



Application for Credit

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Version	A
Date	DEC 2018

This Application for Credit applies to the trading accounts maintained by or on behalf of **Osmoflo LLC** or any of its related bodies corporate, successors or assigns (**'Osmoflo'**).

CUSTOMER DETAILS			
Trading Name:			
Legal Entity:		Registration No:	
Registered Address:			
Postal Address (if different):			
Delivery Address (if different):			
Telephone No.:		Facsimile:	
Have you ever traded with Osmoflo before?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, please provide details:	
Accounts Contact:		Email:	
Bank:		Branch:	
BSB:		Account No.:	

Credit Limit Requested:	
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DIRECTORS, PARTNERS AND PROPRIETORS DETAILS (turn overleaf if insufficient space)				
Full Name	Date of Birth	Driver's Licence No.	Residential Address	Telephone No.

TRADE REFERENCES – Please provide at least <u>three</u> references from firms with a monthly spend greater than the Credit Limited requested above			
Contact Name	Business Name	Email	Telephone No.

OTHER REQUIREMENTS	
Please provide the following with your application:	<ul style="list-style-type: none">• your audited financial accounts for the past three financial years;• your most recent management accounts; and• your DUNS number and any recent credit report.

These are the standard terms and conditions (**Terms and Conditions**) governing, and incorporated into, any Purchase Order supplied by a Customer to **Osmflo LLC** or any of its related bodies corporate, successors or assigns (**'Osmflo'**). These Terms and Conditions will apply to any Purchase Order unless a contractual arrangement already exists between the Customer and Osmflo. If at any time in relation to the supply of the Goods or Services, the Customer provides, refers to, submits or otherwise uses terms and conditions other than these Standard Terms and Conditions of Sale, such terms and conditions will not form part of, or be incorporated into the Purchaser Order or the Contract.

In these Terms and Conditions:

Additions means any Goods which are installed in or affixed to other goods;

Amount Payable means, at any time, all amounts payable by the Customer to Osmflo at that time (whether or not those amounts have become due for payment) in connection with the Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses);

Contract means the contract comprising the Application for Credit (if any), Osmflo's Sale Proposal, the Purchase Order, these Terms and Conditions of Sale and any other document which is attached to, or incorporated by reference in, the Purchase Order or these Terms and Conditions;

Customer means the person named as the customer in respect of the Goods and/or Services in the Contract and includes as appropriate the Customer's related bodies corporates, executors, administrators, successors, and permitted assigns;

Defect means any part or aspect of the Goods or Services which is not in compliance with the requirements of the Contract and includes any Defect which is attributable to design, workmanship or operating characteristics;

Goods means each and every article or thing described in the Purchase Order as to be purchased by the Customer, or any part thereof;

Indemnified Parties means Osmflo and its officers, directors and employees;

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, throughout the world for the full period of the rights and all renewals and extensions;

Legal Requirements means present and future obligations arising under (a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees; (b) the terms and conditions of any applicable government approvals; (c) any binding requirement, direction or order of a governmental agency; and (d) any applicable international local standards.

Osmflo's Sales Proposal means the document prepared by Osmflo defining the Goods and/or Services to be provided by Osmflo to the Customer including such commercial clarifications as are agreed in writing by the parties prior to the date of the Purchase Order;

Price means the price of Goods or Services as specified in a Purchase Order that is accepted by Osmflo;

Processed Goods means Goods which after their delivery become part of a product or mass by being manufactured, processed, assembled, commingled or otherwise dealt with in such a way that their identity is lost in the product or mass;

Purchase Order means the document provided by the Customer to Osmflo describing the Goods and/or Services to be supplied pursuant to the Contract;

Services means the services described in the Purchase Order and includes the performance of all incidental or other services, and the provision of all materials and equipment, necessary to allow or assist the performance of the Services; and

PART A – GOODS**1. Supply**

Osmflo will supply the Goods to the Customer in accordance with (a) the Contract; and (b) all applicable Legal Requirements.

2. Delivery

2.1 Good will be: (a) properly and safely packed and marked so as to comply with any Legal Requirements; (b) clearly and accurately labelled; (c) compliant with the specifications set out in the Purchaser Order; and (d) of good quality and workmanship.

2.2 Delivery times of Goods are estimates only and are subject to change due to factors outside of Osmflo's control.

2.3 If Osmflo has not received a claim by the Customer within 10 business days of delivery of Goods, the Customer will be taken to have accepted the relevant Goods without Defect.

2.4 Any installation of the Goods by Osmflo will be subject to Part B (Services) of these Terms and Conditions.

3. Title & Related Matters

The legal and equitable title to the Goods will only be transferred from Osmflo to the Customer when the Amount Payable for those Goods has been reduced to zero.

PART B – SERVICES**4. Performance of Services**

4.1 Osmflo shall perform the Services, and the Customer shall pay Osmflo for the Services performed, in accordance with the Contract.

4.2 Osmflo is responsible for the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services. Osmflo will ensure that all of Osmflo's equipment is in good working order and suitable for use in connection with the Services.

4.3 Osmflo will perform the Services: (a) with due care and skill; and (b) in accordance with good safety practices and any applicable Legal Requirements and, if applicable, good industry practices.

PART C – General**5. Prices**

5.1 Quotations provided by Osmflo are estimates only and may be withdrawn, corrected or altered by Osmflo at any time before acceptance of a Purchaser Order.

5.2 Unless otherwise provided in Osmflo's Sales Proposal, Prices provided in quotations are exclusive of: (a) transport and delivery costs, which may be charged by Osmflo in its sole discretion; and (b) value added tax or similar tax or impost on the sale of Goods, which, if applicable, will be charged in addition to the Price.

5.3 Osmflo may elect not to commence the work contemplated under a Purchase Order until it has received the deposit specified in Osmflo's Sale Proposal.

5.4 Any amount paid as a deposit by the Customer is forfeited on the termination of a Contract, or part thereof.

6. Credit

6.1 Any agreement by Osmflo to grant the Customer credit has been, or will be, made on the basis of the information provided by the Customer to Osmflo in the Application for Credit and such other documents and information as may be required by Osmflo.

6.2 The granting of credit does not oblige Osmflo to extend any particular amount of credit to the Customer and Osmflo may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.

6.3 The Customer must notify Osmflo within 5 business days if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

7. Payment

7.1 Unless otherwise specified in Osmflo's Sales Proposal, for so long as Osmflo has agreed to provide credit to the Customer (if applicable), payment for Goods or Services must be made in full (without any set-off) and received by Osmflo within 30 days from the date of invoice.

7.2 If Osmflo has not granted credit to the Customer, the Customer must pay the Price for Goods prior to dispatch and for Services within 7 days from date of invoice following supply.

7.3 Unless otherwise stated in Osmflo's Sales Proposal, Osmflo shall be entitled to immediately render an invoice upon completion of the supply of the Goods and/or Services or, where performance of the Contract may exceed 30 days in duration, at the end of each calendar month in which the Contract is performed.

7.4 Payment is only received by Osmflo when it receives cash or when the proceeds of other methods of payment are credited and cleared to Osmflo's bank account.

7.5 Any amount due and payable by Osmflo to the Customer may be set-off against any amount due and payable by the Customer to Osmflo.

8. Default Interest

8.1 Any late payment attracts interest. Interest will be calculated at two percentage points above Osmflo's then current overdraft rate for cash advances. That interest will accrue and be recoverable from day to day.

9. Security Interest & Charge

9.1 The Customer grants to Osmflo a security interest in the Goods to secure payment of the Amount Payable. The security interest extends to and continues in all proceeds, Additions and Processed Goods and secures payment of that part of the Amount Payable which comprises the aggregate unpaid Price of Goods.

9.2 The Customer must not do or permit anything to be done that may result in the security interest granted to Osmflo ranking in priority behind any other security interest.

10. Access

10.1 The Customer grants Osmflo access to the Customer's premises for the purposes of: (a) performing its obligations under the Contract; and (b) at any time when Osmflo may reasonably claim the return of Goods under clause 11.1, entering and removing the Goods from the Customer's premises.

11. Termination & Default

11.1 If the Customer breaches any of its obligations under the Contract, Osmflo may, by notice in writing and without prejudice to any rights it may have against the Customer: (a) suspend the Contract, or any part thereof; (b) refuse to supply any Goods to the Customer on credit or at all; (c) require the Customer to remedy the breach within 5 business days; or (d) claim the return of Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract or any other applicable law, including to enforce the security interests created by the Contract.

11.2 Notwithstanding anything else contained in the Contract, Osmflo will not be liable for any delay in or failure to comply with the Contract if such delay or failure is caused by circumstances beyond Osmflo's control, failure of Osmflo's machinery, or failure of a supplier to Osmflo, provided that Osmflo uses reasonable efforts (which, for the avoidance of doubt, does not require Osmflo to incur material expenses) to remedy the cause of delay or failure.

12. Warranties

12.1 To the maximum extent permitted by law, Osmflo excludes all warranties, terms, conditions and guarantees regarding the Goods and Services supplied or provided under a Contract which are implied by law.

12.2 Osmoflo warrants that Goods provided under a Contract (except any Goods not manufactured by Osmoflo) will be free from faulty workmanship. This warranty applies only where Goods are used in strict accordance with operational guidelines. Osmoflo's obligation under this warranty is limited to the replacement of parts which are Defective and have not been misused, carelessly handled, defaced, or damaged during or as a result of incorrect installation or maintenance (as determined by Osmoflo). This warranty is VOID where the Goods have been tampered with, or if repairs have been made or attempted by anyone except Osmoflo. It does not cover normal wear and tear, or consumable items such as chemicals, filter elements UV lamps/tubes, pump seals and bearings. In any event Osmoflo has no other obligation or liability beyond replacement or repair of this product. Goods repaired under warranty, where appropriate, must be returned to Osmoflo at the Customer's cost and risk.

12.3 The Customer acknowledges and understands that apart from the warranty provided under clause 12.2, Osmoflo does not make or provide any further warranties or guarantees regarding the Goods or Services.

13. Limitation of Liability

13.1 Osmoflo's liability to the Customer for any claim for loss or damages made in connection with the Contract (including the supply of Goods or Services) whether in contract, tort (including negligence), under statute, in equity or otherwise, is limited and excluded as follows (to the extent that the law does not prohibit such limitations and exclusions):

- (a) for any liability arising from Goods not meeting their specifications or which are said to be otherwise Defective or deficient, Osmoflo's liability is limited to the cost of replacement of those Goods as soon as reasonably practicable, or the repair of those Goods or the repayment (or allowance) of the Price of those Goods (at the option of Osmoflo);
- (b) for any liability arising from the Services not meeting the scope or which are said to be otherwise defective or deficient, Osmoflo's liability is limited to the provision of the Services again or payment of the cost of having the relevant Services provided (at the option of Osmoflo); and
- (c) for any liability that does not fall within the scope of clauses 13.1(a) or 13.1(b), Osmoflo's liability for any loss or damage arising from or caused in any way by Osmoflo or the Goods or Services it supplies under the Contract is excluded.

13.2 To the maximum extent permitted at law, Osmoflo is not liable for any consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Goods or Services it supplies. For the purposes of this clause 13.2, consequential loss includes without limitation any loss of income or profits, loss of opportunity, loss of goodwill or reputation, loss of value of intellectual property, loss of business expenses, loss of interest and loss or damage resulting from the loss or damage to other goods.

13.3 To the maximum extent permitted at law, Osmoflo is not liable for: (a) the cost of the removal of Goods not meeting the specifications or which are said to be otherwise defective or deficient; (b) the cost of installation of replacements for Goods not meeting the specifications or which are said to be otherwise defective or deficient; or (c) defects or deficiencies in Goods caused by improper installation or maintenance of Goods or related components or normal wear and tear and damage.

14. Indemnity

The Customer agrees to defend, hold harmless and keep indemnified the Indemnified Parties against all and any: (a) loss, damage, liabilities, penalties, costs and expenses

relating to damage to, or loss of equipment, plant and property, personal injury or death; (b) financial loss; (c) claims, demands, actions, proceedings or liabilities and related costs and expenses made by third parties against, or incurred by, the Indemnified Parties in relation to damage to, or loss of property, personal injury or death or the infringement of a third party's Intellectual Property Rights; and (d) any other loss or liability of any nature whatsoever caused by or arising out of or in any way connected with the supply of the Goods and/or Services, to the extent caused or contributed to by the acts or omissions of the Customer or the Customer's personnel or agents.

15. Assignment & Novation

15.1 The Customer must not subcontract, novate or assign its rights or obligations under the Contract without the prior written consent of Osmoflo. Osmoflo may assign the Contract or any part of it and must, within a reasonable time thereafter, give notice of such assignment to the Customer.

15.2 The Customer must not unreasonably withhold its consent to Osmoflo novating the Contract and must, on Osmoflo's request, do all things necessary and desirable to effect a novation.

16. Risk & Insurance

16.1 Risk of loss or damage to the Goods passes to the Customer upon the earlier of: (a) delivery (including all risks associated with unloading); or (b) title to the Goods passing to the Customer in accordance with clause 3.

16.2 The Customer is solely responsible for arranging, and for the payment of, all freight, insurance, delivery costs and other charges levied or payable in respect of the Goods, unless otherwise agreed by the parties in writing.

17. Intellectual Property

17.1 The Customer warrants to Osmoflo that all documents provided by the Customer are accurate and that Osmoflo is entitled to use all such documents for the purposes of a Contract and that such use does not infringe any third party's Intellectual Property Rights.

17.2 The Customer indemnifies Osmoflo against all claims, losses and damages incurred by Osmoflo as a result of documents provided by the Customer to Osmoflo in connection with the Goods breaching a third party's Intellectual Property Rights.

17.3 Osmoflo acknowledges and agrees that nothing in this document gives Osmoflo any right or entitlement to any of the Intellectual Property Rights of the Customer or its related entities, and that except to the extent strictly necessary for it to perform its obligations under this Contract, it must not access or use any of the Intellectual Property Rights of the Customer or any of its related entities. Osmoflo will not have any legal or equitable claim or right to any part of the Intellectual Property Rights of the Customer or its related entities, except as provided for in this document.

18. Miscellaneous

18.1 The Customer must not disclose to any third party information supplied to it by Osmoflo in connection with any Contract without Osmoflo's prior written consent (including without limitation the existence, or terms, of the Contract).

18.2 The Customer and Osmoflo must each appoint a representative for the purpose of liaising with the other party and will notify the other party of its appointed representative.

18.3 The Contract constitutes the entire agreement between the parties as to its subject matter and supersedes all previous negotiations and communications.

18.4 The Contract shall be governed by and construed in accordance with the laws of the Sultanate of Oman. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning the Contract.