



Application for Electronic Trading (Web) Access User Id and Password.  
Please fax back to **1300 272 546**

Customer Name

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Salgo Account No

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User First Name

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User Surname

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Users Email Address

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The password for this user will be emailed to the email address above.

This user is authorized to place orders on behalf of the following

Customer Name

Salgo Account No

Customer Name	Salgo Account No
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I have read and agreed to the Electronic Trading Terms and Conditions\* and authorize the above user to have access to the Salgo website to conduct Electronic Trading in accordance with the Electronic Trading Terms and Conditions\*.

Name

Signature

Date

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\* See over

In this agreement:

<b>Application</b>	means the electronic system that Salgo provide the Customer access to, that allows the Customer to
Electronically	Trade with Salgo.
<b>Customer</b>	means any person or entity conducting any Electronic Trading with Salgo.
<b>Customer Logins and Password</b>	means the user identification codes and passwords issued by Salgo in response to a request from a Customer.
<b>Document</b>	means any documents which Salgo may agree to accept from time to time through the Application.
<b>Electronic Trading</b>	refers to any method of trading, which employs electronic means, whether in ordering any service, accessing any information or lodging or registering any documents.
<b>Recipient</b>	means the relevant business area of Salgo that is able to receive Electronic Trading.
<b>Salgo</b>	means Steven Salgo (Sales) Pty Ltd ABN 26 001 775 828 of 118 Denison Street, Hillsdale, NSW, 2036.
<b>Salgo Business Hours</b>	08:30 – 17:30 AEST Monday through Friday, excluding those public holidays gazetted by the NSW Government.
<b>Salgo Standard Terms and Conditions of Trading</b>	means the Standard Terms and Conditions of Trading Agreement as documented on <a href="http://www.salgo.com.au">www.salgo.com.au</a> and as printed
<b>Trading</b>	in the Salgo Catalogue Volume 2 as amended from time to time.

### 1. Context and Scope

These Terms and Conditions are in addition to and supplement the Salgo Standard Terms and Conditions of Trading and apply to any Electronic Trading that the Customer may conduct with Salgo. This agreement does not prevent the Customer from trading by other means.

### 2. Deemed Receipt of Documents

Any Documents transmitted by Electronic Trading initiated by the Customer shall be deemed received when it is accessible to Salgo. Any Electronic Trading initiated by the Customer, outside of Salgo Business Hours, will be deemed to be accessible by Salgo at the opening time of the next working day after the Customer initiated any Electronic Trading.

### 3. Customer Obligations

The Customer acknowledges and agrees that they are solely responsible for the accuracy of all data entered by the Customer in any Electronic Trading and entered into the Application.

The Customer must comply with all applicable laws in connection with its use of the Application including publishing, accessing and transmitting data. The Customer must not use the Application to publish or transmit obscene, profane, lewd, vulgar or rude material; to knowingly distribute false information about a person or organisation; or to harass, intimidate, threaten or annoy others.

The Customer has full responsibility for the management and security of its Customer Logins and Passwords. The Customer shall keep secure its Customer Logins and Passwords and any other access and identification codes used by the parties. The Customer is solely responsible for notifying Salgo when it requires Customer Logins and Passwords to be removed, changed, suspended or otherwise disabled.

The Customer is responsible for implementing security procedures to prevent unauthorised access to the Application. The Customer acknowledges and agrees that they will be solely liable for any and all costs associated with the placement and fulfillment of all orders entered into the Application using the Customer Logins and Password.

The Customer acknowledges and agrees that in the event of any security breach, the use of the Application may be suspended without notice, until security has been re-established to the satisfaction of the Salgo.

### 4. Systems Operation

Salgo shall advise the Customer of the minimum equipment and software requirements necessary to access the Application. Salgo may at its discretion upon not less than 7 days notice alter any minimum equipment and software requirements to access the Application.

Salgo shall not be responsible for the provision or supply of any equipment or software necessary for the Customer to access and operate the Application, nor for any maintenance, training or support in respect of the Customer's equipment or software.

### 5. Disclaimer

The Customer agrees that its use of the Application is entirely at its own risk. All Applications are provided on an "as is" basis, and without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied warranties of merchantability or fitness for a particular purpose, all of which are hereby fully disclaimed to the fullest extent of the law.

### 6. Liability

The Customer releases Salgo, its officers, agents and employees for any and all loss, damage, claim, cost or expense which may be sustained from:

- any delay, omission or error in the electronic transmission or receipt of data pursuant to this agreement;
- any error or omission of data in paper format as a result of electronic transmission.

The Customer indemnifies and must keep Salgo, its officers, agents and employees indemnified from and against:

- all damages, costs, expenses, loss and damage which Salgo, its officers, agents and employees may sustain; and
- all actions, proceedings, claims and demands whatsoever which may be brought or made against Salgo, its agents and employees by any persons in respect of or arising out of the circumstances set out in the preceding paragraph. This clause (6) shall survive the termination of this agreement.

### 7. Termination

Either party may terminate this agreement by giving the other not less than 7 days written notice.

### 8. Notices

Any notice or communication shall be deemed to have been given or served:

- by personal delivery, effective at the time of delivery;
- by facsimile or e-mail, effective at the time of transmission, if transmitted during working hours of the recipient; or
- by registered mail, effective three (3) working days after the day on which the document was posted.

The address for service of all notices shall be the address/facsimile number/email last notified to Salgo by the Customer.

### 9. Force Majeure

In this Clause Force Majeure means any cause not reasonably within the control of the party claiming force majeure including, but not limited to failure of public utilities including telephone services, accident, fires, explosion, flood, storms and other damage caused by the elements, strikes, governmental action and acts of God.

If either party is unable (wholly or in part) by Force Majeure to carry out its obligations under this agreement (other than an obligation to pay an amount of money) then the obligations of the affected party in so far as they are subject to Force Majeure shall be suspended during but no longer than the continuance of the Force Majeure.

### 10. General Terms and Conditions

- This agreement is personal to the Customer and may not be assigned by it.
- Salgo may, by giving the Customer not less than 1 weeks notice (whether in writing or electronically), amend the terms and conditions of this document.
- Any waiver of a breach of this agreement by a party is only effective if evidenced in writing.
- This agreement is governed by the laws of New South Wales, and the parties submit to the jurisdiction of the Courts of that State and those competent to hear appeals.
- Any warranties and representations made by either party prior to the execution of this agreement are to the fullest extent permitted by law excluded from the operation of this agreement.

**Steven Salgo Sales Pty Ltd**

**P.O. Box 462**

**Matraville NSW 2036**

**Tel: 1300 172 546 Fax: 1300 272 546**

**Email: [sales@salgo.com.au](mailto:sales@salgo.com.au)**

**[www.salgo.com.au](http://www.salgo.com.au)**