

PRIME

PRIME ELECTRONICS HOLDINGS PTY LTD (QLD)

A.C.N. 010 378 588
A.B.N. 40 654 318 809

PRIME ELECTRONIC COMPONENTS PTY LTD (NSW)

A.C.N. 099 843 964
A.B.N. 57 099 843 964

Accounts Dept : Head Office

PO Box 481, Fortitude Valley 4006
Telephone : (07) 3252 7466
Facsimile : (07) 3252 2862
Email : m a i l @prime-electronics.com.au

Application For Credit

This application will not be considered unless all sections have been completed.

COMPANY NAME _____ A.B.N. _____

TRADING AS _____

PHONE _____ FACSIMILE _____ EMAIL : _____

BUSINESS ADDRESS _____

_____ Postcode _____

POSTAL ADDRESS _____

_____ Postcode _____

TYPE OF BUSINESS _____ DATE ESTABLISHED _____

FULL NAMES AND ADDRESSES OF PROPRIETOR/S - PARTNERS - DIRECTORS
(Abbreviations are unacceptable - if space is insufficient you MUST attach on a separate sheet)

1. _____

2. _____

3. _____

SUPPLIERS / MAIN TRADE REFERENCES

Name Of Company

Fax

Contact

1. _____ () _____

2. _____ () _____

3. _____ () _____

4. _____ () _____

APPROXIMATE CREDIT REQUIRED PER MONTH \$ _____

In case of a newly established business, or if established for less than 5 years, please provide the following information :

A. Name of previous business _____

Address of previous business _____

_____ Postcode _____

Type of business _____ How long _____

OR

B. Name of previous employer _____

Address of previous employer _____

Position held _____ How long _____

I/We acknowledge that I/We am/are the applicant/s mentioned above, and that all statements made herein are true and correct and may be relied upon by Prime Electronics, in determining whether to grant me/us the right to your Credit Facilities. I/We acknowledge that I/We have read the trading terms and condition of your company, as printed overleaf. I/we are aware that you have the right to contact referees listed above and/or credit agencies to determine our/my current credit rating. I/we are aware that you have the right to stop credit without notice if payment is not received within 30 days of the Statement date. I/we agree to accept full responsibility for all purchases in excess of the monthly admissible credit limit.

SIGNED BY _____ DATE _____

NAME _____ POSITION HELD _____

General Terms And Conditions Of Sale

Unless otherwise stated in writing the following conditions shall apply.

1.0 ACCEPTANCE

In the event of any inconsistency between these conditions and those printed on Buyer's orders, the former will prevail.

2.0 PRICES

- 2.1 All offers are firm for a period of thirty days from the date thereof; after that time they are subject to confirmation by Seller in writing
- 2.2 All sales are ex store point of consignment. Responsibility for goods passes to Buyer when the goods are loaded at Seller's premises for conveyance to Buyer. Freight cost and risk of loss in transit are the responsibility of Buyer.
- 2.2 All prices of imported goods quoted are based upon the F.O.B. price of Seller's supplier and the rates of exchange, freight, insurance and customs or primage duty ruling at the date of quotation. The quoted prices may be varied by the same amount by which Seller's actual costs have been varied as a result of any change in the said rates.
- 2.3 All published prices are subject to alteration without notice.

3.0 DELIVERY TIME

- 3.1 All quoted delivery or consignment dates are estimates only, given without engagement.
- 3.2 Seller will not be liable to pay damages or compensation for any injury or loss sustained by Buyer.
 - (i) in the event of a delay in consignment or delivery of goods; or
 - (ii) in the event of non-delivery, except as provided in paragraph 7
- 3.3 If the delivery of goods is subject to release by buyer, the agreed prices set forth in an order shall only apply if the quantity is released in accordance with the release requirements of that order, or when no release requirements are specified, if the full quantity is supplied within 12 months from the date of order. If a lesser amount is so released or so scheduled for consignment, Seller's standard prices, for the quantity actually consigned, in effect at time of order, or at Seller's option at time of consignment, shall apply.
- 3.4 Goods offered ex-stock by Seller are subject to prior sale.
- 3.5 In the event of any happening beyond Seller's reasonable control in consequence of which seller cannot effect consignment by the time or times quoted or specified, seller shall be entitled to consign part only of an order, suspend consignment or extend the time for consignment, for the period during which such cause of delay operates, or may cancel the order, and in the event of such suspension, extension or cancellation. Seller shall not be liable for damages.

4.0 CANCELLATION BY BUYER

Except as provided in this clause 5 no order may be cancelled by Buyer.

- 4.1 Buyer may terminate an order for its convenience only to the extent the products were ordered for Buyer's performance of a specific agreement with another such agreement is terminated for the other's convenience. In such event, products in the possession or control of the Seller, whether or not standard, which have been produced by Seller specifically for buyer's order shall be deemed to be delivered to Buyer.
- 4.2 The quantity of goods delivered and deemed delivered shall be paid for by Buyer at a unit price equal to the Seller's standard catalogue price for such quantity, or if no such prices exist, then a comparable price for equivalent products. In such a case, the contract or negotiated price no longer applies.
- 4.3 Non-standard goods which are in the work-in-progress inventory shall be paid for by buyer at a price based on the percentage of completion of such inventory applied to the order price for finished goods. In addition, Buyer shall also promptly pay to Seller:
 - (i) costs of settling and paying claims arising out of the termination of work under Seller's subcontracts or orders relating to the goods covered;
 - (ii) reasonable costs of settlement, including accounting, legal and clerical costs; and
 - (iii) twenty per cent (20%) of the total purchase price for the goods ordered as direct and indirect costs of production administration and reasonable profit.
- 4.4 No application for cancellation under this clause will be considered unless made by Buyer in writing to Seller.

5.0 PAYMENT

- (a) Title of goods does not pass to Purchaser until full payment has been effected.
- (b) All accounts are payable on demand but in any case must be paid not later than 30 days after the date of despatch of the goods.
- (c) The Seller reserves the right to suspend deliveries without liability where payment is not received in accordance with paragraph (b) of this clause, or in accordance with any alternative arrangement agreed to in writing.
- (d) The Seller reserves the right to withdraw credit facilities extended to buyer where payment is not received in accordance with paragraph (b) of this clause or for any other objectionable to the Seller.
- (e) If at the request of the buyer delivery of the goods is postponed for more than thirty (30) days, payment will become due thirty (30) days after notice to the Buyer that the goods are ready for shipment.
- (f) Unless the Buyer has established credit facilities with the seller, order will only be accepted on a Cash with Order basis.
- (g) If the Buyer does not pay any monies until after collection action has been commenced the Buyer will pay the Seller within thirty (30) days of invoice date an amount equal to 10% of the monies paid, in addition to any costs payable by order of a court or other tribunal.

6.0 RETURN OF GOODS

It is a condition of the sale of the goods that the Company is not obligated to accept in any case, the return of goods for credit. The following conditions relating to the return of the goods for credit apply to all goods returned for this purpose with the approval of the company.

- (a) Prior arrangements must be made for all goods to be returned for any reason. Authorisation must be obtained from the company in the form of a Goods Return Authorisation (GRA) number issued by the Company. Your Request for Credit or other documentation accompanying the goods must quote this GRA number and the original invoice number and date on which the goods were supplied. Any

goods not accompanied by a GRA number will not be accepted, and will be returned to the Buyer with the freight charged on to the Buyer.

- (b) Packaging - Where goods were originally supplied in a special Manufacturer's carton, any return shall be made in that original carton and the goods shall be in their original and unmarked condition, complete with any instruction sheets supplied.
- (c) Freight - Outward and inward freight and transport charges are the responsibility of the Buyer. If not prepaid by the Buyer, freight will be deducted from the amount of the credit.
- (d) Goods Not Returnable - the following goods cannot be returned for credit under any conditions -
 - (i) No returns will be accepted and no credit note will be issued for any goods specially acquired for the Buyer
 - (ii) Where goods are returned as 'not wanted' or 'incorrectly ordered' a charge of 20% of the invoice value will be levied with a minimum charge of \$10.00;
 - (iii) Any goods made or purchased to a firm and irrevocable order;
 - (iv) Any goods altered damaged by the Buyer;
 - (v) Any goods having an invoice value of ten dollars or less or a unit value of less than \$0.10
- (e) Metropolitan and Country areas:
 - (i) Goods must be returned within 14 days of despatch in new condition as supplied;
 - (ii) a restocking fee may be charged.
- (f) Identification
No1 responsibility will be accepted for any delays in passing credit caused by goods being incorrectly branded or returned without adequate identification of both sender and goods returned.

7.0 ORIGIN OF GOODS

Unless otherwise confirmed, nothing in any catalogue is to be taken as a representation of the source of origin of manufacture or production of the goods or any part thereof.

8.0 PATENT RIGHTS

The sale of goods and the publication of any information or technical data relating to such goods does not imply freedom from patent or other protective rights and the Seller accepts no liability for infringement of such rights.

9.0 PRODUCT RIGHTS

- (a) The Seller extends to the buyer such warranties as are offered by the original manufacturer. Except as may be included in such warranties, the Seller will have no liability arising from supply or use of the goods and will have no liability for consequential loss in any event.
- (b) Goods returned under warranty will be delivered to the Seller at the Buyer's expense. Such goods if found not to be defective will be returned to the Buyer at the buyer's expense and may be subject to a change.
- (c) Every effort is made by the Seller to ensure the accuracy of any technical data or literature made available in relation to the goods. However, the Seller accepts no liability for any damage or injury arising from any errors or omissions in such technical data.
- (d) The Seller will not be liable for any goods which have been subjected to misuse, neglect, accident, improper installation, improper use or in violation of any instructions.

10.0 GOVERNING LAWS

The validity, performance and construction of the contract between Seller and Buyer shall be governed in all respects by the laws of the State of Queensland and the Commonwealth of Australia.

11.0 CONSUMER PURCHASES

Nothing in these terms and conditions of sale shall affect the rights of a buyer who acquires goods as a consumer within the meaning of the Trade Practices Act, or of any other law of the Commonwealth, or of any State or Territory, provided that where that purchaser is a consumer within the meaning of the said Act and the goods were not of a kind ordinarily acquired for personal, household or domestic use or consumption, then Seller's liability for a breach of condition or warranty implied by the said Act (other than a condition or warranty implied by Section 69) shall be limited to the repair of the goods, or at the Seller's option, the replacement of the goods or the supply of equivalent goods.

12.0 GENERAL

- (a) If these Conditions of Sale which shall only be varied, modified or rescinded by written agreement (executed by the Company) shall differ in respect from the Buyer's order or the Company's acceptances or confirmation then these Conditions of Sale shall prevail.
- (b) The Company reserves the right to refuse at its absolute discretion any order based on a quotation within seven (7) days after the order is received and at any time to refuse to accept or proceed with any order should the Buyer's trade reference be unsatisfactory to the Company.
- (c) If by any reason of any legislation, regulation, government action or other cause beyond the Company's control any charge, import duty or expenditure of any kind which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred upon, to or as a result of the goods hereby sold, it will be to the Buyer's account.

PRIME ELECTRONICS