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**APPLICATION FOR TRADING ACCOUNT WITH  
ENGINE IMPORTS PTY LTD ACN 010 144 528 T/A ENGINE AUSTRALIA**

The Applicant hereby applies for a credit account with Engine Australia incidental to its proposed acquisition of goods and/or services from Engine Australia from time to time. Full details of the Applicant and its request are as follows:

**PART ONE**

**APPLICANT CONTACT INFORMATION**

Entity Name:

Trading Name:

Please Tick Business Type: Sole Proprietorship  Partnership  Corporation  Other

Industry Classification/Type of Business:

Country Established:

ABN:

ACN:

Postal Address:

City:

State:

Postcode:

Country:

Phone:

Fax:

Email:

Business Residential Address:

City:

State:

Postcode:

Country:

Phone:

Fax:

Email:

Primary Delivery Address:

City:

State:

Postcode:

Country:

Preferred Statement Delivery: Mail  Email  Fax

Preferred Freight Company Name:

Account Number:

Name each individual, company or entity carrying on the business (full details to be provided at Part 7):

Identity 1:

Identity 2:

Identity 3:

Identity 4:

Identity 5:

Identity 6:

**PRIMARY CONTACTS**

**Principal Contact**

Phone:

Fax:

Email:

**Accounts Payable**

Phone:

Fax:

Email:

**Purchasing Manager**

Phone:

Fax:

Email:

**Sales Manager**

Phone:

Fax:

Email:

**PART TWO**

**TRADE (NOT PERSONAL) REFERENCES**  
(Please do not include fuel suppliers)

1. Reference Name:

Address:

City:	State:	Post Code:	Country:
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Phone:	Fax:	Email:
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Type of Account:

2. Reference Name:

Address:

City:	State:	Post Code:	Country:
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Phone:	Fax:	Email:
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Type of Account:

3. Reference Name:

Address:

City:	State:	Post Code:	Country:
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Phone:	Fax:	Email:
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Type of Account:

**PART THREE**

**ACKNOWLEDGMENT AND CONFIRMATION OF TRADING TERMS**

By signing this Application, the Applicant:

1. confirms that the information provided in this Application is true and correct;
2. agrees to promptly notify Engine Australia of any material change in the said information from time to time; and
3. acknowledges that it has read and agrees to Engine Australia's usual trading terms appearing hereunder.

**ENGINE AUSTRALIA'S USUAL TRADING TERMS**

1. Every contract between the Applicant customer ("the Customer") and Engine Imports Pty Ltd ACN 010 144 528 trading as Engine Australia ("Engine Australia") is subject only to the terms of Engine Australia's quotation, and no variation of those terms is binding on Engine Australia unless it agrees to it in writing.
2. The Customer must pay Engine Australia 30 days after the end of month purchase. Time will be of the essence in this regard. Engine Australia may however at any time, and without giving any reason, immediately withdraw the Customer's credit account approval status either permanently or in respect of any individual transaction/s as Engine Australia requires. If that happens, the Customer must pay on such terms as Engine Australia then requires and that may require payment before collection, delivery and/or installation.
3. Payment will be by cash, EFTPOS, credit card (Visa and MasterCard), direct deposit or bank cheque or as Engine Australia otherwise directs. Non-bank cheques will not constitute payment until cleared and paid in full. If paying by Visa or MasterCard, for amounts older than 30 days from EOM, Engine Australia reserves the right to charge the Customer a processing fee of 1.5% which will be added to the transaction value.
4. Engine Australia reserves the right to charge the Customer interest at the rate of 15% per annum on any amounts more than 90 days overdue. Interest accrues daily until those amounts are paid and is payable without further demand.
5. A certificate signed by Engine Australia's Managing Director or Credit Controller or other authorised officer setting out details of the goods supplied and delivered and/or the amount the Customer owes Engine Australia from time to time will be prima facie evidence of those matters.
6. No warranty is given or taken that the parts supplied are as described in the relevant supplier's catalogue. If any goods and/or services supplied by Engine Australia are defective or unsatisfactory in any way, Engine Australia's total liability to the Customer and any other party claiming through the Customer will be limited to the reasonable cost of replacement or repair of the parts. Further, Engine Australia will in no circumstances be liable for any consequential loss or damage the Customer may suffer. The Customer will ensure that any of its terms of trade with any other party likewise limit Engine Australia's liability. (For further information, refer to Engine Australia's Warranty Statement)
7. The Customer will give Engine Australia notice within thirty (30) days of first becoming aware of any problem with the goods or services supplied which could give rise to a claim of any kind against Engine Australia. Failure to do so will excuse Engine Australia from any liability in respect thereof.
8. Notwithstanding any advised or estimated date for delivery, time will not be of the essence in respect thereof. Further, no warranty is given or taken as to the date for delivery unless Engine Australia has specifically agreed in writing to the contrary.
9. Title to the goods will pass on payment in full of the purchase price and not before (even if they have been delivered and/or installed).
10. If Engine Australia becomes entitled to recover the goods, its servants and agents are hereby authorised to enter any premises on which they may be stored to recover them.

11. The price does not include freight or insurance. Engine Australia will arrange delivery for the Customer unless other arrangements are made. Further, upon Engine Australia dispatching the goods, they will be deemed delivered to the Customer. The Customer must arrange its own transit insurance.
12. The Customer agrees to give an equitable mortgage over any and all property owned by the Customer (including real property) to the extent of any money owed to Engine Australia.
13. This Agreement will be governed by the laws of Australia only and the Australian courts will have exclusive jurisdiction incidental hereto.
14. If the Customer includes a company, then the Customer must arrange for the signing of guarantees in the terms following by such Officers and/or members as Engine Australia requires. Further, by signing this Application the signatory personally guarantees the performance of the Customer under this Agreement.
15. The terms and conditions on which a credit account may be granted and operated are subject to change without notice.
16. Any changes of address, change of trading name or company name and contact details must be advised to Engine Australia in writing immediately.
17. Goods which are damaged or lost in transit (or delivered later than expected) will not be resupplied, replaced or repaired free of charge by Engine Australia regardless of circumstances.
18. All credit returns must be in original packing condition or a purchasable standard and accompanied by the relevant invoice number, date of purchase and reason for return. Credit returns should be sent back to Engine Australia via a method that allows the consignment to be traced. Faulty or incorrectly supplied parts, and parts returned within 30 days, will be fully credited. Parts returned after 30 days from invoice date will attract a 10% handling charge. Parts returned after 60 days from invoice date WILL NOT BE CREDITED WITHOUT PRIOR APPROVAL. Freight on all credit returns must be prepaid. Special procurement items are not returnable for credit.
19. It is the responsibility of the Customer to check the suitability of the parts for the desired application. No responsibility whatsoever is accepted for the fitment of incorrect parts. The onus is clearly with the fitter/Customer to ensure the parts supplied are correct for the particular job. Any damage to parts or consequential damage or cost resulting from the fitment of incorrect parts is totally the responsibility of the fitter/Customer. Parts should not be used for any purpose other than for the purpose for which they were manufactured.

#### **PART FOUR**

##### *PRIVACY ACT MATTERS*

##### NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E of the *Privacy Act*, Engine Australia is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

1. identifying particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3));
2. the fact that you have applied for credit and the amount;
3. the fact the credit provider is a current credit provider to you;
4. payments which become overdue more than 60 days and for which collection action has commenced;
5. advice that payments are no long overdue;
6. cheques drawn by you which have been dishonoured more than once;
7. in specified circumstances, that in the opinion of the credit provider you have committed a serious credit infringement;
8. the credit provided to you by the credit provider has been paid or otherwise discharged.

##### AGREEMENT THAT THE CREDIT PROVIDER MAY SEEK CONSUMER CREDIT INFORMATION SECTION 18K(1)(b) *PRIVACY ACT 1988*

If Engine Australia considers it relevant to assessing the Applicant's Application for commercial credit, the Applicant agrees to Engine Australia obtaining from a credit report, personal credit information about it in relation to commercial credit by Engine Australia.

##### AGREEMENT THAT THE CREDIT PROVIDER MAY USE A CREDIT REPORT ABOUT THE APPLICANT FOR COLLECTING OVERDUE PAYMENTS SECTION 18K(1)(H) *PRIVACY ACT 1988*

If Engine Australia considers it relevant to collecting overdue payments in respect of commercial credit provided to the Applicant, the Applicant agree to Engine Australia receiving from a credit reporting agency a credit report containing personal information about it in relation to collecting overdue payments.

##### AGREEMENT TO THE CREDIT PROVIDER SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT THE APPLICANT'S CREDIT WORTHINESS SECTION 18N(1)(B) *PRIVACY ACT 1988*

The Applicant agrees that Engine Australia may give to and seek from any credit providers named in this Application, and credit providers that may be named in a credit report issued by a credit reporting agency, information about its credit arrangements. The Applicant understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give and receive from each other under the *Privacy Act*.

By signing this Application, the Applicant acknowledges that it has read and understands this Notice of Disclosure.

#### **PART FIVE**

##### GUARANTEE REQUIREMENTS

If the Applicant is or includes a company, the Guarantee at Part Eight of this Application must be signed by each Director of the Company. The Applicant also acknowledges the requirement of Term 16 of Engine Australia's Usual Trading Terms and agrees to arrange for the signing of Guarantees in those terms by such other officers and/or members of the Company as Engine Australia reasonably requires from time to time.

**PART SIX**

The Applicant hereby applies for a trading account with Engine Australia on the terms and conditions herein set out.  
SIGNED BY OR FOR AND ON BEHALF OF ALL PROPRIETORS/DIRECTORS OF THE APPLICANT

Signature of Applicant:

Date:

Print Name:

Position:

**PART SEVEN**

APPLICANT'S FULL DETAILS

**Individual 1**

Full Name:

Phone:

(H)

(W)

(M)

Fax:

Email:

**Individual 2**

Full Name:

Phone:

(H)

(W)

(M)

Fax:

Email:

**Private companies carrying on a business**

Full Name of Company:

Registered Office:

ACN:

ABN:

Director/s Full Name/s:

Identity of Principal Shareholder/s:

**Private companies carrying on a business**

Full Name of Company:

Registered Office:

ACN:

ABN:

Director/s Full Name/s:

Identity of Principal Shareholder/s:

Does any party identified in this Part act as trustee of any Trust?     YES     NO

If YES, what is the name of the Trust?

Do the Trust terms authorise the opening of trading accounts of this nature?     YES     NO

Is the Trust a Fixed Trust or a Discretionary Trust?     Fixed     Discretionary

If a Discretionary Trust, name the primary beneficiaries:

Full Name:

Address:

Full Name:

Address:

Full Name:

Address:

**If a Fixed Trust, name the principal unitholders**

Name:

Address:

Name:

Address:

Name:

Address:

**PART EIGHT**  
GUARANTEE AND INDEMNITY

1. Each Guarantor signing hereunder hereby jointly and severally guarantees prompt performance of all of the Applicant's obligations contained or implied in any agreement the Applicant has with Engine Australia for the supply of goods or services ("supply agreement"). Where the Applicant's obligation is to pay money, Engine Australia may sue the Guarantor for any money not paid by the Applicant as a liquidated debt (including interest).
2. In addition to the Guarantor's liability under paragraph 1, each Guarantor indemnifies Engine Australia against loss suffered by it in connection with Engine Australia's supply of goods or services to the Applicant.
3. The Guarantor's liability under paragraphs 1 and 2 is not affected by:
  - (i) the granting of time, forbearance or other concession by Engine Australia to the Applicant;
  - (ii) an absolute or partial release of the Applicant or any Guarantor or a compromise with the Applicant or any Guarantor;
  - (iii) variation or termination of the supply agreement;
  - (iv) the fact that the supply agreement is wholly or partially void, voidable or unenforceable;
  - (v) non-execution of this guarantee and indemnity by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors; and
  - (vi) the fact that a demand to the Guarantors has not been made.
4. The liability of any Guarantor is not discharged by a payment to Engine Australia which is later avoided by law. If that happens, Engine Australia and the Applicant and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
5. Until Engine Australia has received all money payable to it by the Applicant:
  - (i) no Guarantor may prove or claim in any liquidation, bankruptcy, composition arrangement or assignment for the benefit of credits; and
  - (ii) each Guarantor must hold any claim it has and any dividend it receives on trust for Engine Australia.
6. Engine Australia may at any time, at its discretion without notice to the Guarantor, refuse further credit or supply of goods or services to the Applicant, without affecting the Guarantor's liability to Engine Australia under this guarantee and indemnity.
7. Each Guarantor acknowledges and agrees that Engine Australia may act as though he or she was the principal debtor, and waives any rights as surety that may be inconsistent with any of the other terms of this guarantee and indemnity.
8. The Guarantor agrees that Engine Australia may seek from a credit reporting agency, a credit report containing personal information about the Applicant as a guarantor for credit applied for, or provided to, the Applicant.
9. The Guarantor agrees that if Engine Australia approves the Applicant's application for credit, this agreement remains in force until the credit facility covered by the Applicant's application ceases.

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Signature of Guarantor 1

Dated this ----- day of

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Print Name

----- 20 -----

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Signature of Guarantor 2

Dated this ----- day of

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Print Name

----- 20 -----

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Signature of Guarantor 3

Dated this ----- day of

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Print Name

----- 20 -----

-----  
Signature of Guarantor 4

Dated this ----- day of

-----  
Print Name

----- 20 -----