



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

DATE: _____ REF No. _____

BUYER'S TRADE NAME: _____

BUYER'S FULL or LEGAL NAME: _____

BUYER'S CONTACT PERSON: _____ POSITION: _____

ACN / BUSINESS REGISTRATION NUMBER: _____ ABN (Australian Registration Number – Tax Purposes): _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

Accountant: _____ Solicitor: _____

Expected Average Monthly Purchase: \$ _____ Number of Employees: _____

COMMERCIAL BUYERS ONLY

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Advanced Engineering Group Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Buyer I shall be personally liable for the performance of the Buyer's obligations under this contract.**

SIGNED (ADVANCED ENGINEERING GROUP): _____ **SIGNED (BUYER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO BUYERS SIGNATURE: ID: _____ DOB: _____

Signed: _____ Name: _____ Date: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Advanced Engineering Group Pty Ltd and its successors and assigns ("Advanced Engineering Group") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Buyer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Advanced Engineering Group of all moneys which are now owing to Advanced Engineering Group by the Buyer and all further sums of money from time to time owing to Advanced Engineering Group by the Buyer in respect of goods and services supplied or to be supplied by Advanced Engineering Group to the Buyer or any other liability of the Buyer to Advanced Engineering Group, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with Advanced Engineering Group. If for any reason the Buyer does not pay any amount owing to Advanced Engineering Group the Guarantor will immediately on demand pay the relevant amount to Advanced Engineering Group.
- HOLD HARMLESS AND INDEMNIFY** Advanced Engineering Group on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, Advanced Engineering Group in connection with:
 - the supply of goods and/or services to the Buyer; or
 - the recovery of moneys owing to Advanced Engineering Group by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to Advanced Engineering Group's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - moneys paid by Advanced Engineering Group with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, Advanced Engineering Group, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by Advanced Engineering Group to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Advanced Engineering Group by the Buyer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Advanced Engineering Group's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to Advanced Engineering Group, each Guarantor shall be a principal debtor and liable to Advanced Engineering Group accordingly.
- If any payment received or recovered by Advanced Engineering Group is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Advanced Engineering Group shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to Advanced Engineering Group.**
- I/we irrevocably authorise Advanced Engineering Group to obtain from any person or company any information which Advanced Engineering Group may require for credit reference purposes. I/We further irrevocably authorise Advanced Engineering Group to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Advanced Engineering Group as a result of this Guarantee and Indemnity being actioned by Advanced Engineering Group.
- The above information is to be used by Advanced Engineering Group for all purposes in connection with Advanced Engineering Group considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

- Note:
- If the Buyer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 - If the Buyer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Advanced Engineering Group Pty Ltd - Terms of Trade

1. **Definitions**
- 1.1 "Advanced Engineering Group" shall mean Advanced Engineering Group Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Advanced Engineering Group Pty Ltd.
- 1.2 "Buyer" shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by Advanced Engineering Group to the Buyer.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by Advanced Engineering Group to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Advanced Engineering Group to the Buyer.
- 1.5 "Services" shall mean all Services supplied by Advanced Engineering Group to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the price payable for the Goods as agreed between Advanced Engineering Group and the Buyer in accordance with clause 4 of this contract.
2. **The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**
- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
3. **Acceptance**
- 3.1 Any instructions received by Advanced Engineering Group from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by Advanced Engineering Group shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are binding and can only be amended with the written consent of Advanced Engineering Group.
- 3.4 The Buyer shall give Advanced Engineering Group not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice). The Buyer shall be liable for any loss incurred by Advanced Engineering Group as a result of the Buyer's failure to comply with this clause.
- 3.5 Goods are supplied by Advanced Engineering Group only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Buyer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
4. **Price And Payment**
- 4.1 At Advanced Engineering Group's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by Advanced Engineering Group to the Buyer in respect of Goods supplied; or
 - (b) Advanced Engineering Group's quoted Price (subject to clause 4.2) which shall be binding upon Advanced Engineering Group provided that the Buyer shall accept Advanced Engineering Group's quotation in writing within thirty (30) days.
- 4.2 Advanced Engineering Group reserves the right to change the Price in the event of a variation to Advanced Engineering Group's quotation.
- 4.3 At Advanced Engineering Group's sole discretion a deposit may be required.
- 4.4 At Advanced Engineering Group's sole discretion:
 - (a) payment shall be due before delivery of the Goods; or
 - (b) payment for approved Buyers shall be made by instalments in accordance with Advanced Engineering Group's payment schedule; or
 - (c) payment for approved Buyers shall be due thirty (30) days following the end of the month in which a statement is posted to the Buyer's address or address for notices.
- 4.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.6 Payment will be made by cash, cheque, or by bank cheque, or by credit card (plus a surcharge of up to one and one quarter percent (1.25%) of the Price), or by electronic banking, or by any other method as agreed to between the Buyer and Advanced Engineering Group.
- 4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
5. **Delivery Of Goods**
- 5.1 At Advanced Engineering Group's sole discretion delivery of the Goods shall take place when:
 - (a) the Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by Advanced Engineering Group or Advanced Engineering Group's nominated carrier); or
 - (b) the Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Buyer's agent.
- 5.2 At Advanced Engineering Group's sole discretion the costs of delivery are:
 - (a) in addition to the Price; or
 - (b) for the Buyer's account.
- 5.3 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Buyer is unable to take delivery of the Goods as arranged then Advanced Engineering Group shall be entitled to charge a reasonable fee for redelivery.
- 5.4 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 5.5 The failure of Advanced Engineering Group to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6 Advanced Engineering Group shall not be liable for any loss or damage whatsoever due to failure by Advanced Engineering Group to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Advanced Engineering Group.
6. **Risk**
- 6.1 If Advanced Engineering Group retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, Advanced Engineering Group is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Advanced Engineering Group is sufficient evidence of Advanced Engineering Group's rights to receive the insurance proceeds without the need for any person dealing with Advanced Engineering Group to make further enquiries.
- 6.3 Where the Buyer is to supply Advanced Engineering Group with any design specifications, the Buyer shall be responsible for providing accurate information. Advanced Engineering Group shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate information being supplied by the Buyer.
7. **Title**
- 7.1 Advanced Engineering Group and the Buyer agree that ownership of the Goods shall not pass until:
 - (a) the Buyer has paid Advanced Engineering Group all amounts owing for the particular Goods; and
 - (b) the Buyer has met all other obligations due by the Buyer to Advanced Engineering Group in respect of all contracts between Advanced Engineering Group and the Buyer.
- 7.2 Receipt by Advanced Engineering Group of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Advanced Engineering Group's ownership or rights in respect of the Goods shall continue.
- 7.3 It is further agreed that:
 - (a) where practicable the Goods shall be kept separate and identifiable until Advanced Engineering Group shall have received payment and all other obligations of the Buyer are met; and
- (b) until such time as ownership of the Goods shall pass from Advanced Engineering Group to the Buyer Advanced Engineering Group may give notice in writing to the Buyer to return the Goods or any of them to Advanced Engineering Group. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease; and
- (c) Advanced Engineering Group shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Buyer fails to return the Goods to Advanced Engineering Group then Advanced Engineering Group or Advanced Engineering Group's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods; and
- (e) the Buyer is only a bailee of the Goods and until such time as Advanced Engineering Group has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Buyer owes to Advanced Engineering Group for the Goods, on trust for Advanced Engineering Group; and
- (f) the Buyer shall not deal with the money of Advanced Engineering Group in any way which may be adverse to Advanced Engineering Group; and
- (g) the Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Advanced Engineering Group; and
- (h) Advanced Engineering Group can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer; and
- (i) until such time that ownership in the Goods passes to the Buyer, if the Goods are converted into other products, the parties agree that Advanced Engineering Group will be the owner of the end products.
8. **Defects**
- 8.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Advanced Engineering Group of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford Advanced Engineering Group an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Advanced Engineering Group has agreed in writing that the Buyer is entitled to reject, Advanced Engineering Group's liability is limited to either (at Advanced Engineering Group's discretion) replacing the Goods or repairing the Goods except where the Buyer has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
9. **Returns**
- 9.1 Returns will only be accepted provided that:
 - (a) the Buyer has complied with the provisions of clause 8.1; and
 - (b) Advanced Engineering Group has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and
 - (d) Advanced Engineering Group will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2 Advanced Engineering Group may (at their sole discretion) accept the return of Goods for credit but this may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
10. **Warranty**
- 10.1 Subject to the conditions of warranty set out in clause 10.2 Advanced Engineering Group warrants that if any defect in any workmanship of Advanced Engineering Group becomes apparent and is reported to Advanced Engineering Group within three (3) months of the date of delivery (time being of the essence) then Advanced Engineering Group will either (at Advanced Engineering Group's sole discretion) replace or remedy the workmanship.
- 10.2 The conditions applicable to the warranty given by clause 10.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Buyer to properly maintain any Goods; or
 - (ii) failure on the part of the Buyer to follow any instructions or guidelines provided by Advanced Engineering Group; or
 - (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and Advanced Engineering Group shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Advanced Engineering Group's consent.
 - (c) in respect of all claims Advanced Engineering Group shall not be liable to compensate the Buyer for any delay in either replacing or remedying the workmanship or in properly assessing the Buyer's claim.
11. **Intellectual Property**
- 11.1 Where Advanced Engineering Group has designed, drawn or written Goods for the Buyer, then the copyright in those designs and drawings and documents shall remain vested in Advanced Engineering Group, and shall only be used by the Buyer at Advanced Engineering Group's discretion.
- 11.2 The Buyer warrants that all designs or instructions to Advanced Engineering Group will not cause Advanced Engineering Group to infringe any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify Advanced Engineering Group against any action taken by a third party against Advanced Engineering Group in respect of any such infringement.
12. **Default & Consequences of Default**
- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Advanced Engineering Group's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 In the event that the Buyer's payment is dishonoured for any reason the Buyer shall be liable for any dishonour fees incurred by Advanced Engineering Group.
- 12.3 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify Advanced Engineering Group from and against all costs and disbursements incurred by Advanced Engineering Group in pursuing the debt including legal costs on a solicitor and own Buyer basis and Advanced Engineering Group's collection agency costs.
- 12.4 Without prejudice to any other remedies Advanced Engineering Group may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), Advanced Engineering Group may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. Advanced Engineering Group will not be liable to the Buyer for any loss or damage the Buyer suffers because Advanced Engineering Group has exercised its rights under this clause.
- 12.5 If any amount remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 12.6 Without prejudice to Advanced Engineering Group's other remedies at law Advanced Engineering Group shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to Advanced Engineering Group shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Advanced Engineering Group becomes overdue, or in Advanced Engineering Group's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.
13. **Cancellation**
- 13.1 Advanced Engineering Group may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice Advanced Engineering Group shall repay to the Buyer any sums paid in respect of the Price. Advanced Engineering Group shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by Advanced Engineering Group (including, but not limited to, any loss of profits) up to the time of cancellation.
- 13.3 Cancellation of orders for Goods made to the Buyer's specifications or non-stockist items will definitely not be accepted, once production has commenced.
14. **Privacy Act 1988**
- 14.1 The Buyer and/or the Guarantor/s agree for Advanced Engineering Group to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by Advanced Engineering Group.
- 14.2 The Buyer and/or the Guarantor/s agree that Advanced Engineering Group may exchange information about the Buyer and the Guarantor/s with those credit providers either named as trade referees by the Buyer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by Buyer; and/or
 - (b) to notify other credit providers of a default by the Buyer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of Buyer and/or Guarantor/s.
- 14.3 The Buyer consents to Advanced Engineering Group being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4 The Buyer agrees that personal credit information provided may be used and retained by Advanced Engineering Group for the following purposes and for other purposes as shall be agreed between the Buyer and Advanced Engineering Group or required by law from time to time:
 - (a) provision of Goods; and/or
 - (b) marketing of Goods by Advanced Engineering Group, its agents or distributors in relation to the Goods; and/or
 - (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and/or
 - (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods.
- 14.5 Advanced Engineering Group may give information about the Buyer to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Buyer; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
15. **Unpaid Advanced Engineering Group's Rights**
- 15.1 Where the Buyer has left any item with Advanced Engineering Group for repair, modification, exchange or for Advanced Engineering Group to perform any other Service in relation to the item and Advanced Engineering Group has not received or been tendered the whole of the Price, or the payment has been dishonoured, Advanced Engineering Group shall have:
 - (a) a lien on the item;
 - (b) the right to retain the item for the Price while Advanced Engineering Group is in possession of the item;
 - (c) a right to sell the item.
- 15.2 The lien of Advanced Engineering Group shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
16. **Export Contracts**
- 16.1 In the event that the Goods are exported, delivery of the Goods may be subject to either FOB Contract or CIF Contract.
- 16.2 In the event of a FOB Contract the following shall apply:
 - (a) the Goods shall be delivered to the Buyer by delivery on board the agreed upon mode of transport on the delivery date. Advanced Engineering Group shall promptly notify the Buyer that the Goods have been delivered aboard. Title (subject to clause 7) to, and risk in the Goods shall pass to the Buyer upon such delivery being effected. Advanced Engineering Group shall promptly provide the Buyer with a clean shipped bill of lading in respect of the Goods.
 - (b) the Buyer shall reserve the necessary space on board the agreed upon mode of transport and give Advanced Engineering Group due notice of the loading berth and any revised delivery dates. The Buyer shall bear any additional costs caused due to the failure of the agreed upon mode of transport being available to load the Goods on the delivery date.
- 16.3 In the event of a CIF contract the following shall apply:
 - (a) the Goods shall be delivered to the Buyer by delivery on board the agreed upon mode of transport on or before the delivery date. Advanced Engineering Group shall procure a contract of carriage and insure the Goods from dispatch until delivery on terms current in the trade for the benefit of the Buyer. The Goods shall be at the risk of the Buyer as they are loaded on board. Advanced Engineering Group shall promptly tender to the Buyer a clean shipped bill of lading, the insurance policy and an invoice in respect of the Goods.
 - (b) the Buyer shall accept the documents tendered by Advanced Engineering Group if they correspond to this contract and take delivery of the Goods at the port of destination and bear all other costs and charges arising out of shipment of the Goods to the port of destination.
17. **General**
- 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 17.3 Advanced Engineering Group shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Advanced Engineering Group of these terms and conditions.
- 17.4 In the event of any breach of this contract by Advanced Engineering Group the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 17.5 The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by Advanced Engineering Group nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.6 Advanced Engineering Group may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 17.7 The Buyer agrees that Advanced Engineering Group may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Advanced Engineering Group notifies the Buyer of such change.
- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.9 The failure by Advanced Engineering Group to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Advanced Engineering Group's right to subsequently enforce that provision.



CREDIT CARD AUTHORISATION FORM

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

DATE: _____ REF No _____ ABN / ACN Number: _____

BUYER'S TRADE NAME: _____

BUYER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

CREDIT CARD AUTHORISATION

Visa Mastercard

Card Holders Name: _____

Card Number:

Expiry Date: Amount \$ _____

I authorise Advanced Engineering Group Pty Ltd to arrange payment of my account as per details above, by debiting my credit card account as described below. I acknowledge that Advanced Engineering Group Pty Ltd may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment.

Cardholders Name: _____

Cardholders Signature: _____ Date: _____

I certify that the above information is true and correct and that I am authorised to give these details for payment. I authorise the use of my personal information as detailed in the Privacy Act clause overleaf. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Advanced Engineering Group Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Card Authorisation Form and agree to be bound by these conditions. **I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Buyer I shall be personally liable for the performance of the Buyer's obligations under this contract.**

SIGNED (ADVANCED ENGINEERING GROUP): _____ SIGNED (BUYER): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO BUYERS SIGNATURE:

Signed: _____ Name: _____ Date: _____