

KING-KONG CONCRETE PUMPING

BOOM & LINE CONCRETE PUMPING



Phone 0413 620 463 | Office 07 3272 0222 | Fax 07 3272 0111 | info@kingkongconcretepumping.com | PO Box 5038 Algester Qld 4115 | ABN 22 846 566 721

Customer Account Application

SECTION 1 – Customer* Details

Business Structure: Pty Ltd / Ltd Company Trustee Sole Trader Partnership

Company Name: _____

Trading Name: _____

ABN: _____ ACN: _____

Year Business Commenced: _____ Contracting / Building Licence No: _____

Contact Name: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____

Street Address: _____

Postal Address: _____

SECTION 2 – Credit Account Details

Payment Terms: 7 Days End of Month COD – Payment by Cheque or Cash on Site

Credit Limit Requested: \$ _____

Finance Charge: 4% per Month Finance Charge applies to overdue accounts

7 Days End of Month means Invoices are to be paid at the end of the month which they are dated, within 7 Days after the end of the month. Eg. Invoices dated January are to be paid within the first 7 days of February.

COD (Cash on Delivery) means payment is to be made on site at the completion of each job by either Cheque or Cash.

SECTION 3 – Trade / Credit References

1) Supplier Name: _____

Phone: _____ Fax: _____ Payment Terms: _____

2) Supplier Name: _____

Phone: _____ Fax: _____ Payment Terms: _____

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SECTION 5 – Credit Account Terms & Conditions

- 1) Terms of Account
 - a) Payment of your account must be made by the due date stated on each invoice.
 - b) The Customer must advise the Company in writing of any changes in its business structure as shown in this application within 2 business days of such change occurring. The person or entity, shown in the Company's records as the Customer, remains liable to the Company for services supplied until the Company has accepted a fresh credit application from the person or entity operating the new business structure.If you fail to observe either of the above terms, or you have made a misrepresentation to the Company or given information which is untrue, credit facilities may be withdrawn and all charges made to your account will become due immediately.
- 2) Overdue Accounts
 - a) Any amount not paid by the due date will at, the discretion of the Company, be subject to interest charged at the rate of 4% per month.
 - b) The Customer agrees to pay all legal costs, stamp duty where applicable, and any expenses incurred by the Company in connection with recovery of amounts overdue.
- 3) Terms & Conditions of Trading

Services will be supplied in accordance with the Company's then current Terms & Conditions of Trading as detailed on the invoice or as outlined in this credit application.

SECTION 6 – Terms & Conditions of Trading

- 1) The Company's obligation is to transfer concrete supplied at ground level by the Customer (which expression shall include its servants or agents) and to place the concrete at such parts of the site as the Customer requires and this shall be effected by pipeline from a portable pumping plant. The Company's obligation does not extend in any way to setting the concrete in position or finishing the surface thereof.
- 2) The Customer shall give the Company access to the site and shall supply the Company free of charge with such water and scaffolding as the Company may require for the use of its plant.
- 3) The Customer shall provide an appropriate area onsite for the purpose of washing out the concrete pumping plant upon completion of pumping. This area must not allow any leakage of slurry/water to roads, gutters or storm water drainage systems. The Customer accepts responsibility for all fines incurred for breaches of any environmental laws as a result of the provided wash out areas. If there is no appropriate wash out area provided onsite the pumping plant will be taken elsewhere, and an Off Site Washout Fee equivalent to one hour of hire of the relevant pumping plant will be added to the Customer's invoice.
- 4) The Company gives no warranty as to the capacity and performance of its plant and no conditions or warranties expressed orally or in writing or implied by law and no representation or statements are binding on the Company unless set out in writing in these terms of trading. In the event of any failing or breakdown of the plant the Company shall be under no liability to the Customer whatsoever either in respect of loss of time, concrete or other materials, extra costs to the Customer arising in any way therefrom or otherwise.
- 5) All prices quoted are based on the current cost of production (materials, working hours and wages) and are subject to amendment by the Company on or after acceptance to meet any rise or fall in such cost and any variation will be to the Customer's account.
- 6) If the order is cancelled later than 5.00pm on the day before the work is due to be commenced the Customer shall be liable to pay the Company liquidated damages calculated as a 2 Hour Minimum Charge in respect of each pumping plant cancelled provided that this amount shall be increased to a 3 Hour Minimum Charge, plus 1 Hour Travel Charge in respect of each pumping plant if the Company's plant operators have arrived at the site whether or not the Company has commenced installation of any pipeline. The Company and the Customer acknowledge that the sums abovementioned have been agreed upon as a genuine pre-estimate of the damages that would be suffered by the company in the events abovementioned.
- 7) The Company accepts no responsibility for the slump strength quality or suitability of the concrete pumped by it notwithstanding that water and/or other materials has been introduced by servants and/or agents of the Company and/or any other person to the concrete mix pumped and whether authorised by the Customer or otherwise. No responsibility is accepted by the Company for delays attributable to unsuitable concrete mixed.
- 8) The Company shall not be liable for any loss or damage to property belonging to the Customer nor for any injuries (including death) to the Customer or other Person notwithstanding that such injury or loss or damage was caused by the negligence of the Company, its servants or agents. The Company shall not be liable for any loss or damage including injury, delay, loss of any nature arising out of or incidental to the work for which it was engaged or which may occur at any time after such work has been performed whether due or alleged to be negligence on the part of the Company, its servants or agents or not and whether the cause of the loss or damage is known or unknown to the Company, its servants or agents.
- 9) Without prejudice to the foregoing conditions any liability of the Company arising out of or incidental to the work for which it was engaged shall be limited in amount to the price quoted or charged by the Company in respect of such work.
- 10) The Customer agrees to indemnify and to keep indemnified the Company in respect of all actions, suits, claims, demands, costs or expenses of whatsoever description that may be made against or claimed from the Company arising out of or incidental to these terms of trading or the work or manner, whether negligent or not, in which the work is carried out or otherwise howsoever.
- 11) If the Customer makes any default in respect of these conditions of trading, has execution levied against him, becomes bankrupt or enters or attempts to enter into any composition or arrangement with his creditors or being a Company has an execution levied against it or enters into liquidation whether compulsory or voluntary the Company may, as its options, suspend or cancel the work and recover the loss consequent upon such suspension or cancellation.
- 12) The Customer will be bound by these conditions of trading notwithstanding any provisions to the contrary or different effect which may be contained in any other conditions of trading whatsoever and no provision in any such conditions of trading shall be effective to displace, modify or otherwise affect these conditions whether such conditions of trading have been entered into before or after the date hereof.
- 13) These conditions of trading shall take effect and be constructed in all respects in accordance with the laws of the State of Queensland.
- 14) Our Company's trading terms are 7 DAYS END OF MONTH for approved credit Customers. Invoices are to be paid at the end of the month of which they were incurred for approved credit Customers, otherwise the Customer shall pay cash on completion of pumping provided always that the Company may charge interest to the account of the Customer in default of this provision at the rate of 4% per month until the account shall have been discharged by the Customer and such interest accrued shall be deemed by the parties hereto as being payable to the Company on demand in addition to the total invoice price agreed to by the Customer and the account of the Customer shall remain undischarged until both the total invoice price and the accrued interest thereon shall have been paid always excepting and without prejudice to the Company taking such action for recovery at any time as it shall think fit.
- 15) The verbal or written booking of pumping plant made by the Customer or the return of a Customer Credit Application is deemed as acceptance of the above Terms & Conditions of Trading.