

## TRADE ACCOUNT APPLICATION

### ALL APPLICANTS TO COMPLETE

Business Name:

Account Number

### PROPRIETOR'S NAME

Given Names:

Surname:

Date of Birth: (DD/MM/YYYY)

Driver's Licence Number: *clear scan must be provided*

Sex:  Male

Female

Type of Business:

Reg Business:  Yes

No

Business Established: ABN:

Years

ACN:

Premises are:

Owned

Leased

Rented

Mortgaged

Residential Address:

Suburb/Town:

State:

Postcode:

Postal Address: *(if different from Residential)*

Suburb/Town:

State:

Postcode:

Telephone Number:

Mobile Number:

Email Address:

Name of Bank:

Branch:

Telephone Number:

### TRADE REFERENCES

(must be completed in full)

Name:

Suburb/Town:

Telephone Number:

Name:

Suburb/Town:

Telephone Number:

# TERMS OF SALE

## Scope Building Safety Solutions Pty Limited (ACN 663 867 865)

### 1 Definitions

In this document the following terms have the corresponding meanings:  
"Buyer" means the person to whom any quotation is made by SCOPE BUILDING SAFETY SOLUTIONS or who agrees to purchase Goods from SCOPE BUILDING SAFETY SOLUTIONS;  
"Consequential Loss" means any special, indirect or consequential loss or damage, and any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of goodwill or wasted overheads whatsoever, whether direct or indirect;  
"Contract" means any agreement, arrangement or understanding (whether oral or written) for the supply of Goods between SCOPE BUILDING SAFETY SOLUTIONS and the Buyer;  
"Goods" means all products and services agreed to be supplied by SCOPE BUILDING SAFETY SOLUTIONS to the Buyer under a Contract;  
"Order" means the request by the Buyer to SCOPE BUILDING SAFETY SOLUTIONS that SCOPE BUILDING SAFETY SOLUTIONS supply Goods to the Buyer;  
"SCOPE BUILDING SAFETY SOLUTIONS" means SCOPE BUILDING SAFETY SOLUTIONS Pty Limited and its agents, officers and employees and any Related Bodies Corporate (if such Related Body Corporate is named as the party making or accepting the order);  
"Quoted Date" means the date of delivery as agreed between the Buyer and SCOPE BUILDING SAFETY SOLUTIONS; and "Related Body Corporate" has the meaning given in the Corporations Act 2001 (Cth).

### 2 General

Other than to the extent of any inconsistency with the terms of any separate written agreement signed by the Buyer and SCOPE BUILDING SAFETY SOLUTIONS relating to the sale of Goods, these Terms of Sale: (i) are incorporated into and form part of the Contract; (ii) are the only terms of sale to which SCOPE BUILDING SAFETY SOLUTIONS will be bound and the Buyer agrees that these terms will in all circumstances prevail over the Buyer's terms and conditions of purchase (if any); and (iii) supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods. If the Buyer is acquiring the Goods for personal or non-commercial use, these Terms of Sale do not apply and the Buyer may have statutory and other rights.

### 3 Price

If a written quotation has been given by SCOPE BUILDING SAFETY SOLUTIONS, the selling price is the price specified in the quotation. In any other case, SCOPE BUILDING SAFETY SOLUTIONS's selling price is the price specified in the price list as at the date of dispatch. SCOPE BUILDING SAFETY SOLUTIONS may at any time change its price list.

### 4 Liability

(a) All warranties, liabilities or representations in relation to the Goods (other than the warranty contained in clause 4(c) of these Terms of Sale) are excluded. SCOPE BUILDING SAFETY SOLUTIONS's liability for breach of the Contract (including breach of any warranty) is limited to any one of the following as determined by SCOPE BUILDING SAFETY SOLUTIONS - (i) the replacement of the Goods or the supply of equivalent Goods or (ii) the refund of the price paid by the Buyer for the Goods.  
(b) SCOPE BUILDING SAFETY SOLUTIONS is not liable to the Buyer for any Consequential Loss arising out of or in connection with the Contract or the supply of the Goods (whether or not the possibility of that loss was foreseeable). SCOPE BUILDING SAFETY SOLUTIONS will not be liable to the extent that the Buyer has not used the Goods in accordance with the applicable technical requirements of SCOPE BUILDING SAFETY SOLUTIONS.  
(c) SCOPE BUILDING SAFETY SOLUTIONS warrants that the Goods are of merchantable quality.

### 5 Inspection, acceptance and acknowledgement

The Buyer must inspect the Goods immediately following delivery and notify SCOPE BUILDING SAFETY SOLUTIONS of any defects, deficiency or inconsistency with the Order in writing within 72 hours of delivery. If the Buyer does not notify SCOPE BUILDING SAFETY SOLUTIONS within 72 hours of delivery, the Buyer will be deemed to have accepted the Goods as being of merchantable quality and free of defects, deficiency or inconsistency with the Order.

### 6 Delivery & Risk

(a) SCOPE BUILDING SAFETY SOLUTIONS will make all reasonable efforts to have the Goods delivered to the Buyer on the date agreed between the parties as the Quoted Date, but SCOPE BUILDING SAFETY SOLUTIONS will not be liable for any loss of any nature whatsoever (including Consequential Loss) associated with late delivery of the Goods.

### 6 Delivery & Risk

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(b) Unless otherwise agreed in writing, all risks associated with the Goods purchased (including risk of loss and damage) will pass to the Buyer upon delivery by SCOPE BUILDING SAFETY SOLUTIONS (or its agent or the carrier commissioned by SCOPE BUILDING SAFETY SOLUTIONS) to the Buyer (or its agent or the carrier commissioned by the Buyer).

### 7 Title

(a) Title in and to the Goods will not pass to the Buyer until payment in full for all Goods is made.  
(b) The Buyer acknowledges that, until title in and to the Goods passes to the Buyer in accordance with this clause, the Buyer holds the Goods as bailee of SCOPE BUILDING SAFETY SOLUTIONS and SCOPE BUILDING SAFETY SOLUTIONS will have a security interest in the Goods. Without limitation, the Buyer must not grant or permit any encumbrance whatsoever over the Goods, including any form of lien.  
(c) Until title in and to the Goods passes to the Buyer in accordance with this clause SCOPE BUILDING SAFETY SOLUTIONS will be entitled at any time to demand the return of the Goods and will be entitled to search for and remove the Goods without giving notice to the Buyer.  
(d) If at any time SCOPE BUILDING SAFETY SOLUTIONS has supplied Goods for which the Buyer has not paid in full, any Goods of the same description that are in the possession or control of the Buyer are taken to be the Goods to which SCOPE BUILDING SAFETY SOLUTIONS retains title under this clause and the Buyer may not assert that such Goods have been paid for in full or that title to them has passed to it.  
(e) The Buyer acknowledges that, if it sells the Goods to a third party before title in and to the Goods has passed to it, the Buyer does so as a fiduciary agent of SCOPE BUILDING SAFETY SOLUTIONS (provided that such sales will not give rise to any obligations on the part of SCOPE BUILDING SAFETY SOLUTIONS) and the proceeds of such sale are also the property of SCOPE BUILDING SAFETY SOLUTIONS and are held on trust for it and SCOPE BUILDING SAFETY SOLUTIONS has a security interest in such proceeds.  
(f) If title in and to the Goods has not passed to the Buyer in accordance with this clause, the Buyer's implied right to sell the Goods will immediately terminate upon the Buyer's breach of these Terms of Sale.  
(g) The Buyer will use its best endeavours to assist with the registration or recording of SCOPE BUILDING SAFETY SOLUTIONS's rights and interests set out in this clause on the PPS Register. Further, SCOPE BUILDING SAFETY SOLUTIONS need not give any notice under the Personal Property Securities Act 2009 (Cwth) unless the notice is required by that Act and cannot be excluded.

### 8 Payment and default

(a) Subject to clause 8(c) below, and unless otherwise agreed, all accounts must be paid within 30 days following delivery/installation.  
(b) SCOPE BUILDING SAFETY SOLUTIONS may at its option withhold further deliveries or cancel the Contract without notice to the Buyer for any reason and without prejudice to any other action or remedy which SCOPE BUILDING SAFETY SOLUTIONS has or might otherwise have had.  
(c) Notwithstanding clause 8(a) above, SCOPE BUILDING SAFETY SOLUTIONS may at all times in its discretion without being under any duty or obligation to provide reasons, review, alter or terminate the Buyer's credit limit and the decision of SCOPE BUILDING SAFETY SOLUTIONS will be final and SCOPE BUILDING SAFETY SOLUTIONS accepts no liability or responsibility for any loss, howsoever arising, incurred by the Buyer due to the exercise of SCOPE BUILDING SAFETY SOLUTIONS's rights under this clause.  
(d) The Buyer indemnifies SCOPE BUILDING SAFETY SOLUTIONS against, and must pay to SCOPE BUILDING SAFETY SOLUTIONS on demand, all costs and expenses incurred by SCOPE BUILDING SAFETY SOLUTIONS in enforcing the Contract or collecting payment for Goods.  
(e) Without prejudice to SCOPE BUILDING SAFETY SOLUTIONS's other rights under the Contract, the Buyer must, if so required by SCOPE BUILDING SAFETY SOLUTIONS, pay interest on any outstanding payments at the penalty interest rate under the Penalty Interest Rates Act (Vic) 1983 calculated from the date on which the payment falls due until the date that the outstanding payment has been paid in full.

### 9 General

(a) SCOPE BUILDING SAFETY SOLUTIONS has a right to impose fees on such matters as delivery and returns, as set out in the Buyer's Trading Terms with SCOPE BUILDING SAFETY SOLUTIONS.  
(b) If the Buyer furnishes any specification, design or instruction to SCOPE BUILDING SAFETY SOLUTIONS in relation to the Goods, including but not limited to their formulation and/ or their manufacture, the Buyer warrants that the execution of its Order will not cause SCOPE BUILDING SAFETY SOLUTIONS to infringe on any registered or unregistered intellectual property right(s) of a third party and the Buyer hereby indemnifies and will defend and hold harmless SCOPE BUILDING SAFETY SOLUTIONS against any action brought by such third party. Further, the Buyer acknowledges that the sale and purchase of the Goods under the Contract does not confer on the Buyer any licence or rights under any patent, trade mark or copyright which is the property of SCOPE BUILDING SAFETY SOLUTIONS or any of its Related Bodies Corporate except such licence that is conferred by a matter of law.

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(c) A single or partial exercise or waiver of a right relating to the Contract will not prevent any other exercise of any right.

(d) The Buyer is not entitled to make any deduction from amounts due to SCOPE BUILDING SAFETY SOLUTIONS in respect of any set off or counterclaim in any circumstances whatsoever.

(e) These Terms of Sale are governed by and are to be construed in accordance with the laws applicable in NSW.

(f) The Buyer agrees to: (i) comply with all applicable export control laws, regulations and requirements ("Export Controls"); (ii) comply with SCOPE BUILDING SAFETY SOLUTIONS's export control policies communicated to the Buyer from time to time; (iii) provide SCOPE BUILDING SAFETY SOLUTIONS with all information and documentation requested by SCOPE BUILDING SAFETY SOLUTIONS in relation to Export Controls; and (iv) report to SCOPE BUILDING SAFETY SOLUTIONS's Chief Compliance Officer any suspected or actual violations of any Export Controls that involve items or employees of SCOPE BUILDING SAFETY SOLUTIONS or its subsidiaries.

(g) These Terms of Sale may be changed by SCOPE BUILDING SAFETY SOLUTIONS at any time. Any Order placed by the Buyer following a change will constitute acceptance of the new Terms of Sale. Failure to accept revised Terms of Sale may result in cancellation of the Buyer's credit facilities.

## PLEASE READ AND SIGN

I/We the undersigned request a trading account with Scope Building Safety Solutions Pty Ltd. In consideration of Scope Building Safety Solutions Pty Ltd agreeing to do so I/We agree to comply with the Trading Terms and Conditions of Scope Building Safety Solutions Pty Ltd. I/We have read and understand the Terms and Conditions.

### Important Notice

By signing this application the undersigned (and if more than one, each of them) hereby authorises and permits Scope Building Safety Solutions Pty Ltd from time to time to exchange information with authorised bodies and make independent enquiries of third parties (including the obtaining of credit reports) concerning the financial standing of the undersigned and where the undersigned is a corporation, the financial standing of all persons who guarantee the obligations of the corporation to Scope Building Safety Solutions Pty Ltd and for the purposes of this clause authorise Scope Building Safety Solutions Pty Ltd such parties, subject to the Privacy Act 1988, to supply and exchange information not withstanding any confidentiality or privilege which applies to the information sought.

I/We also agree that the Scope Building Safety Solutions Pty Ltd may provide trade reference to other parties if I/We give Scope Building Safety Solutions Pty Ltd name as a trade referee to such other parties in relation to the application for commercial credit.

### Credit Account Application Disclosure

Scope Building Safety Solutions Pty Ltd collects your personal information to assess your application and, if Scope Building Safety Solutions Pty Ltd accepts your application, to provide you with a credit account. To do this, Scope Building Safety Solutions Pty Ltd usually discloses your personal information to credit reporting agencies, other companies within the Scope Building Group, other organisations associated with your application (such as prospective guarantors), other third party suppliers of goods or services who request Scope Building Safety Solutions Pty Ltd to provide a reference about you and to organisations to whom Scope Building Safety Solutions Pty Ltd outsources functions, such as mailing and printing houses and IT providers ("service providers").

If you do not provide Scope Building Safety Solutions Pty Ltd with your personal information, Scope Building Safety Solutions Pty Ltd will not be able to assess your application.

From 21 December 2001, in most cases, you can gain access to your personal information by contacting Scope Building Safety Solutions Pty Ltd. Scope Building Safety Solutions Pty Ltd may also use your personal information to provide you with information about other products and services offered by Scope Building Safety Solutions Pty Ltd and by companies within the Scope Building Group. In order to do this, Scope Building Safety Solutions Pty Ltd may disclose your personal information to these companies and to service providers. Any credit provided to you by Scope Building Safety Solutions is commercial credit (not consumer credit). Where your application is approved and credit provided, you consent and Scope Building Safety Solutions may report any defaults of payment to credit providers, credit reporting agencies, debt collecting agencies, insurers (as the case may be) including the disclosure of personal information as is necessary to make the default report to any credit agency. Such personal information that may be disclosed includes your (and any guarantor/s, directors or officers) name, address, email address, credit limits on your account and details about the amount of payments overdue (and if then paid, when so paid), any dishonoured payment methods, and information that Scope Building Safety Solutions Pty Ltd has ceased to supply you with Goods. Scope Building Safety Solutions collects, handles, uses and discloses personal information in accordance with its Privacy Policy and meeting its obligations under the Privacy Act 1988 (Cth).

Print Name

Sole Trader Signature

Date

Print Name

Partnership Signature

Date

Print Name

Partnership Signature

Date

### For a Company

Print Name

Signature

Date

Print Name

Signature

Date