

mental Hospitality Laser Environment  
Heat Treatment Automotive  
Laser Package Chemicals Hospitality  
Refrigeration & Air Conditioning  
Metals Safety LPG Medical  
Scientific Welding and Cutting Industrial  
Automotive Laser  
Metals Scientific Chemicals  
Refrigeration & Air Conditioning Laser  
Scientific Medical  
LPG  
Safety Metals  
Welding and Cutting  
Automotive  
Medical Hospitality  
Chemicals Heat Treatment



**ACCOUNT APPLICATION FORM**  
for a BOC trading account

# Application For BOC Trading Account

Welcome to BOC. Thank you for opening an account with us.

To ensure we have all the information to provide you with your gas, equipment and safety requirements, please fill in the details below. BOC can open a cash account immediately for you through a Gas & Gear or a BOC Partner. For Credit Accounts your account will be opened within 3 working days. We hope you enjoy trading with us for years to come.

## PURPOSE OF APPLICATION (Please tick)

- New Customers – Business: Complete all sections except 4. Private: Complete all sections except 2 and 4 (if not applicable).  
 Existing Customers applying for credit – Account No.       Business: Complete 1, 2, 8 & 10. Private: Complete 1, 8 & 10.  
 Existing Customers notifying change or additional site – Account No.       Please complete relevant sections and section 10.

The Applicant named below hereby applies to establish a BOC Trading Account with BOC Limited (ABN 95 000 029 729).

OFFICE USE ONLY		
BOC Account No:	BOC Agent or Rep Name:	VEDA No:
<input type="text"/>	<input type="text"/>	<input type="text"/>

## I. YOUR DETAILS

An original proof of identification must be provided and a copy attached to this application. (Photo I.D. e.g. driver's licence or passport).

First Name  Surname   
 Date of Birth   /   /    Driver's Licence State    Driver's Licence No.

## 2. BUSINESS DETAILS (if applicable)

Business Type:  Ltd Company  Sole Trader  Government  Partnership  Club/Trust  Other (please specify)

Registered Business Name   
 Trading Name (if applicable)  ABN            
 Your Position in Company  ACN

Licences are required to order some medical and refrigeration gases (only complete if applicable).

Licensee First Name:  Surname:   
 Medical Gas:  Doctor  Dentist  Vet  Aged Care  Facilities  Other Services Professional Registration Identifier   
 Refrigerants:  Yes Refrigerant Trading Authorisation

## 3. CONTACT DETAILS

Street Address (required) Number & Street:   
 Suburb:  State    Postcode

Postal Address (if different) Street/PO Box:   
 Suburb:  State    Postcode

Landline (   )          Mobile            Fax (   )

Email

## 4. HEALTHCARE CUSTOMERS – ADDITIONAL DETAILS (if applicable)

Customer Type:  Home Oxygen  Sleep Equipment (CPAP) Patient Medicare No

Contact Details of:  Next of Kin  Power of Attorney Relationship

First Name  Surname   
 Landline (   )          Mobile

## 5. DELIVERY AND ACCESS

Order your gas before 5pm and equipment before 3pm, Monday to Friday for next business day delivery (some geographic and channel restrictions apply).  
 In an emergency, BOC do offer a 24 hour emergency delivery (geographic restrictions and charges apply).

Truck Access:  Large  Small Customer Forklift:  Yes  No  
 Goods Receiving Opening Times   
 Special Delivery Instructions eg. road weight limits, site induction

**6. CONTAINER SERVICE OPTIONS**

Please choose your default option for your container service charge. (Tick One)

- Select 1 **Pay monthly.** For high volume gas users and Healthcare customers.
- Select 3 **Pay quarterly & save 2%.** Easy payment option for everyone.
- Select 12 **Pay annually & save 5%.** Ideal for steady cylinder holdings.
- Select 36 **Pay 3 years in advance & save 10%.** Ideal for constant cylinder holdings.

**Notes:** 1. The Select 12 and 36 payment options are not suitable if your cylinder holdings change regularly. 2. If some or all of the cylinders are returned before the nominated fixed period expires, no pro-rata credit is provided. 3. This does not apply to bulk vessels. 4. All savings quoted are compared to paying Select 1.

**7. TRANSFER OF BOC ASSETS FROM ANOTHER BOC ACCOUNT** (if applicable)

Please fill in the details below, if you have taken possession of any BOC cylinders.

I took possession of the BOC gas cylinders on Date

 /  / 

Transfer from BOC Account Name

From Account Number

Gas (refer to cylinder label)

Gas Code

Size

10 Digit Barcode

Gas (refer to cylinder label)	Gas Code	Size	10 Digit Barcode
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**8. APPLICATION FOR CREDIT**To apply for credit with BOC please tick 'Yes'  Yes  No

Estimated Monthly Spend

 \$

Subject to credit approval, BOC will forward a monthly invoice to you for payment

**9. DIRECT DEBIT AUTHORITY** (Bank accounts only – No Credit Cards)

Financial Institution

Branch

Account Name/s

BSB No

Account No

**FREQUENCY OF DEBIT**

I/We request that you debit my/our account in accordance with my/our statement.

Direct debit is due on the 21st of the month. No part payments.

Month of first direct debit

 / 
**AUTHORISATION**

I/We (authorised person/s)

of BOC Account Number

(existing customers only)

Authorise:

a) BOC Limited (User ID 068258) to arrange funds to be debited from my/our account at the financial institution identified above and through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force until 30 days written notice to terminate the request is received by BOC.

b) The Financial Institution to release information allowing the Debit User to verify the above mentioned account details.

Authorised Signature

Date

 /  / 

Authorised Signature

Date

 /  / 
**10. DECLARATION** This BOC Trading Account Application will not be processed without the Applicant's signature.

The Applicant warrants that the information provided in and in support of this Application is true and correct and that the signatory or signatories to this Application are authorised to sign this Application on behalf of the Applicant.

BOC is authorised to make all enquiries it deems necessary to investigate the Applicant's financial status including enquiry with the Applicant's bankers, credit providers and any credit reporting agency (collectively "the Sources"). The Sources are authorised to disclose to BOC information concerning the Applicant which is within their possession and requested by BOC. BOC is authorised to disclose any information in its possession concerning the Applicant to the Sources.

The Applicant acknowledges and agrees that all purchases of goods and services under the BOC Trading Account will be subject to BOC's General Terms and Conditions of Supply (a copy of which is attached to and incorporated in this Application).

Full Name

Date

 /  / 

Signature

## BOC – GENERAL TERMS AND CONDITIONS OF SUPPLY

### 1. APPLICATION

- a) These terms and conditions apply to all supplies of goods and services by BOC to the Customer.
- b) No variation or waiver of these terms and conditions and no terms and conditions put forward by the Customer or printed on the Customer's purchase order to BOC for the supply of goods or services will have any effect unless expressly agreed in writing by both parties.
- c) These terms and conditions supersede all previous negotiations and conditions, whether oral or written.
- d) These terms and conditions supersede and override any earlier set of terms and conditions issued by BOC.
- e) Headings are for convenience only and do not affect interpretation.
- f) If any provision of this Terms and Conditions is found to be illegal, invalid or unenforceable, that provision may, at BOC's option, be read down to the extent necessary and reasonable in all the circumstances to give it a valid operation of partial character. If any provision can not be so read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.
- g) All warranties, releases, exclusions of liability and indemnities will remain valid and binding following termination.
- h) In interpreting any agreement between BOC and the Customer no rules of construction shall apply to the disadvantage of BOC on the basis that BOC put forward the agreement, or any part thereof.

### 2. INVOICING AND PAYMENT

- a) In addition to charges for gas BOC will charge a periodic service charge, charged per period, or part thereof, for each gas container or piece of equipment held by the Customer as shown in BOC's records.
- b) The service charges for gas containers and equipment allows BOC to provide services including, but not limited to:
  - maintaining and repairing gas containers and equipment (including the repair, re-conditioning and maintenance of any ancillary equipment attached to it);
  - painting the gas containers and equipment in accordance with the applicable laws;
  - labelling the gas containers and equipment as required by law;
  - periodic testing of the gas containers and equipment as required by law;
  - making gas containers available for Customers (as agreed) and maintaining premises for this purpose;
  - scrapping of faulty or defective gas containers;
  - research into the gas delivery devices;
  - inspecting the gas cylinders prior to filling; and
  - collection of empty gas cylinders when full replacement cylinders are delivered.
- c) The Customer must pay all charges within 14 days of invoice date.
- d) If payment is agreed to be made by direct debit, payment must be made in full by the Customer's bankers on presentation to them by BOC of invoice information. This will occur on the 21st day of the month following the month of invoicing. If you choose this payment method and are not on monthly invoicing then notwithstanding clause 2(c) you will have until that day to pay all invoices.
- e) The Customer must notify BOC immediately of any error on an invoice.
- f) BOC's preferred method of payment is by direct debit. If you do not use this method, BOC may charge an administration fee for the extra cost of processing.
- g) Except where goods delivered are not in accordance with Customer's order, or BOC's selling specification, or are defective, the return of goods for credit is at the absolute discretion of BOC. Where credits are granted they may be subject to charges for handling or testing. Special gas mixtures cannot be returned for credit and if any order is cancelled by you a cancellation fee may apply. Medical gases cannot be returned for credit.
- h) If any payment is overdue BOC may stop the delivery of goods or provision of services to the Customer and payment will become immediately due for all goods and services supplied under any contract with the Customer.

- i) If any amounts are overdue the Customer must pay charges and interest in accordance with BOC's then current rates.
- j) For the purpose of this provision:
  - (i) "GST" means GST within the meaning of the GST Act, "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended); and expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act;
  - (ii) Except where express provision is made to the contrary the consideration payable by the Customer to BOC represents that value of any taxable supply for which payment is to be made;
  - (iii) If BOC makes a taxable supply to the Customer for a consideration, which under the above sub-clause represents its value, then the Customer must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- k) If at any time BOC's costs change due to government action or to a change in the law BOC reserves the right to adjust prices to take account of such change in its costs.
- l) If BOC suffers a significant and unexpected cost increase it may for a reasonable time period apply a surcharge. For example, significant and unexpected increases in the cost of fuel, power, feedstock or distribution.
- m) Payment of a service charge invoice will be conclusive (subject to 2(n) below) as to the Customer's holding of BOC equipment and gas containers as shown on that invoice.
- n) If any transaction or notification by the Customer indicates a BOC equipment and gas container holding greater than recorded, BOC may amend its records and charge the Customer service charge accordingly.
- o) BOC will have the right to enter the Customer's premises to audit, inspect and maintain BOC equipment and gas containers upon reasonable notice.

### 3. LIABILITY AND EXCLUSIONS

- a) Nothing in any agreement between BOC and the Customer excludes, restricts or modifies any terms, conditions or warranties or BOC's liability for them which are imposed or implied by any statute, including but not limited to the Trade Practices Act, 1974 (Cwth) and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that BOC may legally do so.
- b) BOC's liability for all kinds of loss or damage suffered by the Customer in the context of a supply of goods and services (or an agreement to make such a supply) from BOC to the Customer, irrespective of whether such liability arises in or is claimed on the basis of BOC's breach of contract, breach of a term, warranty, or condition implied by statute, negligence or other tort, or breach of any statutory or equitable duty, and whether the act or omission of BOC is wilful or otherwise, is excluded and/or limited (as the case may be) as set below:
  - (i) BOC's liability for personal injury or death is excluded except to the extent that such injury or death is caused by BOC's negligence, in which case BOC accepts unlimited liability;
  - (ii) BOC's liability for damage to or loss of property is excluded except to the extent that such loss of damage was directly caused by a breach of contract or BOC's negligence in connection with the performance of a contract, in which case BOC accepts liability to a maximum of \$1 million per event or series of causally connected events;
  - (iii) BOC's liability for loss incurred in respect of the goods and/or services themselves supplied (or agreed to be supplied) by BOC to the Customer shall be limited to:
    - A. in the case of goods, at BOC's option,
      - the replacement of the goods or the supply of equivalent goods;
      - the repair of the goods;
      - the payment of the cost of replacing the goods or of acquiring equivalent goods;
      - the payment of the cost of having the goods repaired; and
    - B. in the case of services, at BOC's option,
      - supplying the services again; or
      - paying the cost of having the services supplied again.

- (iv) BOC's liability for indirect loss, economic loss, consequential loss, loss of profit and loss of business opportunity is excluded.
- c) If the supply of goods and services is a supply to which Division 2 of Part V of the Trade Practices Act 1974 (Cwth) applies (conditions and warranties in consumer transactions) and the goods or services supplied are not of a kind ordinarily acquired for personal domestic or household use or consumption, BOC's liability for a breach of a condition or warranty implied by that legislation (other than section 69) is limited in the manner set out in paragraph b)(iii)A.
- d) The Customer indemnifies BOC against any loss, damage or claims arising from BOC's presence on the Customer's site except to the extent caused by the negligence of BOC.
- e) If BOC's performance of any contract obligation by its normal means is prevented or delayed due to any cause beyond BOC's reasonable control that contract obligation will be suspended during the period BOC is affected by such cause.

### 4. THE CUSTOMER WILL:

The Customer will:

- a) provide free of charge adequate and safe access to the Customer's premises, information and facilities (including labour for loading and unloading of goods, and utilities supply) for BOC to carry out its duties and rights under any agreement with the Customer;
- b) ensure that all works and materials for which the Customer is responsible comply with industry standards and all legal and statutory requirements and with any specifications provided by BOC;
- c) obtain all necessary consents and comply with all legal obligations in connection with installation or use of any goods supplied or BOC equipment and gas containers provided to the Customer, or work done on the Customer's site;
- d) insure BOC equipment and gas containers to their full replacement cost against loss, damage and destruction;
- e) not obliterate, remove or deface identification marks or notices on BOC equipment and gas containers;
- f) return all BOC equipment and gas containers in a clean and serviceable condition;
- g) pay the cost of restoring BOC equipment and gas containers to a clean and serviceable condition, and pay the new replacement cost if any BOC equipment or gas container is lost or damaged beyond repair;
- h) not mortgage, pledge, sell, lend or part with possession of BOC equipment and gas containers;
- i) not disclose any of the technology contained in BOC equipment or made available to the Customer, nor infringe BOC's rights in such technology;
- j) notify BOC in writing if the Customer intends to sell its business, with such notice being provided not less than twenty one (21) days before any such sale takes place;
- k) notify BOC in writing as soon as reasonably practicable after the Customer becomes aware of any defect in goods or services supplied by BOC, any alleged breach of contract on the part of BOC, any negligence or other tort on the part of BOC or any breach of statutory duty by BOC. The Customer acknowledges and agrees that prompt notification may enable BOC to mitigate the loss or damage suffered by the Customer as a result of the alleged act or omission or to assist the Customer in doing so. Prompt notification may also enable BOC to identify defective goods and services and prevent other customers from suffering loss or injury.

### 5. DELIVERY/COLLECTION

- a) The Customer acknowledges that collection of gas containers from a BOC site or agent will be at its own risk and that it is responsible for handling and transporting the load safely, training the driver on the hazards of the goods and compliance with all relevant legislation.
- b) BOC's weights, records and measurements will be accepted as prima facie evidence of the quantities of goods delivered to the Customer. Subject to condition 2(n) BOC's delivery/collection note will be conclusive evidence as to the goods delivered.
- c) Failure by BOC to deliver or perform by any time specified will not entitle the Customer to terminate any agreement or make any claim against BOC.

- d) If full delivery cannot be made due to the Customer's act or omission BOC may charge for abortive journeys or part deliveries.
- e) BOC may suspend deliveries of gas if the gas storage or handling equipment or process equipment is considered by BOC not to be safe.
- f) BOC will supply gas into Customer owned gas containers and storage vessels considered suitable by BOC ONLY by special arrangement with the Customer. Such supply is subject to gas container and storage vessel examination and testing when necessary in accordance with BOC procedures and applicable statutory requirements at the Customer's cost.
- g) BOC will have the right to charge a fee for the collection of empty gas cylinders.

#### 6. BOC EQUIPMENT

- a) Except as allowed under 6(b) the Customer will not refill or allow the refilling of BOC gas containers or let them be used otherwise than for storage, transport or use of gas placed in them by BOC.
- b) If BOC is unable to supply bulk/liquid gas, the Customer may use a BOC storage vessel for handling equivalent gas obtained from another source, provided that the Customer notifies BOC in advance. BOC will have no liability whatever in relation to any such supply, and the Customer will indemnify BOC against all claims, costs, expenses or liabilities resulting from such supply.
- c) BOC equipment will comply with any technical specifications provided by BOC. BOC does not warrant that the equipment is suitable for your intended use or process. If BOC warrants any particular performance levels any claim for failure to meet those levels in any period is limited to a proportional reduction in the service charge for that period.
- d) BOC will maintain BOC owned equipment and gas containers in accordance with BOC procedures and current safety requirements. If this requires interruption of supply this will, whenever possible, be by arrangement with the Customer.
- e) Service charges are payable from delivery, or from the date of completion where BOC installation is provided.
- f) BOC may maintain its equipment by a program of regular maintenance undertaken during normal business hours. If regular maintenance is carried out outside of normal business hours at the request of the Customer then the Customer will incur an additional standard charge for this service.
- g) BOC may maintain a non-regular maintenance function to support its equipment from time to time. Any non-regular maintenance will see the Customer incur an additional standard charge for this service except to the extent that BOC caused the need for the non-regular maintenance.
- h) The Customer will comply with any manual (or other instructions) provided, and will not otherwise adjust, repair or interfere with BOC equipment. If the Customer does not comply with this clause then BOC may charge the Customer for additional service parts and/or maintenance and repair charges as appropriate.

#### 7. TITLE AND RISK

- a) All goods sold remain the property of BOC until the Customer has paid for them and has paid all other outstanding amounts due and payable to BOC.
- b) BOC equipment and gas containers remain at all times the absolute property of BOC and are supplied for the Customer's sole use.
- c) The Customer will have no rights over any other property of BOC or its contractors brought onto the Customer's site.
- d) The risk in goods sold or supplied passes to the Customer upon delivery or collection.

#### 8. BREACH AND TERMINATION

- a) If the Customer (being an individual) commits any act of bankruptcy or (being a partnership) any of the partners commits any act of bankruptcy, or (being a company), has a receiver, administrator (or similar) appointed or goes into liquidation, or if the Customer commits any breach of any provision of any agreement with BOC then BOC may by written notice to the Customer either:
  - terminate the agreement breached or any part, or
  - suspend performance of all or any of its obligations, and at any time during such suspension terminate the agreement breached or any part.
- b) Termination will be without prejudice to any accrued rights of either party.
- c) On suspension or termination BOC may recover possession of any goods belonging to it (and, where relevant, possession and title to any of the Customer's gas in BOC equipment or gas containers at no charge to BOC), and the Customer irrevocably authorises BOC to enter its premises for this purpose.
- d) On termination under any circumstances the Customer must pay BOC's charges for the costs of removal of BOC equipment and gas containers.
- e) On termination by BOC under condition 8(a) or by the Customer without giving the required notice the Customer must pay by way of liquidated damages a sum equal to service charges for 6 months.

#### 9. PRIVACY ACT

- a) The Customer agrees that BOC may obtain from and provide to third parties information about the Customer's credit worthiness and payment record.
  - b) The Customer agrees that BOC may use any personal information held on the Customer for any purpose.
  - c) BOC advises the Customer that any personal information is generally collected for the primary purposes of:
    - maintaining customer records
    - delivery
    - supply of goods and services
    - account keeping
    - invoicing
    - debt collection
    - locating and/or retrieving BOC equipment and gas containers
    - credit reference checks
    - credit listing
- and for the secondary purposes of:
- marketing activities
  - marketing planning
  - product development
  - customer and market research
  - product recalls

- d) A Customer's personal information may be disclosed to BOC's agents, distributors, contractors and related entities, to facilitate the primary and secondary purposes mentioned above, or as otherwise required by law.
- e) BOC's treatment of personal information will be in accordance with the BOC Privacy Policy. A copy of the BOC Privacy Policy can be obtained from BOC's website, [www.boc.com.au](http://www.boc.com.au), or by calling 131 262. The BOC Privacy Policy details how you can gain access to the personal information BOC may hold on you.

#### 10. E-COMMERCE

If you purchase goods and services from BOC through any BOC website or other e-commerce process, then (without limiting the foregoing) the following terms and conditions also apply:

- a) You will ensure that you safeguard your password and agree that you will be bound by purchases made by any person using your password.
- b) Unless you advise us otherwise, on each occasion when you place an order you are instructing BOC to process that order (including payment for that order) in accordance with the details which you have registered with BOC most recently.
- c) All orders must be accompanied by payment using credit cards or charge cards accepted by BOC or by using your BOC account. Acceptance by BOC of your order is subject to authorisation of the transaction by your credit or charge card's issuer/manager (if you use a credit card or charge card to place your order) and your account being in terms. If for any reason your credit or charge card is not accepted or authorised as required then BOC will notify you, at which time you may be able to make alternative arrangements for payment.
- d) BOC and its suppliers have endeavoured to ensure that all sites and access points are secure; however, BOC accepts no liability for any misuse of information transmitted to or from these sites and/or access points by a party who is not a BOC employee.
- e) You consent to the use of cookies by BOC through its website, and other e-commerce processes.
- f) If you are granted access to BOC documents, process, information, calculators or materials ("Information") you are granted a non-exclusive, non-transferable, limited license to access, download and use such Information for your internal purposes only. You may not, without BOC's express prior written permission:
  - (i) modify the materials or use them for any commercial purpose or any public display, sale or rental;
  - (ii) remove any of BOC's copyright or other proprietary notices from the materials;
  - (iii) sell or transfer the materials to any other party. We may terminate this license at any time if you violate any of the terms hereof and, upon any such termination, you agree to immediately destroy any materials in your possession or control. Also you agree to indemnify, defend and hold us harmless from any claims, damages, losses, costs and expenses, including legal fees which we, BOC employees, agents or representatives may incur as a result of your use or dissemination of any materials in violation of any term or condition of your agreement with BOC.
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Environ

Hospitality

Refrigeration & Air Conditi

Safety

LPG

Medica

Welding and Cutting

Industrial

Scientific

Chemical



Laser



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