



**R&R Dawood Trading Pty Ltd T/A
 OzWashroom ABN 70125374736
 5 Enterprise Crt, Mulgrave, Vic 3170
 Phone 1300 652 715
 Email: info@ozwashroom.com.au**

APPLICATION FOR CREDIT FACILITIES

REGISTERED NAME AND ADDRESS OF APPLICANT/COMPANY

_____ P/CODE _____ ABN _____

NATURE OF BUSINESS _____ T/PHONE _____

EMAIL ADDRESS _____

PREMISES OWNED OR RENTED _____

IF RENTED, LANDLORD'S NAME _____

ADDRESS _____

NATURE OF GOODS REQUIRED OR WORK TO BE PERFORMED.

THREE CURRENT TRADE REFERENCES

<u>COMPANY</u>	<u>ADDRESS</u>	<u>PHONE OR FAX NO.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTACT PERSON FOR A/C _____ T/PHONE _____

I/WE _____ being the said applicant/s hereby guarantee all future debts incurred by me/us to R&R Dawood Trading Pty Ltd T/A Ozwashroom and in the event of default undertake to make full and immediate payment. I/We further undertake to pay default interest at 12.5% per annum on all overdue amounts, and to pay all debt collection expenses incurred resulting from my/our default.
 From time to time we may pass on information regarding your account to authorised financiers.

SIGNED WITNESS

FULL NAME.....ADDRESS

POSITIONDATE

.....

OFFICE USE ONLY

REFERENCES CHECKED _____ APPLN OK/REJECTED _____

FACILITY ADVISED BY _____ DATE _____

OZWASHROOM Terms & Conditions

This writing comprise of an offer or counter-offer by OzWashroom to sell products described herein in accordance with these terms and conditions, is not an acceptance of any offer made by buyer, and is expressly conditioned upon assent to these terms and conditions. OzWashroom reserves the right, at any time, to modify, alter, or update these Terms of Use. By accepting our terms of use, you agree to be bound by such modifications, alterations, or updates. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing. No order may be cancelled or altered by buyer expect upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent. In the event of such an approved cancellation by buyer, Seller shall be entitled to payment of the full price, less the amount of any expense saved by Seller by reason of the cancellation.

➤ Order Acceptance

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell OzWashroom reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of any order. Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered, and OzWashroom reserves the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted and payment has been made).

➤ Prices and Payment

All prices are subject to change upon notice; and the price of the products on order but unshipped will be adjusted to the price in effect at the time of shipment. Payment is due upon buyer's receipt of Seller's invoice, unless Seller requires payment in advance. Interest will be charged at 18% per year (but not more than the highest interest rate permitted by applicable law) on accounts more than 30 days past due.

➤ Taxes and Other Charges

Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and buyer (collectively, "taxes and other charges") shall be paid by buyer in addition to prices quoted. In the event Seller is required to pay any such taxes and other charges, buyer shall reimburse Seller therefore.

➤ Shipping & Handling

We offer free delivery for orders over \$99 to most of our products anywhere in Australia. Delivery charge applies to regional areas and West Australia & Northern Territory for some of our products such as paper products and liquid soap at the rate of \$1.49 per kilogram. All orders less than \$99 attract a handling fee Depending on location. We use Australia Post eParcel with tracking Service.

Estimated time of delivery is 2-5 working days to major centres and longer for regional and remote areas. Express Post for next working day delivery to most areas within Express Post network, the cost is based on the location, cut off time 1:30PM EST for next day delivery.

All delivery dates are approximate. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, any act of God, act of buyer, embargo, or other governmental act, regulation, or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labour, materials, or manufacturing facilities. In event of such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for the Seller's inability to deliver for any reason shall be annulment of this agreement.

Delivery of products to a carrier at Seller's plant or other loading point shall constitute delivery to buyer; and regardless of shipping terms or freight payment, buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in instalments, unless otherwise expressly stipulated herein; all such instalments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any instalment shall not relieve the buyer of its obligations to accept remaining deliveries

Buyer must make claims for shortages or other errors in delivery in writing to Seller within 10 calendar days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

If the products are not shipped within 15 days after notification to buyer that they are ready for shipping, for any reason beyond Seller's reasonable control, including buyer's failure to give shipping instructions, buyer shall pay Seller a fee equal to 10% per annum on the invoice price of the products, as compensation for handling, transportation and storage costs associated with such a delay.

➤ Changes

Seller may at any time make such changes in design and construction of products, as Seller deems appropriate, without notice to buyer. Seller may furnish suitable substitutes for material unobtainable because of priorities or regulations established by governmental authority or non availability of materials from suppliers.

➤ **Warranties**

Each new OzWashroom item purchased is free from defects in materials and workmanship under normal use and service upon the following terms and conditions:

1. This warranty is limited to replacing or repairing, at our option, Buyer is liable for the postage to return faulty product to us, OzWashroom is liable for sending replacement or repaired item back to the buyer.
2. The period during which OzWashroom units are warranted is as follows, measured from the date of our invoices:
 - Hand Dryer -
3. This warranty does not cover installation labour charges and does not apply to any units which have been damaged by accident, abuse, improper installation, Improper Maintenance, or altered in any way
4. For Return and Exchange Purposes products must be returned in its original condition with all accessories included in their original packing materials, including cartons and boxes within 14 days of purchase date. Shipping and handling cost is not refundable. In certain cases such as customer damage of our product, we reserve the right to refuse return, refund, or exchange of any items.
5. The replacement or repair of defective OzWashroom units as stated in this warranty shall constitute the sole remedy of the purchaser and the sole liability of OzWashroom under this warranty. OzWashroom shall not under any circumstances be liable for incidental, consequential or indirect damages caused by defects in OzWashroom units or any delay in the repair or replacement thereof.
6. The options for extended warranty are: 3 years which is two additional years of warranty added to the original one year warranty for the cost of \$29.95 and 5 years extended warranty which is additional 4 years to the original one year warranty for the cost of \$49.95. The extended warranty covers all labour and parts for our hand dryers. All Faulty hand dryers under extended Warranty Should Be Posted to Our Postal Address for Repairs. Our Warranty DOES NOT cover the removal or refit of the hand dryers. Buyer is liable for the postage to return faulty product to us, OzWashroom is liable for sending replacement or repaired item back to the buyer. Our warranty does not cover customer, intentional or accidental damages. Some of our hand dryers have the options of 2 and 3 years extended warranty only, for the cost of \$24.95 and \$34.95 respectively.

➤ **Patents, Trademarks and Copyrights.**

Seller will, at its own expense, defend any suits that may be instituted by anyone against buyer for alleged infringement of any patent, trademark or copyright relating to any products sold by Seller hereunder, provided buyer shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon buyer and permit Seller through counsel, either in the name of buyer or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so.

Notwithstanding the foregoing, Seller shall not be responsible for any comprised or settlement made without its written consent. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for consequential damages attributable to an infringement.

➤ **Consequential Damages and Other Liability; Indemnity**

Except as otherwise agreed in writing, Seller's liability with respect to the products sold hereunder shall be limited to the warranty provided hereof, and, with respect to other performance of any contract with buyer, shall be limited to the contract price. Seller shall not be subject to any other obligation or liabilities, whether arising out of breach of warranty, contract, tort (including negligence and strict liability) or other theories of law, with respect to products sold by seller, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, cost of capital, cost of substitute products, or any third party for any such damages. Seller shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

- These terms and conditions shall constitute the entire agreement between seller and buyer,

AND SHALL BE GOVERNED BY AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF VICTORIA, AUSTRALIA (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THERE ARE NO CONDITIONS AFFECTING THIS AGREEMENT, WHICH ARE NOT EXPRESSED HEREIN. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.