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## Application for Credit Warning

- A. The application that you are about to sign has important legal consequences and you are advised to carefully consider the contents of the attached documentation.
- B. Acknowledgment by the customer
  - i. The customer, by signing and executing the documents set out in the Table of Contents above, acknowledges that they have received and considered the contents of all of the documents set out in the Table of Contents above;
  - ii. The customer acknowledges that signing and executing the documents in the Table of Contents above has important and possibly very severe legal consequences;
  - iii. The customer acknowledges that before signing and executing the documents set out in the Table of Contents above, the customer obtains independent financial and / or legal advice as to the consequences of the documents;
  - iv. If in any event, the customer elects to sign and execute the documents set out in the Table of Contents above, then Advantage Air will assume that the customer has waived his/her rights to seek independent financial and / or legal advice and that they are executing the documents with full knowledge and understanding of the serious consequences of signing and executing the documentation.

## Credit Policy

In order to give our customers the best service and best pricing it is imperative that our bad debt be kept to an absolute minimum otherwise it is our valuable customers who pay within terms and keep us in business who are asked to cross-subsidise slow payers and non-payers.

The era of the friendly neighbourhood bank manager is a thing of the past in Australia. Please bear in mind the fact that we, like you, have to account to our bankers.

It is not our policy to put cases of genuine hardship in the hands of debt collectors at the drop of a hat but we will be relentless in our pursuit of recalcitrant debtors and especially in enforcing those provisions which hold the directors personally responsible for the debts of the company in the event of non-payment.

## The Important Provisions

1. I/We hereby apply for a credit account and provide the above information which we warrant is **true** and **correct**.
2. I/We hereby acknowledge that I/we have read and understand the documents set out in the Table of Contents above, including Application for Credit, Terms and Conditions, Privacy Act authority and the Advantage Air Warranty and I/we agree to abide by them.
3. I/We acknowledge that Advantage Air may change its terms and conditions (**Paragraph 1 of the “Terms of Trading”**) with prior notice.
4. I/We acknowledge that Advantage Air may, without notice, change its prices as given on its price list and that the pricing on the Advantage Air price list is exclusive of GST (**Paragraph 2 of the “Terms of Trading”**).
5. I/We acknowledge that the Advantage Air procedure for the placing of orders and that the possibility exists, that despite our best endeavours, there may be insufficient quantity of components in all stock at all times to satisfy the client’s order (**Paragraph 3 of the “Terms of Trading”**).
6. I/We acknowledge that Advantage Air may, within 5 days of an order being received, decline without having to provide any reasons, to fulfil the order (**Paragraph 4 of the “Terms of Trading”**).
7. I/We acknowledge that the delivery procedure as outlined including the times for delivery, that Advantage Air is not liable for late delivery or failure to supply and that a delivery charge is payable (**Paragraph 5 of the “Terms of Trading”**).
8. I/We acknowledge that risk in respect of any order passes to the client when the order is delivered to site chosen by the client, whether or not acknowledgment of delivery is given by the client (**Paragraph 6 of the “Terms of Trading”**).

9. I/We acknowledge that the terms of payment are strictly 30 days from the last day of the month of delivery of the order (**Paragraph 8 of the “Terms of Trading”**) and that interest may be levied (**Paragraph 13 of the “Terms of Trading”**).
10. I/We acknowledge the procedure that Advantage Air adopts with regard to the retention of title, the repossession of components and the return of components (**Paragraph 9 of the “Terms of Trading”**).
11. I/We acknowledge that any debt collection or legal costs incurred by Advantage Air in recovering overdue amounts are payable by applicant (**Paragraph 19 of the “Terms of Trade”**).
12. I/We acknowledge if the Owners / Directors / Shareholders of the company change I/we will inform Advantage Air immediately.

Signature:	Signature:
Date:	Date:
Full name:	Full name:
Position:	Position:
Signature of Witness:	Signature of Witness:

## Terms of Trading

### 1. Change of Terms and Conditions

Advantage Air may change its terms and conditions with prior notice.

### 2. Prices, GST and Discounts

The prices shown in the current price list are subject to change without notice. Prices in this price list are exclusive of GST. All items in this catalogue will attract GST.

### 3. Placing Orders

Orders are to specify an order number or reference, the date the order was placed and the components ordered with the preferred date of delivery of the components (“the delivery date”). While Advantage Air will make every effort to hold sufficient quantity of all the components in stock at all times, Advantage Air may not always have a sufficient quantity of all the components in stock at all times to satisfy the client’s order.

Where Advantage Air cannot fulfil an order it will notify the client and offer alternative arrangements. If the client is not satisfied with the new arrangement proposed, they may cancel the order. Advantage Air may change the specifications of the components without notice.

### 4. Reservation of Right to Decline any Order

Advantage Air may decline any order received from the client within 5 days of the order being received by Advantage Air.

### 5. Delivery

Advantage Air shall deliver each order to the site specified by the client by the delivery date between the hours of 8.00am and 5.00pm on Monday to Friday and from September to February between 8.30am and 12.00 noon on a Saturday except public holidays. Advantage Air is not liable for late delivery or failure to supply the components for reasons beyond its control. A delivery charge as detailed under the “deliveries” section of this catalogue is charged for deliveries by Advantage Air which is payable by the client.

Deliveries for Saturday can be made, but only with prior arrangement with Advantage Air, and between the hours of 8:30am and 12 noon.

### 6. Risk

Risk in respect of the order and the component passes from Advantage Air to the client when the order is delivered to the site chosen by the client, whether or not he/she or his/her agent acknowledges receipt of delivery.

## 7. A/C Unit Delivery Storage

Units stored by and delivered to site from Advantage Air remain the property of the client. Advantage Air whilst providing due care in the units' handling and storage, accepts no responsibility or liability for any damage or loss.

## 8. Payment

Terms of payment are strictly 30 days from the last day of the month of delivery of the order.

It is company policy to stop supply on 45 days and hand over unpaid accounts over 60 days for collection unless we agree with the client in writing not to do so. Clients put on stop supply will automatically have their account facility reviewed.

## 9. Passing of Title

### a) Retention of title

Ownership of the components in an order passed from Advantage Air to the client free of encumbrances and all other interests when:

- Advantage Air receives payment for the order; or
- When the components in the order are sold by the client in the normal course of business; or
- When the components in the order are mixed with other goods in the normal course of installation.

### b) Repossess components

If the client does not pay for any of the components within 45 days from the end of the month of purchase or does anything to indicate that he will not be able to make payment within that period. Advantage Air is irrevocably authorised by the client to enter the client's premises or the site where the components were delivered (or any premises under the client's or his agents' control where the components are held) and use reasonable force to take possession of the components without liability for the tort of trespass, negligence or payment of any compensation to the client whatsoever. The client warrants that he is lawfully authorised to take receipt of the components at the sites nominated by him.

## **10. Return of Components**

Components returned for credit will only be accepted by Advantage Air if, in Advantage Air's opinion, they are in their original condition. The client agrees that components that are non-standard or special items cannot be returned.

Advantage Air will charge a handling fee of 25% of the purchase price of the components for credit. The client must notify Advantage Air within 24 hours of delivery of the order that he/she wants to return the components.

## **11. Supply to Other Persons**

The client agrees that Advantage Air is entitled to supply components to any other person or firm.

## **12. Warranty**

Components subject to a warranty claim shall be replaced by Advantage Air as per the attached Advantage Air warranty policy, which is set out at Part 4 hereof. All other conditions, warranties and liabilities are otherwise excluded.

## **13. Interest**

If the client has not paid for the components within 45 days from the end of the month that the order was placed Advantage Air may, at its discretion, charge interest at 1.5% per month on outstanding monies.

## **14. Performance**

If, by reason of anything beyond its control, Advantage Air cannot perform the whole or part of its obligations under this agreement Advantage Air shall be relieved of those obligations to the extent and for the period that it is unable to perform them and shall not be liable to the client for the resulting loss.

## **15. Severance**

If any provision in this lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this lease are not affected and are valid and enforceable to the fullest extent permitted by law.

## **16. Waiver**

Any indulgence granted by Advantage Air shall not operate as a waiver of rights of Advantage Air who may elect at its absolute discretion to pursue its rights to the fullest extent possible at law in respect of its rights under the terms and conditions.

## **17. Legal Enforcement of Advantage Air's Rights**

Nothing shall compel Advantage Air to pursue any or all of the directors of a company or the partners in a partnership in respect of any outstanding debt owed to Advantage Air and Advantage Air may elect to enforce its rights against any individual director who shall then be obliged to look to its fellow directors or fellow partners for a contribution.

## **18. Default by a Company**

In the event of a default by a company to meet its obligations for payment timeously then Advantage Air has the right to pursue any director in his/her personal capacity or enforce any security that Advantage Air might be holding without having to first pursue the company or any fellow guarantors or directors.

## **19. Debt Collection Costs**

Any costs or legal fees incurred by Advantage Air in relation to retrieving overdue amounts shall become payable by the client.

## **20. Ongoing Disclosure**


If for any reason the directors of the company or the debtor in his personal capacity have any reason to suspect that the future operations of the company or the debtor's financial position might deteriorate to such a degree that the future operations of the company or the entity is likely to be jeopardised through any number of reasons including but not limited to, the existence of a contractual dispute with the principal contractor (if any), enforcement action of a creditor of the debtor or a statutory authority such as the Australian Taxation Office, withdrawal of support by the bankers to the company and the like, then, Advantage Air shall be informed forthwith of such circumstances by the debtor or the directors.

## Privacy Act Authority

1. Under Section 18E(8) of the Privacy Act (Advantage Air) is allowed to give a credit reporting agency personal information about your credit Application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:
  - a) Identity particulars;
  - b) The fact you have applied for credit and the amount;
  - c) The fact that (Advantage Air) is a current provider to you;
  - d) Payments which become overdue more than 60 days, and for which collection action has commenced;
  - e) Advice that payments are no longer overdue;
  - f) Cheques drawn by you which have been dishonoured more than once;
  - g) In specified circumstances, that in the opinion of (Advantage Air) you have committed a serious credit infringement;
  - h) The credit provided to you by (Advantage Air) has been paid or otherwise discharged.
2. If (Advantage Air) considers it relevant to access my/our application for personal credit, I/We agree to (Advantage Air) obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
3. If (Advantage Air) considers it relevant to assessing my/our application for commercial credit, I/We agree to (Advantage Air) obtaining a credit report agency a credit report containing personal credit information about me/us in relation to commercial credit provided (Advantage Air).
4. I/We agree that (Advantage Air) may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the borrower (named below).
5. If (Advantage Air) considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree (Advantage Air) receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
6. I/We agree that (Advantage Air) may give to and seek from any credit providers named in this credit application and any credit providers that may be named in credit report issued by a credit reporting agency information about my/our credit arrangements, I/We understand that this information can include any information about my/our credit worthiness, credit standing,

credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

7. Advantage Air usually discloses debt invoice information, including Personal Information of the debtor, to its financier. The Customer has a right to access information held by Advantage Air or any of the organisations that it usually discloses information to.

Please indicate the company you wish to trade with 

Advantage Air (Aust) Western Australia

Advantage Air (NSW) New South Wales

Advantage Air (VIC) Victoria

Advantage Air (QLD) Queensland

Advantage Air (SA) South Australia

Signature:	Signature:
Date:	Date:
Full name:	Full name:
Position:	Position:
Signature of Witness:	Signature of Witness:

## Application for Credit Form

The information given here will be used to consider your application for a 30 day credit account with Advantage Air Pty Ltd.

This application will not be accepted by Advantage Air Pty Ltd unless signed by a Director, Partner, and/or Owner of the company applying for the credit. The credit facility may be denied if any of the terms are deleted.

Please forward the original to Advantage Air by mail (faxed copies will not be accepted). Please retain a copy of this application for your records.

Name of Company:	Orders Phone Number:	
	Accounts Phone Number:	
Trading as:	Orders Fax Number:	
	Accounts Fax Number:	
Registered Address:	eMail Address:	
	ABN:	
Postal Address:	ACN:	
	Nature of Business	
Type of Business: Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/>	Other Businesses owned:	
Expected Monthly Purchases: Highest \$ <input type="text"/> Lowest \$ <input type="text"/>	If the Company includes a Trust, the name of the Trust is:	
Name & Address of Accountants:	Bank Name & Branch:	
Are the Business Premises owned by the Company?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Are there any Charges over the Assets of the Owners? Yes <input type="checkbox"/> No <input type="checkbox"/>
Are there any Charges over the Assets of the Company?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

### Trade References

Please supply four (4) trade references of similar size purchases to the credit applied for (preferably air conditioning industry suppliers):

Name: Address:  Tel: Fax:	Name: Address:  Tel: Fax:
Name: Address:  Tel: Fax:	Name: Address:  Tel: Fax:
<b><i>Please note that when a director of a company signs this Application for Credit, the director becomes personally liable for the debts of the company of which he or she is a director.</i></b>	
Signature:	Signature:
Date:	Date:
Full name:	Full name:
Position:	Position:
Signature of Witness:	Signature of Witness:

## Advantage Air Warranty Policy

Advantage Air provides a “peace of mind” product warranty on all Advantage Air products. All products are warranted to have the performance stated, to be constructed of suitable and appropriate materials and to be of good and careful workmanship.

Advantage Air accepts liability or responsibility only pursuant to this Advantage Air Warranty.

Advantage Air shall replace components subject to a warranty claim, provided that Advantage Air’s liability in respect of the claim is limited to the replacement of the components only. All other conditions, warranties and liabilities whether express or implied by law, are otherwise excluded except for those provisions as provided for in the *Trade Practices Act*.

### Warranty Periods

The following warranty periods apply:

Air conditioning units	5 years from date of purchase
Sonic Drive ADM 240V damper motors	1 year from date of purchase
Zone Station ZSK control system	10 years from date of purchase
Zone Station ZSK2 control system	5 years from date of purchase
Zone10 control system	5 years from date of purchase
All other electronic control systems	5 years from date of purchase
All other components	10 years from date of purchase

## ***Exclusions to Warranty***

Unless specified otherwise under 'Warranty Periods', Advantage Air Warranty covers Advantage Air products only and excludes all labour and transport costs associated with the replacement of a defective component. Advantage Air does not accept any liability or responsibility for any loss or damage that may be caused or contributed to either directly or indirectly, by the faulty, incorrect, incomplete or improper installation of Advantage Air products.

The Advantage Air Warranty does not cover damage by Acts of God, riot, war, terrorism, accident, misuse, abuse, fire alteration of the product (in any manner or form whatsoever), faulty, incorrect, incomplete, or improper installation or operation of the product.

Warranties for remote control systems are only valid if an installer duly accredited or certified by Advantage Air installs the system.

Warranty claims are subject to inspection and acceptance by Advantage Air and a proof of purchase as well as proof of product defect will be required. Further, Advantage Air must have been notified promptly on the discovery of the defect and given a reasonable opportunity to inspect.

It should be noted that 240V damper motors, without exception, are covered for replacement only (no labour or other consequential costs whatsoever).

## ***Replacement / Repairs***

Advantage Air will replace / repair faulty products as stipulated above (and as so designated by Advantage Air) and in accordance with the following procedures and notes:

Customers are required to:

1. Supply proof of purchase.
2. Provide proof of defect (it is a mandatory requirement to attend to the site, assess the fault and report on the fault to Advantage Air).
3. Complete and forward to Advantage Air a properly completed warranty claim form (together with the proof of purchase and proof of defect).

### **Notes:**

- If the warranty relates to an Advantage Air product failure, Advantage Air is entitled to attend the site to replace or repair (as so designated by Advantage Air) the product at Advantage Air's cost.

- Advantage Air requires safe and ready access to all products (e.g. access panels). If Advantage Air deems such access not safe and readily available, all work will be ceased until such time as safe and ready access is supplied. Any costs incurred to provide such safe and ready access are payable by the warranty claimant.
- In the event that Advantage Air is unable to complete the warranty Advantage Air will only accept a charge from the customer if approved by a duly authorised officer of Advantage Air. If the installer knowingly installs the faulty componentry, Advantage Air will supply a replacement product only (no labour cost).
- The customer must install Advantage Air components and equipment ensuring that there is adequate and reasonable access to the products to allow repair or replacement. Failure to do so will require the customer to provide this reasonable access at their cost or discharge Advantage Air of their warranty obligation.
- If the warranty claim is not in respect to a product defect, Advantage Air will (at its absolute discretion):
  - a) With customer authorisation, repair and charge the customer according to the then relevant schedule of charges.
  - b) Advise the customer of the fault and charge a call out fee in accordance with the then schedule of charges.

### ***Schedule of Charges***

The following schedule of charges currently applies:

<b><u>Description</u></b>	<b><u>Fee</u></b>
1) Call out fee	\$165 (inc GST) inc first hour
2) Labour charge for repairs unrelated to an Advantage Air product defect	\$110 (inc GST)/ hour
3) Products damaged as a result of poor installation	Charged according to customer purchase prices

The above schedule of charges may change from time to time.

If the delivery cannot be made from the stock at the time of receiving an order from Advantage Air, Advantage Air will deliver as soon as possible thereafter, provided however that Advantage Air will in no case be liable for any loss or damage howsoever caused by a delay in delivery.