

# EVERLAST AUTOMOTIVE SPARES P/L

ABN 72 142 116 176 ACN 142 116 176

U5/19 AERO RD INGLEBURN NSW 2565

ADMIN Phone 9605 9027 Fax 9605 4895

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## APPLICATION FOR 30 DAY CREDIT ACCOUNT

TRADING NAME

ABN :

POSTAL ADDRESS :

BUSINESS ADDRESS :

TELEPHONE NUMBER :

FAX NUMBER:

IS BUSINESS A

1. COMPANY (PUBLIC/PRIVATE)

2. REGISTERED BUSINESS NAME

PLEASE

3. SOLE TRADER

TICK

4. PARTNERSHIP

IF COMPANY PLEASE LIST NAMES, ADDRESSES & T/PHONE NUMBER OF ALL DIRECTORS.

1.

2.

REGISTERED OFFICE

HOW LONG IN BUSINESS

IF BUSINESS NAME, SOLE TRADER OR PARTNERSHIP, LIST NAMES ADDRESSES & T/PHONE NUMBER OF ALL PARTNERS

1.

2.

STATE TYPE OF BUSINESS:

HAVE ANY DIRECTORS OR PARTNERS EVER BEEN DECLARED BANKRUPT OR ENTERED INTO ANY AGREEMENT UNDER THE BANKRUPTCY ACT.

NAME AND ADDRESS OF BANK AND NUMBER (S) OF BANK ACCOUNTS

DETAILS OF ANY CHARGES OVER ASSETS OF COMPANY DIRECTORS OR PROPRIETORS:

ASSET	VALUE	TYPE OF CHARGE	AMOUNT OF CHARGES
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TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE NUMBER
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1.

2.

3.

(WE THE UNDERSIGNED GIVE PERMISSION TO CONTACT THE ABOVE FOR CREDIT REFERENCES.)

DIRECTORS NAME

DATE

SIGNATURE

DIRECTORS NAME

DATE

SIGNATURE

**TERMS OF TRADING AGREEMENT**

**THE AGREEMENT**

1. The Customer hereby warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the person's signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the Customer receives such notice in writing from the Supplier any goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
5. The parties agree that in the event of the Supplier prior to approving credit grant to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any terms of this Agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.
6. In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply-
  - (a) Payment of all accounts is required by due date, being the end of the month following the month of purchase
  - (b) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of the demand and the Supplier shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the due date to the date of actual payment.
  - (c) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency / solicitor and in any event the commission is not to exceed 18% of the debt value
  - (d) The Supplier shall be entitled to without notice to terminate any credit agreement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
  - (e) The Supplier shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.
7. The Customer hereby acknowledges that the goods supplied by the Supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and conditions of this Agreement. In the event of the Customer defaulting in any of the terms of this Agreement including the payment of any monies due under this Agreement, then the Supplier shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby authorises and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods
8. The signatories to this Agreement do hereby jointly and severally guarantee payment of the Customer's account to the Suppliers. This guarantee will be a continuing guarantee unless notification is made to and agreed by the Supplier in writing.
9. Change of Ownership-Registered particulars-The Customer shall no later than 14 days prior to any proposed Change of Ownership-change in Registered Particulars notify the supplier of the proposed Change, Alteration or addition to the customers internal structure and shall provide full details of the proposed change alteration or addition to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intending change alteration or addition.
10. The Customer hereby charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon being required so do by the Supplier to enter into a mortgage to be prepared by the suppliers solicitors of the terms and conditions as the suppliers solicitor shall think fit to secure any sum due hereunder and the Customer further agrees and permits and authorises the supplier to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the agreement.
11. For the purpose of this document the word "GOODS" shall mean, all goods and chattels, and all charges for work and labor done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature, associated with the supply and manufacture, construction, repair of the goods supplied to the customer and all the terms and conditions of this agreement shall relate to any charge herein before mentioned imposed by the supplier the the customer.
12. The signatories to this agreement authorise the Supplier to conduct credit enquiries on them, any businesses which they may be a proprietor or partner of, and any company which they may be the director of.;
  - (a) If the supplier considers it relevant to assess the application for commercial credit then the Customer and signatories to this agreement agree to the Supplier obtaining a report about their Personal Activities or Personal Credit worthiness from a business that provides information about the Personal credit worthiness of persons.
  - (b) The Customer agrees that the Supplier may give to and seek from any credit providers named in a credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Customers' credit arrangements. The Customer understands that this information can include any information about the Customers credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
  - (c) If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to the Customer, the signatories to this Agreement and the Customer agree to the Supplier receiving from a Credit reporting agency a credit report containing commercial and personal information about them in relation to collecting overdue payments.
  - (d) Under Section 18E (8) (c) of the Privacy Act 1988 the Supplier is allowed to give a credit reporting agency personal information about the Customer's credit application. The information, which may be given to an agency, is covered by Section 18E(1) of the Act.
  - (e) The signatories to this agreement agree that the Supplier may seek from a Credit Reporting Agency a Credit Report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided to the Customer named in this application. The signatories agree that if the Supplier approves the Customer's application for credit, this agreement remains in force until the Customers liability with the Supplier ceases.
  - (f) If the Supplier approves the Customer's Application for credit this agreement remains in force until the credit facility covered by the borrowers application ceases.
  - (g) The Customer and signatories to this agreement having read the above clauses 12(a), 12(b), 12(c), 12(d), 12(e) & 12 (f), pertaining to the requirements of the Privacy Act 1988 hereby agree to them and consent to be bound by them.

**DIRECTORS NAME**

**DATE**

**SIGNATURE**

**DIRECTORS NAME**

**DATE**

**SIGNATURE**

**/WE UNDERSTAND THAT BY SIGNING THIS APPLICATION FOR CREDIT THAT I/WE SHALL BE REQUIRED TO HONOUR MY/OUR OBLIGATION TO PAY EVERLAST AUTOMOTIVE SPARES P/L. WITHIN THE TERMS AND CONDITIONS AS SET OUT ON EACH INVOICE FOR GOODS AND SERVICES AUTHORISED BY ME/US/OUR COMPANY TO BE CHARGES TO MY/OUR ACCOUNT, IN CONSIDERATION OF YOU ACCEPTING MY/OUR CREDIT. THIS AGREEMENT IS ALSO GUARANTEDD PERSONALLY BY THE UNDERSIGNED AND BY MY/OUR SIGNATURE. I/WE AGREE TO BE BOUND BY THE SAME TERMS AND CONDITIONS AS THE APPLICANT.**

**DIRECTORS NAME**

**DATE**

**SIGNATURE**

**DIRECTORS NAME**

**DATE**

**SIGNATURE**

**WITNESS NAME**

**ADDRESS**

**SIGNATURE**

**DATE**