



SUPPORT/SERVICE/CASH SALES APPLICATION FORM

Ultimate Positioning Group Pty Ltd ABN
SITECH Construction Systems Pty Ltd ABN
BuildingPoint Australia Pty Ltd ABN 77 165 100 327 and its related Bodies Corporate

Sales

Representative: _____

State you wish to trade in (tick) NSW QLD VIC/TAS SA/NT ACT

Transaction Type Please nominate the applicable transaction or combination

Equipment Purchase (cash for
keys)

Support

Service

Hire

SaaS

Software License

NB: Cash sales means the payment for the equipment or service is made up front prior to the goods being delivered

Section 1 - Applicants details (Enter all details relevant to your business)

Name (Company Name/Partnership/Sole Trader) ACN

Trust Name (if a Trust)

Trading as (Registered Business Name) ABN

Company Sole Proprietor Partnership Trustee Government/Statutory Authority

Nature of Business

Date of Company registration (dd/mm/yy)

Street address (not a PO Box)

State

Postcode

Postal address (if different)



State

Postcode

Telephone Number

Fax Number for invoices

Mobile Number

Email Address for Invoices

Section 2 - Partner, Sole Trader, Director or Trustee Details

	Names of Directors (if company), Partnership or Sole Trader	Residential Address	Date of Birth (dd/mm/yy)
1			
2			
3			
4			

Section 3 – Customer Account Terms and Conditions

1. Definitions and interpretation

Associated Entities has the same meaning as in the Corporations Act 2001.

Group Company means BuildingPoint Australia Pty Ltd ABN 77 165 100 327 or Related Body Corporate of BuildingPoint Australia Pty Ltd ABN 77 165 100 327 or Associated Entities and Ultimate Positioning Group ABN 12 135 812 903 or Related Body Corporate of Ultimate Positioning Group ABN 12 135 812 903 or Associated Entities and SITECH Construction Systems Pty Ltd ABN 52 135 939 507 or Related Body Corporate of SITECH Construction Systems Pty Ltd ABN 52 135 939 507 or Associated Entities.

Conditions means these Customer Account Terms and Conditions.

Customer means the party making this application for credit.

Goods means any goods supplied by the Supplier being Geospatial positioning equipment, drones, GPS devices, machine guidance devices, software and software licences or any other building or construction products and all related or ancillary goods.

Insolvency Event means, for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

New Entity means an entity that becomes a Related Body Corporate of BuildingPoint Australia Pty Ltd ABN 77 165 100327, Ultimate Positioning Group ABN 12 135 812 903, SITECH Construction Systems Pty Ltd ABN 52 135 939 507 or Associated Entities

Related Bodies Corporate has the same meaning as in the Corporations Act 2001.

Services means any and all services provided by the Supplier, including training services, software subscription services, data preparation services and all related or ancillary services.

Supplier means, in connection with the supply of any Goods or Services, the **Group Company** making the supply to Customer.

Supplier T&Cs means any terms and conditions of quotation and supply, however described, notified by the Supplier to the Customer (whether on an invoice, quote, through the Supplier's website, docket or otherwise), or supply agreement (however described) in the Supplier's standard form entered into in writing between the Supplier and Customer.

Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included

2. Structure of this document

- (a) These Conditions are intended to regulate key terms with the supply or loan of Goods or Services by Group Companies to the Customer.
- (b) The terms set out in Part A of these Conditions are incorporated by reference as part of the Supplier T&Cs. Those terms are legally binding between the Supplier and the Customer and should be read together with the Supplier T&Cs. To the extent of any inconsistency, the Supplier T&Cs (excluding the incorporated Part A of these Conditions) prevail over these Conditions.

PART A

3. Customer obligations

- (a) These Conditions apply if the Supplier:
 - (i) accepts any order for Goods or Services or both from the Customer; or
 - (ii) provides the Customer with loan equipment due to warranty repair, service or repair of the Customers equipment.
- (b) The Customer agrees that it must:
 - (i) pay (if applicable), without any deduction or setoff, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery or performance.
 - (ii) pay (if applicable) any stamp duty assessed on this document or fee to register or maintain any security interest held by the Supplier in respect of Goods or Services supplied to the Customer.
 - (iii) advise the Supplier in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay (if applicable) the price for all Goods or Services supplied.

4. Retention of title

The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment (if applicable) in full for or in connection with the supply of the relevant Goods has been received by the Supplier. Until payment (if applicable) in full has been received, the following terms apply.

5. Security interest

- (a) The retention of title arrangement described in clause 4 constitutes the grant of a purchase money security interest by the Customer in favour of the Supplier in respect of all present and after-acquired Goods supplied to the Customer by the Supplier.
- (b) The Customer must immediately, if requested by the Supplier, sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Supplier's purchase money security interest is a perfected security interest.
- (c) The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Supplier has perfected its purchase money security interest.
- (d) For any Goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the Goods:
 - (i) The Customer hereby waives any rights the Customer may otherwise have to receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135;
 - (ii) apply to a Court for an order concerning the removal of an accession under section 97;
 - (iii) object to a proposal of the Customer to purchase or retain any collateral under ss 130 and 135; and
 - (iv) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Supplier may have in Goods supplied to the Customer from time to time.
- (e) For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

6. Risk

Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at the Supplier's premises on collection of the Goods by the Customer, its employees, agent or contractors. If the Supplier has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by the Supplier or its agent.

7. Exclusion of implied terms

The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into Supplier T&Cs or in connection with the supply of any Goods or Services by the Supplier under law or statute or custom or international convention are excluded.

8. Limitation of liability

To the maximum extent permitted by law and subject to clauses 8 and 9, the Supplier's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions, the Supplier T&Cs, or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions, Supplier T&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:

- (a) the Supplier shall have no liability to the Customer for any Consequential Loss;
- (b) the Supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause 9 (b) do not apply to the extent that any Loss is directly attributable to:
 - (i) the personal injury or death caused by the Supplier's default, breach of these Conditions or the Supplier T&Cs or negligence; or
 - (ii) fraud by the Supplier.

Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

9. Limitation of liability under Australian Consumer Law Guarantees

To the extent that Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under ss 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities), is limited to, at the option of the Supplier, one or more of the following:

- (a) replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(d) equivalent goods; or

(e) the payment of the cost of having the goods repaired.

To the extent that Services supplied by the Supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of the Supplier:

(a) the supply of the Services again; or

(b) the payment of the cost of having the Services supplied again.

10. GST

If the Supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

Section 4 - Acknowledgement

Who must sign this Agreement on behalf of the Customer:

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then 2 Directors or a Director + Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership.

Authorised Representative: where a company or business has appointed an authorised representative, the authorised representative.

Where this is not possible please contact the Office nearest you.

The Customer agrees to be bound by the Account Terms and Conditions stated in this Agreement

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	

Witness Executed by Independent Witness

Print Name (in block letters)	
Position	
Signature	
Date	

Signatory

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