

## CREDIT ACCOUNT APPLICATION

Applicant: \_\_\_\_\_ (Sole Trader/Company Name)

Trading Name: \_\_\_\_\_ (Trading Name)

ABN: \_\_\_\_\_ Date of Application: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY)

Account Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Period of Ownership: \_\_\_\_\_ (Years, Months)

Period Under Current Management: \_\_\_\_\_ (Years, Months)

### CONTACT DETAILS

Registered Office/Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_

Business/Delivery Address (if different from registered office):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address (if same as business address above, state "as above"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Email \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

### PROPRIETOR/DIRECTOR/PARTNER DETAILS

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

## TRADE REFERENCES

(Minimum of 3 supplier references required for credit account) Please provide as many as possible to ensure fast turnaround of account application.

1. Supplier: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_
2. Supplier: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_
3. Supplier: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_
4. Supplier: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_
5. Supplier: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_

## PERSONAL GUARANTEE

IN CONSIDERATION of Neta Tire Service and Sales Pty Ltd (hereinafter referred to as "Neta") or any of its associated companies or businesses ("Neta") agreeing to supply goods and/or services to

\_\_\_\_\_ (Company Name/Sole Proprietor/Partners) trading as  
\_\_\_\_\_ (business/trading name)(the "Debtor") at the request of  
\_\_\_\_\_ (Directors' name(s)) (the Guarantor(s)),

the guarantor and his/her respective administrator(s) and assigns jointly and severally with any other guarantor hereby unconditionally and irrevocably agrees to all of the following:

1. To guarantee the due and punctual payment by the Debtor to Neta of all monies owing ("the Debt") by the Debtor to Neta and will immediately upon demand by Neta, in the event of default by the Debtor, pay the Debt to Neta.
2. This guarantee shall be a continuing guarantee and shall cover and secure the Debt and any other monies from time to time owing to Neta by the Debtor and notwithstanding the liquidation, incapacity or any change in the constitution of the Debtor or the Guarantor and notwithstanding any settlement of account and notwithstanding any other matter whatsoever.
3. The liability of the Guarantor pursuant to this guarantee shall not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession to the Debtor or any compounding, compromise, release, abandonment, waiver, variation or relinquishment of any rights of Neta or by any omission or neglect or by any other dealing, matter or thing which but for this provision could or might operate to abrogate, prejudice or compromise this guarantee, it being the intent of the parties hereto that the guarantee obligations of the Guarantor hereunder shall be absolute and unconditional in all circumstances.
4. The Guarantor hereby further covenants and agrees with Neta to indemnify and keep indemnified Neta against any loss, damage, cost, charge or expense whatsoever incurred or suffered in connection to or in consequence with any breach or default or attempted breach or default by the Debtor of the obligations on the part of the Debtor to be observed or performed and the Guarantor will pay on demand any sums due to Neta by reason of this indemnity.
5. The Guarantor hereby undertakes and agrees to pay to Neta upon demand all costs, charges (including, without limitation, all legal fees as between solicitor and client), stamp duties, taxes and any other expenses incurred by Neta in connection with the negotiation, preparation, enforcement and preservation of any rights under this guarantee.
6. The Guarantor hereby undertakes and agrees to any interest from the date of demand until payment on so much of the Debt as may be outstanding at a daily rate of interest equivalent to that interest rate charged by the Commonwealth Bank of Australia from time to time on overdraft accounts less than \$100,000. Interest shall be calculated on daily balances from the date of demand.
7. That nothing herein contained shall in any way prejudice or affect Neta's rights and remedies against the Debtor or any other guarantor and Neta shall not be under any obligation to first proceed against the Debtor or any other guarantor for enforcement of its right and remedies against the Guarantor.
8. That a certificate by any director or other authorised officer of Neta that any amount is due shall be accepted by the Guarantor as prima facie evidence of any payment to Neta on account or otherwise by or on behalf of the Debtor of the Debt and shall operate as an acknowledgment of the liability of the Guarantor according to these terms.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Name: \_\_\_\_\_ (Print)

**GUARANTOR**

**GUARANTOR**

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Name: \_\_\_\_\_ (Print)

**WITNESS**

**WITNESS**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

*Note: Witness(es) must not be related to, be in a marriage or de facto relationship with, or be an employee of the guarantor(s).*

**TERMS AND CONDITIONS**

**AUTHORISED APPLICANT**

Application is hereby made to Neta Tire Service and Sales Pty Ltd (the "Company") by the Purchaser to open a credit account in accordance with the Company's Conditions of Sale, which are as follows:

1. The terms of payment are net cash prior to supply of the products and/or services (the "Goods") or within 30 (thirty) days from the end of the month in which the Goods are supplied to the Purchaser if a credit account has been granted by the Company.
2. The Company may from time to time place limits on, suspend, close or cease supply of the Goods under the credit account at its sole discretion.
3. The Company may from time to time place limits on, close, suspend, reduce the credit facility or cease supply of the Goods under the credit facility without notice and require immediate payment of all outstanding amounts at the Company's sole discretion. Suspension or cancellation does not affect the Purchaser's obligations in respect of the credit facility or those of any authorized agent.
4. All risk in and to the Goods shall pass to the Purchaser upon delivery to the Purchaser or his agent or to a carrier commissioned by the Purchaser.
5. The Purchaser acknowledges and agrees that this is a conditional sale agreement and the Company's ownership in the Goods and title shall not pass to the Purchaser until the Company has been paid in full for the Goods and all cheques and other negotiable instruments have been cleared. Should any Goods sold be resold by the Purchaser or incorporated into goods manufactured by the Purchaser for resale, the Purchaser shall hold on trust any proceeds or part of the proceeds which represents the invoiced price of the Company in a separate and identifiable account as the beneficial property of the Company and shall account to the Company in accordance with the Company's usual credit terms. Notwithstanding any other agreement to the contrary, the Company shall be entitled to maintain an action against the Purchaser for the purchase price of the Goods and if the risk and ownership in the Goods has passed to the Purchaser as bailee upon delivery.

6. This agreement constitutes a security agreement for the purposes of section 20 of the *Personal Properties Securities Act 2009* (“PPSA”) and that:
- a) A security interest exists in all Goods (and their proceeds) supplied to the Purchaser as itemised or otherwise described from time to time in any quotation accepted by the Purchaser.
  - b) Notwithstanding and in addition to the above, a security interest exists in all goods (and their proceeds) supplied to you as inventory.
  - c) The Purchaser will execute documents and do such further acts as may be required by the Company to register the security interest granted under this Agreement.
  - d) The Purchaser acknowledges that upon signing this Agreement and prior to goods being delivered, a Purchase Money Security Interest may be registered against the Purchaser with the Personal Properties Security Register.
  - e) Until ownership of the goods pass to the Purchaser, the Purchaser waives the following provisions under Part 4 of the PPSA:
    - i) To receive notice of intention of removal of accession (section 95);
    - ii) To receive a notice that we decide to enforce our security interest in accordance with land law (section 118);
    - iii) To receive a notice of enforcement against a liquid asset (section 121(4));
    - iv) Our obligation to dispose or retain collateral (section 125)
    - v) To receive notice of disposal of goods by us purchasing the goods (section 129);
    - vi) To receive a notice of disposal of goods (section 130);
    - vii) To receive a statement if no disposal of goods for each six (6) month period (section 132(4));
    - viii) To receive a notice of retention of collateral (section 135);
    - ix) To redeem the goods (section 142); and
    - x) To reinstate the security agreement (section 143).
  - f) The Purchaser waives their right to receive registration verification statements pursuant to section 157(3) of the PPSA.
  - g) The Purchaser acknowledges and agrees that any rights the Company may hold in addition to the rights pursuant to Part 4 of the PPSA continue to apply.
  - h) Until ownership of the goods passes to you, you must not give to us a written demand or allow any other person to give us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any person to enter into the register of personal property securities a financing change statement under the PPSA.
  - i) The Purchaser acknowledges they have received value as at the first date of delivery of the Goods and have not agreed to postpone the time for attachment of the security interest granted to the Company under this Agreement.
7. Until payment has been received in accordance with this Agreement, the Purchaser irrevocably grants the Company or its appointed agent the right to enter upon the Purchaser’s property or premises or any property or premises under the control or in the possession of Purchaser or that of any associated company, without notice, and without being liable to the Purchaser or to any third party, if the Company has cause to exercise any of its rights under sections 123 and 128 of the PPSA or exercise any other right at law, and the Purchaser shall indemnify the Company from any actions, claims, costs or damages made by any third party as a result of such exercise.
8. The Company acknowledges the consumer guarantees contained in the Australian Consumer Law (“ACL”). The Company’s liability will be limited to the replacement of the products, the supply of equivalent products or the payment of the cost of replacing the products or of acquiring equivalent products. The choice of remedy will be at the sole discretion of the Company and the Purchaser acknowledges that this absolute limitation of liability is fair and reasonable.
9. To the extent permissible by law and notwithstanding any other clause in this Agreement, the Company excludes all liability whatsoever to the Purchaser arising out of or in any way connected with a contract for any consequential or indirect losses of any kind howsoever arising and whether caused by breach of statute, breach of contract, negligence or other tort. The Company’s liability will be limited to, in the case of products, the replacement of the products, the supply of equivalent products or the payment of the cost of replacing the products or of acquiring equivalent products or, in the case of services, the supply of the services again or the payment of the cost of having the services supplied again. The choice of remedy will be at the discretion of the Company and the Purchaser acknowledges that this limitation of liability is fair and reasonable.
10. No failure by either party to exercise and no delay in exercising a right under this Agreement is to be taken as a waiver of the right. No waiver of a right is effective unless made in writing. Waiver of a particular right does not in any way release the other party from strict compliance in the future with the same or any other obligation.
11. All provisions of this Agreement are reasonable in the circumstances and each provision is severable and independent. If all or any part of any provision is judged by a court invalid or unenforceable, it or the part as necessary shall be deemed deleted and shall not affect the validity or enforceability of the remaining provisions.

The Purchaser hereby authorizes the Company to make all enquires which the Company deems necessary in order to assess the credit worthiness of the Purchaser including, without limitation, enquiries to any trade referee or to any credit reporting or credit rating organization. The undersigned hereby certifies that the particulars in this Application for Credit Account form are true and correct.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

**Note:**

- If the Applicant is a Company, then two (2) Directors or one (1) Director and one (1) Secretary to sign
- If the Applicant is a Sole Trader, Trust or Partnership ALL Proprietors/Trustees/Partners are to sign

**RETURN OF APPLICATION**

Once completed in full, please return via:

**Email:** [admin@neta.com.au](mailto:admin@neta.com.au)

**Fax:** (07) 3256 7471

**Post:** 21-31B Charles Ulm Place, Eagle Farm QLD 4009

While every effort is made to process and approve account applications quickly, please allow up to two weeks for processing as it can take some time for reference checks to be completed. If you would like to start immediate trade with us, please tick the following box, and a cash sale account will be set up using the above details so that trade can commence immediately. You will be notified via post when your credit account has been set up.

Yes, please set up a temporary cash sale account

If you have any questions in relation to account applications or approval progress, please do not hesitate to contact us on (07) 3552 2811.

Yours faithfully



**Scott Watson**

*Chief Financial Officer*

Neta Tire Service and Sales Pty Ltd

## DIRECT DEBIT REQUEST

The attached Direct Debit Request form allows us to process your credit card payments or direct debits from your preferred account as your account becomes due. It is not compulsory that you complete this form, however, we offer this option as a complimentary service to our valued customers to assist with making the payment process as hassle-free as possible.

If you wish to complete this form, please indicate your communication preferences below:

**I wish to be contacted before each transaction is processed: YES / NO (Please circle)**

**Note:** By circling no above, you are authorising us to process any payment owed by the Applicant by using the payment details in the attached form as the payment becomes due and that you do not require us to contact you for authority prior to processing due amounts.

I \_\_\_\_\_ (Full Name) acknowledge by signing this form, that I am authorised to provide the credit card and/or bank account details for use by Neta and that I have the authority to direct Neta to process payments on behalf of the Applicant.

**Position/Job Title:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ (DD/MM/20YY)

**Signature:** \_\_\_\_\_

**Note:** Revocation of authority to use the credit card or bank account details contained in the form must be made in writing and sent to [admin@neta.com.au](mailto:admin@neta.com.au) or posted to:

Neta Tire Service & Sales Pty Ltd  
21-31B Charles Ulm Place  
Eagle Farm QLD 4009

A letter of confirmation of revocation will be provided to confirm receipt.

### ANNEXURE A

#### Accounts contact details:

Statement email address: \_\_\_\_\_

Invoice email address: \_\_\_\_\_

#### Sales Contact details:

Sales email address: \_\_\_\_\_

Subscribe to Specials:  YES  NO