

Auto Klene Solutions Pty Ltd
Victoria Head Office
ABN: 30 274 813 806
1/83 Merrindale Drive
Croydon Vic 3136
Phone: (03) 8761 1900
Fax: (03) 9761 5835
www.autoklene.com

CREDIT APPLICATION FORM



We hereby apply for credit and submit the following confidential information for this purpose only:

APPLICANT:

(Registered Entity) _____

A.B.N. _____ PHONE: _____ FAX: _____

TRADING AS: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

PURCHASING CONTACT: _____ PHONE: _____ FAX: _____

ACCOUNTS PAYABLE CONTACT: _____ PH _____ FAX _____ EMAIL _____

ENTITY Is this a Pty Ltd company, Partnership or Sole Trader? _____

BUSINESS OWNED FOR (YEARS) _____ WEBSITE ADDRESS _____

PROPRIETOR/PARTNERS/DIRECTORS:

1. NAME: _____ PHONE: _____ MOBILE: _____

PRIVATE ADDRESS: _____

DRIVERS LICENCE NO: _____

BANK: _____ BRANCH: _____

2. NAME: _____ PHONE: _____ MOBILE: _____

PRIVATE ADDRESS: _____

DRIVERS LICENCE NO: _____

BANK: _____ BRANCH: _____

TRADE REFERENCES:

1. _____ PH: _____ FAX _____

2. _____ PH: _____ FAX _____

3. _____ PH: _____ FAX _____

ESTIMATED MONTHLY PURCHASES: _____

PRIMARY FUNCTION OF BUSINESS: _____

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Statement By Applicants for Credit

Please read carefully before signing. Where more than one applicant, each to sign

1. Agreement that Auto Klene Solutions Pty. Ltd. may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Auto Klene Solutions Pty. Ltd. considers it relevant in assessing my/our application for commercial credit, I/we agree to Auto Klene Solutions Pty. Ltd. obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Auto Klene Solutions Pty. Ltd.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Auto Klene Solutions Pty. Ltd. obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Auto Klene Solutions Pty. Ltd. or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Auto Klene Solutions Pty. Ltd.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Auto Klene Solutions 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.

4. If payment is not received within the terms of trade, Auto Klene Solutions will at their discretion, deduct payment directly from the Credit Card I have provided.

Credit Card Details

Type Of Card _____

Card Number: _____ Expiry Date ____ / ____

Card Holder's Name _____

Card Holder's Signature _____

I/We the undersigned hereby acknowledge receipt of the Terms and Conditions of Sale of Auto Klene Solutions Pty Ltd including above points 1,2,3,4 and agree to comply with the terms of trade (which are NET 30 DAYS FROM MONTH END). I agree to advise the company of any change of ownership or address immediately.

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

CREDIT APPLICATION FORM



Guarantee

I/We the said _____ and _____ Company Directors/Proprietor/Partner in consideration of Auto Klene Solutions Pty Ltd granting credit to and agreeing to supply goods and/or services to _____ Pty Ltd (hereinafter referred to as the Company) HEREBY JOINTLY AND SEVERALLY guarantee Auto Klene Solutions Pty Ltd payment of all debts to be paid by the said Company AND IT IS AGREED that this guarantee shall be a continuing guarantee and shall not be in any way waived or affected by any time or indulgence granted by Auto Klene Solutions Pty Ltd to the Company.

Signed by the said _____ and _____

Authorized Officer: _____ Date: _____

Authorised Officer _____ Date: _____

TERMS AND CONDITIONS OF SALE AUTO KLENE SOLUTIONS PTY. LTD.

NOTE: These conditions include provisions, which to the extent prescribed by law limit or exclude the liability of Auto Klene Solutions Pty Ltd and should be read carefully.

In these conditions "Seller" means Auto Klene Solutions Pty Ltd ABN 51 417 164 855

"Buyer" means the person or company placing an order with the Seller for purchase of the Goods.

"The Goods" means the goods or services described on the Delivery Advice or Invoice as applicable.

"Contract" means the agreement for the sale and purchase of Goods, which exists on the acceptance of an order by the Seller.

These conditions apply to every sale made or agreed to be made by the Seller and are deemed to be accepted by the Buyer when the goods are delivered. The Seller reserves the right to accept or reject, in its absolute discretion, any orders which may be received by it. No variation or abrogation of these conditions is effective unless it is evidenced in writing signed on behalf of the Seller and such evidence contains a specific reference to these conditions being varied or abrogated.

1. **Price** : The prices of Goods are the Seller's current Price List price or current quoted price (as the case may be) at the date on which the order is accepted by the Seller. The Buyer is not entitled to make any deduction from the price of the Goods in respect of any set-off or counter-claim.
2. **Payment** : Unless otherwise agreed to in writing by the Seller the price of the Goods must be paid in full within 30 days net from month end following invoice date, together with payment of all sales or government taxes including GST or duties chargeable on the Goods in connection with the Contract.
3. (a) **Delivery (Metro Areas)** : Delivery of Goods is "Free into Store" by the Seller's usual carriers to destinations within the Metropolitan areas of Melbourne, Sydney, Brisbane with a value to or greater than \$200 (excluding GST).
3. (b) **Delivery (Non Metro Areas including Territories)** : Delivery of Goods outside the Metropolitan area of all capital cities in Australia including Territories are "Free of Board" only for orders with value to or greater than \$200 (excluding GST).
3. (c) if the Buyer makes a contract with a carrier of its choice instead of the Sellers usual carriers, the buyer is bound to treat the delivery of Goods to the carrier as a delivery to itself and is not entitled to hold the Seller liable in damages.
3. (d) The company reserves the right to charge freight to third party customers.

CREDIT APPLICATION FORM



4. **Risk and Title of Goods:** Risk in the Goods passes to the Buyer on delivery either to the Buyer or to the Buyer's carrier, whichever occurs first. Title to the Goods does not pass to the Buyer until the Seller has received payment in full. From the time risk passes until the time when payment in full has occurred, the Buyer must store the Goods in a manner acceptable to the Seller so as to show that they remain the property of the Seller and must insure the Goods with a reputable insurer.
5. **Acceptance and Return :** All Goods should be inspected by the Buyer on delivery. The Seller will replace free of charge, products which are not true to sample or contract description provided they are returned to the Seller within one week of delivery.
6. **Exclusions and Limitations :** To the fullest extent permitted by law, all conditions and warranties, whether express or implied, which are binding on the Seller in respect of the state, quality or condition of the Goods supplied by the Seller to the Buyer are expressly excluded.
To the fullest extent permitted by law, the liability, if any, of the Seller arising from the breach of the conditions or warranties referred to above, at the Seller's option, is limited to and completely discharged by the supply by the Seller of equivalent goods and/or services or the replacement by the Seller of the Goods supplied to the Buyer. The Seller is not under liability (other than liability which may not be lawfully excluded) to the Buyer for loss or damage of whatsoever nature (including, without limitation, direct, indirect and consequential loss or damage) and however caused (including, without limitation, breach of contract, negligence and/or breach of statute) which may be suffered or incurred or which may arise from or, in connection with, the Goods and/or any breach by the Seller of its obligation under the Contract.
7. **Delay :** if a delivery date is specified by the Seller, that date is an estimate only and the Seller is not liable for any delay in delivery. In the event of production or supply of them Goods or any part thereof being hindered or impaired or ceasing for any cause whatsoever outside the reasonable control of the Seller, the Seller may at its election at any time, notify the Buyer that is unable to fulfil the contract and may cancel the contract without being under any liability whatsoever, or may supply the Goods insofar as it is able to do so. Default in respect of part of an order does not constitute a breach of the Contract and the terms and conditions continue to apply to the Goods supplied.
8. **Default :** if the Buyer fails to make any payment required to be made by it under this Contract as and when such payment falls due (whether formally demanded or not) or if the Buyer is at any time in default in complying with any other condition of this contract, the Seller may at its election at any time charge interest at the rate charged by the National Bank of Australia to its customers on overdrafts in excess of \$100,000, on monies which are due and payable from the due date until the date when the amount is paid in full, and/or sue for the balance of the outstanding and/or enter the Buyer's premises and retake possession of the Goods.

Should your account exceed our trading terms and be passed over for collection, all costs including commission solicitors fees and any out of pocket expenses are the liability of the customer.
9. **General :**
 - (a) In no circumstance may the Buyer cancel any Contract without the Seller's prior written agreement; if such agreement is given the Buyer must indemnify the Seller against any losses (including loss of profit) suffered by the Seller arising out of the cancellation.
 - (b) In the even of any claim being made or action being brought or threatened in respect of any infringement of patents, trade marks, trade names, registered designs or any other industrial property rights in respect of the Goods, the Buyer must not make any admissions and must immediately notify the Seller thereof. The Seller is entitled to conduct all negotiations and take all proceedings it may consider necessary to dispute the claim or action in its own name and the name of the of the Buyer and the conduct of all proceedings and negotiations shall be completely at the discretion of the Seller and the Buyer must execute all documents and do all such things and render all such assistance to the Seller as the Seller may consider necessary for it properly to deal with the claim or action.
10. **Proper Law and Jurisdiction :** All contracts made between the Seller and the Buyer are governed by and construed in accordance with the laws and Victoria and the Buyer agrees to submit to the non-exclusive jurisdiction of the Victorian Courts and the Federal Court of Australia.