

Credit Application

Your Trading Name:

Company Name:

Postal Address (a):

Registered Address (b):

Delivery Address (c):

Phone:

Fax:

Contact for Payment of Accounts:

Email:

Invoices to be sent to: (a) or (b) or state address, if other:

Your ABN:

Credit limit required? \$

Name and Address of Directors/ Partners/ Sole Trader/ Principal

Name	Drivers Licence No.	Address

Trade References

No	Company Name	Email Address	Phone number	Contact
1				
2				
3				

Credit Accounts will be provided for customers who have a minimum of one transaction/ month or who spend \$5,000 / year. Accounts will not be opened for one transaction that has a value less than \$500. These transactions may be paid for by credit card where there will be a transaction fee of 2% for Visa and Mastercard and 4.2% for American Express.

I / We supply the information contained in this form for the sole purpose of obtaining a commercial credit account with Dueltek. The application authorises Dueltek to make any enquiries they deem necessary as to my/our credit worthiness in support of this application and subsequently in support of future trading. If the account is granted, I/ we undertake to pay all amounts invoiced to me/us within 30 days of the date of invoice. If the amounts are not paid within the agreed period, then all amounts invoiced to me/us by Dueltek shall become due and payable immediately.

Subject to any further contractual terms agreed between Dueltek and a customer, the Customer agrees to accept supply of Goods and Services by Dueltek under the following attached Terms of Trade.

Signature of Authorised Person

Position held by Signatory

Name in block letters date

Standard Terms of Trade Dueltek Pty Ltd

1. Definitions – Unless the context otherwise requires:

“Business Day” means a day that is not a Saturday, Sunday or any other day which is a public holiday.

“Contract Specifications” means the Customer’s functional specifications, scope of work and any other specifications or requirements provided by the Customer (or in conjunction with Dueltek) in writing and agreed to between the Parties on which Dueltek is to base supply of the relevant Deliverable.

“Customer” means the person or entity named in any order form or other document confirming the order of Goods or Services pursuant to these Terms of Trade.

“Dueltek” means all members of the Dueltek of Companies.

“Deliverable” means the specific element of Hardware, Software or Services to be delivered pursuant to these Terms of Trade.

“Goods” means Hardware and/or Software supplied pursuant to these Terms of Trade.

“Hardware” means any information and communication technologies (ICT) equipment including component parts to be supplied pursuant to these Terms of Trade.

“Parties” will mean members of the Stoke Technologies of Companies and the Customer.

“Services” means the services detailed in the Contract Specifications and to be supplied pursuant to these Terms of Trade.

“Software” means Developed Software, Licensed Software or Third Party Software as the context dictates to be supplied pursuant to these Terms of Trade.

“Price” in relation to a Deliverable means the price payable for that Deliverable as agreed between the Parties.

2. Orders

- 2.1 Customer may purchase Deliverables under this Agreement by placing an Order.
- 2.2 Orders for Deliverables will be placed by a customer in a written hard copy or electronic form and will be effective when accepted by Dueltek (“Order Acceptance”).
- 2.3 Customer agrees that each Order placed with Dueltek shall be governed by these Terms of Trade, regardless of any pre-printed terms on the Customer’s order.

3. Customer’s Obligations

- 3.1 The customer will cooperate fully and act reasonably and in good faith to assist in the timely processes and fulfilment of Dueltek’ obligations entered into pursuant to these Terms of Trade.
- 3.2 The Customer will be responsible for all site preparation to enable efficient delivery and implementation of a particular Deliverable unless alternative arrangements are agreed between the parties.
- 3.3 The Customer will provide Dueltek will all necessary and reasonable access to the Customer’s premises and systems to enable Dueltek to fulfil its obligations under the Contract.
- 3.4 The Customer agrees to ensure that all Dueltek personnel, agents or sub-contractors are sufficiently trained in and aware of all Customer’s company policies and procedures (including workplace health and safety and security requirements) to the extent necessary to perform the Contract Specifications.
- 3.5 The Customer warrants that all Customer furnished goods are fit for purpose.

4. Dueltek Obligations

- 4.1 Dueltek will ensure that the Deliverables comply with the Contract Specifications
- 4.2 Dueltek will ensure that all Deliverables are supplied in a professional manner and with due care and skill.

5. Contract Specifications

- 5.1 Customer warrants that all necessary Contract Specifications for the supply or integration of any Hardware, Software or Services under this Agreement have been provided to Dueltek in writing and in sufficient detail to satisfy Dueltek’ requirements and interpretation and understanding to enable supply of the Deliverables to Customer as requested.
- 5.2 Dueltek shall not accept any liability whatsoever for supply of such Deliverables contrary to Customer’s intention due to insufficient or inadequate provision of contract Specifications or detail by Customer.

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6. Delays

- 6.1 Any delay by Dueltek in complying with the timeframes specified in the Contract Specifications will not relieve the Customer of the obligation to pay the charges invoiced to the Customer under this Agreement.
- 6.2 If timely access to Customer site/s or Customer furnished goods and services are delayed, Dueltek will advise the Customer of the impact and the variation to price and schedule to complete the ordered services.

7. Prices

- 7.1 Prices do not include:
- 7.1.1 Deliveries costs, unless agreed by Dueltek
 - 7.1.2 Taxes, unless otherwise stated;
 - 7.1.3 Installation, support or maintenance of Deliverables (after the expiry of any applicable manufacturers or Licensor's warranty period) unless expressly stated otherwise;
 - 7.1.4 Any preparation of the site including provision of power, or any audit of or work on the physical environments unless expressly stated. If not stated, the Customer must provide a suitable environment meeting Dueltek' or the manufacturer's reasonable requirements;
 - 7.1.5 Any overtime or site specific rates unless expressly stated otherwise;
 - 7.1.6 Any miscellaneous costs or expenses including associated travel or accommodation.

8. Validity

- 8.1 The Price shall remain valid for a period of 30 days from the date of submission, hereafter it may be subject to review.
- 8.2 The Price is subject to currency exchange variation prior to Dueltek' Order Acceptance.

9. Payment

- 9.1 Dueltek must provide the Customer with a correctly rendered invoice
- 9.2 Payment terms are 30 days from end of month from the date of invoice in accordance with the terms of Dueltek' Credit Application form.
- 9.3 Payments by Credit cards will incur a surcharge of 4.2% for American Express and 2% for Visa and MasterCard.

10. Confidentiality

- 10.1 The Parties shall not without the prior written approval of the other make public or disclose to any other entity any confidential information of the other.

11. Delivery

- 11.1 Estimated delivery dates are based on information available to Dueltek from suppliers. Dueltek is not responsible for delays in delivery caused by a supplier or for other reasons beyond the control of Dueltek.

12. Risk and Title

- 12.1 Risk of loss or damage to Goods will pass to the Customer when the Goods are delivered to the Customer or to the Customer's authorised representative.
- 12.2 Notwithstanding the passing of risk:
- All Goods delivered by Dueltek to the Customer remain the property of Dueltek until all monies owing to Dueltek have been paid in full. Until that time and in the case of Software, subject to the manufacturers consent and license conditions, Customer may sell the Goods in the ordinary course of business as agent for Dueltek, and the proceeds shall be held in trust for and as long as the property of Dueltek.
- 12.3 Prior to any sale by the Customer, the Customer shall hold the Goods as bailee for Dueltek and shall return the Goods to Dueltek on demand.
- 12.4 It is agreed between Dueltek and the Customer that where Goods are not returned upon demand, the Goods will be treated as though they were sold by the Customer in the same sequence as the Customer has taken the delivery of Goods.
- 12.5 The Customer must insure the Goods against loss or damage of any kind for their full value until full payment of the purchase price.

13. Hardware Warranty

- 13.1 The Customer accepts the Hardware manufacturer's warranty in relation to the Hardware. No other warranty is provided in relation to the Hardware.

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14. Software Warranty

- 14.1 The Customer accepts the Software manufacturer's warranty in relation to the Software. No other warranty is provided in relation to the Software.
- 14.2 Any issues or problems with any third party Software functionality are to be resolved between the Customer and the third party directly.

15. Software Manufacturers License Agreement

- 15.1 The Customer agrees to execute and be bound by the terms of the Software manufacturer's end user license agreement

16. Returns/ Cancellation

- 16.1 The Customer agrees to return any Goods to be returned to Dueltek within 7 days of receipt of the Goods by the Customer. Each claim by the Customer for return of Goods shall be dealt with under Dueltek' Goods and return procedure.
- 16.2 If the Goods can be returned to the supplier or are accepted by Dueltek, the Customer will be issued with a Goods Return Authorisation number (GRA) details including a unique number part of the returns process. The Customers agrees to label the Goods being returned with the GRA details.
- 16.3 The Customer agrees to pay all transportation costs and related charges for returning Goods to Dueltek and from Dueltek to Supplier if Goods orders are cancelled by Customer.

17. Limitation of Liability

- 17.1 Subject to the warranties expressly provided by the manufacturers of the Goods supplied under these Dueltek Terms of Trade all statutory or implied conditions and warranties are excluded to the extent permitted by law.
- 17.2 Dueltek accepts no liability whatsoever for any resulting loss or damage arising directly or indirectly from any connectivity or integration with any existing Customer process, product, materials, environment or system not adequately accounted for in the Contract Specifications.
- 17.3 Without limiting the general nature of clause 16.1 and to the extent permitted by law:
 - 17.3.1 Dueltek will not be liable to the Customer for any claims of indirect or consequential damages or loss (including but not limited to claims for loss of profit, loss of data, goodwill, claims by any third person, negligence, use of products or interruption in the availability or use of data or products) arising directly or indirectly in respect of the supply of the Deliverable including a failure to meet any of the performance warranties in this Agreement and;
 - 17.3.2 Liability in relation to the supply of the Deliverables under any condition or warranty which cannot legally be excluded is limited to the lesser of:
 - 17.3.2.1 The cost of repair of the specific part of the Deliverables that is defective or the direct cause of the loss or damage allowed under 17.3(1);
 - 17.3.2.2 Re-supplying that specific part of the Deliverable that is defective or the direct cause of the loss or damage allowed under 16.3(1); or
 - 17.3.2.3 Raying the cost of re-supplying the specific part of the Deliverable that is defective or the direct cause of the loss or damage allowed under 17.3(1);
- 17.4 If any part of the Deliverable provided by Dueltek under this Agreement fails, during the warranty period, to conform in a material respect with the Contract Specifications then;:
 - 17.4.1 Dueltek is not liable unless the Customer notifies Dueltek of the failure within 14 days of the date of the failure becoming apparent to the Customer; and
 - 17.4.2 The liability of Dueltek is in any case limited as set out in clause 17.3.

18. Indemnity

- 18.1 Subject to clause 17, the Parties agree to indemnify each other against any loss, damage or liability whatsoever arising from any breach, act, omission or default by the Party, Party's employees, sub-contractors or agents.

19. Unforeseen Events

- 19.1 Dueltek is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that Party's organisation.

Standard Terms of Trade

Dueltek Pty Ltd

20. Waiver

- 20.1 No delay or omission to exercise any rights power or remedy will operate as a waiver of the rights accruing to any party under these Terms of Trade.

21. Exchange Rates

- 21.1 Unless otherwise stated all imported product pricing included in our submissions will be based on current market rates at the date of the submission. Fluctuations over and above plus or minus 3% will constitute a variation to the quoted amount.

22. Severability

- 22.1 If anything in these Dueltek Terms of Trade are unenforceable, illegal or void then it is severed and the rest of these Dueltek Terms of Trade remain in force.