



Laserlight & Fasteners Pty. Ltd.  
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[www.laserlight.com.au](http://www.laserlight.com.au)  
ABN: 46 117 954 677

### CREDIT APPLICATION

#### Details of Applicant

<b>Registered Name &amp; ABN:</b>	
<b>Trading Name:</b>	
<b>Nature of Business:</b>	
<b>Registered Business Address:</b>	
<b>Postal Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

#### Where the Applicant is a company, the details of its directors are:

<b>Name</b>	<b>Address</b>	<b>Telephone numbers</b>

#### Where the applicant is a partnership or a sole trader, the details of its owners are:

<b>Name</b>	<b>Address</b>	<b>Telephone numbers</b>

#### The details of trade references are:

<b>Name</b>	<b>Address</b>	<b>Telephone no</b>	<b>Fax Number</b>

**Amount of credit applied for \$**

**Per Month – Payment Terms Nett 30 days**

**Bank:**

**Branch:**

**Type of account:**

Does your company require order numbers to accompany delivery dockets?..... Y / N

**LASERLIGHT & FASTENERS PTY LTD (ACN 117 954 677)**

**GENERAL TERMS AND CONDITIONS APPLYING TO BOTH SALE AND HIRE OF GOODS**

**Definitions**

**1. In this Agreement:**

- (a) "Laserlight" means Laserlight & Fasteners Pty Ltd. ACN 117 954 677;
- (b) "Customer" means the person or corporation who buys or hires from Laserlight;
- (c) "Goods" means the goods sold or hired by Laserlight to a Customer;
- (d) "Hire Period" means the period from the date the Customer takes possession of the Goods until they are returned to Laserlight;
- (e) "Tax Invoice" means the tax invoice issued by Laserlight to the Customer upon acceptance of an order from the Customer

**Terms of Sale or Hire**

- 2.** The Goods are sold or hired by Laserlight as the case may be, on these terms and conditions.

**Quotations**

- 3.** Quotations issued by Laserlight are valid and open to be for accepted by the Customer within one calendar month of their date or such other period as Laserlight specifies.

**Tax Invoices**

- 4.** Tax Invoices issued by Laserlight shall set out the price of the Goods sold or hired as the case may be, GST and any other applicable taxes and any handling charges.

**Prices subject to change**

- 5.** Prices for future transactions between the Customer and Laserlight are subject to change by Laserlight without notice to the Customer.

**Non-Payment by the Customer**

- 6.** If Tax Invoices are not paid by the Customer by the due date:
- (a) Laserlight may cancel or suspend credit without notice to the Customer;
  - (b) Laserlight may charge a late fee of 5% per calendar month calculated daily on the overdue amount; and
  - (c) the Customer shall pay to Laserlight any legal costs or expenses incurred in recovering monies owed.

**Delivery**

- 7.** (a) Laserlight shall use its best endeavours to deliver the Goods by the estimated delivery time.  
(b) Laserlight shall not be liable for any loss or damage for late delivery or non-delivery of the Goods.

**Guarantee of the manufacturer**

- 8.** The Customer accepts the guarantee of the manufacturer as the only guarantee given to it in respect of the Goods.
- 9.** Laserlight's liability for a breach of condition or warranty implied by Div 2 Pt V of the Trade Practices Act 1974 (other than section 69) is limited to:
- (a) in the case of a sale, either the replacement of the Goods or the supply of goods of a similar standard or the cost or the repair of the Goods;
  - (b) in the case of hire, the free re-hiring of the Goods or goods of a similar standard and cost.

**Cancellation of Order**

- 10.** No order may be cancelled except with the written consent of Laserlight and on terms which will indemnify Laserlight against all losses.

**Cancellation of Credit**

- 11.** Laserlight may at any time in its absolute discretion cancel, suspend or refuse to offer credit to, or change the trade terms with the Customer without providing reasons for doing so.

**Alteration of Terms and Conditions**

- 12.** There shall be no change to or waiver of any of these terms and conditions unless such change or waiver is in writing and signed by Laserlight.

**Applicable Law**

- 13.** The parties agree that the applicable law to this Contract is the law of the State of Victoria.

**Personal Guarantees**

- 14.** Where the Customer is a Corporation, a Director or the majority shareholder of the Customer, at the choice of Laserlight, shall also sign a personal guarantee in respect of the Customer's obligations to Laserlight.

**ADDITIONAL TERMS AND CONDITIONS APPLYING TO SALE OF GOODS**

**Payment of Tax Invoices on Sale of Goods**

- 15.** Tax Invoices issued on sale of Goods are due and payable by the Customer no later than one calendar month of the Customer taking possession of the Goods unless otherwise stated in writing by Laserlight.

**Laserlight's Liability**

- 16.** Laserlight's liability under section 74H of the Trade Practices Act 1974 is limited to a liability to pay to the Customer an amount equal to:
- (a) the cost of replacing the Goods;

- (b) the cost of obtaining goods of a similar standard and cost; or
- (c) the cost of repairing the Goods,

whichever is the lower amount.

#### **Rights in relation to the Goods**

17. Until all amounts owed by the Customer are fully paid to Laserlight, Laserlight:

- (a) retains legal ownership of the Goods;
- (b) may enter the Customer's premises (or the Premises where the Goods are kept) without being liable for trespass or any loss or damage and retake possession of the Goods; and
- (c) may resell any of the Goods repossessed and in that event, apply the sale proceeds towards the amount owed by the Customer including any additional costs associated with the sale or recovery of the debt. Any surplus amount shall be paid to the Customer and any shortfall shall be owed by the Customer.

#### **Storage**

18. The Customer shall pay the reasonable costs of storage if delivery instructions are not provided by the Customer within seven (7) days of a request by Laserlight.

#### **Return of the Goods**

19. Laserlight shall not be obliged to accept return of the Goods by the Customer. A restocking fee between 30-35% will apply if goods are returned after 7 days.

20. If Laserlight chooses to accept return of the Goods, it will do so only on terms agreed in writing in each case.

#### **Description of the Goods sold**

21. The Goods to be supplied by Laserlight shall be as described on the purchase order and such description shall prevail over all other descriptions.

### **ADDITIONAL TERMS AND CONDITIONS APPLYING TO HIRE OF GOODS**

#### **Laserlight's Obligations**

22. Laserlight shall:

- (a) hire the Goods to the Customer in a clean and proper working order;
- (b) make the Goods available for collection by the Customer at the commencement of the Hire Period unless it has been agreed that Laserlight shall deliver the Goods to the Customer in which case the cost of such delivery, if any, shall be added to the hire cost.

#### **The Customer's Obligations**

23. The Customer shall:

- (a) pay the Tax Invoice issued by Laserlight at the commencement of the Hire period;
- (b) be responsible for the Goods during the Hire period;
- (c) use the Goods in a proper, legal and careful manner so as not to cause any loss or damage to any person or property
- (d) use the Goods only for the purpose for which they are intended;
- (e) not damage the Goods
- (f) ensure its servants and agents or other persons it permits to use the goods are properly instructed and qualified as to the manner in which the Goods are to be used;
- (g) ensure the use of the Goods does not contravene any laws
- (h) return the Goods to Laserlight at the end of the Hire Period clean and in proper working order and in the event that it does not do so, it shall pay Laserlight's costs of recovering possession of the Goods, cleaning the Goods and/or repairing the goods as the case may be;
- (i) compensate Laserlight in respect of any damage, whether caused as a result of negligence, recklessness, accident or otherwise during the Hire Period.

#### **Warranties by Laserlight**

24. Subject to clause 9(b), all warranties on the part of Laserlight are excluded to the extent allowed by law.

#### **Claims by the Customer**

25. The Customer shall not claim any compensation for damages arising out of this Agreement.

#### **Acknowledgement by the Customer**

26. The Customer acknowledges having read and understood these Terms and conditions and signs below as an acceptance of the same.

Date	Customer's signature	Customer's address



**PERSONAL GUARANTEE AND INDEMNITY**  
**YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING**

I,.....  
of .....  
state as follows:

1. I have read the General and Additional Terms and Conditions applying to the sale and hire of Goods ("the Terms").
2. I acknowledge that any agreement for the sale or hire of goods to the Customer by Laserlight shall be based on the Terms unless otherwise specified in writing by the Customer and Laserlight.
3. I request Laserlight to enter into such agreements from time to time and in exchange, I for myself, my executors and administrators guarantee to Laserlight that if at any time the Customer defaults in paying monies owed to Laserlight or in complying with any of the Terms, I agree, even though I may have no notice of any default:
  - (a) to be the principal debtor to Laserlight;
  - (b) to pay to Laserlight immediately on demand the total of all monies (including late fees, legal costs or other charges) then owing to Laserlight by the Customer; and
  - (c) to keep Laserlight indemnified against any and all losses costs charges and expenses which Laserlight may incur as a result of any default by the Customer.
4. I agree that:
  - (a) this Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and I waive all and any of my rights as guarantor which may be inconsistent with any of these provisions;
  - (b) I shall not be released by:
    - (i) any neglect on the part of Laserlight in enforcing payment; or
    - (ii) by extra time being given to the Customer to correct the default.
  - (c) all payments received by Laserlight from the Customer or the Customer's estate, whether in insolvency or otherwise shall be applied by Laserlight as payments without any deduction in respect of any claim arising under this guarantee;
  - (d) I shall not compete with Laserlight as a creditor in the insolvency of the Customer until Laserlight has received all amounts owing by the Customer;
  - (e) Laserlight may at any time at its sole and absolute discretion, and without notice to me, refuse further credit to the Customer;
  - (f) changes in the constitution of the Customer shall not affect or discharge my liability as a Guarantor; and
  - (g) this guarantee may be terminated at any time as to future transactions by thirty (30) days notice in writing by me to Laserlight.
5. I hereby charge in favour of Laserlight all my estate both legal and equitable in any real property I may have now or in the future have whether solely or jointly with the amount of the Customer's indebtedness to Laserlight from time to time and shall immediately upon demand being made by Laserlight, sign all documents and do all things that Laserlight may reasonably require to further secure such indebtedness and I hereby irrevocably appoint Laserlight as my duly constituted attorney to execute in the Customer's name such consents to such Caveats as Laserlight may wish to lodge against any dealings of real property at the Land Titles Office.
6. In accordance with the Privacy Act 1988 I authorise Laserlight to exchange with credit providers and credit reporting agencies information about my personal or commercial creditworthiness.
7. The details above are true and correct and I acknowledge that Laserlight has relied on the information provided by me in extending credit to the Customer.
8. I acknowledge that Laserlight has recommended I seek independent legal advice as to my rights and obligations under this Guarantee before signing it.

DATED this .....

Signed sealed and delivered by )  
 )  
in the presence of :- ) .....  
Guarantor

.....  
Witness