



Marriott Tree Equipment Pty Ltd T/As

Tree Care Machinery

ABN 98 003 113 791
9-11 Fitzgerald Rd Laverton North Vic 3026

Phone: 1800 681 733

Web: www.treecaremach.com.au

Bank Details:

Account Details: Marriott Tree Equipment Pty Ltd
BSB: 062 252 Account Number: 10085097 Bank: CBA

Customer
Hepburn Shire Council PO Box 21 DAYLESFORD VIC 3460

Deliver To
Hepburn Shire Council PO Box 21 DAYLESFORD VIC 3460

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Type R Tax Invoice
Pay Charge
Run
Inv No. 5695L

Note
Customer Pick Up Attn: Scott Davies M: 0458026637

Specials

Customer A/C	P/O Number	Tax Number	Salesman	Pick Details	Ship Via	Date	Time	Phone	Batch O/T	Run Desc
92151	PU038564		NM			11 AUG 2025	13:31	0353482306		

Line No	Location	Part Number	Description	Quantity				Unit List	Unit Net	GST Code		Total
				Ordered	B.O.	Supplied						
1	F104	BA912300147	Knife 990 12X 12XPC	4		4		114.09	114.09	10.00%		456.36
2	B103	BA900490020	Bolt 5/8"" x 2"" UNC Drum Knives	16		16		2.73	2.73	10.00%		43.68
3	B103	BA900490132	Washer 5/8"" Drum Knives	16		16		1.32	1.32	10.00%		21.12

CONDITIONS OF SALE:

In accordance with the terms of the credit application, all goods remain the property of Marriott Tree Equipment Pty Ltd until all goods are paid for in full.

RETURN OF GOODS:

- Under no circumstances can CREDIT be considered unless the original INVOICE NUMBER and DATE OF SUPPLY accompanies the goods.
- For UNDAMAGED goods returned WITHIN 30 DAYS from the date of the invoice a 15% HANDLING CHARGE WILL APPLY.
- For goods returned after 30 days from the date of the invoice, NO CREDIT WILL APPLY.
- A credit will not be allowed on any item having an invoiced value of \$10.00 or less.
- A credit will not be allowed on electrical goods, electronic goods, non-stock items, reworked items or goods ordered at your request.

PAYMENT:

Account Details: Marriott Tree Equipment Pty Ltd

BSB: 062 252 Account Number: 10085097 Bank: CBA

Note: Credit card facilities available, transaction fees may apply.

Total Includes GST				
Sub-Total			GST	TOTAL
521.16			52.12	573.28

Please sign here.....Please Print Name.....

TERMS OF BUSINESS (“TOB”)

In these TOB, the Customer is the person/persons or the company, particulars of whom or which are described as the “Customer” in the credit application form (“CAF”) provided by the Customer to TCM and the guarantors are the guarantors referred to in the same CAF.

This agreement

The Customer, the Guarantor and TCM in doing business with each other agree to be bound by these TOB.

Ordering Parts

1 The Customer may order parts directly from TCM, personally by provision of a purchase order or on-line (the “parts order”). A parts order may only be varied, added to or cancelled within 2 business days of the date the parts order is provided to TCM, and upon expiry of those 2 business days the Customer is deemed to have confirmed the parts order. 1.2. The cost of the parts sold by TCM to the Customer shall be in accordance with the current TCM price list or in accordance with a quotation given by TCM to the Customer. 1.3. TCM may require the Customer upon receipt of a parts order to pay a deposit (the “parts deposit”). 1.4. TCM is not required to, nor will it order the parts, if a parts deposit is required to be paid by the Customer, unless and until the parts deposit is paid. 1.5. The supply date set out in any order is indicative only, and is not meant to bind TCM to delivery by that date. Delivery will be made by TCM to the Customer to the address set out on the parts order. 1.6. The Customer must inspect the parts upon delivery or supply. If the parts are faulty, or there is a shortfall in delivery, the Customer must inform TCM within 2 business days of delivery, or the parts will be deemed fit for purpose and without shortfall. 1.7. The insurance risk in the parts passes to the Customer upon the parts leaving the premises of TCM.

Trading terms

2 TCM will grant terms of trade to a Customer, only in writing, at the absolute discretion of TCM, which may be withdrawn without notice. Where the Customer is granted terms of trade in writing by TCM, the Customer will comply with those terms. 2.2. In respect of all payments to be made in accordance with the terms of trade, payments must be made such that they are cleared funds into the bank account of TCM on or before the date required for payment, and in this regard time shall be of the essence. 2.3. The terms of trade are in default if an invoice is not paid by the Customer to TCM for period in excess of 30 days from the date the invoice is required to be paid. The Customer must not exceed the credit limit as set out in the CAF, and if the Customer does so the Customer is in default (“default”). 2.4. Where a Customer is in default, immediately upon such default terms of trade are withdrawn and the whole of what is owed by the Customer to TCM, in accordance with those terms and any moneys due to TCM but not payable to TCM at the time of that default for goods and/or services supplied by TCM at the time of the default, (the “debt”) shall become payable to TCM immediately upon that default. 2.5. TCM considers an account inactive if no order has been made by a Customer to TCM for a period of 12 months, at which time the credit limit will be cancelled and the terms of trade withdrawn. 2.6. When the Customer is in default, all deliveries and provision of any further credit to the Customer will cease. 2.7. Interest shall be payable by the Customer calculated upon the debt as being the principal at an interest rate of 9% per annum, calculated on annual rests, such interest to commence on the date of default. 2.8. If the Customer pays TCM by credit card (and in this regard AMEX and Diners Club are not accepted by TCM as a means of payment), TCM reserves the right to charge a credit card handling fee for effecting payment by this method at a rate of up to 1.5%. 2.9 The Customer shall be responsible to TCM for payment for any costs occasioned in collecting any moneys owed by the Customer to TCM, including the costs of a debt collection agency, Court fees, legal fees, enforcement costs and the like. 2.10 TCM may terminate terms of payment to the Customer at any time by giving written notice to the Customer of its intention to do so, without giving reason. 2.11. The Customer will advise TCM as to any changes in information about the Customer’s business, ownership of the business or method or methods of operation of the business that are required of the Customer in the CAF, and will do so within 7 days of the change occurring. The Customer and the guarantor will remain responsible for payment of the total cost unless and until such notice is received. 2.12. Advice given to TCM of any change in directorship of a company Customer shall not release a guarantor of the guarantors’ obligations to TCM, unless TCM, in writing, so releases such guarantor.

Retention of title

3 The goods supplied by TCM to the Customer remain the property of TCM until the price has been paid by the Customer to TCM. 3.2. Where the goods come into possession of the Customer, however the whole or part of the price for those goods remains unpaid to TCM by the Customer, the Customer must: 3.2.1. insure the goods for loss, damage or theft noting the interest of TCM in those goods; 3.2.2 keep the goods in the possession of the Customer and in good repair and condition; 3.2.3. not sell the goods other than in the normal course of the business of the Customer; and 3.2.4 upon the goods being sold retain the funds generated from that sale in a trust account, in trust for TCM. 3.3 Here the customer consents to TCM registering an interest in the goods in accordance with the Personal Property Security Register, whilst ever the Customer owes whole or the part of those goods to TCM.

Guarantee

4 In signing the CAF the directors and secretary of a Customer, here guarantee and indemnify TCM in respect of the obligations that the Customer has to TCM, in accordance with the TOB, and in this regard where there is more than one director and/or secretary/guarantor, they provide the guarantee, jointly and/or severally. 4.2 Where the Customer is in default, TCM may make a claim in respect of that default against the Customer, any guarantor or group of guarantors to the exclusion of the Customer or any one or group of other guarantors. 4.3 The guarantee is not merged nor released should the Customer divest itself or assign of itself its right, title and interest in the business the subject of the CAF, or that the director and/or secretary, after signing the CAF, have ceased to be a director and/or secretary of the Customer, or have ceased to have an interest in the business owned and operated by the Customer.

Dispute resolution

5 If either part to these TOB have a dispute with the other party, that party may and must within 7 days of being aware of the dispute, serve a written notice on the other party setting out particulars of the dispute and what that party requires of the other to satisfy the dispute (the “dispute notice”). 5.2 Upon receipt of the dispute notice the other party may comply with the notice by undertaking what is necessary to satisfy the dispute, or serve upon the party serving the dispute notice a notice contesting the dispute notice (the “response notice”). 5.3 Either party may, and must, within 7 days of service of the response notice, provide a copy of the dispute notice and the response notice to a recognized and qualified professional mediator, with a request that the mediator call a mutually convenient meeting of the parties with a view to attempting to mediate a resolution to the dispute. 5.4 The parties must attend the mediation and with good intention attempt to resolve the dispute. 5.5 The parties must not commence proceedings one against the other in any Court or Tribunal in respect of the dispute unless and until the mediation has taken place and the mediator has certified that the mediation has been unsuccessful. 5.6 The parties will contribute equally to the cost of the mediation and the mediator.

Governing law

6 The law of New South Wales applies to the agreement between TCM and its Customer. 6.1 Should TCM or the Customer commence legal proceedings against the other in respect of any matter, manner or thing arising directly or indirectly out of the commercial relationship between the Customer and TCM as reflected in these TOB and the CAF, then those proceedings must be commenced in a Court that has registry in the central business district of Sydney and in that registry, and the parties agree that notwithstanding any right to do so, the proceedings will continue to completion in that registry of that Court.

Incurring Daily Storage Fees

7 If the part/s is not picked up within 5 workings days of it be ordered and or paid then the purchaser is liable to pay \$50 per day after the 5 working day period.

Signature.....