

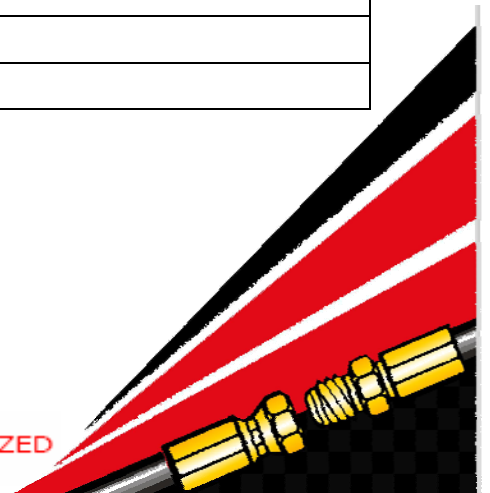


Acclaim Hydraulics Pty Ltd trading as  
**ENZED Mascot.**  
ABN: 45 002 641 723  
1 / 2 Burrows Road South  
(P O Box 200)  
St.Peters NSW 2044

Phone: (612) 9550 2800  
Fax: (612) 9550 2838  
E-mail: [info@enzedmascot.com.au](mailto:info@enzedmascot.com.au)

### APPLICATION FOR CREDIT

Date:	Branch:	ABN:
Company Name:		ACN:
Trading Name:		
Registered Office:		
Trading Address:		
Postal Address:		
Phone No:		Fax No:
E-mail Addresses:		
Full Names, addresses & phone numbers of Directors.		
1.		
2.		
3.		
Type of Business:		Years of Operation:
Company Officers: (Names, Title, Phone & Fax Numbers, E-mail addresses please)		
Business Operations Manager:		

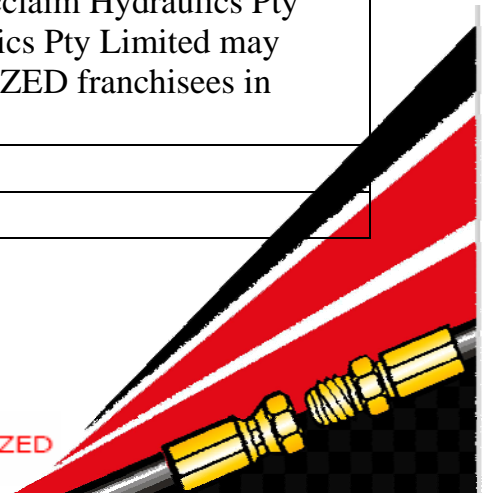




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Accounts/Financial Controller:	
Purchasing Officer:	
Company Bank:	Branch:
BSB:	Act No:
Company Account Name:	
Trade References: (Name, address, phone numbers & person to contact)	
1.	
2.	
3.	
I/We hereby make application for a credit account with Acclaim Hydraulics Pty Limited trading as ENZED Mascot. I/We acknowledge that I/we have read and accept the Terms and Conditions of Sale (attached) and agree to make payment for all goods and services by the 28 <sup>th</sup> day in the following month after the date of each tax invoice. I/We accept that failure to strictly comply with these payment terms will result in the credit facilities being withdrawn. By signing this application I/we hereby give authority to Acclaim Hydraulics Pty Limited and its officers and/or employees to contact the trade references given by me/us in this application and to make such credit enquiries as Acclaim Hydraulics Pty Limited thinks fit. I/We also acknowledge that Acclaim Hydraulics Pty Limited may share my/our credit information and credit history with other ENZED franchisees in Australia.	
Name of Authorized Person making this application:	
Signature:	Position in the company:

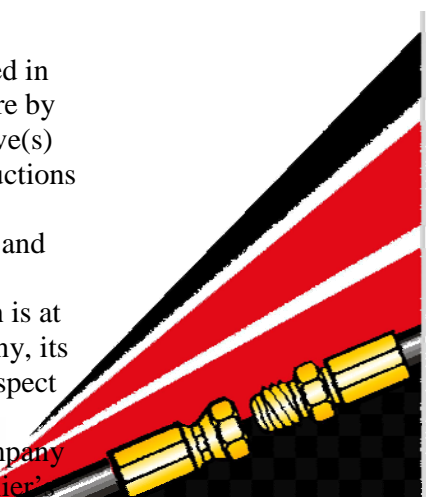




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- 1 Acclaim Hydraulics Pty Ltd A.C.N. 002 641 723 trading as Enzed Service Centre-Mascot (herein called the “Company”) and the buyer agree that these terms and conditions will apply to this sale and to all quotations, offers and orders placed. These terms and conditions will prevail over all other conditions to the extent of any inconsistency and can only be varied or modified by the Company in writing.
- 2 The buyer will inspect the goods and fittings (both terms being hereafter called “fittings”) immediately upon delivery to the buyer or upon collection of the fittings by the buyer, the buyer’s agent or courier as the case may be. Any claim whether relating to the quality of the fittings supplied or otherwise must be made by the buyer within seven (7) days of the receipt of the fittings by the buyer. Every care is taken by the Company to ensure that the fittings supplied conform to the Company’s and its supplier’s standards and specifications and are manufactured using good materials and high quality workmanship.
- 3 The Company will replace any defective fittings sold by it with similar fittings which are shown to the Company’s satisfaction to have been at the time of delivery, defective in materials or in workmanship.
- 4 All conditions and warranties as to the quality of the fittings supplied or their fitness for any purpose, whether express or implied, whether statutory or otherwise and whether oral or in writing, are hereby expressly excluded and negated. The Company accepts no liability whatsoever for consequential loss or damage which may in any way arise out of or result from the fittings supplied or the use to which they have been put or any defect in same. This clause is to be read subject to clause 10 hereunder.
- 5 Enzed fittings (which are covered by design registration) are specifically manufactured for attachment only to the make and type of hose specified by our supplier. If you would like a copy of such specifications or instructions, please request this information and the Company will use its best endeavours to obtain this information for you. Use of other than specified hose contrary to such specifications and instructions from our supplier might result in an unsatisfactory or possibly dangerous product and, in these circumstances, any warranty express or implied is expressly excluded and negated and all liability is disclaimed.
- 6 Instructions as the method of assembly of the Enzed fittings are contained in the aforementioned specifications and instructions of our supplier. Failure by the buyer or the buyer’s employee(s) and/or agent(s) and/or representative(s) to assemble the fittings in accordance with such specifications and instructions could result in an unsatisfactory or dangerous product and, in such circumstances, any warranty expressed or implied is expressly excluded and negated and liability is disclaimed.
- 7 Subject to clause 10 hereunder, any remedy available to the buyer herein is at the option of the Company nullified if the buyer fails to give the Company, its supplier, engineers and/or representatives a reasonable opportunity to inspect the fittings where they are installed.
- 8 To ensure that the buyer gets the best results from the purchase, the Company will use its best endeavours to provide to you, on request, with our supplier’s information, if available, as to any suggestions as to the uses, installation and care of its fittings. The buyer acknowledges that these are suggestions only





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- 8 To ensure that the buyer gets the best results from the purchase, the Company will use its best endeavours to provide to you, on request, with our supplier's information, if available, as to any suggestions as to the uses, installation and care of its fittings. The buyer acknowledges that these are suggestions only and do not in any way nullify or modify the conditions of sale herein contained.

- 9 Notwithstanding any provision of any law, State or Federal to the contrary, the title and ownership of the fittings hereby sold and delivered to the buyer will remain with the Company and will not pass to the buyer until payment in full is received by the Company for such fittings. If payment is made by cheque, title and ownership will only pass to the buyer once the cheque has been cleared.

Until the fittings are paid for in full the relationship between the buyer and the Company will be fiduciary and the buyer will hold the fittings as bailee for the Company.

The buyer will store the Company's fittings separately from those of the buyer.

The Company consents to the sale of the fittings by the buyer as agent of the Company in the ordinary course of the business of the buyer and the moneys resulting from such sale are to be specifically kept separately from the other moneys of the buyer and placed into a separate account until the buyer has paid the Company in full for the fittings and the buyer will account to the Company from this separate account for the full price of the fittings.

The buyer will not represent to any third parties that the buyer is acting for and on behalf of the Company and the Company will not be bound by any contracts with third parties to which the buyer is party.

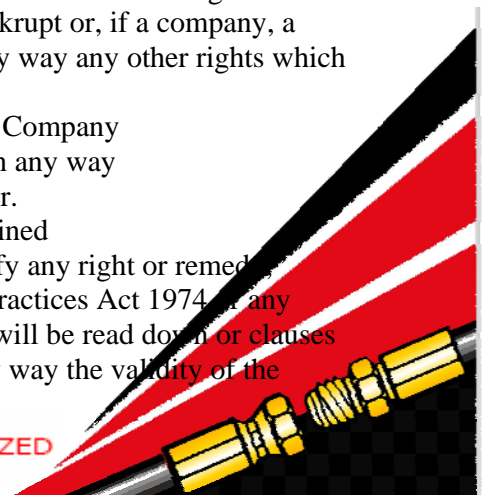
Proper records will be kept by the buyer of any fittings owned by the Company under these conditions of sale.

The buyer is entitled to the period of credit set out in this contract or in any invoice or otherwise as agreed to in writing by the Company and the buyer, and the buyer will pay to the Company the sum specified in the contract or invoice at or before the expiration of the period of credit or once the fittings have been sold by the buyer and the proceeds of sale received, whichever will first occur.

The Company will have the right to enter the premises of the buyer and repossess any fittings for which payment has not been made in full in accordance with the terms hereof. This right will also apply if the buyer commits an act of bankruptcy or is made bankrupt or, if a company, a receiver, manager or liquidator is appointed, without affecting in any way any other rights which the Company may have.

In the event that the Company retakes possession of the fittings, the Company will have the unencumbered right to sell the fittings without being in any way liable to the buyer or to any third party claiming title under the buyer.

10. NOTWITHSTANDING any provisions to the contrary herein contained nothing in these terms and conditions will exclude, restrict or modify any right or remedy, warranty or condition available to the buyer pursuant to the Trade Practices Act 1974 or any similar State or Territory law. If necessary, clauses or parts thereof will be read down or clauses or parts thereof severed so far as is possible without affecting in any way the validity of the





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remaining clauses or parts thereof. Subject to the foregoing, these terms and conditions are to be construed to the maximum extent permitted by law.

11. A service charge of 2% per month will be payable by the buyer to the Company on any amounts not paid within thirty (30) days from the date of purchase.
12. This document, the contract and these terms and conditions will be governed by the laws in force from time to time in the State of New South Wales and the parties accept and submit to the non-exclusive jurisdiction of the courts of the said State. No actions arising out of the sale of the fittings, the contract or this document may be brought by either party more than three (3) years after the date when the cause of the action arose.
13. Any advice, recommendation, information, assistance or service given by the Company and/or its employees/agents to the buyer and/or the buyer's employees/agents in relation to the fittings or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability and the Company does not accept any liability for any loss suffered from the buyer's reliance on such advice, recommendation, information, assistance or service.

Thank you for your credit application.

Please return at your convenience and approval will be forwarded within five days if deemed acceptable to our credit providers.

Yours faithfully,  
Graham Mullooly,  
Managing Director,  
Acclaim Hydraulics Pty Ltd.

