

Hydraulics International Pty Ltd A.B.N 37 063 434 266
U5, 137-145 Rooks Road, Vermont, Victoria, 3133
Website: www.hydraulicsint.com.au

Phone: 03 9874 1155
Fax: 03 9874 1188
Email: info@hydraulicsint.com.au

Hydraulics International representative (if known):

Please note: all incorporated applicants should also complete Directors Guarantee

Company: _____ ACN: _____

Trading As: _____ ABN: _____

Postal Address: _____ Delivery Address: _____

Account Contact's Name: _____ Phone:(_____)

Account Contact's E-Mail: _____

Type of Business: _____ Length of Time in Business: _____ Years _____ Months

Telephone: (_____) Facsimile: (_____)

General E-Mail: _____ Website: _____

Affiliated Companies: _____

Proprietors/Directors (please attach additional pages if insufficient space)

1. Name: _____ Home Address: _____

2. Name: _____ Home Address: _____

3. Name: _____ Home Address: _____

Trade References

1. Business Name: _____ Phone: (_____)

Contact Name: _____ Fax: (_____)

2. Business Name: _____ Phone: (_____)

Contact Name: _____ Fax: (_____)

3. Business Name: _____ Phone: (_____)

Contact Name: _____ Fax: (_____)

Bank Details: _____ Phone: (_____)

Branch: _____ Fax: (_____)

Declaration

The above information is furnished for the purpose of obtaining a 30 day credit account with Hydraulics International, and is warranted to be true and correct. I/We acknowledge receipt of Hydraulics International Terms & Conditions of Sale. My signature below also authorises Hydraulics International to carry out the necessary credit inquiries for the purpose of verifying this application.

Signed: _____ Dated: _____

Name in Full: _____ Position in Company: _____

Directors Guarantee

I, _____ of _____

(full name)

(address)

and _____ of _____

(full name)

(address)

being directors of _____

(company name and address)

HEREBY GUARANTEE payment of all or any monies due to Hydraulics International.

Signature: _____ Signature: _____

TERMS and CONDITIONS

Goods are sold by the vendor to the purchaser subject to the following terms and conditions:

1. AVAILABILITY

Any statement or agreement by the vendor is contingent on its ability to obtain, supply or deliver the goods.

2. PRICE

All prices in the price list are in Australian dollars, "plus sales tax" if applicable, and are subject to change without notice.

Cost of cartage and insurance to the purchasers required destination will be to the purchasers account.

Insurance, haulage, freight and other charges incurred once the goods have left the vendors works are not included in the sales price.

3. TERMS OF PAYMENT & RETENTION OF TITLE

Payment shall be made by the purchaser paying to the vendor the amount shown on the invoice within 30 days, from the end of the month of dispatch from the vendor's works. We reserve the right to suspend accounts, and take orders on a COD basis, if the accounts are not finalized within a standard period of 60 days from the end of the month of dispatch from the vendor's works.

Property of the goods supplied by Hydraulics International P/L does not pass to the purchaser until the payment is received in full.

4. DELIVERY

The vendor shall not be liable in respect of any delay in delivery arising from any industrial dispute or causes outside the vendor's control.

Liability for the proven loss due to delay arising from causes within the vendor control shall not extend to consequential loss and shall be limited to the amount of the contract price for the delayed goods.

5. RETURNS

Goods will not be accepted for credit without prior written permission and no claims will be recognized after 14 days from receipt of goods.

A 15% credit return fee will be applied to all goods returned for credit.

Goods purchased to special order are non-returnable.

6. WARRANTY

(a) The vendor will make good by repair or replacement, at its discretion, defects in any goods which may appear within a period of 9 months after delivery, provided that the goods have been properly used and the defect arose solely from faulty design, materials or workmanship.

The vendor reserves the right to inspect the product at the purchaser's location or require the goods to be returned to the vendor's works for inspection at the purchaser's expense.

(b) The vendors liability under this clause shall be in lieu of any warranty or conditions implied or imposed by law as to the quality or fitness for any particular purpose of the goods and save as provided in part [a] hereof the vendor will not be under any obligation whether contract tort or otherwise

in respect of defects in the goods delivered or for any injury, damage or loss resulting from such defects or from work done in connection therewith and without derogating from the generality of the foregoing, the vendor shall not be liable for any damage for delay in delivery, breakdown or diminished performance of the goods or any form of consequential damage whatsoever.

(c) Warranty is void if the label or nameplate of the goods has been removed or tampered with in any way.

(d) Warranty claims will not be considered if the goods have been modified or tampered with in any way.