

**AURORA PROCESS SOLUTIONS**  
**APPLICATION FOR CREDIT BY AN INDIVIDUAL, TRUST, COMPANY OR PARTNERSHIP**

**TERMS OF TRADE & CONDITIONS OF SALE (Australian Customers)**

Full Business Name: \_\_\_\_\_ (“the Customer”)  
Business Address: Postal: \_\_\_\_\_ Town: \_\_\_\_\_  
No. & Street: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_ BSB: \_\_\_\_\_ Account No: \_\_\_\_\_  
Accountant: \_\_\_\_\_ Ph. No: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Receive Invoices/Statements via email: YES / NO  
Accounts Payable Email: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Trading Commenced:        /        /        Number of Staff: \_\_\_\_\_ Expected Average Monthly Purchases: \$ \_\_\_\_\_  
ABN: \_\_\_\_\_ ACN: \_\_\_\_\_  
TYPE OF BUSINESS:  
 Limited Liability Company         Trust         Partnership         Sole Trader

**FULL DETAILS OF ALL DIRECTORS/PARTNERS/TRUSTEES/PROPRIETORS:**

1. Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Tel No: \_\_\_\_\_  
\_\_\_\_\_  
2. Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Tel No: \_\_\_\_\_  
\_\_\_\_\_  
3. Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Tel No: \_\_\_\_\_

**TRADE CREDIT REFERENCES:**

Name:	Town:	Telephone:
1. _____ / _____ / _____		
2. _____ / _____ / _____		
3. _____ / _____ / _____		

Has any person named in this application ever been declared a bankrupt or been the director of a failed company? YES / NO  
Has this business or any person named in this application ever been involved with a creditor pooling/repayment arrangement?  
If yes, please provide details. YES / NO

I/We the above named applicant and the above named Directors/Partners/Trustees or Proprietors hereby jointly and severally acknowledge and agree:

- That the above information is true and correct and that we are authorised to make this application for credit.
- I/We have read and understand the attached Terms and Conditions of Trade which form part of and are intended to be read in conjunction with this credit application.
- I/We jointly and severally agree to be bound by these terms and conditions and agree that if we are a Partner/Trustee/or Director of the applicant we shall be personally liable for the applicant’s obligations under this contract.
- I/We authorise the collection, retention, disclosure and use of my/our personal information as detailed in the Privacy clause of this agreement.

Signed by the applicant(s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

_____	_____	_____
Please print full name under	Please print full name under	Please print full name under

**AURORA PROCESS SOLUTIONS:  
GUARANTOR ACKNOWLEDGEMENT**

**Customer (name of legal entity):** \_\_\_\_\_ (“the Customer”)

I/we \_\_\_\_\_

\_\_\_\_\_  
(Full Name(s) of Guarantor(s)):

- (i) Authorise the Vendor to seek and obtain any information that you consider necessary to make an informed decision concerning my suitability for your approving this application.
- (ii) In the course of any such enquiries or investigations made by the Vendor to determine this suitability, I authorise any person or company to provide the Vendor with information concerning their experiences or knowledge of me and I further authorise your furnishing such information, details of this application and any subsequent dealings that I may have with you to any third party.
- (iii) Guarantee to the Vendor the payment by the Customer for all goods and/or services supplied from time to time by the Vendor to the Customer, together with all interest charges and recovery costs charged by the Vendor to the Customer.
- (iv) Acknowledge that this guarantee will be a continuing guarantee to the Vendor for all debts contracted by the Customer in respect of goods and services supplied to the Customer by the Vendor and the obligations under this guarantee shall not be affected by any of the following:
  - (A) Any indulgence or extension of time given to the Customer or any variation of the terms of supply between the Vendor and the Customer;
  - (B) The death or bankruptcy or winding up of the Customer or any of the Guarantors;
  - (C) The Customer’s liability under the contract for supply being or becoming invalid illegal or unenforceable through any act or omission or in terms of any legislation;
  - (D) The release or discharge of or any indulgence extended to any of the Guarantors by the Vendor.
- (v) In the event of there being more than one Guarantor, then the obligations of the Guarantors shall be joint and several and the liability of the parties executing the guarantees shall not be affected by the refusal or failure of any of the intended Guarantors to sign the guarantee.
- (vi) Although as between the Customer and the Guarantor, the Guarantor may be surety only, as between the Guarantor and the Vendor, the Guarantor will be deemed to be a principal debtor and shall not be released by any matter or thing which would otherwise release a surety.

\_\_\_\_\_  
Signature of Guarantor

Signature of Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

Name of Witness:  
Occupation of Witness:  
Address of Witness:

\_\_\_\_\_  
Signature of Guarantor

**Dated:** 20\_\_

## AURORA PROCESS SOLUTIONS: TERMS AND CONDITIONS

(Australian-based Customers)

### 1.0 Definitions in, and application of, these terms and conditions

- 1.1. "Goods" means goods and services provided by the Vendor to the Customer, including the proceeds of any goods.
- 1.2. "Vendor" is Galaxy Equipment Ltd and Aurora Process Equipment Ltd trading as "Aurora Process Solutions" and its employees, officers, contractors, and agents.
- 1.3. "Customer" is the other party dealing with the Vendor in the context of a supply, and its employees, officers, contractors and agents.
- 1.4. "Guarantor" is person or persons specified in the attached Guarantor Acknowledgment form.

### 2.0 Applicability of Terms

- 2.1. Any supply by the Vendor to a Customer is subject to these terms and conditions, and any party requesting an account with the Vendor, or requesting a quotation, or placing an order, is subject to the application of these terms and conditions.
- 2.2. No addition or variation to these terms and conditions, nor the waiver of any of them, shall be recognised by the Vendor unless formally agreed to in writing by both parties, and any such addition, variation, or waiver shall apply only to the particular supply as to which it is noted.

### 3.0 Acceptance of Terms

- 3.1. By requesting an account or placing an order the Customer consents to the Vendor acquiring information relating to the Customer from any other party from time to time; and to the Vendor providing credit information relating to the Customer to any party who can produce evidence from time to time of the Customer's authority to make such a request; and to the Vendor cancelling the account facility at any time for any reason whatsoever.

### 4.0 Quotations

- 4.1. Only signed quotations on the Vendor's official documentation (hard copy or electronic) and in the appropriate format will be recognised by the Vendor. Any quotation may be withdrawn at any time prior to acceptance. Every quotation will remain valid for a period of 21 days from the date thereof unless specifically stated otherwise in writing. Additions to these terms may be included in a quotation. Variations must be in writing and marked as such or these conditions will prevail. If there is any conflict between these terms and any additional terms not marked as variations, or any ambiguity, then these terms will prevail.
- 4.2. Prices quoted are based on the current cost to the Vendor at the date of quotation for the procurement, manufacture and delivery of the goods and their components. Prices charged to the Customer are subject to variation from quoted prices to the extent that any of the Vendor's costs of fulfilling the supply (which costs are outside the control of the Vendor) are varied; except where the supply is specifically agreed in writing between the parties to be a fixed-price contract. Prices quoted are excluding GST. Amounts charged on invoices shall include GST and/or any other compulsory statutory impost.
- 4.3. Payment of invoices (less any deposits paid) shall be made in full by the 20th of the month following supply unless other arrangements are made in writing between the parties prior to supply. Supply shall be subject to the payment of such deposits as are arranged between the parties at the time of ordering. In the event of any amount not being paid by the due date, the Customer will pay the Vendor all costs associated with collection of the debt including legal costs and interest at 2% per calendar month on the balance outstanding at the commencement of every month.
- 4.4. The description of the goods in the quotation and/or accompanying material (including graphic illustrations, photographs, or drawings) shall be regarded as a general identification or generic description, and it shall not be a condition of the contract that the goods delivered exactly correspond with those descriptions given, provided that the goods supplied are essentially the same as those previously described in so far as they perform the same functions in the same manner and have the same overall characteristics and capacity. Any dimensions or other specifications critical to the supply shall be so marked on hard-copy or electronic graphic representations or engineering drawings provided by the Customer or otherwise provided and approved by the Customer.

### 5.0 Delivery and Acceptance

- 5.1. Delivery shall be made to the address specified by the Customer. The Customer shall accept the goods on or before the date specified for delivery by the Vendor. If the Vendor is unable to complete delivery on the date specified by the Vendor, the Vendor shall so advise the Customer

and the Customer shall accept delivery on such later date as the Vendor can accomplish. If the Customer does not accept delivery when the Vendor arranges for delivery to be made, or if the Customer requests a deferment of delivery, then the Customer shall pay for the storage of the goods and any extra costs incurred in later delivery; and notwithstanding the delay in delivery the due date for payment shall remain the same as if delivery had been made on the appointed day. The Vendor may make partial delivery or delivery in multiple batches. If the delivery date is of the essence in the contract, then the Customer shall so advise the Vendor in writing at the time of placing the order.

### 6.0 Retention of Title & Security Interest

- 6.1. In consideration for the Vendor supplying goods to the Customer, the Customer agrees the provisions of the Personal Property Security Act 2009 (PPSA) will apply unless otherwise stated in these terms and conditions; and
- 6.2. that ownership of the Goods shall not pass until the Customer has paid the Vendor all amounts owing for all Goods; and
- 6.3. the Customer and/or Guarantor (if any) as Grantors grant the Vendor or their nominee a Purchase Money Security Interest (PMSI) for the purpose of perfection of a security interest and that the PMSI attaches to all Goods now or in the future supplied to the Customer by the Vendor. The Vendor's invoice(s) to the Customer detailing the Goods will suffice as inventory for the registration; and
- 6.4. the Vendor reserves the right to register a financial statement or a financial charge statement under the PPSA in respect of the Goods; and
- 6.5. the Customer hereby waives its right to receive a copy of any financing statement, finance charge statement or verification statement that is or may be registered, issued or received at any time; and
- 6.6. the Customer hereby waives its rights under the following sections of the PPSA section 95, 123, 129, 130, 132, 134(2), 135 and 142.
- 6.7. the Customer shall not grant in any way a security interest over the Goods and/or include the Goods as a circulating asset while they remain the property of the Vendor; and
- 6.8. where practicable the Goods shall be kept separate and identifiable until the Vendor shall have received payment and all other obligations of the Customer are met; and
- 6.9. until such time as ownership of the Goods shall pass from the Vendor to the Customer the Vendor may give notice in writing to the Customer to the Goods or any of them to the Vendor. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- 6.10. if the Customer fails to return the Goods to the Vendor then the Vendor or its agent may enter into land and premises owned, occupied or used by the Customer; or any premises as the invitee of the Customer where the Goods are situated and take possession of the Goods; and
- 6.11. the Customer shall not change the Goods in any way, while they remain the property of the Vendor; and
- 6.12. until such time that ownership in the Goods passes to the Customer, should the Goods be converted into other products, the parties agree that the Vendor becomes the owner of the converted products and/or that the Vendor retains an interest in accession in commingled goods; and
- 6.13. the Customer is only Bailee of the Goods until such time as the Vendor has received payment in full for the Goods, the Customer has a fiduciary duty to the Vendor.
- 6.14. The Vendor can issue proceedings to recover the price of Goods notwithstanding that ownership of the Goods may not have passed to the Customer; and
- 6.15. the Customer indemnifies the Vendor against any disbursements, liability, loss, claim or costs for damages or otherwise arising out of this retention of title and/or registered security interest under the PPSA.

### 7.0 Service of Documents

- 7.1. The address for service on the Customer and/or the Guarantor for all legal documentation including originating Court process shall be the trading address for the Customer and the private address for the Guarantor as provided on this application. Any change of the service address must be in writing from the Customer and acknowledged in writing by the Vendor. Service is deemed sufficiently served if posted by ordinary pre-paid envelope addressed to the Customer and/or Guarantor.

8.0	<b>Risk and Damage</b>		other persons whomsoever in respect of any loss, damage, or injury arising from any defect or non-compliance of the goods supplied by the Vendor to the Customer.
8.1.	The risk of any loss or damage to or deterioration of the goods due to any cause whatsoever shall be borne by the Customer from the time when the goods are delivered as defined in clause 5.0 hereof, provided that if the goods remain on the Vendor's premises or with a carrier due to the Customer's failure to accept delivery of the goods, or at the request of the Customer, then all risk shall be borne by the Customer from the date of the Customer's failure to accept delivery or request as the case may be.	10.6	Non-Conforming Goods:  The right to reject non-conforming goods shall be limited so as to be effective only if rejection is notified in writing to the Vendor within "The Advisory Period" and the goods are returned to the Vendor's premises at the Customer's expense. No claim for damages or otherwise in respect of defects or non-conformity of the goods or otherwise shall be effective or enforceable unless written notice thereof is given to the Vendor within the "The Advisory Period". "The Advisory Period" shall be 21 days from the date of delivery, or the date of discovery of the defect or non-conformity, whichever is the later.
9.0	<b>Intellectual Property</b>		
9.1.	The Customer acknowledges that the Vendor (and the Vendor's nominees) solely and exclusively own all intellectual property in relation to the Goods, including any know-how, designs or works that enhance or modify the Goods in any way, and including all copyrights, patents, trade secrets, trademarks and other proprietary rights attaching to the Goods or Services. The Customer:	10.7	Exclusions:  All warranties, descriptions, representations, and claims as to fitness or suitability or otherwise; whether express, implied by law, trade, or custom, are expressly excluded. No agent or representative of the Vendor is authorised to make any representation, statement, warranty, conditions, or agreements not expressly set forth in the quotation, and the Vendor is not in any way bound by any such unauthorised statements, nor can any such statement be deemed to be or form part of a contract with the Vendor collateral to the main contract.
9.1.1	will sign any documentation considered reasonably necessary by the Vendor to perfect the Vendor's ownership of its intellectual property;		
9.1.2	will co-operate fully and as the Vendor may require in obtaining, defending or enforcing its intellectual property;		
9.1.3	will not dispute the Vendor's ownership of the designs or the intellectual property;	11.0	<b>Legal Status of Customer</b>
9.1.4	will not hold itself out as the owner of any of the Vendor's intellectual property in the Goods; and	11.1.	It is intended by these terms of trade that the Customer is a legal entity. If that legal entity does not exist, any person signing this document will be personally liable (and if more than one jointly and severally) to the Vendor for all obligations and amounts payable from time to time to the Vendor. If that legal entity does exist then the signatory warrants that it has the power and authority to bind that entity.
9.1.5	will not market, sell, lease, loan or otherwise distribute, transfer, assign, duplicate, display or disclose the Vendor's intellectual property in the Goods.		
10.0	<b>Liability:</b>		
10.1	Consumer Guarantees:  If the Customer is acquiring or holding itself out as acquiring the Goods and Services for a business purpose, the statutory consumer protection provisions will not apply to the fullest extent permitted by law.	12.0	<b>Jurisdiction</b>
10.2	Suitability and Fitness for Purpose:  The Vendor accepts no liability for any claim relating to the suitability or fitness of the goods supplied for the Customer's purpose. Any representations made by the Vendor are suggestions only, and the Customer relies solely on the Customer's own judgment as to the suitability of the goods and/or fitness for the Customer's purpose; whether or not information has been requested by the Vendor and/or supplied by the Customer as to the specifications or characteristics of the process to which the goods are intended to be applied; and whether or not the technical requirements of the Customer have been conveyed to the Vendor; and whether or not the Customer has provided samples of product for testing and/or evaluation.	12.1.	Any contract based on these terms and conditions shall be interpreted and administered in accordance with Australian laws, regulations, statutory and industry standards, and accepted Australian customary industry practice.
10.3	Late Delivery:  The Vendor accepts no liability for any direct or consequential loss or expense suffered by the Customer because of late delivery which is due to any matters outside the control of the Vendor including failure of the Vendor's suppliers to deliver components; any sort of labour disruption; shipping, freight, transport, Customs, wharf, stevedoring, delays; war, civil disturbance, fire, or natural disasters; theft, sabotage, arson, malicious damage or interference; or any other such thing.	12.2.	The parties agree to submit to the non-exclusive jurisdiction of the Australian courts.
10.4	Variation from Specification or Design:  The Customer shall not be entitled to return goods or refuse delivery or make any claim for any variation from specifications or standards which are within commonly accepted industry tolerances.	13.0	<b>Compliance</b>
10.5	Consequential Claims:  The liability of the Vendor whether in Contract or in Tort for any direct or consequential loss, damage, or injury arising directly or indirectly from any defect or non-compliance of the goods supplied is limited to replacement or repair of goods, or damages not exceeding the invoice value of such defective or non-complying goods at the option of the Vendor. The Customer shall indemnify the Vendor against any claims by the Customer's servants, agents, customers, or any	13.1	The Customer shall be solely responsible for obtaining necessary permits under and for compliance with all legislation, regulations, bylaws or rules having the force of law in connection with the installation and operation of the Goods.
		14.0	<b>No Waiver</b>
		14.1	Failure by the Vendor to enforce any of the terms and conditions contained in these Terms and Conditions of Trade shall not be deemed to be a waiver of any of the rights or obligations the Vendor has under these Terms and Conditions of Trade.
		15.0	<b>Privacy Act</b>
		15.1	The Customer and/or Guarantor hereby authorise the Vendor and/or their nominee to make any inquiries, receive and retain any information, for which authorisation is required under the Privacy Act 1988; and it is agreed that
		15.2	the Customer and/ or Guarantor agree to the exchange of information between the Vendor and any credit reporting agencies, references, statutory bodies, collection agents, consumers, other credit providers or customers named in a consumer credit report for the following purpose: <ul style="list-style-type: none"> <li>• establishing an account between parties</li> <li>• assessing the credit worthiness of the Customer and/or Guarantor</li> <li>• exchange information as to the status of the account/s</li> <li>• notify others as to any defaults; and</li> </ul>
		15.3	the Customer and/or Guarantor agree to the retention and use of the information for verifying, checking and analysing the Customer's credit, payments and status of the accounts; and
		15.4	the Customer and/or Guarantor agree the Vendor is permitted to give a credit report, receive and provide information that includes defaults and status of the account/s to any credit reporting agencies, references, statutory bodies, collection agents, consumers or other credit providers; and

15.5 the Customer and/or Guarantor agree to irrevocably nominate constitute and appoint the Vendor or the Vendor's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

**16.0 Miscellaneous**

16.1 These terms and any terms set out by the Vendor will be included as terms in any contract resulting between the parties and in the case of any conflict arising between these terms or the terms of the Customer's order then these terms and conditions will prevail.

16.2 The placing of an order by the Customer with the Vendor will be deemed to be acceptance of these terms of trade.

16.3 The Vendor reserves the right to withdraw at any time any credit that has been given. If the Vendor withdraws any credit that has been given the Vendor may suspend performance of its obligations until it has received payment in advance of any quoted work or subsequent orders.

16.4 Any disputes arising out of any order placed will first be attempted to be resolved by the parties through good faith negotiations and, if necessary, mediation in accordance with the protocols of the Arbitrators and Mediators Institute of New Zealand before any court proceedings are served.

16.5 If any part of these terms of trade is deemed to be void, illegal, or unenforceable, that part will be severed, and will not affect the validity of the rest of the terms of trade.

16.6 Force Majeure. Neither the Vendor nor the Customer will be liable to the other for any breach of this Agreement by any extraordinary occurrences which are beyond the reasonable control of the party in question.

**17.0 Cancellation and/or variation of Orders:**

17.1 Either party may cancel or amend an order at any time after the quotation has been accepted, only with the consent in writing of the other party.

17.2 Whether or not the Vendor is able to cancel or change the Vendor's own supply contracts and arrangements, consent may be conditional on payment by the Customer of liquidated damages covering all costs incurred, and deposits may not be refundable.