



### ECO Environmental Holdings Pty Ltd - Credit Application

Trading Name: .....

State: NSW VIC WA QLD NT TAS SA

Registered Name (if different to above): .....

#### Details of Trade References

1. Name: .....

Address: .....

Telephone: .....

Fax: .....

Current Limit: .....

1. Name: .....

Address: .....

Telephone: .....

Fax: .....

Current Limit: .....

2. Name: .....

Address: .....

Telephone: .....

Fax: .....

Website: .....

A.B.N: .....

Invoice Address: .....

Delivery Address: .....

Telephone: .....

Fax: : .....

Please Circle: Pty Ltd / Partnership / Sole Trader

Previous Business Name: (if changed in the last two years) ..

#### Directors Details/Authorised Signatory

Name: .....

Residential Address: .....

Telephone: .....

#### Accounts Payable Details

Name: .....

Telephone: .....

Fax: .....

Email: .....

#### Directors and/or Personal Guarantee

I/we certify that we have read the documents below and understand they are the basis of the trading relationship with ECO Environmental Holdings Pty Ltd:

- ECO Environmental Holdings Pty Ltd Terms and Conditions of Hire (Please initial & return copies)
- ECO Environmental Holdings Pty Ltd Terms and Conditions of Sale (Please initial & return copies)

Full Name: .....

Full Name: .....

Signature: .....

Signature: .....

Date: .....

Date: .....

## ECO Environmental Holdings Pty Ltd Business Details:

Legal Entity: ECO Environmental Holdings Pty Ltd

ABN: 96 624 453 998

### Bank Details:

Institution: Commonwealth Bank

Account Name: ECO Environmental Holdings Pty Ltd

BSB Number: 066 118

Account Number: 1041 5315

## Hire Terms & Conditions

'ECO' means ECO Environmental Holdings Pty Ltd, the owner of the hired goods.

'Customer' means the individual or organization hiring the equipment.

'Equipment' means the goods as described in the Order Confirmation/Tax Invoice issued by ECO.

The Hire Terms and Conditions are additional to the standard ECO Sales Terms and Conditions.

### 1. Hire Period

The hire period commences on the date outlined on the Order Confirmation raised by ECO for the hire transaction. The hire period is terminated when the equipment is received in its entirety by ECO, in an operational and clean condition from the customer.

### 2. Hire Rate

The hire rate is the cost of hire per unit detailed on the Order Confirmation/Tax Invoice, calculated at a daily / weekly / monthly charge.

### 3. Fees and Charges

ECO will charge a Fast Track Fee for all rental bookings where the equipment is required (either to collect from ECO office or to be delivered by ECO) within a 4-hour timeframe delivered.

For all rental bookings that involve equipment used for dust, noise, vibration or weather monitoring, a Mobilisation Fee will apply to setup the equipment to customers requirements.

### 4. Late Returns

Where equipment is returned outside of the nominated hire period, the extended period will be charged at the daily hire rate until the equipment is received in its entirety by ECO, in an operational and clean condition from the customer.

### 5. Damage Charges/Missing Equipment

If ECO determines the equipment to have been lost or damaged during the hire period or during transit, the customer agrees to replace the lost or damaged equipment, at full replacement cost, regardless of the equipment age. An invoice for the lost or damaged equipment will be issued to the customer by ECO, and shall be paid by the customer within 7 days of the invoice date - even where this period is outside the normal 30 day trading terms.

### 6. Delivery and Return of Hire Equipment

Where requested, ECO will arrange the delivery of hire equipment according to the customers instructions, at the customers risk and at the customers expense. This includes damage to, or loss of, hire equipment during transit.

### 7. Customers Covenants

The customer agrees with ECO that:

- a. The equipment shall remain the property of ECO unless otherwise agreed.
- b. The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c. The customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or allow any other person/persons do so.
- d. The customer shall notify ECO immediately if any judgment or order is levied against the customer or the property of the customer or if a petition is presented for the liquidation of the customer or a receiver is appointed or a scheme or arrangement is proposed.
- e. The customer shall permit ECO or its agents or servants to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs to that equipment.
- f. The customer requires and will use the equipment for business purposes only.
- g. The customer accepts full responsibility to guard the equipment against and be solely responsible for the theft, damage or negligence until it has been returned to ECO. In respect of theft, damage, or loss of equipment, the customer agrees to replace the equipment at full replacement value as notified by ECO.
- h. The customer shall obtain adequate public liability insurance to cover both ECO and the customer against possible equipment malfunction or failure during hire period.
- i. ECO shall be indemnified for any loss or damage arising out of the use of the goods and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.

- j. The customer shall immediately notify ECO in the event of the breakdown of the goods and shall not cause any repairs or other such work to be done on the goods without the consent of ECO.
- k. The customer shall be solely responsible for any loss or damage arising out of the goods and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorized acts of agents of the hirer or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.
- l. The customer is responsible for establishing competency of personnel operating or interpreting readings from the equipment
- m. Calibration/accuracy checks are performed on all hire equipment and applicable calibration information is provided by ECO. The purpose of such calibrations is to test equipment functionality only. Where possible, the manufacturers recommended standard of calibration is performed as outlined in the equipment operational manual. Calibration to any Australian and/or international standard is not performed by ECO. It is the responsibility of the customer to ensure appropriate calibration before and during use. In no event will ECO be held responsible for the validity of the instrument readings.

#### **8. Warranty**

ECO warrants that each item of equipment hired is fit for the purpose for which it was designed. The customer acknowledges that it has not relied upon any statement by ECO in respect of the customer's purpose for the utilization of the equipment and that ECO is not responsible or liable for the failure of the equipment to perform for the purposes required by the customer, nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

#### **9. Early Cessation**

Notwithstanding the hire period, ECO expressly reserves the right to early cessation which may be exercised on demand and at the absolute discretion of ECO. In the event that ECO so demands the customer shall immediately return the equipment to ECO. The applicable hire rate shall be adjusted and payable on a pro rata basis.

#### **10. Sundry**

The above conditions constitute the entire agreement between ECO and the customer with respect to the equipment and shall not be amended except in writing signed by both parties and the customer acknowledges and agrees that all other warranties, or the suitability of the equipment for any particular use or purpose whether implied or statutory, are hereby excluded.

## Sales Terms and Conditions

1. ECO Environmental Holdings Pty Ltd is known as "ECO" in these Standard Terms and Conditions of Sale.
2. Payment terms are strictly 30 days from the date of invoice.
3. Credit limits granted may not be exceeded without the prior written consent by ECO.
4. Goods returned will only be credited in full to the customer's account if returned within seven (7) days from the date of shipment, if returned in the same condition as delivered by ECO to the customer, and where the goods have been received by ECO. All returned goods will incur a 25% handling fee or an equivalent fee imposed on ECO by its suppliers.
5. The customer acknowledges that should any amount not be paid on the due date, or payment by any cheque is dishonored, the entire outstanding balance shall immediately become due and payable without any notice whatsoever. The customer agrees that a service fee of 10% per day on overdue balances may be charged to the customer's account at the discretion of ECO.
6. In the event of ECO instructing its solicitors or other agencies to collect an overdue amount, all legal fees and collection charges between such solicitors, Agencies, the Customer and ECO shall be borne by the customer and all payments shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
7. The customer hereby consents to the jurisdiction of the Laws of Western Australia for all actions which may be instituted against it for the recovery of any amounts owing to ECO.
8. The signatories hereby binds himself/themselves jointly and severally as surely and co-principle debtor/s with the customer in favour of ECO, its order or assigns, for payment of any amount which is due or is owing by the Customer to ECO.
9. Goods supplied by ECO to the customer will be at the Customers risk upon leaving ECO – even where delivery by courier is arranged by ECO on the Customers behalf. The Customer must insure against such risks as it reasonably sees fit.
10. Ownership of the goods supplied by ECO will not pass to the Customer and will remain with ECO until such time as all debt owing on the goods to ECO have been paid in full.
11. Until such time as all goods have been paid in full, and any other monies due to ECO have been paid in full, ECO authorises the Customer to sell the goods as fiduciary agent for the company in the ordinary course of its business. The Customer must not represent to any third party that is acting for ECO, and ECO will not be bound by any contracts with third parties to which the Customer is party. The Customer in holding the goods will act as fiduciary agent and bailee for ECO. The proceeds of sale of the goods by the Customer must be paid into a separate account and held in trust for the company. The customer must forthwith make payment to the company from the account of all amounts, which may be owing to ECO from the Customer from time to time.
12. The customer irrevocably agrees and undertakes that ECO (its servants and agents) will have the right forthwith (and without prejudice to any other rights ECO may have pursuant to these Standard Terms and Conditions or at law or in equity) and without notice or demand to immediately enter the Customer's premises and retake possession and remove all goods in possession of the customer or wherever situated.
13. Notwithstanding the provisions of clauses 9 and 12 above, the risk to any loss or damage to or any deterioration in product from whatever cause shall pass to the customer at the time of delivery.
14. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect unless in writing and signed by both ECO and the Customer. No representations have been made by ECO or in its behalf which have induced the customer to enter into this agreement.

15. No relaxation or indulgence granted by ECO to the customer shall be deemed as a waiver of any rights by ECO in terms of this agreement and relaxation or indulgence shall not be deemed a variation of any terms and conditions of this agreement.
16. ECO shall not be responsible for any loss or damage to the property or any person or an third party as a result of any defect in the product whether patent or latent and the customer indemnifies ECO against any claims made against it by any third party arising out of any such defect.
17. The standard terms and conditions may be updated/revised from time to time at the discretion of ECO. The latest version of the terms and conditions replace any previous terms and conditions, signed or unsigned.