

### 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: (.....) ..... Facsimile: (.....) .....  
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: (.....)..... Fax: (.....).....
- 2. Supplier:..... Ph: (.....)..... Fax: (.....).....
- 3. Supplier:..... Ph: (.....)..... Fax: (.....).....
- 4. Supplier:..... Ph: (.....)..... Fax: (.....).....
- 5. Supplier:..... Ph: (.....)..... Fax: (.....).....

**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)

Name: ..... (Print)

GUARANTOR

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

Name: ..... (Print)

GUARANTOR

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

Name: ..... (Print)

WITNESS

Address: .....

.....

(.....).....

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

Name: ..... (Print)

WITNESS

Address: .....

..... Telephone:

Telephone: (.....).....

**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

1. The Applicant acknowledges and agrees that the trading terms are net thirty (30) days from the end of the month of delivery of goods and/or in which services are rendered, unless otherwise notified in writing by Neta Tire Service & Sales Pty Limited (hereinafter referred to as "Neta").
2. The Applicant acknowledges and agrees that should the Applicant default in payment of monies due, then all such monies shall become due and payable within seven (7) days from the day of demand.

3. The Applicant acknowledges and agrees that Neta is entitled to charge interest upon all overdue monies up to the date of payment, such interest to be calculated on daily balances at a rate equivalent to the interest rate charged by the Commonwealth Bank of Australia from time to time on overdraft accounts of less than one hundred thousand dollars (\$100,000).
4. The Applicant agrees expenses costs or disbursements incurred in recovering any outstanding monies including debt collection agency fees and solicitors' costs will be paid by the Applicant providing such fees do not exceed the scale charges chargeable by such debt collection agency or solicitors.
5. The Applicant acknowledges and agrees that in the event this application is successful Neta is under no obligation to supply goods and services and may withhold the supply of goods and services at any time without notice to the Applicant.
6. The Applicant acknowledges and agrees that the ownership of the property in any goods sold or supplied by Neta to the Applicant remains with Neta until payment in full has been received for such goods and for such goods as may have previously been sold or supplied by Neta to the Applicant and if payment is not made in accordance with the agreed trading terms Neta or its duly authorised representative or agent shall be entitled to enter the Applicant's premises to retake possession of the goods.
7. In the event this application is successful a fixed credit limit will be determined by Neta.
8. The Applicant acknowledges and agrees that the making of this application gives Neta the authority and right to make enquiries as to the credit and financial standing and responsibility of the Applicant and/or the principals and/or the directors of the Applicant.
9. The Applicant and the signatories hereof certify the information contained in this application to be true and correct as of the date hereof and further acknowledge and agree that notification will be given to Neta of any alteration in respect of the information herein contained.
10. The Applicant and the signatories hereof confirm having read and understood the terms and conditions herein contained and agree to be bound by the same.

DATED THIS ..... DAY OF ..... 20....

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

Name: ..... (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

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

Name: ..... (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

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

Name: ..... (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

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

Name: ..... (Print)

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
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RETURN OF APPLICATION

Once completed in full, please return via:

- **Email:** [finance@neta.com.au](mailto:finance@neta.com.au)
- **Fax:** (07) 3256 7471
- **Post:** PO BOX 43 VIRGINIA QLD 4014

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 setup 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

*Suryani*

Suryani Cheung  
Financial Controller  
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 [finance@neta.com.au](mailto:finance@neta.com.au) or posted to:

Neta Tires and Wheels

PO BOX 43

VIRGINIA QLD 4014

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

Wheels (Steel)

Wheels (Alloy)

Truck

OTR

Passenger/ 4X4