



Radio Waves Limited

Account Application Form

Registered Name: Incorporation Number.....
Postal Address:
Delivery Address:
Number of Years Trading:..... Form of Organisation: Registered Company:..... Partnership:..... Sole Trader:.....
Phone Number: Fax Number: Number of Employees:.....

Company Directors / Owners (Full names required):

1)Name:..... Address:.....
2)Name:..... Address:.....
3)Name:..... Address:.....

Bank: Branch:
Company Accountant:..... Phone Number:.....
Accounts Payable Contact:..... Phone Number:.....

Trade References:

Name:..... Contact:..... Phone:.....
Name:..... Contact:..... Phone:.....
Name:..... Contact:..... Phone:.....

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993), I authorise any person or company to give information as may be required in response to credit enquiries.

I have read and understand THE TERMS AND CONDITIONS OF TRADE of Radio Waves Limited which form a part of, and are intended to be read in conjunction with this credit application and agree to be bound by these conditions.

Signed: Position: Date:

Full Name:.....

Credit Limit Requested: \$.....

Radio Waves Limited – Terms & Conditions of Trade

1. **CONTRACT.** The contract shall arise upon both parties accepting the order. In the case of the Buyer, acceptance of the order shall be complete upon the Buyer signing or otherwise accepting the order (whether verbally or in writing) or accepting delivery of the goods. In the case of the Company, acceptance shall be complete upon the Company accepting the order or delivery of goods. The items contained in the order together with these terms and conditions shall be the conditions of the contract and shall apply to all contracts between the Company and the Buyer. All other conditions, warranties, descriptions, representations and agreements whether express or implied by the law trade custom or otherwise are hereby excluded to the extent permitted by law, except for the Supplier's official printed warranty where such warranty is issued to the Buyer and the Buyer complies with the requirements of such warranty. No agent or representative of the Company is authorised to make any representations, statements, conditions for agreements not expressly confirmed by the Company in writing and the Company is in now way bound by any such unauthorised statements nor shall any such statements be or be capable of being taken to form part of a contract with the Company.
2. **RISK.** Risk of any loss, damage or deterioration of or to the goods shall be borne by the Buyer from the time of despatch.
3. **DELIVERY.** Delivery shall be made at the place indicated by the order or as directed by the Buyer and if no place is indicated by the order or is directed, delivery shall be made at the Buyer's last known business address. The Company reserves the right to deliver the goods by instalments. The Company may withhold delivery until all or any requirements of the Company have been met. The cost of delivery will be charged to the Buyer unless otherwise specified.
4. **TERMS OF PAYMENT.** Payment of the price is due immediately following delivery unless varied in writing by the Company. If payment is not received by the Company by the 20th of the month following delivery interest may be charged at a rate 5% above current WESTPAC TRUST BANKING CORPORATION overnight rate on any amount not received. If the Buyer defaults in any payments or if the Buyer commits any act of bankruptcy or (if a company) does any act which would render it liable to be wound up or have a receiver appointed or is adjudged insolvent or enters into any scheme of arrangement with creditors the Company may terminate the contract without prejudice to any other rights it may have and payment for all goods delivered shall immediately become due and payable. The Buyer agrees to be liable for collection fees and late payment fees if the goods are not paid for within the specified time.
5. **PROPERTY.** Ownership and title of the goods shall remain with the Company until the purchase price and all other moneys owing by the Buyer to the Company in respect of any goods shall have been paid.

Until such payment is made in full:

- a. The Buyer shall hold the goods of the Company as Bailee;
 - b. The Buyer shall have no power to charge, encumber, transfer or assign the goods to any other person.
 - c. If any of the goods are sold or otherwise disposed of by the Buyer before title passes in accordance with this clause then the Buyer shall hold the proceeds of such sale or disposition separately upon trust for the Company and shall be accountable for such proceeds until the purchase price and all other moneys owing by the Buyer to the Company in respect of goods shall have been paid in full. In this clause "disposition" shall, without limiting the same, be deemed to include leasing or hireage by the Buyer to any third party.
6. **DEFAULT IN PAYMENT.** If the Buyer defaults in any term or condition of the contract the Company without prejudice to any right it has at law or in equity reserves the right to enter upon any premises where the goods supplied are situated and take possession of and remove the same without being responsible for any damage thereby caused and the Company may resell such goods and apply the proceeds towards payment of the purchase price. The Buyer shall pay the Company's expenses incurred under this clause.
 7. **CONSUMER GUARANTEES ACT.** If the goods are acquired for business purposes then the Buyer agrees that the provisions of the Consumers Guarantee Act 1993 shall not apply.
 8. **DELAY.** The Company shall not be liable for failure to deliver or for any delay in delivery occasioned by strike, picket, go slow, work to rule, lock out, difficulty in procuring suitable materials, goods or substances required in the manufacture of the goods, shortage of stocks, shortage of labour, lack of skilled labour, delays in transit, legislative governmental or other prohibitions or restrictions, fire, flood, hostilities, commotions or other causes whatsoever (whether similar or not to the foregoing) beyond the Company's reasonable control.
 9. **DEFECTIVE GOODS.** The liability of the Company for defective goods is limited to replacement or repair of such defective goods and where a Supplier's official warranty has been issued, only in accordance with such warranty. The Company shall not be liable for any indirect or consequential loss or for delay in connecting to or loss of Network Service.
 10. **RETURN OF DEFECTIVE GOODS.** Returns of defective goods are only permitted where:
 - a. The Buyer has given notice of the defect to the Company within seven days (7) following delivery;
 - b. The Company after investigating the claim, has given the Buyer authority to return the goods;
 - c. The Buyer bears the cost of returning the goods.
 - d. In respect to the supply of cellular product the Buyer acknowledges that repair facilities and parts may not be available for those products beyond two years after the expiry of the Supplier's standard cellular product warranty, a copy of which is supplied with the Supplier's product and as the Supplier otherwise determines.
 11. **INTERPRETATION.** In these terms, unless the contract otherwise requires, the term "the Buyer" refers to the person, firm, company or corporate entity with whom the Company enters into this contract and the term "the Company" means Radio Waves Limited and it's successors and assigns, "the Supplier" refers to the firm from whom the Company purchased the goods.