

APPLICATION FOR CREDIT

FULL NAME OF COMPANY: _____

TRADING NAME: _____

A.C.N: _____

A.B.N: _____

Postal Address

Street / Road _____

Town / City _____

State _____ Postcode _____

Delivery Address

Street / Road _____

Town / City _____

State _____ Postcode _____

Accounts Contact: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Document Delivery

Please send my statements and credit notes via FAX / EMAIL

Fax No / Email: _____

DIRECTORS/PROPRIETORS NAMES AND ADDRESSES

1:Name: _____

Address: _____

Phone: _____

Date of Birth: _____ Drivers licence No: _____

2:Name: _____

Address: _____

Phone: _____

Date of Birth: _____ Drivers licence No: _____

3:Name: _____

Address: _____

Phone: _____

Date of Birth: _____ Drivers licence No: _____

HISTORY

Date Business Commenced / Taken Over : _____

Do You Own Or Lease These Premises: _____

Is The Business Run By a Trading Trust _____

If Yes Name: _____

Address: _____

CREDIT DETAILS

Bank: _____ Branch: _____

Credit limit required. \$1000 \$5000 \$10,000 \$15,000 \$20,000 Other: _____

TRADE REFERENCES

1:Name: _____ Fax: _____ Ph: _____

2:Name: _____ Fax: _____ Ph: _____

3:Name: _____ Fax: _____ Ph: _____

4:Name: _____ Fax: _____ Ph: _____

STATEMENT BY APPLICANT(S) FOR CREDIT

PLEASE READ CAREFULLY BEFORE SIGNING (WHERE MORE THAN ONE APPLICANT/EACH APPLICANT TO SIGN)

1: ACCESS TO CONSUMER CREDIT INFORMATION FOR A COMMERCIAL CREDIT APPLICATION (SECTION 18K(1)(B) PRIVACY ACT 1988) AS PART OF ITS NORMAL CREDIT ASSESSMENT PROCEDURES. I/WE CONSENT TO ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD. OBTAINING A CREDIT REPORT ABOUT ME/US.

2: EXCHANGING INFORMATION WITH OTHER CREDIT PROVIDERS(SECTION 18N (1)(B) PRIVACY ACT 1988) I/WE AGREE TO ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD SYSTEMS OBTAINING INFORMATION ABOUT ME/US FROM OTHER CREDIT PROVIDERS WHOSE NAMES I/WE MAY HAVE PROVIDED OR THAT MAY BE NAMED IN A CREDIT REPORT; FOR THE PURPOSE OF ASSESSING MY/OUR APPLICATION FOR COMMERCIAL CREDIT.

3: I/WE AGREE THAT ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD MAY OBTAIN A CONSUMER CREDIT REPORT ABOUT ME/US FROM A CREDIT REPORTING AGENCY FOR THE PURPOSE OF COLLECTING OVERDUE PAYMENTS RELATING TO COMMERCIAL CREDIT OWED BY ME/US.

I/WE THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO COMPLY WITH THE CONDITIONS OF SALE WHICH ARE ATTACHED AND TO ADVISE THE COMPANY OF ANY CHANGE OF OWNERSHIP OR ADDRESS. IMMEDIATELY AND FURTHER I/WE HAVE AUTHORITY FROM THE COMPANY TO COMPLETE THIS FORM.

Signed: _____

Signed: _____

Position: _____

Position: _____

Date: _____

Date: _____

Signed: _____

Position: _____

Date: _____

CONDITIONS OF SALE

The purchaser acknowledges that the goods sold and delivered on this invoice are subject to the conditions listed below and that the purchaser has read them and agrees to be bound by them.

1. Title and ownership of the goods sold and described herein shall not pass to the purchaser but shall remain the property of Advanced Automotive Australia Pty Ltd until the purchaser has paid in full, the purchase price set out herein.
2. Payment Terms.
 - a. Terms are strictly Nett 30 Days. Overdue accounts may have credit suspended without further notice,
 - b. Accounts not paid by the due date will be considered a breach of these conditions of sale.
3. Prices
 - a. The prices set out herein are recommended prices only and there is no obligation to comply with the recommendation.
 - b. Prices are subject to change without notice.
4. Returns
 - a. No returns will be accepted without prior notice in writing, quoting invoice number and reason.
 - b. All returns must be accompanied by the Advanced Automotive Australia Pty Ltd returns document, this can be downloaded at www.advancedauto.com.au/returned.pdf
 - c. Goods returned within 14 days of supply may be given full credit.
 - d. Goods returned after 14 days of supply but within 60 days of supply will be subject to a handling fee of 15%
 - e. No goods will be accepted for return after 60 days.
 - f. No goods will be accepted for return that are non stock lines and are specially procured.
 - g. Please choose carefully, we do not accept returns if you simply change your mind or make a wrong decision.
5. Shortages
 - a. Claims due to short supply will only be recognised if made within 5 working days of date of invoice. Original invoice must be quoted.
6. Warranties
 - a. All warranty claims must be referred direct to the manufacturer, Advanced Automotive Australia Pty Ltd. as a distributor cannot adjudicate on behalf of the manufacturer.
 - b. Proof of purchase in the form of invoice or, when on sold a sales receipt is a requirement of all manufacturers.

I acknowledge that I have read and agree to the conditions of sale of Advanced Automotive Australia PTY LTD.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Important to Note:

As a part of your application for credit, the Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent witnesses (not Spouses or Family Members). Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

To: **ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD** and to each related body corporate of **ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD** or its assigns hereas known as the "Supplier".

I the undersigned have requested the Supplier to:

Supply..... trading as(the customer)
Business or Company Name Trading Name and/or Trust Name

With Goods on credit. Should the supplier elect to do so, then:

1. I will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which it might incur as a result of any

default by the Customer or arising under the Guarantee.

2. I will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for Goods supplied by the Supplier to the customer from time to time.

3. Both my Indemnity and my Guarantee are continuing security and will not be affected (whether or not I have notice of the following matters)

(a) If the Supplier:

Grants any extension of time or other indulgence to the Customer.

Refuses further credit to the customer.

Varies the terms of the Customer's account, or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity.)

(b) By the release of any of the Guarantors or if this Guarantee is unenforceable against any one or more of the Guarantors.

(c) If any payments by the Customer is later voided by Law.

4. I agree that each application for credit made by the Customer to any related body corporate of the supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to the related body corporate.

5. This Guarantee and indemnity extends to credit given to the customer in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier.

6. This Guarantee may be withdrawn by the Guarantor, only at the expiry of fourteen (14) days from the day on which written notice of a withdrawal is actually received at the Supplier's registered office by Advanced Automotives principal legal officer or credit manager, but will continue in force in respect of all debt incurred up to the date of withdrawal.

7. I agree that before providing credit to the Customer, the Supplier may seek from a credit agency a credit report containing personal information about me to assist in deciding whether to accept me as a Guarantor for the Customer.

8. In this Guarantee:

"Goods" includes services and "Supplier" means ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD and each related body of ADVANCED AUTOMOTIVE AUSTRALIA PTY LTD and its assigns from whom Goods are purchased, Singular words include the plural and vice versa. Where there is more than one Guarantor, they will be bound jointly and severally. "Related body corporate" has the same meaning as that given to that expression in the Corporations Act 2001. "Guarantee" means this personal Guarantee and Indemnity Agreement. "Property" means all property owned by the Guarantor now or in the future, solely or jointly.

9. The Guarantor hereby agrees to charge all their equitable interest in freehold or leasehold property. The Guarantor agrees to deliver to the Supplier, within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that the interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q860000, registered at the office of the Registrar General in Sydney. If the charge created by this clause is or becomes void or unenforceable, it may be severed from this agreement without any validity; and the Guarantor will not be exonerated in whole or part. Nor will the Supplier's rights, remedies or recourse against the Guarantor or any other Guarantor in any way be prejudiced or adversely affected by such severance.

CREDIT ACCOUNT TERMS AND CONDITIONS:

The terms and conditions set out in this form will apply to credit extended by Advanced Automotive Australia P/L, and any of its related bodies corporate (as defined by the Corporate Act 2001) or assigns, and your signed application will be evidence of your agreement to that effect.

- "Goods" includes services.
- "Supplier" means Advanced Automotive Australia Pty Ltd or any of its related bodies corporate (as defined by the Corporations Act 2001) or assign from whom the goods are purchased.
- "Customer" means the party making the application for credit.
- "Property: means all property owned by the Customer now or in the future, solely or jointly.

1. TERMS OF ACCOUNT:

(a) Payment of your account must be made by this date, which will be advised to you if your application is successful.

(b) The Customer must advise the Supplier in writing of any changes in its business structures as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier 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 Supplier or given information which is untrue, credit facilities may be withdrawn and all the 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 Supplier, be subject to interest charged at 1.5% above the overdraft and applicable to amounts in excess of \$100,000 as charged by the Bendigo Bank Limited and calculated on monthly balances.
- (b)** The customer agrees to pay all legal costs, stamp duty where applicable, and any expenses incurred by the Supplier with recovery of amounts overdue.
- (c)** The customer agrees to charge all their equitable interest in freehold or leasehold property. The Customer to deliver to the Supplier within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q86000, registered at the office of the Registrar General in Sydney.

3. TERMS AND CONDITIONS:

Goods will be supplied on the Supplier's then current terms and conditions of sale as detailed on the invoice or docket for Goods supplied, with any alterations as may be notified to the Customer at point of sale.

Terms of Trade require settlement "Net" 30 days from the date of statement and any overdue balances are subject to an interest charge of 2% per month.

4. TITLE TO GOODS

Unless the Supplier specifies otherwise in writing, all Goods sold to the Customer will remain the property of the Supplier until the full purchase price is paid to the Supplier. The Supplier will have the right to retake possession of Goods, which have not been paid for, in accordance with the Suppliers terms of payment. If prior to transfer of title, the Customer sells the Goods or uses the Goods in some manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods in trust, for the Supplier.

5. PRIVACY DISCLOSURES AND CONSENT

I consent and authorise the Supplier:

- (a)** To obtain information about my personal commercial credit worthiness from my bank or any trade reference disclosed in this document or any credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee.
- (b)** To use, disclose or exchange with other credit providers information about my personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness and collect overdue accounts.
- (c)** The customer agrees to charge all their equitable interest in freehold or leasehold property. The Customer to deliver to the Supplier within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q86000, registered at the office of the Registrar General in Sydney.

CERTIFICATE OF GUARANTEE EXECUTED AS DEED

AGREEMENT TO TERMS OF THE PERSONAL GUARANTEE AND INDEMNITY:

By signing below as a Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee & Indemnity Agreement and I understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the Privacy Act 1988, as detailed in Clause 5 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee & Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

Signing the Personal Guarantee and Indemnity All Directors, Sole Traders, Business Partners and any other Guarantors. Complete and sign below as Guarantors in the presence of independent Witnesses (not spouses or family members) Spouses of all Directors, Sole Traders, and Business Partners are requested to sign below as Guarantors in the presence of independent Witnesses.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

Signature of Guarantor	Signature of Guarantor
Print Name of Guarantor	Print Name of Guarantor
Print Residential Address of Guarantor in the presence of	Print Residential Address of Guarantor in the presence of
Witness Signature	Witness Signature
Print Name of Witness	Print Name of Witness
Print Residential Address of Witness	Print Residential Address of Witness
Date	Date

Payment Options

Please select you preferred payment option from the list below.

- Cheque - Made payable to Advanced Automotive Australia Pty Ltd
- Direct Deposit - Bendigo Bank
- BSB: 633-000
- Account: 129392916
- Credit Card - Number _____ Exp __ / __
- Name on card _____
- Type of card Visa MasterCard
- Please charge my credit card on the 15th of each month

Office Use Only

- Trade reference checked
- Credit history checked
- Account setup
- Discounts entered
- Document delivery setup
- Customer added to sales database
- Approval letter sent
- Freight code set

Approved By
Date