



www.worksafegear.com

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admin@worksafegear.com

Our policy for establishing an account is as follows.

- 1 We require a 3 month COD trading history prior to opening an account.
- 2 A minimum purchase of \$5000 per month is required to keep the account open.
- 3 Please email remittance to admin@worksafegear.com
- 4 Our terms of trading are 14 Days

CREDIT APPLICATION FORM

Company Name: _____

Registered Trading Name: _____

ABN No: _____ Phone No: _____ Fax No: _____

Postal Address: _____

_____ State: _____ Postcode _____

Delivery Address: _____

_____ State _____ Postcode: _____

If Subsidiary Company Name of Parent Company: _____

If Acting as Trust, Name of Trust: _____

Nature of Business: _____ Age of Company: _____

Bank: _____ Branch: _____

Account No: _____ BSB No: _____

Person Responsible for Payment of account

Name: _____

Address where invoice is to be sent to: _____

_____ State _____ Postcode _____

E-mail: _____ Phone: _____ Fax: _____

Trade References

Name	Company	Phone	Fax	Email	

I/we hereby agree to be bound by terms and conditions of sale of Work SafeGEAR, acknowledge having read same and authorise the above listed references to release my/ our credit history in connection with a business transaction with Work SafeGEAR. I/we acknowledge Work SafeGEAR trading terms within fourteen (14) days of invoice.

Terms and Conditions.

In these conditions WORK SAFEGEAR means WORK SAFEGEAR (ABN: 77 496 194 296) of Unit 2/ 4 Jaggs Way O'Connor in the State of Western Australia or any related corporation or legal entity. The customer means the person, firm, corporation, government or semi-governmental authority purchasing goods and/or services from WORK SAFEGEAR. Unless otherwise clearly stated in writing by WORK SAFEGEAR the following conditions will apply.

1 GENERAL TERMS

These terms and conditions shall apply to the supply of goods and/or services by WORK SAFEGEAR to the customer where:

- 1.1 The customer places an order for the goods and/or services which either contains no terms and conditions of supply or contains terms and conditions identical to those contained herein: and
- 1.2 WORK SAFEGEAR accepts such an order.

2 THE CONTRACT

- 2.1 The matters referred to in these terms and conditions continue a contract between WORK SAFEGEAR and the customer. These terms and conditions shall prevail over any other terms and conditions that may contain terms and conditions that may be inconsistent or contrary to those contained herein
- 2.2 These terms and conditions shall apply to the exclusion of all other agreements and prior representations, unless subsequently evidenced in writing by WORK SAFEGEAR and the customer, and shall be the whole of the Agreement between WORK SAFEGEAR and the customer.

3 DESCRIPTION OF GOODS

- 3.1 The description of goods and/or services as stipulated on invoices or order forms is provided by way of identification only and the use of that description shall not constitute a description under any contract of sale by description. Any description of any goods in any brochure, document or other sales literature used by WORK SAFEGEAR shall not form part of any agreement between WORK SAFEGEAR and the customer.

4 DESIGN CHANGES

WORK SAFEGEAR shall have no obligations to make alterations in the design and construction of goods previously accepted and delivered even though design changes are incorporated in the goods subsequently being delivered.

5 PRICES

Unless otherwise agreed by WORK SAFEGEAR in writing the price of goods sold and services supplied shall be that specified by WORK SAFEGEAR on invoice.

- 5.1 Except as otherwise stated in writing by WORK SAFEGEAR prices shall be exclusive of
 - 5.1.1 Goods and Services Tax
 - 5.1.2 Delivery Charges
- 5.2 All orders shall have a minimum delivery charge applied. Additional delivery charges become payable by the customer where the customer requires special transport, where goods have been quoted accordingly for hazardous goods and for shipments over 25kg.

6 PRICE VARIATION

- 6.1 Subject of paragraph 6.2 hereof the price shall be as quoted in writing by WORK SAFEGEAR. If a price is not quoted then it shall be in accordance with WORK SAFEGEAR's current price list. Verbal quotations are subject to written confirmation.
- 6.2 WORK SAFEGEAR reserves the right without notice to alter the price of goods and services whether or not a deposit or part payment has been received by WORK SAFEGEAR for such goods or services and to invoice the customer for any such extra amount where the costs of the goods to WORK SAFEGEAR has altered due to circumstances beyond its control including by not without limiting the generality of foregoing any variation in WORK SAFEGEAR's exchange rates, taxes, levies, imposts, duties, premiums, fees or charges however designed and to correct errors and omissions.

7 PAYMENT

- 7.1 Payment is to be made to WORK SAFEGEAR for goods and services within (7) days from the date of invoice.
- 7.2 If the customer fails to comply with the terms of paragraph 7.1 hereof then:-
 - 7.2.1 The customer agrees that it will pay WORK SAFEGEAR a late payment charge of (2) per centum per month on all monies from time to time in respect of goods and/or services including all charges from time to time owing by the customer.
 - 7.2.2 WORK SAFEGEAR reserves the right to discontinue or suspend the supply of goods and/or service to the customer.
 - 7.2.3 WORK SAFEGEAR reserves the right to withdraw at any time any credit facilities extended to the customer where payment is not received or where such other acts or omissions of the customer are objectionable to WORK SAFEGEAR.
- 7.3 No discount shall be allowed except where otherwise agreed by WORK SAFEGEAR in writing.
- 7.4 Where a customer opens an account with WORK SAFEGEAR the customer may be required to nominate referees or guarantors (that shall be acceptable to WORK SAFEGEAR) prior to credit where being approved by HEIGHTH.
- 7.5 The customer authorised WORK SAFEGEAR (its servants or agents) to make all reasonable inquiries to verify that the information given to WORK SAFEGEAR by the customer that the customer can satisfy its commitments and pursuant to these terms and conditions with WORK SAFEGEAR.
- 7.6 Invoices may be issued by WORK SAFEGEAR and will be payable by the customer in respect of every delivery notwithstanding that the balance of the order has not been nor will not be delivered for any reason.

8 DELIVERY AND RETURN OF GOODS

- 8.1 Unless WORK SAFEGEAR otherwise agrees in writing Stamp duty, delivery, carriage insurance, handling, storage and packaging and any other expenses relating to the goods shall be charged to and paid by the customer.
- 8.2 In the absence of specific instruction from the customer, WORK SAFEGEAR will select the carrier and make such agreement with the carrier on behalf the customer, as WORK SAFEGEAR in its absolute discretion deems appropriate.
- 8.3 WORK SAFEGEAR will endeavour to deliver the goods (or provide services) within the customer's required delivery period, but subject to clause 8.4 shall not in any event be liable for any loss or damage directly or indirectly sustained from any failure to deliver within such a period. Time shall not be the essence of the contract and any delay shall not be the basis of the customer's cancellation of this contract.
- 8.4 WORK SAFEGEAR shall not be liable for any loss or damage resulting from any failure to give notice of any delay in delivery.
- 8.5 WORK SAFEGEAR reserves the right to deliver the goods by instalments at its absolute discretion and in such circumstances the customer shall except delivery of such goods by instalments.
- 8.6 Where in order to deliver or collect goods, WORK SAFEGEAR or its carrier enters upon the customer's premises the customer shall provide full and safe access to WORK SAFEGEAR or its carrier and shall be liable for and indemnify WORK SAFEGEAR and its carrier against the cost of all loss, damage to property and injury to persons: occurring directly or indirectly as a result of the failure by the customer to ensure the said full and safe access.
- 8.7 The customer shall be responsible for providing adequate labour/ and or material handling equipment for the loading and unloading of goods at its premises.

- 8.8 Where WORK SAFEGEAR agrees to collect goods from the customers premises the customer shall ensure that the goods are all available for collection at an easily accessible central point and that they are ready for loading at the time WORK SAFEGEAR arrives to collect them.
- 8.9 The customer's return of goods to WORK SAFEGEAR for credit requires the prior written approval of WORK SAFEGEAR and issuance of a returned goods authorisation Voucher (RGA).
- 8.10 Where goods are being returned to WORK SAFEGEAR, the customer shall ensure that they are returned and complete together with all operations and accessories in a safe condition, having regard to the risk to:-
- 8.10.1 Persons handling them in their vicinity; and
- 8.10.2 Damage to the goods themselves
- 8.11 Claims by the customer for short, damaged or incorrect deliveries must be made within Fourteen (14) days from the date of the invoice.
- 8.12 HEIGHTEECH will not be liable or responsible for any loss or damage, cost or expense suffered by the customer resulting directly or indirectly from any failure by WORK SAFEGEAR in fulfil of any of the terms and conditions herein, including any obligation or liability in respect of any damage to or malfunction of any item supplied. If such failure, damage or malfunction is due to any delay or other cause beyond the control of WORK SAFEGEAR.
- 8.13 Where goods are incorrectly ordered by the customer, supplied and subsequently returned, a restocking fee of fifteen (15) percent of the purchase price of the goods shall be paid together with any delivery fee incurred by WORK SAFEGEAR as a result thereof within fourteen (14) days from the date of invoice.
- 8.14 No returned goods will be accepted and no credit note will be issued by WORK SAFEGEAR for any goods and/or services specifically acquired for the customer.
- 8.15 If WORK SAFEGEAR is of the opinion that goods when returned are otherwise than in the same condition as when they were delivered to the carrier or directly to the customer a charge equal to the cost necessary to restore the goods to their original condition shall be payable by the customer upon demand by WORK SAFEGEAR.
- 8.16 If goods are returned to WORK SAFEGEAR which WORK SAFEGEAR is unable to resell to a third party or resell for the same amount as was sold to the customer then WORK SAFEGEAR may charge the customer an amount equal to the loss incurred as a result of the customer returning the goods.

9 OWNERSHIP AND RISK

- 9.1 Notwithstanding any credit granted to or anything contained in these terms and conditions to the customer. WORK SAFEGEAR shall retain the full and beneficial ownership and title in and to all products delivered to the customer. WORK SAFEGEAR until the customer has paid to WORK SAFEGEAR the full amount due on all outstanding invoice(s) to WORK SAFEGEAR. Until then the customer will hold and sell the goods as agent for WORK SAFEGEAR and the customer shall store goods separately and with the interest of WORK SAFEGEAR as owner clearly marked on the goods and the area in which they are stored. Any proceeds received by the customer from the resale of the goods shall be held by the customer as trustee for WORK SAFEGEAR to the extent of the unpaid invoiced price of those goods and the proceeds of the sale shall be forwarded to WORK SAFEGEAR in full as soon as is reasonably practicable after receipt by the customer, and where the proceeds of sale are less than the amount owing by the customer to WORK SAFEGEAR, such proceeds shall be applied in practical satisfaction to the invoiced price or amount outstanding until all monies owing by the customer to the customer to WORK SAFEGEAR, such proceeds shall be applied in practical satisfaction to the invoiced price or amount outstanding until all monies owing to WORK SAFEGEAR for all goods and services supplied by WORK SAFEGEAR to the customer have been paid for in full by the customer to WORK SAFEGEAR.
- 9.2 Should the goods supplied by WORK SAFEGEAR to the customer and if such goods are lost or damaged after delivery and prior to payment, the customer hereby agrees to indemnify WORK SAFEGEAR for such loss and damage.
- 9.3 After the goods leave WORK SAFEGEAR's premises they shall be at the risk of the customer and any damage to the goods shall be at the expense of the customer.
- 9.4 If the customer defaults or otherwise fails to pay such amounts to WORK SAFEGEAR then WORK SAFEGEAR may (but without limiting any other rights or remedies available to WORK SAFEGEAR) believe from time to time the goods to be located.
- 9.5 WORK SAFEGEAR shall have the right to enter the customer's premises upon which the customer stores the goods or some of the goods are stored and to take the goods from the customer until the goods have been paid for. If WORK SAFEGEAR is unable to resell the goods at the same price or more as was invoiced to the customer by WORK SAFEGEAR then WORK SAFEGEAR shall be entitled to make claim or demand, if necessary, an action to recover any loss or damage sustained by WORK SAFEGEAR due to WORK SAFEGEAR not being able to obtain the invoiced price plus the added expenses incurred by WORK SAFEGEAR as a result of non payment by the customer.

10 CANCELLATION

To the full extent permitted by law, orders for goods specifically acquired by WORK SAFEGEAR for the customer without WORK SAFEGEAR's written consent shall not cancel the customer. The cancellation of any order shall be made on terms, which indemnify WORK SAFEGEAR against all loss.

11 CUSTOMERS SPECIAL REQUEST

Changes to the specifications at the customer's request either at the time of placing the order or thereafter will only be accepted at WORK SAFEGEAR's discretion. Such changes will only take effect when agreed in writing by WORK SAFEGEAR and which may result in a price increase.

12 WARRANTIES AND EXTENT OF LIABILITY

- 12.1 In the event WORK SAFEGEAR limits its liability for breach of condition or warranty to :
- 12.1.1 In the case of goods, any one (at WORK SAFEGEAR'S election) of the following:
- 12.1.1.1 The replacement of the goods or the supply of equivalent goods;
- 12.1.1.2 The repair of goods
- 12.1.1.3 The payment of the cost of replacing the goods of acquiring equivalent goods;
- 12.1.1.4 The payment of the cost of having the goods repaired; or
- 12.1.2 In the case of services either (at WORK SAFEGEAR'S election) of the following
- 12.1.2.1 The supplying of the service again; or
- 12.1.2.2 The payment of the cost of having the services supplied again.
- 12.2 The warranties set out in clause 12.2.1 shall be additional to any non-excludable warranties to which the customer may be entitled pursuant to any nature.
- 12.3 WORK SAFEGEAR will repair, or at its option replace or credit (as its discretion) those of the goods, which upon examination are found by WORK SAFEGEAR to be defective in workmanship and/ or materials.
- 12.3.1 The warranty does not apply if:-
- 12.3.1.1 The defect becomes apparent more than twelve (12) months after the date of invoice and three (3) months from the date of invoice in the case of services (including parts provided);
- 12.3.1.2 The goods have not been used or stored in accordance with instructions issued by WORK SAFEGEAR;
- 12.3.1.3 The defects in a manufactured component supplied by WORK SAFEGEAR by another;
- 12.3.1.4 The defective part is made of rubber, glass, synthetic or ceramic materials;

- 12.3.1.5 *The goods have been subject to any alteration or repair by any person other than authorised in writing by WORK SAFEGEAR. If the alteration or repair is unrelated to the defect then the warranty remains applicable;*
- 12.3.1.6 *The customer fails to notify WORK SAFEGEAR of his claim under this clause within fourteen (14) days of the defect becoming apparent and to return the goods to WORK SAFEGEAR on its request to do so;*
- 12.3.1.7 *The indicated shelf life of the goods has expired.*
- 12.4 *If the goods are required under warranty they will be returned to the purchaser or ultimate user, carriage paid.*
- 13 **REPAIRS AND PARTS**
WORK SAFEGEAR does not promise the ready availability of parts for such good as may be required to be repaired from time to time.
- 14 **GOVERNING LAW AND JURISDICTION**
These term and conditions and the contract governed thereby shall be governed by and construed in accordance with the laws from time to time, of the State of Western Australia which is where the head office of WORK SAFEGEAR is located.
- 15 **INDEMNITY**
To the full extent permitted by law the customer: -
- 15.1 *Agrees to indemnify and at all times hereafter to keep indemnified and hold WORK SAFEGEAR, its servants and agents and each of them harmless against all claims for loss or damage (whether as a result of negligence or otherwise) arising directly or indirectly out of the customer's use, possession, ownership or release to a third party or out of the use, possession or ownership by such third party of the goods or any part or parts thereof whether separately or in combination with any other equipment or material.*
- 15.2 *Agrees that the indemnity in Clause 15.1 shall survive the termination of this contract and shall extend to cover all alleged defaults or defects in the goods or part(s) thereof or instruction supplied for use in connection with the goods or out of any failure of the goods to perform a particular tasks or to achieve a particular tasks or to achieve a particular result or to comply with any particular specification.*
- 16 **FORCE MAJEURE**
To the full extent permitted by law the customer released WORK SAFEGEAR from all and any liability for and in relation to or occurring out of any failure or transaction in performance of its obligation hereunder due in part or in whole to any cause whatsoever beyond WORK SAFEGEAR'S reasonable control.
- 17 **IMPLIED CONDITIONS AND WARRANTIES**
All implied conditions and warranties (statutory or otherwise) are hereby expressly excluded from this Contract in so far as they are capable or being exuded by agreement.
- 18 **COLLATERAL WARRANTIES AND REPRESENTATIONS**
All prior statements and representations or collateral warranties that may have been given whether oral or in writing by WORK SAFEGEAR or its servants or agents prior to the delivery of the goods and/ or services are expressly excluded to the full extent allowed by law and accordingly WORK SAFEGEAR is released by the customer from any liability as a result of such statement or representation.
- 19 **FITNESS FOR PURPOSE**
The customer shall not rely upon WORK SAFEGEAR'S expertise or judgement as to fitness or suitability for use for which the customer may require the goods and service.
- 20 **WAIVER**
Failure by WORK SAFEGEAR to insist upon strict performance by the customer of any terms and conditions contained herein shall not be taken to be a waiver thereof or of any rights of WORK SAFEGEAR in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion and shall not discharge the customer from any of its obligations pursuant to these terms and conditions.
- 21 **LIENS**
In addition to any lien to which WORK SAFEGEAR may be entitled by statute or common law, WORK SAFEGEAR shall in the event of the customers insolvency, bankruptcy or winding up, be thereupon entitled to a general lien on all property whatsoever owned by the customer and in WORK SAFEGEAR's possession at the time, such item will cover the unpaid price of any goods and/ or services supplied by WORK SAFEGEAR to the customer.
- 22 **NOTICES**
All notices on Accounts shall be in writing and may be hand delivered or mailed addressed to the postal address of either WORK SAFEGEAR or the customer as notified to the other from time to time in writing. Any such Notice or Demand or account shall be deemed to have been received five (5) business days after dispatch if sent by mail on the next business day if delivered by hand or facsimile transmission.
- 23 **VOIDABILITY OF TERMS AND CONDITIONS**
The customer acknowledges that these terms and conditions are subject to any rights and obligations arising between the parties pursuant to any legislation or by implication of a law and specifically acknowledge that this contract is not intended and will not operate to override any rights and obligations created by the trade practises Act (1974) as amended to the extend that any term or condition of this contract is void, voidable or repugnant to the provisions of any other Act of the State of Western Australia or any other applicable legislation of the Commonwealth of Australia then this contract shall be read as if that term or condition were deleted and the balance of this contract shall be enforceable.

