

Account Application

Please Note: The completion of this form does not guarantee that a credit account will be provided

Date of Application (dd/mm/yy):

Company Details

Registered Business Name:

Trading Name:

Date Established:

ACN / ABN No:

Previous Business Name (if changed in last 2 yrs):

Business Type:

Public Company

Private Company

Partnership

Sole Trader

Trust

If a Trust, Trustee Name:

If Trustee is a company - ACN Number:

Postal Address:

Delivery Address:

Main Phone:

Main Fax:

Contacts*Accounts Payable – contact name:*

Job Title:

Email Address:

Finance Manager – contact name:

Job Title:

Email Address:

Auditors – company name:

Address:

Email Address:

Phone:

Bank – company name:

Branch (suburb):

City:

Account No:

Details of Owner / Partners / Director**1. Name:**

Residential Address:

Phone:

2. Name:

Residential Address:

Phone:

Requested Credit Limit \$:

Anticipated Monthly Purchases from CertaOne \$:

Trade References

1. Business Name:

Contact Name:

Job Title:

Phone:

Email:

Current Monthly Credit Limit \$:

2. Business Name:

Contact Name:

Job Title:

Phone:

Email:

Current Monthly Credit Limit \$:

3. Business Name:

Contact Name:

Job Title:

Phone:

Email:

Current Monthly Credit Limit \$:

Please sign and return to:The Accounts Receivable Manager, CertaOne, at accounts@CertaOne.com.au

PO Box 448 Terrey Hills NSW 2084

Declaration

I / WE CERTIFY THAT:

- a) The information contained in this document is true and correct.
- b) I / We understand and acknowledge the terms and conditions outlined below.
- c) I / We am / are authorised to apply for credit facilities on behalf of the applicant.

For and on behalf of (applicant company):

Name:

Signature:

Job Title:

Email:

Date:

For and on behalf of (applicant company):

Name:

Signature:

Job Title:

Email:

Date:

CERTAONE - Standard Terms and Conditions of Sale

Definitions

1. CERTAONE will hereinafter be referred to as "The Company" in these Standard Terms and Conditions of Sale.
2. The applicant company will hereinafter be referred to as "The Customer" in these Standard Terms and Conditions of Sale.
3. Practical Completion – date of commissioning of equipment by CERTAONE or a third party Service provider.
4. 'Solutions' include for example 'HUAWEI Containerised Data Centre Solution'.

Terms

1. Payment terms are strictly as agreed to in writing. Otherwise, on the date due as per CERTAONE invoice or 30 days after the end of month from date of shipment of goods, whichever is sooner.
2. Credit limit granted may not be exceeded without prior written consent of the Company. However, should the credit limit be exceeded for whatever reason, these same Terms & Conditions shall apply.
3. Should a part shipment of goods for an order (excluding solutions) be requested by and made to the customer (including the customers authorised representative for that order or project incl. project managers), the customer's order will be invoiced and payable on the customer's usual account terms, notwithstanding that the full order has not been fulfilled. For solutions, this shall constitute commencement of the project and acceptance of invoicing on that date and payment for the project on the customer's usual account terms unless agreed to otherwise in writing.
4. Where solutions are provided that includes services in addition to goods, should there be any delays in practical completion; the customer needs to notify CERTAONE as soon as possible but within 21 days of the date of invoice, being date of delivery of goods or majority thereof. If CERTAONE acknowledges these delays are resulting from CERTAONE or a third party Service provider, a first Instalment will become payable to the value of the 'hardware', due on the customers usual account terms from date of Invoice being the date of delivery of the hardware to site or collection by customer.
5. Upon practical completion by CERTAONE or a third party service provider, the balance of the invoice outstanding will become payable within 14 days.

6. Sales are subject to the company's current Returns Policy at the time of sale. Presently;- Orders for Solutions and Special Order items are generally non-cancellable. Goods sold are generally non-returnable. If the goods are accepted for a return, they will only be credited to the Customer's account if returned in the original packaging and in the same conditions as delivered by the company to the Customer initially and if returned and received by the Company within 7 days from the initial delivery. Should the Company accept the goods after that time, a Restocking fee from 25% will be charged and the credit will only be processed upon receipt of a credit from the Company's vendors. Credits cannot be applied against existing outstanding balances. All returns are to be sent by the customer at their expense to CERTAONE head office warehouse (presently Belrose NSW) or nominated location and the goods are to be insured while in transit.
7. Original goods and services third party manufacturer's terms and conditions of warranty apply. No other form of warranty is expressed or implied.

Conditions of Sale

1. The Customer hereby acknowledges that, should any amount not be paid on the date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice of whatsoever nature. The Customer agrees that a service charge of 0.05% per day on overdue balances may be charged to the Customer's account at the discretion of the Company.
2. In the event of the Company instructing its solicitors to collect an overdue amount all legal fees and collection charges and tracing agent fees as between solicitors and client shall be borne by the Customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
3. The Customer hereby consents to the jurisdiction of the Laws of New South Wales for all actions which may be instituted against it for the recovery of any amounts owing to the Company.
4. The signatory/ies hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in with the Customer unto and in favour of the Company, its order or assigns, for payment of any amount which is now due or owing by the Customer to the Company.
5. Product supplied by the Company to the Customer will be at the Customer's risk upon delivery to the Customer or into the Customer's custody (whichever the sooner), and the customer must insure the product thereafter against such risks as the Company reasonably requires.
6. Ownership of the product supplied by the Company will not pass to the customer and will remain with the Company until such a time as the product, the subject of the contract and all other products supplied by the Company to the Customer and all debts owing by the Customer to the Company from any other cause, have been paid in full.
7. Until such a time as all products have been paid in full or any other monies due to the Company have been paid in full, the Company authorises the Customer to sell the product as fiduciary agent for the Company in the ordinary course of its business. The Customer must not represent to any third party that it is acting for the Company, and the Company will not be bound by any contracts with third parties to which the Customer is party. The Customer, in holding the product, will act as the Company's fiduciary agent and bailee. The proceeds of the sale of the product by the customer must be paid into a separate account and held in trust for the Company. The Customer must forthwith make payment to the Company from the account of all the amounts which may be owing by the Customer to the Company from time to time.
8. Until such time as the product has been paid for in full and all other debts discharged by the Customer, the Customer must store the product in such a manner as to show clearly that it is the property of the Company.
9. The Customer irrevocably agrees and undertakes that the Company (it's servants or agents) will have the right forthwith (and without prejudice to any other rights the Company may have pursuant to these Standard Terms and Conditions of Sales or at law or in equity) without notice or demand to immediately enter upon the Customer's premises and retake possession and remove the product in the possession of the Customer or wheresoever situated.
10. Notwithstanding Clause 10, 11, 12 and 14 above. The risk of any loss or damage to or any deterioration in product from whatever cause shall pass to the Customer at the time of delivery.
11. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect unless to writing and signed by both the Company and the Customer. No representations have been made by the Company or on its behalf which have induced the Customer to enter into this agreement.
12. No relaxation or indulgence granted by the Company to the Customer shall be deemed as a waiver of any rights of the Company in terms of this agreement and such relaxation or indulgence shall be deemed a variation of any terms and conditions of this agreement.
13. The Company shall not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a result of any defect in the product whether patent or latent, and the Customer indemnifies the Company against any claims made against it by any third party arising out of any such defects.
14. The Customer agrees that these Terms and Conditions may constitute one or more Security Interest for the purpose of the PPSA and that: to perfect any such Security Interest the Company may register a financing statement(s) on the Personal Property Securities Register; the Customer shall have no rights under sections 95, 118, 121(4), 125, 130, 132, 135, 142 and 143 of the PPSA; the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the PPSA is contracted out of if that Part would apply by virtue of section 116(2) of the PPSA; the Customer waives its right to receive notice of a verification statement under section 157 of the PPSA; and the Customer must, promptly on request by the Company, provide any such information and execute and deliver any such documents as the Company may reasonably require to protect the Security Interest granted to the Company by the Customer under or in relation to these Terms and Conditions.