



**Hansen (Aust) Pty Ltd**

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Sydney NSW 2000

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Postal: 36 Butler Way, Tullamarine, VIC 3034

Website: [www.hansenproducts.com.au](http://www.hansenproducts.com.au)

## **Confidential Application to Open Credit Account or Alter Existing Account**

### **Applicant Details**

Trading Name: \_\_\_\_\_

Registered Company Name (If different from above): \_\_\_\_\_

Retailer (with physical store) ☐ Manufacturer ☐ Other ☐ \_\_\_\_\_

ABN Number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery/Physical Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time business has been operating: \_\_\_\_\_

Geographic Area Covered: \_\_\_\_\_

Expected Spend per Month: \_\_\_\_\_ Expected Spend per Year: \_\_\_\_\_

### **Specify Product Category of Interest:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> BSP (Threaded)        | <input type="checkbox"/> Foot/Check Valves | <input type="checkbox"/> Poly (LD) Fittings |
| <input type="checkbox"/> Metric Compression    | <input type="checkbox"/> Trough Valves     |   |
| <input type="checkbox"/> Rural Fittings        | <input type="checkbox"/> Irrigation        | <b>OR</b>                                   |
| <input type="checkbox"/> Ball Valves           | <input type="checkbox"/> Irripod           |   |
| <input type="checkbox"/> Tank Fittings/Outlets | <input type="checkbox"/> Unions            | <input type="checkbox"/> All of the Above   |

Who do you currently purchase these products from? \_\_\_\_\_

## Accounts Payable

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Trade References (Three required not including Banks, Power & Phone Companies)

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

*Hansen may conduct a commercial credit check on the Applicant for the purposes of assessing the Applicants creditworthiness.*

## Terms and Conditions of Sale & Hansen Warranty Attached

*The undersigned acknowledges receipt of the Hansen Products Terms and Conditions of Sale and Hansen Products Warranty and agrees to abide by them. The undersigned agrees that the Hansen Products Terms and Conditions of Sale and the Hansen Products Warranty shall form the basis of any purchase of goods by the undersigned from Hansen.*

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Terms and Conditions of Sale

### 1. General

- 1.1. The following documents will form the agreement between Hansen Products (Aust) Pty Ltd ("Supplier") and a merchant buyer ("Buyer") of Hansen's products ("Goods"):
  - (a) any quotation or purchase order in the form supplied by the Supplier;
  - (b) the trading agreement entered into between the Supplier and the Buyer; and
  - (c) these Terms.
- 1.2. In the event of a conflict between the documents constituting the agreement, unless otherwise agreed, the documents will rank in order of precedence in accordance with the order in which they are set out in clause 1.1
- 1.3. All quotations are expressly subject to these Terms. The Buyer's acceptance of the Supplier's quotation shall constitute the Buyer's acceptance of these Terms.
- 1.4. The Buyer's receipt of Goods shall constitute its acceptance of these Terms.
- 1.5. If any provision of these Terms shall be invalid, void, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 1.6. The Supplier reserves the right to change these Terms at any time on 30 days written notice to the Buyer. Any changes shall not apply to pending confirmed orders.

### 2. Quotations

- 2.1. Any quotation given by the Supplier shall remain valid for 30 days from the date of the quotation.
- 2.2. The price of the Goods shall be as stated in any current quotation given by the Supplier. However, the Supplier may change the price due to variations, extras or deletions requested by the Buyer. The Supplier may also change the price on 30 days written notice to the Buyer where the Supplier determines that there has been
  - (a) increases in the Supplier's input costs, including for materials, production or delivery, or
  - (b) increases in applicable taxes.
- 1.1. Unless otherwise specified in this document, the prices do not include, and the Buyer is responsible for:
  - (a) all applicable sales tax in the country in which the Buyer is a resident (**Buyer's Location**); and
  - (b) any customer, import or other duties charged in respect of the sale and importation of the Goods into the Buyer's Location or where the Goods are delivered.

### 2. Prices

- 2.1. Unless otherwise agreed, the prices of the Goods are as stated in the Supplier's current Merchant Price Book. It is the Buyer's responsibility to keep current its copy of the Merchant Price Book by noting price changes notified to it by the Supplier, or substituting pages, where necessary. Any recommended retail pricing that is set out in catalogues or other publications, are recommended prices only and there is no obligation to comply with the recommendation.
- 2.2. Minimum invoice value of \$200 applies. For orders less than \$200 incl GST, a handling fee of \$15 incl GST applies.
- 2.3. The Supplier may amend its Merchant Price Book at any time upon written notice to the Buyer setting out the relevant amendments.

### 3. Shipping Terms

- 3.1. A freight charge will apply to any order under \$200.00 incl GST or any order requiring special or weekend delivery.
- 3.2. The freight charge for all other orders shall be by negotiation.

### 4. Payment

- 4.1. The payment terms are "net 30 EOM" meaning that the Buyer must pay each invoice by the 30<sup>th</sup> day following the end of the month in which the relevant invoice is dated.
- 4.2. If the Buyer defaults in the payment of any monies due the Supplier, the Supplier may elect to demand payment of all monies due to the Supplier and such monies shall then become immediately due and payable.
- 4.3. The Supplier reserves the right to charge interest on late payments at the rate of 2.5% per month, compounded monthly, and calculated from the date when payment was due to the date when it was actually paid. The Buyer shall also pay in full all costs and expenses incurred by the Supplier in collecting overdue accounts.
- 4.4. The Supplier may cancel any order, or suspend any delivery, without incurring any liability to the Buyer if the Buyer is overdue with payment, enters into bankruptcy, liquidation, or receivership, or commits any other act of insolvency.

### 5. Delays

- 5.1. All orders and promises of delivery are given in good faith and on the condition of labour, material and transport being available. The Supplier shall not be responsible for delays arising through risks and uncertainties of manufacture,

strikes, accidents or other causes beyond its control. The Supplier will provide written notice to the Buyer as soon as reasonably practicable upon becoming aware of the delay.

### 6. Claims for Goods incorrectly supplied

- 6.1. The Buyer shall inspect the Goods, upon receipt, for any discrepancies in type and quantity with its order.
- 6.2. The Buyer shall obtain the Supplier's written authorisation before returning any Goods.
- 6.3. The Buyer must make any claims for shortages and requests for credits within seven days of delivery. Any such claim must be in writing and state the packing slip number, quantity, description of Goods and date of delivery.
- 6.4. The Buyer must return Goods incorrectly supplied within seven days of delivery. Goods returned after seven days may be accepted for credit at the sole discretion of the Supplier in which case the Supplier will charge the Buyer a 20% handling fee plus return freight.
- 6.5. All Goods that the Supplier accepts back must be in good condition and complete with packaging and suitable for resale.
- 6.6. The Supplier will not accept back Goods that the Supplier has correctly supplied, except by prior agreement and within 30 days of delivery. If the Supplier accepts back such Goods, the Supplier will charge the Buyer a 20% handling fee plus return freight.
- 6.7. All claims for breakage, loss or damage in transit must be notified to the Supplier within seven days of delivery. If the Supplier arranged the freight, the Supplier will liaise with the carrier for a resolution.
- 6.8. If the Buyer cancels an order that the Supplier has not yet dispatched, but has already packed, prepared a packing slip and readied for shipment, the Supplier will charge the Buyer a 10% handling fee.
- 6.9. The Buyer, for itself and its customers, must satisfy itself that the Goods, as ordered, are fit and suitable for the purpose required. The Supplier is not responsible if the Goods are not fit or suitable for the purposes required by the Buyer or its customers.
- 6.10. The Supplier is not responsible for damage to the Goods, or damage to other property, caused by incorrect or unsafe handling, storage, transportation or usage of the Goods.
- 6.11. Nothing in this document is intended to limit any rights of the Buyer under the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 6.12. The Buyer acknowledges and agrees that its goods and services come with a guarantee that cannot be excluded under the Australian Consumer Law, and that the following mandatory notice under the Australian Consumer Law that must be provided to the Buyer will apply:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or re-placed if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

### 7. Retention of Title

- 7.1. The risk in the Goods supplied by the Supplier shall pass to the Buyer on delivery but the ownership in the Goods shall remain with the Supplier and shall not pass to the Buyer until the Buyer has discharged all outstanding indebtedness to the Supplier whatsoever.
- 7.2. The Supplier shall retain a purchase money security interest in all Goods sold and delivered to the Buyer. The Supplier may perfect its security interest by registering one or more Financing Statements pursuant to the *Personal Property Securities Act 2009* (Cth) ("Security Legislation"). The Buyer waives any right to receive verification of financing statements registered.
- 7.3. If the Buyer fails to comply with the terms of payment of the Supplier, then the Supplier, in addition to its rights and remedies under the Security Legislation, shall be entitled to such other rights and remedies as may be available to it under either statutory or common law. Without limiting the generality of the foregoing, to the extent allowed by law, the Supplier, by itself, its servants or its agents, shall have the right to enter upon any premises occupied by the Buyer or any other place where the Goods are situated and take possession of such Goods notwithstanding that fixtures or fittings may be attached thereto, and the Buyer shall fully indemnify the Supplier in respect of any claim or demand which may be brought in respect of such entry upon such premises and taking of possession.

### 8. Defective Goods

- 8.1. A defect or warranty claim with respect to the Goods must be made in accordance with the Hansen Warranty attached to these terms.

## Hansen Warranty

NOTICE: By installing this Hansen product, the Customer acknowledges its acceptance of the terms of this limited lifetime warranty in all respects. If for any reason the Customer does not accept the terms of this limited warranty, the Customer should return the Hansen product in its original packaging for a full refund. Hansen Products Limited ("Hansen") warrants each Hansen product ("Product") to the original customer ("Customer") against defects in materials and workmanship. The warranty runs for a period of 20 years following time of purchase. the life of the Product. This is a parts only warranty.

The Customer is responsible for disassembling, reassembling and reinstalling the Product. Hansen shall not be responsible or liable for the cost of field labour or other charges incurred by the Customer in removing and/or reaffixing any Product, part or component thereof. To make a warranty claim, the Customer should contact Hansen at the address below. Hansen may instruct the Customer to send the Product to an authorised Hansen agent. Along with the Product returned, the Customer should include a detailed explanation of the defect including information on the installation and in-situ environment along with proof of purchase (if requested). The Customer shall bear the freight cost to ship the Product to Hansen or its authorised agent, however these costs will be reimbursed by Hansen in the event that the warranty claim is valid. Hansen shall bear the freight cost to ship the Product back to the Customer. Hansen shall fairly evaluate a warranty claim. If Hansen accepts the claim, it will replace the Product. If for any reason Hansen does not wish to replace the Product, it shall refund the Purchase Price. Hansen's liability shall not exceed the purchase price of the Product. Subject to the Customer's rights under applicable consumer legislation, Hansen's sole responsibility is to replace a Product that is the subject of a valid warranty claim or to refund the purchase price. Under no circumstance will Hansen be liable for direct, indirect, incidental, special or consequential losses, costs or damages, including dismantling and re-installation costs, damage to other property and equipment, water loss or water damage.

This warranty is void in any of the following circumstances:

- (a) The Product has been misused, mishandled, neglected or abused.
- (b) The Product is not suitable for the Customer's application.
- (c) The Product has been improperly installed, operated, repaired, adjusted, serviced or maintained.
- (d) The Product has been damaged other than by reason of a Product defect.
- (e) The Product has been modified.
- (f) The Product has been connected to other equipment with which it is not compatible.
- (g) The Product has been used outside its stated specifications, and operating parameters, including specifications and operating parameters relating to capacity, temperature and pressure.
- (h) The Product has been used for purposes other than for which it was designed.
- (i) The product has been installed, embedded or placed under concrete or similar materials.

If the Product is off-warranty or otherwise not subject to a valid warranty claim, Hansen will replace the Product at the Customer's cost.

Many factors can cause a Product not to function properly. Such factors may have nothing to do with the Product itself (e.g. pipe failure). Before making a warranty claim, the Customer should make sure that the Product is truly defective. That is to say, the Customer should have followed standard trouble shooting and fault finding procedures and attributed the problem to a defect in the Product. Refer to the technical documentation on the Hansen website.

If necessary, contact Hansen for technical support. If Hansen determines that a returned Product was not defective, or that the warranty claim was otherwise not valid, Hansen shall charge the Customer a service and handling fee as well as the freight cost. This warranty applies to Hansen Products only. It does not apply to ancillary equipment over which Hansen has no control. Such ancillary

equipment includes, without limitation, other plumbing equipment, pipes, hoses and fittings.

Hansen Products are capable of being used in many different types of applications and operating environments. Therefore, proper selection of a specific Product for a specific application and operating environment, and its compatibility with other equipment to which it is attached, is the Customer's responsibility. The Customer must assume the ultimate responsibility for the proper sizing, selection, compatibility, installation and operation of Hansen Products. Hansen does not warrant the performance of Hansen Products or their suitability for a particular purpose. It is the Customer's responsibility to determine the suitability of Hansen Products for the Customer's use.

Installation is entirely at the Customer's risk. The Customer is responsible for installing the Product in accordance with Hansen's installation instructions and applicable local codes, ordinances and good trade practices. Hansen accepts no liability for damages resulting from faulty installation.

Hansen accepts no liability for direct, indirect, incidental, special, or consequential damages resulting from the Customer's failure to follow Hansen's warnings, installation instructions and procedures or such other procedures generally applicable to products of the same type. The foregoing limitation extends to damages to person or property as well as the cost of alternative arrangements and the cost of trades people.

Hansen reserves the right to change or improve its Products or any component thereof without being obligated to provide such a change or improvement for Products sold and/or shipped prior to such change or improvement.

No warranties or representations at any time made by any representative of Hansen Products shall vary or expand the provisions hereof. Notwithstanding the foregoing, this warranty, being a generic warranty covering all Hansen Products, shall not apply in circumstances where Hansen or its authorised reseller gives a specific warranty for a specific Hansen Product.

This is an express warranty. Hansen disclaims any other express or implied warranties, including warranties of merchant ability or fitness for purpose, to the maximum extent permitted by law. Some jurisdictions do not allow limitations or disclaimers of implied or statutory warranties. Some jurisdictions do not allow disclaimers or exclusions of consequential or incidental damages. Therefore, the above disclaimers, limitations and exclusions may not apply in all jurisdictions in which Hansen sells Hansen Products. As to any jurisdiction in which one or more clauses in this warranty are unenforceable, this warranty shall be deemed modified, and the offending clauses amended or removed, but only to the extent necessary to bring this warranty into conformity with the laws in such jurisdiction. The invalidity of any clause in this warranty shall not affect the validity of any other clause.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage in accordance with the Customer's rights under the Australia Consumer Law, as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth). The Customer may be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty gives the Customer specific legal rights. The Customer may have other rights or remedies pursuant to the laws in its territory. Nothing in this warranty should be construed as limiting or restricting any other statutory right or remedy of the Customer, except for such limitations or restrictions herein as may be allowed by the law of the territory.