

O.E.M. Automotive Trading PTY. LTD.

A.B.N. 99 123 430 839

8 – 10 Plane Tree Avenue, Dingley Village, Victoria 3172, Australia

Telephone: (613) 9095 8303 Fax: (613) 8555 9032

www.oemauto.com.au; info@oemauto.com.au

APPLICATION FOR COMMERCIAL TRADING ACCOUNT

APPLICANT IS: 1. COMPANY 2. PARTNERSHIP 3. SOLE TRADER

COMPANY NAME _____

A.B.N. _____

TRADING NAME _____

DELIVERY ADDRESS _____

POSTAL ADDRESS _____

PHONE _____ FAX _____ E-Mail _____

CONTACT NAMES _____

MANAGING DIRECTOR _____

ACCOUNTS PAYABLE _____

EXPECTED MONTHLY PURCHASES \$ _____ CREDIT LIMIT REQUIRED \$ _____

FULL NAMES AND RESIDENTIAL ADDRESS OF ALL DIRECTORS REQUIRED

GIVEN NAME	SURNAME	PRIVATE ADDRESS

NAME OF BANK: _____ BRANCH: _____

TRADE REFERENCES: 3 NEEDED:

NAME: _____ PHONE NO: _____ FAX NO: _____

1. _____

2. _____

3. _____

THE INFORMATION PROVIDED HEREWITH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
IF AN ACCOUNT IS GRANTED I/WE UNDERTAKE TO COMPLY WITH THE APPROVED CREDIT TERMS
OF "O.E.M.AUTOMOTIVE TRADING P/L"

SIGNATURE: _____ DATE _____

NAME: _____ POSITION HELD: _____

TERMS AND CONDITIONS

1. The Customer will attend to payment of all monies due to O.E.M. Automotive Trading Pty Ltd (hereinafter referred to as "OEMAuto") within thirty (30) days of the date of the invoice from OEMAuto to the Customer.
2. The Customer defaults in payment of any money due to OEMAuto then interest at a rate of 2% higher than the rate for the time being fixed under Section 2 of the penalty Interest Rates 1983 and computed upon the money overdue during the period of default shall be paid on demand by the Customer without prejudice to any other rights of OEMAuto.
3. OEMAuto will use its best endeavours to secure delivery of goods and products but it does not guarantee time of delivery and OEMAuto is to be under no liability to the Customer in damages or on any other claim of any kind in respect of delay in delivery and the Customer shall have no claim or right to priority in delivery based on priority in date of placing of orders or on any ground whatsoever.
4. The Customer acknowledges that orders for goods and products are accepted by OEMAuto subject to the availability of the goods and products and that OEMAuto does not guarantee that it is able to provide or deliver the goods and products and OEMAuto is under no liability to the Customer in damages or for any other claim of any kind in respect of failure to deliver the goods and products.
5. The customer acknowledges that all goods and products delivered to the Customer remain the property of OEMAuto until such times as the Customer has made payment in full for the goods and products.
6. If the Customer shall be a proprietary company the performance of the Customer shall be guaranteed by at least one Director of such proprietary company who shall upon the signing of any Application for Supply of Goods and Products on credit by or on behalf of the Customer execute a Guarantee as to the due performance of the Customer in the form of the Guarantee annexed hereto.
7. All contracts or Agreements between OEMAuto and Customer shall be deemed made in Melbourne and are to be construed according to the laws of the State of Victoria.

GUARANTEE

I/We the Guarantor(s) whose name address and description is/are set out in the Schedule (hereinafter called "the Guarantors") in consideration of O.E.M. Automotive Trading Pty Ltd (hereinafter referred to as "OEMAuto") selling goods and products to the Customer at our request to hereby for ourselves our respective executors and administrators jointly and severally covenant with OEMAuto that if at any time default shall be made in the payment of monies payable by the Customer to OEMAuto we will forthwith on demand by OEMAuto pay to OEMAuto the whole of such monies which shall then be due and payable to OEMAuto and will keep OEMAuto indemnified against all loss of monies and all losses costs charges and expenses whatsoever which OEMAuto may incur by reason of any defaults on the part of the Customer.

SCHEDULE

GUARANTOR: _____

GUARANTOR: _____

ADDRESS: _____

ADDRESS: _____

IN WITNESS WHEREOF the said Guarantors have hereunder set their hands and seals the
day of

SIGNED SEALED AND DELIVERED by)

the said) _____

in the presence of:)

Witness: _____

SIGNED SEALED AND DELIVERED by)

the said) _____

in the presence of:)

Witness: _____

OFFICE USE ONLY

Credit Check:

Ref 1: _____

Ref 2: _____

Ref 3: _____

Director's Comment: _____

Approved/Declined: _____ *Credit limit \$* _____ *Date:* _____

Trading Terms: Nett _____ *Days From Invoice/Statement Date*