

My Tonnex Account Manager is (If Known)

Company Details

Registered Company Name

Trading Name

A.B.N A.C.N

Date Incorporated No. of Years Trading

Registered Address 1

Registered Address 2

State Post Code Country

Delivery Address

Address 1

Address 2

State Post Code Country

Postal Address

Address 1

Address 2

State Post Code Country

Business Structure

Private Company Public Company Trust Partnership Sole Trader

Business Group

Are you a member of any buying group? - If so please list

Business Type

Newsagent Computer Shop Post Office On-line Reseller Office Stationer

Other (Please List)

continued overleaf page 1 of 6

Where did you hear about Tonnex?

- Promotional Email Mail Out Internet Search
- Referral (Please List) Trade Show (Please List)
- Trade Magazine (Please List) Other (Please List)

Full Name and Address of All Directors, Partners, Sole Trader, Trustees

Name D.O.B Drivers License No:.....
Address

Name D.O.B Drivers License No:.....
Address

Credit Limit

Credit limit Requested

Accounts Payable Contact

Name Email

Phone Fax Number

Purchasing Officer Contact

Name Email

Phone Fax Number

Sales Department Contact

Name Email

Phone Fax Number

Nominated Promotional Prize Recipient

The below details will be those used when sending out any promotional prizes earned through our marketing promotions. If you do not wish to have them addressed to name in particular then leave the name field blank.

Name

Address

State Post Code

continued overleaf page 2 of 6

Trade References

Company Contact Name

Phone Fax Number

Company Contact Name

Phone Fax Number

Company Contact Name

Phone Fax Number

Terms and conditions of sale

1. Interpretation

Unless otherwise inconsistent with the context the word 'person' shall include a corporation; Tonnex shall mean Tonnex International Pty Ltd, its successors and assigns; 'goods' shall include services; 'Purchaser' shall mean the person named as 'the Applicant' on the credit application annexed hereto and includes the person whom any quotation is made and shall include any person offering to contract with Tonnex on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa.

2. Offer and Acceptance

Any quotation made by Tonnex is not an offer to sell and no order given in pursuance of any quotation shall bind Tonnex until accepted by it in writing. Unless otherwise agreed in writing, all orders are subjected to acceptance by Tonnex within 30 days of receipt by Tonnex of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between Tonnex and the Purchaser. Any Terms and conditions contained in any order, offer, acceptance or any other document of the Purchaser and all representations, statements, terms, conditions, and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

3. Delivery

3.1 Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by Tonnex in writing providing for liquidated damages for failure to deliver by the quoted date Tonnex shall not be Liable to the Purchaser for any loss or damage howsoever arising for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by Tonnex to deliver by the quoted date.

3.2 Tonnex reserves the right to deliver by installments. If delivery made by installments, the Purchaser shall not be entitled

- (a) To terminate or cancel the contract; or
- (b) To any claim, loss or damage howsoever arising for failure by Tonnex to deliver any installments on or before the quoted date.

4. Quotations

All quotations are subject to withdrawal or variation at any time prior to acceptance of order. Tonnex also reserves the right to amend prices at any time for the undelivered portion or any order. Provided, however, that the Purchaser shall have the right to cancel such outstanding balance of an order within seven (7) days from the date of notification of an amendment to the price thereof.

5. Cancellation

Any order may only be cancelled by mutual agreement and in the event of such cancellation the Purchaser undertakes to reimburse and indemnify Tonnex for any costs, expenses or charges incurred by Tonnex in preparation for and in the execution for an order which without limiting the generality thereof shall include an amount equal to fifty percent of the net profit of the order had the order not been cancelled

6. Waiver

Failure by Tonnex to insist upon strict performance of any terms or condition hereof shall not be deemed a waiver thereof or of any rights Tonnex may have or shall not, and nor shall any expenses waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

7. Title

7.1 Notwithstanding the delivery of goods or part thereof, the goods remain the sole and absolute property of Tonnex as full legal and equitable owner until such times as the Purchaser shall have paid Tonnex the full price of any goods then the subject of any other contract with Tonnex.

7.2 The purchase acknowledges that he receives possession of and holds goods delivered by Tonnex solely as bailey for Tonnex until such time as the full price thereof is paid to Tonnex together with the full price of any goods then the subject of any other contract with Tonnex.

7.3 Until such times as the Purchaser becomes the owner of the goods, he will;

- (a) Store them on the premises separately;
- (b) Ensure that goods are kept in good and serviceable condition;
- (c) Secure the goods from risk, damage and theft; and
- (d) Keep the goods fully insured against such risks that are usual or common to insure against in a business of similar nature to that of the Purchaser.

7.4 (a) until the goods are paid for in full, Tonnex authorises the Purchaser to sell the goods as its agent. However, the Purchaser shall not represent to any third parties that it is acting in any way for Tonnex. Tonnex will not be bound by any contracts with third parties to whom the Purchaser is a party.

Initial

continued overleaf page 3 of 6

(b) The Purchaser is entitled to a period of credit, but if prior to the explanation of the period of credit the goods are sold and the proceeds of sale are received by the Purchaser then the Purchaser shall account to Tonnex for the price of the goods.

(c) Should the Purchaser die, stop payments or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws, or being a company, appoints an administrator or calls a meeting for the purpose of to go into liquidation or has a winding up application presented against it or has a receiver appointed, Tonnex may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract, suspend or cancel this contract or require payments in cash before or on delivery or tender of goods notwithstanding the terms of payment previously specified or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

7.5 If the Purchaser does not pay for any goods on the due date then Tonnex is hereby irrevocably authorised by the Purchaser to enter the Purchaser's premises (or any premises under the control of the Purchaser or as agent of the Purchaser in which the goods are stored) to take possession of the goods without liability for the tort of trespass, negligence, or payment of any compensation to the Purchaser whatsoever.

7.6 On retaking possession of the goods Tonnex may elect to refund to the Purchaser any part payment that may have been made and to credit the Purchaser's account with the value of goods less any charge for recovery of the goods, or to resell the goods.

8. Risks

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser, his carrier or agent.

9. Payments

9.1 Unless otherwise agreed in writing the whole of the purchase price is due immediately upon delivery of the goods to the Purchaser or the Purchaser's agent and is payable on demand or, if no demand is made, payment terms are within thirty (30) days from the end of the month in which the goods are so delivered. Tonnex reserves the right to charge interest at the rate of fifteen per cent (15%) per annum, calculated daily on any overdue amounts.

9.2 The Purchaser agrees that the title of goods does not pass until the account is paid in full for those goods and that should the Purchaser fail to pay the debt by the due date, all legal and collection expenses including commissions incurred in the recovery thereof shall be paid for by the Purchaser.

9.3 This term as to the payment shall be the essence of the contract.

10. Price

Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by Tonnex at the date of delivery including the amount which Tonnex is required to pay on account of any excise or goods and services tax or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part of thereof, or the manufacturer, use, sale of or delivery thereof.

11. Insolvency and Default

If (a) The Purchaser makes default in any payment due hereunder

(b) A resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser.

(c) A receiver or receiver and manager are appointed of the property or any part of the property of the Purchaser.

(d) A controller as defined in the Corporations Law is appointed over any part of the Purchaser's assets.

(e) The Purchaser is placed under administration or an administrator is appointed

(f) Execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven (7) days satisfied.

(g) The Purchaser is the subject of a debtor's or creditor's petition in bankruptcy or is the subject of a Bankruptcy notice.

(h) The purchaser enters into an arrangement pursuant to part X of the Bankruptcy Act. then, and in any such event, Tonnex may as its option without further deliveries cancel the contract without prejudice to its rights hereunder.

12. Claims and Returns

12.1 Tonnex shall not be liable for any loss or damage whatsoever and however arising whether direct or indirect or consequential or in respect of any claim whenever and however made for any loss or damage, deterioration, deficiency or other fault or harm in the goods provided by or on behalf of or in any agreement with Tonnex or occasioned to the Purchaser or any third party or to his or their property or interest and whether or not due to the negligence of Tonnex, its servants or agents.

12.2 As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen (14) days notify Tonnex in writing of the same.

12.3 Tonnex shall not be liable in any circumstances for any:

(a) Defects or damages caused in whole or in part by misuse, abuse, neglect, improper application, repair or alteration (other than by Tonnex or accident);

(b) Any transport installation removal, labour or other costs

(c) Defects in goods not manufactured by it but Tonnex will endeavour to pass on to the Purchaser the benefit of any claim made by Tonnex and accepted by the Purchaser and the Benefit of any claim made by Tonnex and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the Purchaser to proceed against Tonnex pursuant to the Trade Practices Act; and

(d) Technical advice or assistance given or rendered by it to the Purchaser or not in connection with the manufacturer construction or supply of goods for or to the Purchaser

12.4 Faulty goods returned to Tonnex will be repaired or replaced depending on the manufacturer's policies. Where possible, Tonnex will replace the faulty goods prompt manner; however some goods cannot be replaced and will be shipped back to the manufacturer for repair under the manufacturer's warranty. Goods returned from the manufacturer as not faulty, may incur a 'no fault found fee' and freight costs, at Tonnex discretion.

12.5 To prevent unnecessary delays and 'no fault found fee', Tonnex recommends that Purchasers contact the manufacturer's technical support facilities prior to returning the product. Where the manufacturer allows, Purchasers should send products for warranty repair directly to the manufacturer. Where the manufacturer will not accept products directly from the Purchaser, warranty repairs can be sent via Tonnex.

13. Return Procedure

13.1 To return goods to Tonnex the Purchaser must first request Return Authorisation (RA) number from Tonnex via fax prior to returning the goods. Any goods which are returned to Tonnex without an official Return Authorisation number may be sent back to the Purchaser at their expense.

Initial

continued overleaf page 4 of 6

- 13.2 An RA number can be obtained by faxing the Return Authorisation Form to Tonnex Returns Department directly; RA numbers will be issued within 24 hours of receipt of the RA form.
- 13.3 All claims must be made on the Return Authorisation Form, which is available by contacting Tonnex. Delays in processing your return may occur if all relevant details are not provided. Tonnex will require the invoice number and the serial number of the product. An RA number will be issued for one or more of the same goods being returned.
- 13.4 All goods being returned must display the RA number clearly on the shipping carton, NOT on the product. Goods received with permanent labels attached to the product may prevent them from being accepted as 'resalable'. Issuing of an RA number does not guarantee the acceptance of the goods if other criteria are not met. The Purchaser remains liable to Pay for the goods until accepted.
- 13.5 The Purchasers should pre-pay all freight chargers for good being returned to Tonnex. Tonnex will pay the freight charges back to the customer.
- 13.6 Returns for credit will only be granted for invoices less than thirty (30) days old, unless a shipping error has occurred. Returns for credit may incur a restocking fee at the discretion of Tonnex. A 20% restocking fee will apply on all returns. Freight charges will not be credited unless due to shipping error.
- 13.7 The Purchaser should pre-pay all freight charges for goods being returned to Tonnex.
- 13.8 All goods must be returned in unopened boxes and in resalable condition. Tonnex reserves the right to reject any goods which have been used. Goods which have been opened and used will be returned to the Purchaser at their expense.

14. Force Majeure

Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire, Flood, Drought or any other case beyond control or owing to inability to procure materials or articles at increased prices due to any of the foregoing causes.

15. Cost Variation

Quotations are based on the current cost of production (materials), working hours and wages and are subjected to amendment on or after acceptance to meet any recognised rise or fall in such cost.

16. Change of ownership

The Purchaser agreed to notify Tonnex in writing of any change of ownership of the Purchaser or its business, or of directorships in the case of a corporate Purchaser, or of any change whatsoever affecting this agreement within (7) days from the date of such change and indemnifies Tonnex against any loss or damage incurred by it as a result of the Purchasers failure to notify Tonnex of any change. Tonnex International Pty Ltd hereby advises that by signing this form you, the applicant, give permission to Tonnex International Pty Ltd under the Privacy Act 1988 section 18K(1) (b) and (h), to get credit reports containing personal information about the applicant, from credit reporting agencies. Tonnex International Pty Ltd may use these reports to assess this credit application, and in relation to collecting overdue payments. The applicant gives permission to Tonnex International Pty Ltd, under the Privacy Act 1988 section 18N (1) (b), to give or get information about your credit arrangements from a credit provider named in this application form or named in any credit reports issued by a credit reporting agency. The information may be used to assess an application by the applicant for credit; to notify other credit providers of a default by the applicant; to exchange information with other credit providers as to the status of this debt where the applicant is in default with other credit providers or to assess the applicants credit worthiness. The applicant gives permission to Tonnex International Pty Ltd, under the Privacy Act 1988 section 18K(1)(c), to get from a credit reporting agency, a credit report containing personal information about the applicant to assess whether to accept the applicant as a guarantor for credit applied for, or provided, the applicant named in this application for commercial credit. You acknowledge that Tonnex International Pty Ltd may disclose to a credit reporting agency personal information about your credit application.

Should this application be accepted by Tonnex International Pty Ltd the applicant agrees that the credit account shall be subjected to the terms of this application and the usual terms of this application and the usual terms and conditions of sale, a copy of which is contained herein and which the applicant has read and understood. I/we acknowledge that the information provided within this application has been read and understood by me/us and I/we declare that the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon information supplied by me/us herein.

Name Name

Position Held Position Held

Signature Signature

Date Date

Initial

continued overleaf page 5 of 6

Guarantee (to be completed by ALL Directors, Partners, Trustees, & Sole Trader)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s, Partner/s, Sole Trader or Trustee/s, hereby agree, by the execution of this application on behalf of the customer, to guarantee to Tonnex International Pty Ltd the due and punctual payment and performance by the customer of all money terms and conditions contained in these terms of trade to be paid observed and performed and I/we shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representative of the Guarantor.

I/we charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and leasehold in land which I/we now have or during the currency of this agreement may acquire.

Signed sealed and delivered by the said:

Printed name of the Guarantor

Signature of the Guarantor

In the presence of

Signature of Witness

Printed name of the Guarantor

Signature of the Guarantor

In the presence of

Signature of Witness

Printed name of the Guarantor

Signature of the Guarantor

In the presence of

Signature of Witness

Dated the Day of 20