

CONFIDENTIAL



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Global Eco & Environmental Solutions  
ABN: 32 105 018 380

## How to Complete these Forms

### 1. Please read all documents carefully

- Part 1: Credit Application
- Part 2: Terms and Conditions of Trade
- Part 3: Personal Guarantee
- Part 4: Privacy Act Consent Form

**IMPORTANT:** *If you do not understand any part you should seek legal advice.*

### 2. Credit Application

- Complete all of parts 1, 2, 6, 7 and 8
- If you are applying for yourself, complete part 3
- If you are applying for your company, complete part 4
- If you are applying as a trustee (corporate or individual), complete part 5
- Read part 9 carefully
- Sign in the appropriate sections of part 10
  - If you are a sole trader, you must sign
  - If you are applying as a partnership, all partners must sign
  - If you are applying for your company, all directors must sign
  - If you are applying as individual trustee, all individual trustees must sign
  - If you are applying for a company trustee, all directors must sign

**IMPORTANT:** *By signing, you are agreeing to be bound by the Terms and Conditions of Trade.*

### 3. Personal Guarantee

- If you are a sole trader or partnership, you need not sign this form
- If you are applying for your company, all directors must sign
- If you are applying as a trustee, all trustees must sign
- For more than 2 Guarantors, additional Guarantors must sign a copy of the form
- Each signature must be witnessed by an independent witness

**IMPORTANT:** *All parties who sign the guarantee may become personally responsible instead of, or as well as, the Applicant to pay all amounts which the Applicant owes to Global Eco Solutions costs and expenses in enforcing the guarantee and interest.*

*Before signing, each guarantor should:*

- *obtain independent legal advice*
- *consider obtaining independent financial advice*
- *make their own enquiries about the credit worthiness, financial position and honesty of the Applicant.*

### 4. Privacy Act Consent Forms

- If you are a sole trader, you must sign this form
- If you are a partnership, all partners must sign this form
- If you are applying for your company, all directors must sign
- If you are applying as individual trustees, all individual trustees must sign
- If you are applying for a company trustee, all directors must sign

### 5. When finished

- When all parts have been signed, please return all parts to the person who sent them to you.
- For any queries relating to this application please contact Bonnee Crawford on the number shown above.

**1. Definitions**

- (a) In these T+C's:
- i. "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated regulations as amended; "Agreement" means any agreement for the provision of goods by the Supplier to the Customer;
  - ii. "Consumer" is as defined in the ACL;
  - iii. "dealer" refers to a certified GES dealer;
  - iv. "Customer" means the person, jointly and severally if more than one, acquiring goods from the Supplier;
  - v. "goods" means goods supplied by the Supplier to the Customer and does not include any services such as installation of the goods;
  - vi. "GST" means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended;
  - vii. "PPSA" means the Personal Property Securities Act 2009 (Cth)
  - ix. and its associated regulations as amended;
  - x. "Supplier" means Global Eco & Environmental Solutions ABN: 32 105 018 380; and "T
  - xi. +Cs" means these Terms and Conditions of Trade.

**2. Basis of Agreement**

- (a) Unless otherwise agreed by the Supplier in writing, the T+C's apply exclusively to every Agreement.
- (b) Any quotation provided by the Supplier to the Customer for the proposed supply of goods is:
  - i. valid for 30 days;
  - ii. an invitation to treat only; and
  - iii. only valid if in writing.
- (c) The T+C's may include additional T+C's in the Supplier's quotation, which are not inconsistent with the T+C's.
- (d) An Agreement is accepted by the Supplier when the Supplier accepts, verbally, in writing or by electronic means, an offer from the Customer or provides the Customer with the goods.
- (e) The Supplier has absolute discretion to refuse to accept any offer.
- (f) The Customer must provide the Supplier with its specific requirements, if any, in relation to the goods.
- (g) The Supplier may vary or amend these T+C's by written notice to the Customer at any time. Any variations or amendments will apply to orders placed after the notice date.
- (h) The Customer must notify the Supplier in writing of any change in its structure, or management, within 7 days of the date of the change.

**3. Pricing**

- (a) Prices quoted for the supply of goods include GST and any other taxes or duties imposed on or in relation to the goods.
- (b) If the Customer requests any variation to the Agreement the Supplier may increase the price to account for the variation.
- (c) Where there is any change in the costs incurred by the Supplier in relation to the goods, the Supplier may vary its price to take account of any such change, by notifying the Customer.
- (d) Dealers are entitled to a 35% discount off the cash price of items purchased through GES, with additional discounts applied as follows:
  - i. a 40% discount off single orders of quantities of 10 or more units (Solar Whiz Only)
  - ii. a 45% discount off single orders for quantities of 25 or more units (Solar Whiz Only)

**4. Payment**

- (a) Unless otherwise agreed in writing:
- (b) Subject to 4.2, if credit is extended by the Supplier to the Customer, full payment for the goods must be made within 15 days of the date the invoice.
- (c) If credit is not extended by the Supplier to the Customer, full payment for the goods must be made prior to delivery of the goods.
  - i. The Supplier reserves the right to require payment in full on or prior to delivery of the goods at any time.
  - ii. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
  - iii. Payment terms may be revoked or amended at the Supplier's sole discretion immediately upon giving the Customer written notice.
  - iv. The time for payment is of the essence.

**5. Payment Default**

- (a) If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any of its other accrued or contingent rights:
- (b) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus
- (c) 2% for the period from the due date until the date of payment in full;
- (d) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;

- (f) cease or suspend supply of any further goods to the Customer; (d) by written notice to the Customer, terminate any uncompleted
- (g) contract with the Customer.
- (h) Clauses 5.1(c) and 5.1(d) may also be relied upon, at the Supplier's option where the Customer becomes bankrupt or insolvent or enters into any scheme of arrangement or with or for the benefit of its creditors.

## 6. Passing of Property

- (a) Until the Supplier receives full payment in cleared funds for all goods supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:
- (b) title and property in all goods remain vested in the Supplier and do not pass to the Customer;
- (c) the Customer must hold the goods as fiduciary bailee and agent for the Supplier;
- (d) the Customer must keep the goods separate from its goods;
- (e) the Customer must hold the proceeds of sale of the goods on trust for the Supplier in a separate account with a bank to whom the Customer has not given security however failure to do so will not affect the Customer's obligation as trustee;
- (f) in addition to its rights under the PPSA, the Supplier may without notice, enter any premises where it suspects the goods are and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

## 7. Personal Property Securities Act

- (a) Notwithstanding anything to the contrary contained in these T+Cs, the PPSA applies to these T+Cs.
- (b) For the purposes of the PPSA:
- (c) terms used in clause 7 that are defined in the PPSA have the same meaning as in the PPSA;
- (d) these T+Cs are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future goods supplied by the Supplier to the Customer and the proceeds of the goods;
- (e) The security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
- (f) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by the Supplier on the Personal Property Securities Register.
- (g) The security interest arising under this clause 7 attaches to the goods when the goods are dispatched from the Supplier's premises and not at any later time.
- (h) Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95,

118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

- (i) The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these T+Cs.
- (j) To the extent permitted by the PPSA, the Customer agrees that (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing; and where the Supplier has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- (k) The Customer must immediately upon the Supplier's request:
  - (l) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
  - (m) procure from any person considered by the Supplier to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Supplier may at any time require.
- (n) The Supplier may allocate amounts received from the Customer in any manner the Supplier determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.
- (o) For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these T+Cs and any information pertaining to the sale of goods and details of the goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these T+Cs or the sale of the goods, except as otherwise required by law or that is already in the public domain.

## 8. Risk and Insurance

- (a) The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer.
- (b) The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.
- (c) The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation or possession of any of the goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL.

## 9. Performance of Agreement

- (a) Any period or date for delivery of goods stated by the Supplier is an estimate only and not a contractual commitment.
- (b) The Supplier will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date for delivery of the goods.

## 10. Delivery

- (a) The Supplier will arrange for the delivery of the goods to the customer.
- (b) Unless otherwise agreed, the Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- (c) The Supplier may make part delivery of goods and the Supplier may invoice the Customer for the goods provided.
- (d) The Customer indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and the Supplier has not used due care and skill.
- (e) The Customer is responsible for nominating the correct delivery address. If a representative of the Customer is not present to receive the goods, the goods will be left at the nominated address and delivery will be deemed to have occurred. A postage receipt, courier docket or driver's manifest directing delivery to the nominated address will be proof of delivery of the goods.

## 11. Warranty

- (a) Solar PV panels are covered by a 10-year warranty.
- (b) Fan motors and accessories are covered by a 2-year warranty.
- (c) The warranty applies when a fault occurs during the warranty period.
- (d) The warranty excludes damaged caused by:
  - i. adverse weather conditions
  - ii. natural disasters
  - iii. deliberate/intentional damage, and
  - iv. accidental damage during installation or use.
- (e) The warranty is void in cases where a customer uses non-genuine parts, including:
  - i. alternative PV panels, and
  - ii. alternative motors.
- (f) Dealers are responsible for investigating warranty-related issues on behalf of customers they have supplied to and/or installed for, including:
  - i. identifying the problem using the GES Troubleshooting Guide for the appropriate product
  - ii. determining whether the issue can be rectified without a warranty claim
  - iii. submitting a warranty claim on behalf of the customer
  - iv. organising the necessary servicing to replace or repair the product within warranty
  - v. returning the faulty item to GES
- (g) GES will assess warranty claims within 2 business days once sufficient information has been received.
- (h) GES will provide replacement parts under warranty to the dealer at no cost.
- (i) Dealers are expected to provide the warranty service to the customer at their own expense, and must not attempt to bill:
  - i. the customer, or
  - ii. GES

- (j) Items returned to GES under warranty that are found not to be faulty will result in a charge to the dealer for:
  - i. the cost of the replacement item
  - ii. the cost of delivery for the replacement item, and
  - iii. the cost of delivery to return the used item

## 12. Liability

- (a) Except as the T+C's specifically state, or as contained in any express warranty provided in relation to the goods, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or any contractual remedy for their failure.
- (b) If the Customer is a consumer nothing in these T+C's restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.
- (c) If the Customer on-supplies the goods to a consumer without using up or transforming the goods in the course of trade:
  - i. if the goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Customer;
  - ii. otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Customer;
- (d) howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods by the Customer or any third party.
- (e) 11.4 If clause 11.2 or 11.3 do not apply, then other than as stated in the T+C's or any written warranty statement the Supplier is not liable to the Customer in any way arising under or in connection with the sale, use of, storage or any other dealings with the goods by the Customer or any third party.
- (f) 11.5 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- (g) 11.6 The Customer acknowledges that:
  - i. it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the goods or their use or application.
  - ii. it has not made known, either expressly or by implication, to the Supplier any purpose for which it requires the goods and it has the sole responsibility of satisfying itself that the goods are suitable for the use of the Customer.

- (h) 11.7 Nothing in the T+Cs excludes or displaces any applicable State or
- (i) Federal legislation which cannot be excluded.

### **13. Cancellation**

- (a) If the Supplier is unable to deliver or provide the goods, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.
- (b) No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Supplier once the order has been accepted and the Supplier has taken steps to fulfill the order.

### **14. Shortages and Exchanges**

- (a) Except where the goods are faulty, no returns will be accepted unless the Customer has obtained prior approval from the Supplier who will not approve returns unless the manufacturer of the goods has agreed to accept the return of the goods from the Supplier.
- (b) If the Customer is a consumer, nothing in this clause 13 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

### **15. Force Majeure**

- (a) The Supplier is not liable under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control. If an event of force majeure occurs, the Supplier may suspend or terminate the Agreement by written notice to the Customer.

### **16. Ethical Conduct**

- (a) Dealers are expected to conduct their business in a reasonable and ethical manner.
- (b) Dealers will assist leads referred by GES in finding a GES solution that will sufficiently meet their needs.
- (c) Dealers are required to provide leads with accurate information regarding GES products.
- (d) Dealers are not permitted to convert leads referred by GES to an alternative or competing product.

### **17. Miscellaneous**

- (a) The law of Victoria from time to time governs the T+Cs.
- (b) The Supplier's failure to enforce any of these T+Cs shall not be construed as a waiver of any of the Supplier's rights.
- (c) If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the T+Cs, without affecting the enforceability of the remaining T+Cs.
- (d) A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.