE ATTACH A COPY OF THE BUSINESS REGISTRATION TO CREDIT APPLICATION FORM</i>			
OPERATING STRUCTURE			
Tick Appropriate...			
<input type="checkbox"/> Pty. Ltd.	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Corporation as Trustee	
<input type="checkbox"/> Public Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual(s) as Trustee	
BUSINESS NATURE			
Tick Appropriate...			
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer (one location)	<input type="checkbox"/> Retailer (multiple locations)	
<input type="checkbox"/> Networking Consultant	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Government/Education body	
Other, please specify:			
DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS			
Provide details of all directors (for company or corporate trustee), partners or individual trustees			
Name:		Address:	
Name:		Address:	
Name:		Address:	
If more than 3 please attach details. If a trustee, please complete next part			
TRUST DETAILS			
Name of Trust:		ABN:	
Type of Trust. Tick Appropriate...			
<input type="checkbox"/> Family/Discretionary	<input type="checkbox"/> Unit	Other (Details:)	
If a unit trust, please provide details of all unitholders			
Name:		Address:	
Name:		Address:	
Name:		Address:	
If more than 3 please attach details.			
APPLICANT'S FINANCIAL DETAILS			
Estimated Monthly purchases: AUD		Monthly Credit required: AUD	
Bank:		Branch:	
Business Premises :		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased (from whom:)

CONFIDENTIAL

BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

Have any been declared bankrupt? No Yes (Details:)

Have any been involved in business that have failed or been liquidated? No Yes (Details:)

Names of related or subsidiary companies or partnerships:

TRADE/BUSINESS REFERENCES

3 trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name: Address:

Contact: Email: Tel:

2. Name: Address:

Contact: Email: Tel:

3. Name: Address:

Contact: Email: Tel:

TERMS OF CREDIT

Credit will not be provided until Ozzie Solutions Pty Ltd ("Device Deal") accepts this application and has provided written confirmation to the Applicant.

If Device Deal accepts this application, the provision of goods and services and credit facilities to the Applicant are subject to the Terms and Conditions of Trade attached.

EXECUTION

By signing this application for credit, the Applicant:

- Acknowledges having been provided with Terms and Conditions of Trade and having read and understood them
- Acknowledges that it has been advised to seek legal and financial advice prior to signing this Application
- Agrees that the Terms and Conditions of Trade apply to the provision of goods and services to it by Device Deal

if company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person: Position:

Signature: Date:

if sole trader, partnership or individual(s) as trustee - all partners and individuals must sign

Name: Signature: Date:

Name: Signature: Date:

Name: Signature: Date:

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page

PART 2: TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms:

"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act;

"Agreement" means any agreement for the provision of goods or services by the Supplier to the Customer;

"Consumer" is as defined in the ACL and in determining if the customer is a consumer, the determination is made if customer is a consumer under the Agreement;

"customer" means the person, jointly and severally if more than one, acquiring goods or services from the Supplier;

"Goods" means Device Deal supplied by the Supplier to the Customer;

"GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

"Supplier" means Device Deal Pty Ltd (ABN 93 163 259 783);

"Services" means services supplied by the Supplier to the Customer; and

"Terms" means these Terms and Conditions of Trade.

2. Basis of Agreement

2.1 Unless otherwise agreed by the Supplier in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase (if any).

2.2 Any quotation provided by the Supplier to the Customer for the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing.

2.3 The Terms may include additional terms in the Supplier's quotation, which are not inconsistent with the Terms.

2.4 Orders must be placed in writing or electronic means, and must include references to Device Deal's parts numbers. Phone orders will not be accepted.

2.5 An Agreement is accepted by the Supplier when the Supplier accepts, in writing or electronic means, an offer from the Customer or provides the Customer with the goods or services. 2.6 The Supplier has absolute discretion to refuse to accept any offer.

CONFIDENTIAL

2.7 The Customer must provide the Supplier with its specific requirements, if any, in relation to the goods and services.

2.8 The Supplier may vary or amend these Terms by written notice to the Customer at any time. Any variations or amendments will apply to orders placed after the notice date.

2.9 The Supplier reserves the right to discontinue goods without notice.

3. Pricing

3.1 Prices quoted for the supply of goods and services include GST and any other taxes or duties imposed on or in relation to the goods and services.

3.2 If the Customer requests any variation to the Agreement, the Supplier may increase the price to account for the variation.

3.3 Where there is any change in the costs incurred by the Supplier in relation to goods or services, including but not limited to a change in exchange rate, the Supplier may vary its price to take account of any such change, by notifying the Customer.

4. Payment

4.1 Unless otherwise agreed in writing:

(a) Subject to 4.1(b) and 4.1(c), full payment for the goods or services must be made prior to delivery of the goods or provision of the services.

(b) Subject to 4.1(c), if the Customer has a credit account, the Customer must make full payment for the goods within credit term listed on the Supplier's invoice;

(c) The Supplier reserves the right to require payment of a deposit.

4.2 Payment must be made to the bank account at the end of the Terms.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 If a cheque is dishonoured by the Supplier's bank for any reason whatsoever, the Customer will incur an administration fee of \$20.00.

4.5 Payment via credit card will incur a 1.5% surcharge.

4.6 Payment via electronic funds transfer (EFT) is not deemed made until the payment is confirmed. This can often take 1-2 days. To ensure a speedy process, the Customer must send a copy of the EFT via email.

4.7 If payment is made by cash or direct deposit into the Supplier's bank account, the Customer must fax the deposit slip to the Supplier as proof of payment.

4.8 Payment terms may be revoked or amended at the Supplier's sole discretion immediately upon giving the Customer written notice.

4.9 The time for payment is of the essence.

5. Small Order

5.1 Orders up to \$50.00 (excluding GST) will incur an administration fee of \$5.00 plus GST.

6. Illustrations and Specifications

6.1 The goods are not supplied for sale by description, sample or demonstration model by reference to pictures and photographs in the Supplier's promotional material and catalogues. The pictures and photographs depict a product range rather than a specific product.

6.2 The Supplier reserves the right to change the specifications, features and product models of the goods at any time without notice and without liability, provided that:

(a) those specifications and features are replaced with specifications and features of equivalent value, composition and quality; and

(b) the end performance of the goods is not materially prejudiced.

7. Default

7.1 If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any of its other accrued or contingent right:

(a) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 4 per cent for the period from the due date until the date of payment in full;

(b) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;

(c) cease or suspend supply of any further goods or services to the Customer;

(d) by written notice to the Customer, terminate any uncompleted contract with the Customer.

7.2 Clauses 5.1(c) and (d) may also be relied upon, at the Supplier's option:

(a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer; or

(c) where the Customer has purchased the goods as a consumer.

8. Passing of Property

8.1 Until the Supplier receives full payment in cleared funds for all goods and services supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:

(a) title and property in all goods remain vested in the Supplier and do not pass to the Customer;

(b) the Customer must hold the goods as fiduciary bailee and agent for the Supplier;

(c) the Customer must keep the goods separate from its goods and maintain the Supplier's labelling and packaging;

(d) the Customer must hold the proceeds of sale of the goods on trust for the Supplier in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;

(e) the Supplier may 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 the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

9. Risk and Insurance

9.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer or taken from the Supplier's premises.

9.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation or possession of any of the goods sold by the Supplier.

10. Performance of Agreement

10.1 Any period or date for delivery of goods or provision of services stated by the Supplier is an estimate only and not a contractual commitment.

10.2 The Supplier will use its reasonable endeavours to meet any estimated dates for delivery of the goods or provision of the services but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

11. Delivery

11.1 Subject to clause 11.6, the Supplier will arrange for the delivery of the goods to the Customer.

11.2 The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

11.3 The Supplier may make part delivery of goods or provision of services and the Supplier may invoice the Customer for the goods or services provided.

11.4 The Customer indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery or attempted delivery.

11.5 If delivery is attempted and is unable to be completed the Customer is deemed to have taken delivery of the goods.

11.6 If agreed that the Customer will collect the goods:

(a) the Customer must collect the goods with 7 days of being advised they are ready;

(b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

12. Liability

12.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement 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.

12.2 If the Customer:

(a) is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL;

(b) on-supplies the goods to a consumer, subject to sub-clause (c):

(i) if the goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) is the absolute limit of the Supplier's liability to the Customer;

(ii) otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier'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 by the Customer or any third party;

(c) uses up or transforms the goods in the course of trade, and when the Customer supplies its own goods to a consumer the goods are no longer "goods" as defined in the ACL then the Supplier will not be liable to the Customer or the consumer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods by the Customer or any third party.

12.3 If clause 12.2 (a), (b) or (c) do not apply, then other than as stated in the Terms or any written warranty statement the Supplier 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.

12.4 The Supplier 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 imposed by the ACL.

12.5 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 the Supplier in relation to the goods or services or their use or application.

(b) it has not made known, either expressly or by implication, to the Supplier 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.

12.6 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of 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.

13 Cancellation

13.1 If the Supplier is unable to deliver or provide the goods or services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.

13.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Supplier once the order has been accepted.

CONFIDENTIAL

14. Shortages and Exchanges

14.1 Subject to the remainder of clause 14, the Supplier will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Supplier with full details and description within 30 days of delivery otherwise the Customer is deemed to have accepted the goods.

14.2 Without limiting the Supplier's liability or the Customer's rights under clause 12 the Supplier will replace any defective goods within 12 months from the date that the Customer on-supplies the goods.

14.3 If goods are returned on the basis of a defect and inspection and testing finds no defect in the goods, the Customer must pay the Supplier's cost of service work, evaluation and testing, being \$20.00 (excluding GST), and the cost of returning the goods to the Customer.

14.4 When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Supplier:

(a) the Supplier may, at its option, replace the goods, or refund the price of the goods; and

(b) the Customer might incur a restocking fee of the returned goods.

14.5 A Return Authorization (RA) number must be obtained from the Supplier before returning any goods.

14.6 Goods must be returned with an original invoice.

14.7 The Supplier will not under any circumstances accept goods for return that:

- (a) have been damaged following delivery, including during transit;
- (b) have been specifically produced, imported or acquired to fulfil the Agreement;
- (c) are discontinued goods or no longer stocked by the Supplier;
- (d) have been altered in any way;
- (e) have been damaged during transit;

(f) have been used; or

(g) are not in their original condition and packaging.

15. Force Majeure

15.1 The Supplier is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war. If an event of force majeure occurs, the Supplier may suspend or terminate the Agreement by written notice to the Customer.

16. Miscellaneous

16.1 The law of Victoria from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

16.2 The Supplier's failure to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights.

16.3 If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the Terms, without affecting the enforceability of the remaining terms.

16.4 A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

16.5 The Customer must comply with the National Privacy Principles in connection with any personal information supplied to it in connection with this Agreement.

PART3: CUSTOMER AUTHORITY AND ACKNOWLEDGEMENT

OZZIE SOLUTIONS PTY LTD (ABN 49168373519) ("Device Deal")

Credit information that may be provided to a credit reporting agency

Device Deal may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- to obtain a consumer credit report about me/us, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's license number;
- my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- the fact that Device Deal is a current credit provider to me/us;
- loan repayments which are overdue by more than 60 days, and for which debt collection has started;
- advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Device Deal I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that Device Deal may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that Device Deal may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Device Deal keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that Device Deal may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that Device Deal may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of my/our credit facility with Device Deal where I/we are in default with other credit providers
- to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

CONFIDENTIAL

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the Privacy Amendment (Private Sector) Act 2000, Device Deal will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Device Deal.

Signing to be signed by the Customer or **all** directors or partners of the Customer.

Sole Trader:

Name:	Signature:	Date:
-------	------------	-------

Director/Partner :

Name:	Signature:	Date:
-------	------------	-------

Name:	Signature:	Date:
-------	------------	-------