



www.eurekagas.com.au

Doritec Pty Ltd trading as Eureka Gas
 A.B.N. 58 117 454 001
 PO Box 682 Melton 3337. Ph: 03 9743 7998 Fax: 03 9746 6381
 www.eurekagas.com.au

Cust No:

Forklift Cylinder Supply Agreement (36 month)

THIS AGREEMENT IS BETWEEN DORITEC PTY LTD AND THE CUSTOMER WHOSE DETAILS APPEAR BELOW:

COMPANY NAME, TRADING NAME, AND A.B.N. (The Customer)		
BUSINESS LOCATION (STREET ADDRESS, TOWN, POSTCODE)		
PHONE NO.	FAX NO.	CONTACT NAME FOR ACCOUNTS
INVOICE ADDRESS		EMAIL ADDRESS

PLEASE SEND MY INVOICES BY:

EMAIL

FAX

MAIL postage fee applies

Where a delivery is requested outside our normal delivery day for your area a surcharge of \$50 + GST per delivery will apply.

The price of LPG and hire of cylinders supplied in this agreement is subject to variation per clause 5 overleaf

By signing this agreement you agree to the terms and conditions on this and the reverse side of this form

Where credit is requested, supply is subject to approval of your credit application

This agreement is for the term set out in clause 22 overleaf

All prices are subject to the addition of GST

SELECT AND TICK:

1. I'LL CALL FOR GAS (see our delivery days).

OR, 2. DELIVER AUTOMATICALLY.

IF NOT TICKED OPTION 1 APPLIES



SUMMARY

INITIAL REFILL PRICE 15 KG CYLINDER \$ PLUS GST

**GAS SUPPLY PAYMENT TERMS ARE 14 DAYS FROM INVOICE DATE
 HIRE FEES ARE DUE WITHIN 7 DAYS OF DUE DATE**

PLEASE PAY ON INVOICE AS NO STATEMENTS ISSUED

PLEASE CHARGE DELIVERIES TO MY:

- VISA card no. & expiry:
- MASTERCARD card no. & expiry:
- TRADING ACCOUNT 14 days from invoice

Payment by visa and master card incurs a merchant surcharge of 2%

NUMBER OF CYLINDERS REQUIRED PER WEEK:

INITIAL QTY OF HIRED 15 KG CYLINDERS:

ANNUAL HIRE FEE PER 15KG CYLINDER \$ PLUS GST

Customer Authorisation and Directors Guarantee

Signatures of Directors, Partners, or Sole Proprietor

Signature:

Name:

Date:

Signature:

Name:

Date:

In consideration of Eureka Gas granting credit and supplying goods to us, we do hereby jointly and severally guarantee the payment of all amounts payable to Eureka Gas by the Customer and it is agreed that this guarantee shall be continuing and shall not be in any way waived or affected by any time or indulgence granted by Eureka Gas to the Customer

For Doritec Pty Ltd: Signature:

Name

Date

Terms and Conditions: LPG Supply and Cylinder Hire Agreement Eureka Gas (Doritec Pty Ltd) A.B.N. 58 117 454 001

- 1.0 This agreement is for the supply of LPG and the hire of gas cylinders to the customer at the street address overleaf.
- 2.0 Eureka Gas retains title to all cylinders that it supplies to its customers. Risk associated with the use of the cylinders passes to the customer on delivery.
- 3.0 Title in the LPG in Eureka Gas cylinders remains with Eureka Gas until paid for in full by the customer, at which time title passes to the customer. Risk associated with the storage, handling and use of the gas passes to the customer on delivery.
- 4.0 In the event that loss or damage (including defacement) occurs to Eureka Gas cylinders in the customers possession, the extent of such loss or damage being determined by Eureka Gas, the customer agrees to reimburse Eureka Gas for repairs to the cylinders and if deemed necessary by Eureka Gas for the replacement cost of the cylinders. Defacement includes but is not limited to any labels, stencils, paint, inks, solvents etc. applied to the cylinder whilst in the customers' possession.
- 5.0 **The initial price of the LPG in the cylinders supplied by Eureka Gas or its agents is the price stated overleaf. The price has been calculated on the basis of information provided by the customer, including the amount of LPG required. If at any time during the course of this agreement the customer's actual requirements are less than the estimate on the face of this agreement Eureka Gas may amend its pricing to suit the customer's actual LPG requirements. Australian refiners currently amend the refinery gate price of LPG on a monthly basis. Subsequently Eureka Gas may, on a monthly basis, and at its discretion, amend the customers purchase price for LPG. In determining the extent of any price variation to be passed onto a customer, Eureka Gas may also take into account other prevailing factors affecting its supply to the customer, including but not limited to variations in Eureka Gas' costs.**
- 6.0 The customer will not use gas from other sources in the cylinders supplied by Eureka Gas, or in any other way misrepresent the Eureka Gas brand.
- 7.0 Cylinder hire is by payment of the hire fee stated overleaf, such fee being payable on each cylinder loaned to the customer.
- 8.0 Eureka Gas may adjust hire fees periodically to reflect increases in costs including but not limited to material, maintenance, or service delivery costs.
- 9.0 Changes to the customer's price will be communicated to the customer upon request or on the customers' next invoice.
- 10.0 Payment terms are stated overleaf.
- 11.0 Overdue accounts will be placed on hold. Accounts more than 30 days overdue will be subject to a monthly administration fee.
- 12.0 Credit card payments incur a processing charge (see over).
- 13.0 Rejected cheques incur a processing charge at the prevailing CBA rate.
- 14.0 Payment defaults (being payments which are overdue by at least 90 days) will be reported to Creditor watch. This may affect the customer's ability to access credit from other sources.
- 15.0 In the event that Eureka Gas is required to employ a debt collection agency or commence legal action to collect a debt from the customer, such costs will be added to the customer's account and the customer agrees to pay all such costs as are incurred.
- 16.0 Eureka Gas business days are 8.45 am to 4.45 pm Monday to Friday.
- 17.0 Eureka Gas provides free delivery into several suburbs of Melbourne on certain days (see list at www.eurekagas.com.au). Deliveries outside this are not generally available. If delivery is requested and arranged outside our normal delivery days for the customers location a fee will apply (see www.eurekagas.com.au). Deliveries outside our free delivery locations are by special arrangement and incur a delivery fee. The customer is solely responsible for maintaining an adequate stock of LPG and the customer indemnifies Eureka Gas against any loss resulting from running out of gas. Deliveries are deemed to have been completed if signed for by the customer OR the delivery driver.
- 18.0 The customer indemnifies and keeps Eureka Gas indemnified against any claims which may be brought against it, in respect of any loss or damage arising from any fault or defect in the gas cylinders, or the adjustment or repair thereof, or relevant to the gas, except where such loss or damage is caused by the negligence of Eureka Gas.
- 19.0 The customer will comply with all relevant state and federal regulations and undertakes and warrants that at its premises:
 1. The gas cylinders will not be used if known by the customer to require maintenance or repair.
 2. A faulty cylinder will be isolated in the open air and in a safe place by the customer until removed by Eureka Gas.
 3. The customer will allow only Eureka Gas to remove or exchange Eureka Gas cylinders.
 4. The customer will remove and isolate cylinders without delay if the supply of gas from them adversely affects the customer's equipment.
 5. No alteration, replacement, adjustment or repair to the cylinders will be carried out except by Eureka Gas.
 6. The customer will comply with current regulations regarding safe handling and storage of gas cylinders.
- 20.0 The customer agrees to give Eureka Gas 30 day's written notice of a change of address, change of entity name or type, significant changes to its share register, or any other changes to its business entity that would be notifiable to ASIC.
- 21.0 The customer agrees to provide 'all weather', unobstructed and structurally appropriate access for Eureka Gas delivery vehicles, and to reimburse Eureka Gas for the removal/repair of any Eureka Gas vehicle that becomes damaged or immobilised at its premises due to the customer's failure to provide the aforementioned.
- 22.0 **This is a rolling 36 month supply agreement commencing on the date of the first delivery of gas wherein the customer has consented to purchase LPG products and services exclusively from Eureka Gas. At its initial and every subsequent expiry date this supply agreement will roll over into a further 36 month supply agreement unless terminated in accordance with clause 23**
- 23.0 This agreement can be terminated by the customer after the first or any subsequent 36 month supply period by giving Eureka Gas notice in writing within 2 months of the expiry date.
- 24.0 In the absence of such notice this agreement shall continue to be effective until the next periodic expiry date
- 25.0 If this supply agreement is terminated by either party, supply of Eureka Gas product may at Eureka Gas discretion, continue until the expiry of the notice period and the customer agrees to pay for all such deliveries.
- 26.0 Within 7 days of the expiry of this agreement the customer will make available for collection all Eureka Gas cylinders, such collection to be made by Eureka Gas on a single occasion.
- 27.0 In the event that collection is not arranged by the customer as per clause 26, cylinder hire will be charged to the customer at a casual daily hire rate of \$10 per cylinder + GST, until such time as the cylinders are returned to Eureka Gas.
- 28.0 At any time after the end of the supply agreement, Eureka Gas may at its discretion treat any unreturned cylinders as lost and charge the customer for the full replacement cost (per clause 4).
- 29.0 Eureka Gas may at any time terminate this agreement without notice.
- 30.0 Eureka Gas will not be liable for any loss or damage in respect of, or relating to the customers storage, use, and handling of the gas cylinders and gas, and Eureka Gas hereby disclaims all implied conditions and warranties and all prior representations and statements in respect of or relating to the customers use of or handling of Eureka gas products.
- 31.0 In the event that the customer makes significant changes to its business entity (see clause 20) the customer will immediately pay in full its outstanding account with Eureka Gas. A request for and subsequent acceptance of goods by the changed or new entity will be deemed to be acceptance in full of Eureka Gas' terms and conditions for supply of goods.
- 32.0 The customer may have other rights implied by law, which cannot be excluded by this agreement. Nothing in this agreement shall limit the benefit of those conditions, warranties and rights. However, where under such a law Eureka Gas is permitted to limit its liability in respect of a breach of such implied conditions, warranties or rights, Eureka Gas hereby limits its liability to the fullest extent permissible under that law.
- 33.0 Any notice required to be given shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party herein given or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
- 34.0 Any clause or part of a clause, which may be invalid or unenforceable, shall be capable of being severed without affecting other clauses hereof.