



Account Application

(Part A) - THE APPLICANT'S DETAILS ("the Applicant")

Registered Company / Trust Name of Applicant	ABN
Trading Name of Applicant	ABN
Delivery Address for Goods	
Postal Address for Accounts	
Phone Accounts	Accounts email
Phone Parts	Parts email
Phone Parts	Parts email
Phone Sales	Sales email
Purchasing Contact	Purchasing Contact Email
Commencement Date of Business	Estimated monthly purchase \$

TRADE REFERENCES

Company, contact name	Phone	Email
Company, contact name	Phone	Email
Company, contact name	Phone	Email

Ultrasafe
AES Cultivate Pty Ltd
ABN 14 650 846 638
5&6/24 Commercial Street, Marleston SA 5033
Ph 08 8351 9222
info@ultrasafe.com.au

 AES CULTIVATE P/L



DIRECTORS DETAILS

Directors Name	Email	Phone number

ACKNOWLEDGEMENT

We the undersigned authorise Ultrasafe to obtain credit information for the purpose of this credit application.

By signing this document the Applicant hereby confirm the accuracy of the information provided herein and agree to the Trading Terms and Conditions in (Attachment A) which follow.

We also agree to Directors/Partners personal guarantees to ensure full payment for all goods, rightfully provided in the name of the account, once established.

Signed by the Applicant

Signed for and on behalf of the Applicant

Name of signatory

Capacity of signatory: Director, Proprietor, Partner

Office use only

Accepted by AES Cultivate Pty Ltd:

Checked by _____

Date: ___/___/___

Approved by _____

Date: ___/___/___



(Attachment A) - STANDARD TERMS AND CONDITIONS

On accepting the products "Articles" on this Invoice you are accepting Ultrasafe Australia Standard Terms and Conditions.

- (1) INTERPRETATION**
 - a. "Articles" means all Carbon Filters, Returned Refills, DIY Kits, Dust Filters & Dust Pads, articles, materials or services supplied, or quoted to be supplied, by Ultrasafe to a Customer.
 - b. "Contract" means any contract entered into between Ultrasafe and a Customer for the supply of Articles.
 - c. "Customer" means the person, firm, company authority or entity to whom Ultrasafe provided a quotation or from whom Ultrasafe accepts an order.
 - d. "Ultrasafe" means Ultrasafe Australia
- 1. PRICES AND VALIDITY**
 - 1.1. The price of the Articles is that set out in Ultrasafe's price list and subject to change without notice.
 - 1.2. Prices quoted in writing by Ultrasafe and the Customer are valid for thirty (30) days from date of quotation.
 - 1.3. Payment for Articles must be made without and set off, withholding, deduction, abatement or counter-claim despite ownership of the goods having passed.
 - 1.4. The Customer shall pay us for the Fees (including GST) as specified in an Invoice issued by Ultrasafe within 14 days of the date of that Invoice or on such other items as may be specified on the Invoice.
- 2. ACCEPTANCE OF ORDER**
 - 2.1. All orders need to be on an official Purchase Order in writing. All orders received by Ultrasafe are subject to acceptance by Ultrasafe.
 - 2.2. Items ordered with a Filter Declaration Form are custom made and therefore non-returnable.
- 3. TERMINATION**
 - 3.1. Following written notification of acceptance of an order by Ultrasafe the Customer may not suspend or terminate the order.
- 4. TERMS OF PAYMENT**
 - 4.1. Terms of payment if not specified are fourteen (14) calendar days from date of invoice for Articles.
 - 4.2. Interest may be charged by Ultrasafe on overdue accounts at 1% per month compounding.
 - 4.3. The Customer will not be entitled to deduct from any amount due any set off, counterclaim or other sum unless agreed in writing by Ultrasafe.
 - 4.4. Ultrasafe may charge a restocking fee plus costs incurred in making good any damage or wear for any Articles returned to Ultrasafe as set out below;
 - Filter returns within 30 days no restocking fee, over 30 days from invoice date restocking fee of \$50.
 - Any goods returned damaged or that cannot be reused will not be accepted.
 - No goods will be accepted for a return credit without a Credit>Returns Claim form.
- 5. DELIVERY**
 - 5.1. All orders up to 20kg will be sent with Ultrasafe's preferred freight carrier with the cost on-charged to the Customer, unless otherwise formally agreed upon by both parties. Any order over 20kg the Customer can nominate their preferred freight carrier, or use Ultrasafe's preferred carrier with the cost on-charged to the Customer. Where Ultrasafe has undertaken to arrange for carriage it shall do so as agent for the Customer and will charge for delivery and any transit insurance.
 - 5.2. Freight will be charged at the current rate as set by Ultrasafe unless agreed otherwise.
 - 5.3. Delivery to PO Boxes will incur an additional fee of \$10.00 which will be on-charged to the Customer.
 - 5.4. Risk on the goods will pass to the customer upon collection of the goods by the customer, or by any carrier commissioned by the customer, notwithstanding that title may not have passed.
- 6. TITLE**
 - 6.1. Transfer of title occurs once the Articles have been paid for in full.
 - 6.2. Until payment in full:
 - a) the Customer shall hold the Articles as fiduciary Bailee and agent for Ultrasafe;
 - b) unless otherwise notified in writing, the Customer is authorised to sell the Articles in the ordinary course of business;
 - c) after giving 48 hours' notice to the Customer, Ultrasafe shall be entitled to enter the premises of the Customer between 9am and 5pm to inspect the Articles;
 - d) The Articles shall be stored separately and in a manner to enable them to be identified and cross-referenced to particular invoices.
 - 6.3. If payment for the Articles is not made by the due date Ultrasafe shall be entitled to enter the Customer's premises at any time to do all things necessary in order to take possession of the Articles, without being liable for trespass, conversion or any resulting damage. The Customer shall be liable for all cost of whatsoever nature of and associated with the exercise of rights by Ultrasafe under this clause, which shall be payable on demand.
- 7. CONFIDENTIALITY**
 - 7.1. Any drawings, software or other information supplied by Ultrasafe is not to be passed to, or made accessible by third parties without prior written consent of Ultrasafe, and then only to use such information for the specific purpose for which consent is granted.
 - 7.2. Copyright in all documentation in relation to Articles will remain vested in Ultrasafe and may be not used without the express written consent of Ultrasafe for any purpose other than by the Customer for the purposes for which it is furnished.
- 8. LIABILITY**
 - 8.1. Notwithstanding any other term or condition contained in any Contract, Ultrasafe will not be liable for or any losses, loss of income, loss of opportunity to earn profits, damages, compensation, costs and expenses, or for any indirect, incidental or consequential loss or damage resulting from or in any way related to a Contract (including delivery of Articles provided under a Contract) irrespective of the nature or cause of action, except where the liability of Ultrasafe cannot by law be excluded.
 - 8.2. The liability of Ultrasafe to a Customer in respect of all other claims whatsoever is limited in aggregate to the payment by way of damages of a sum or sums not exceeding the total amount of price payable under the relevant Contract.
 - 8.3. The provisions of this Clause 9 continue to apply notwithstanding fundamental breach, breach of fundamental term, revision, repudiation or termination for any reason or frustration, where deliberate, unintentional or by operation of law.
- 9. CONSEQUENTIAL DAMAGE**
 - 9.1. Ultrasafe shall not be held responsible for any consequential damage that may result from the use of Articles. Ultrasafe acknowledges that its goods and services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a product, the customer may be entitled to a replacement or refund and compensation for reasonably foreseeable loss or damage. For minor failures, you are entitled to have the product repaired or replaced.
- 10. APPLICABLE LAW**
 - 10.1. These terms and any Contract between Ultrasafe and the Customer are governed by and will be construed in accordance with the laws of South Australia.



MANUFACTURER'S WARRANTY

1. In this warranty:
 - "Buyer" means the end user of this Product, and where appropriate includes the operator of the machinery in which the Product is Installed or designed to be Installed;
 - "Installed" has the ordinary meaning of being installed for use in the machinery in which it was designed to be installed;
 - "Maintenance" means the maintenance procedures set out in the Operators Manual;
 - "Manufacturer" means Ultrasafe Australia;
 - "New Filter" means a newly manufactured Ultrasafe Australia Air Filter;
 - "Product" means "New Filter" or "Reconditioning Filter" manufactured by Ultrasafe Australia;
 - "Reconditioned Filter" means a Filter originally manufactured by Ultrasafe Australia and returned to Ultrasafe Australia to be remanufactured with new activated carbon, indicator beads, dust pads and seals, if required;
 - "Seller" means the Manufacturer or an authorized distributor;
 - "Site preparation" has the ordinary meaning of preparing the area in which the Filter is designed to be installed for operation;
 - "Warranty Period" means, in the case of a New Filter ninety (90) days or, in the case of a Reconditioned Filter thirty (30) days from the date of delivery or purchase, whichever is the earlier of the two;
2. Subject to the clauses appearing below and to the extent permitted by the Trade Practices Act and relevant state legislation, the sole obligation of the Seller under this warranty is to use its best endeavors to provide the Product or to repair the Product or repair or replace (at the Seller's discretion) any part of a Product which is found to be defective during the Warranty Period and in no event shall the Seller be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the Product, and any indirect, special or consequential damages or injury to any person, corporation or other entity.
3. This Warranty does not extend to DIY Kit recharges that are performed by a person or company other than Ultrasafe and/or AES Cultivate P/L.
4. During the Warranty Period the Seller will replace or repair entirely at its discretion any defective Product without charge so long as the damage rendering the Product defective does not arise from:
 - (1) improper adjustment, fitting, handling, storage or operation by the Buyer;
 - (2) the use of accessories or fittings such as hardware items which were not manufactured by or approved in writing by the Manufacturer;
 - (3) any contamination or leakages caused or induced by the Buyer or the operator of the machinery in which the Product is installed;
 - (4) any modifications of the Product which were not authorised in writing by the Manufacturer;
 - (5) any misuse of the Products by the Buyer or anyone for whom the Buyer has legal responsibility (including a minor);
 - (6) any use or operation of the Products outside of the physical electrical or environmental specifications of the Product;
 - (7) inadequate or incorrect Site preparation; and
 - (8) inadequate or improper Maintenance of the Product.
3. All transportation charges incurred in returning the defective Product, or any of its component parts, for repair, together with the cost of returning them to the Buyer must be paid by the Buyer.
4. This warranty does not extend to cover any damage to the machine in which it is used or any of its components, nor to corrosion due to any cause nor to any damage to paint or anodized surfaces.
5. If the Product is sold outside of Australia and not Installed within ninety (90) days of the date of shipment of such Product from Australia, the warranty expressed above runs from the ninety first (91st) day from the date of delivery to the Buyer or purchase by the Buyer, whichever is the earlier of the two.
6. The Manufacturer gives no express warranty as to the quality, utility, capacity, performance or durability of the Product as such warranties are outside of manufacturer's control due to variables such as the operating conditions in which the Product is ordinarily used. In all other respects the Manufacturer warrants that the Product is of merchantable quality and fit for purpose, such purpose being subject to the limits set out in this document.
7. The seller is not liable for any losses or damages to the Buyer whether directly or indirectly caused by or consequent upon the use of the Product.
8. The Seller is not liable for default or failure in performance of its obligations pursuant to this agreement resulting directly or indirectly from acts of God, civil or military authority , acts of public enemy, war, accidents, fires, explosions, earthquakes, floods the elements, strikes, labour disputes, shortages of suitable parts, components, materials including ink, chemicals, and paper, labour or transportation or any other cause beyond the reasonable control of the Seller.