



Acme Impex Pty Limited

CREDIT/ACCOUNT APPLICATION FORM

A. TO BE FILLED OUT BY AN OFFICER OF THE APPLICANT COMPANY

Full Company Name: _____
Trading/Account Name: _____
Postal Address: _____
Delivery Address: _____
Phone: _____ Facsimile No: _____ E-mail: _____

B. REFERENCES (Trades Only)

COMPANY	PHONE
1. _____	_____
2. _____	_____
3. _____	_____

This business is conducted as a:

Limited Liability Co. [] Partnership [] Sole Trader [] Other (specify) []

Complete if Applicant is Partnership / Sole Trade / Other

Names in Full: _____ Address: _____
_____ Do you own your home? Yes / No

Complete if Applicant is a Company / Trust

Full Name of Company / Trust: _____
Company Registration No: _____ Company Accountant: _____

Name and Address of Current Directors (if there is insufficient room please attach a schedule):

Full Name	Position	Residential / Private Address	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____

I/We hereby

1. Agree to settle on the due date as per the Standard Conditions of Sale or written variations.
2. Acknowledge that credit may be withdrawn at any time without prior notice as per Acme Impex Pty Ltd's Standard Conditions of Sale.
3. Agree that any change in respect of ownership, legal entity or address to be notified within 7 days.
4. Acknowledge receipt of and have read and accept Acme Impex Pty Ltd Standard Conditions of Sale, and acknowledge that the Standard Conditions may be changed unilaterally from time to time.
5. Certify that I am authorized to sign this Credit Application form for and on behalf of the Company and the information given is true and correct to the best of my knowledge.
6. Irrevocably authorizes Acme Impex Pty Ltd (subject to confidentiality obligations) to
 - a) Obtain from any third party information which Acme Impex Pty Ltd requires in connection with extending credit facilities
 - b) To provide any such information to any third party in connection with its lawful commercial purpose including determining whether to extend credit, and to verify any such information.
 - c) Acknowledges that it is aware of the rights of access to, and correction of, personal information under the Privacy Act 1993.

Signature _____

Name (Print in Block Letters) _____

C. CREDIT

We generally require all new accounts to be started on a cash payment basis. If you would like to open a credit account, please contact us to arrange a credit check.

Application for **Credit Account**

Credit Facility Requested \$ _____/Month

DIRECTORS GUARANTEE

Director(s)/Guarantor(s)

Name/s: _____

Address: _____

Telephone: _____

I /We acknowledge that in the event of the company/partnership being unable to pay any current or future amounts owing to Aiwa Private Limited, I/We accept full personal liability for those amounts owing.

Signed by: _____

Name: _____ Position: _____

Date: _____

For Internal Office Use Only:

Authorized by: _____

Account #: _____

Credit Limit: _____

Date: _____

Terms: _____

STANDARD CONDITIONS OF SALES

In these terms and conditions:

- a) "Seller" means Acme Impex Pty Ltd
- b) "Buyer" means the person, firm, company or entity buying the Goods from the Seller.
- c) "Goods" means all Goods the subject matter of any contract for purchase between the Seller and Buyer, including where the context permits a resulting product into which the Goods are so incorporated, manufactured or commingled that their identity is lost in the resulting product.

1. Contract

All Goods supplied by the Seller to the Buyer are supplied subject to the following Terms and Conditions of Sale which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of the Seller.

2. Supply of Goods

Goods will be supplied where either direct credit, cheque or credit card payment accompanies an order or where a duly authorized Company Purchase Order has been received (whether in writing or verbal) and is charged against an account previously opened with the Seller.

3. Pricing

All prices listed are GST Exclusive unless otherwise stated. Prices are subject to change without notice.

4. Payment

- a) The Buyer agrees to pay to the Seller in full all invoices by the due date with no off-set or deduction. The due date shall be defined as the earlier of:
 - i) On or before the due date for payment as listed on the invoice;
 - ii) Immediately when the Buyer sells or disposes of the Goods; or
 - iii) At the completion of any action which involves the Buyer's solvency at which time the Buyer shall keep the proceeds of any sale separate from the Buyer's funds.
- b) Where the Buyer's account is overdue the Seller may, at its discretion, refrain from supplying any further Goods.
- c) The Buyer agrees to pay interest on all sums and overdue amounts outstanding at 1.5% per month from the due date or date of default as the case may be until payment is made. Interest will be compounded monthly and added to the overdue amount.
- d) If a solicitor or debt collector is instructed by the Seller to enforce or attempt to enforce any rights pursuant to these terms and conditions of sale then the Buyer agrees to reimburse (with all monies due) any liabilities, fees and disbursements as charged to the Seller as a result.
- e) The Seller may at its discretion apply any payments it receives from the Buyer in and towards the satisfaction of any indebtedness of the Buyer to the Seller and it shall not be bound by any conditions or qualifications that the Buyer may make in relation to such payments.

5. Delivery

The Seller shall use its best endeavours to arrange prompt delivery of goods ordered. Dates given by the Seller for delivery shall be deemed to be indicative only but will not be accepted as a condition of sale. If delivery of the goods is delayed for any reason whatsoever the Seller shall not be liable in any way for loss of revenue or profits or any consequential loss or damages for failure to deliver on such date.

6. Freight and Handling

Goods are sold ex store with any freight and handling charges for the account of the Buyer. Goods returned from evaluation or for warranty claims must be consigned by the Buyer freight pre paid.

7. Risk

Risk of any loss, deterioration or damage of or to the goods shall be borne by the Buyer from the time of dispatch from the premises of the Seller.

The Buyer shall insure and keep insured the goods to the full price against all risk until the Seller has received payment for the goods in full.

8. Ownership of Goods

- a) All goods shall remain the property of the Seller as legal and equitable owner pending cleared payment in full of all moneys due and owing in respect of the Goods owe by the Buyer to the Seller. The Buyer acknowledges that the Buyer is in possession of the Goods as bailee for the Seller pending payment in full of all moneys due to the Seller. Unless the Seller directs otherwise, the Buyer may dispose of any Goods to third parties by way of bona fide sale at full market value in its normal course of trading.
- b) The Seller may at any time enter the premises of the Buyer or any other premises that the Buyer is authorized to enter and retake possession of the Goods for the purpose of inspecting, maintaining, testing the Goods or perfecting the Seller's security interest in the Goods.

9. Default

a) In addition to any other provision hereof, the Buyer shall be in Default if any of the following events shall occur:

- i) If the Buyer fails to pay any amount due by the due date.
 - ii) If the Buyer fails to meet any obligation to the Seller.
 - iii) If the Buyer becomes insolvent.
 - iv) If a Receiver, Liquidator or Official Manager is appointed in respect of the Buyer.
 - v) If a compromise arrangement with the Buyer's creditors is made or likely to be made.
 - vi) If the Buyer ceases or threatens to cease carrying on business.
 - vii) If the ownership or effective control of the Buyer is transferred, or the nature of the Buyer's business is materially altered.
 - viii) If the Buyer does or permits any act or thing likely to prejudice or put at risk the Goods or the Seller's rights or interest (including its security interest) in the Goods.
- b) For the purposes of clause 9a) hereof, a reference to the Buyer shall include the Guarantor(s).
- c) If an event of Default shall occur (notwithstanding that the Seller may have waived some previous default by the Buyer) then:
- i) All sums owing by the Buyer to the Seller shall become immediately due and payable.
 - ii) The Seller may retake possession of the Goods and sell them without being liable in any way to the Buyer. Furthermore, the Buyer shall indemnify the Seller for all costs (including legal costs), claims by third parties or whatsoever in retaking possession and selling the Goods.

iii) The Seller may by notice in writing suspend or terminate the Credit Account.
d) Notwithstanding the foregoing, the Seller shall be entitled at any time in its sole discretion and without notice to the Buyer to suspend or terminate any credit account with the Buyer and the Buyer shall forthwith deliver the Goods to the Seller at its place of business or at such other place as shall be agreed upon.

11. Product Warranties

The Seller warrants all goods to be free from defect and, unless stated otherwise, such warranty shall be for a period of 12 months from date of purchase or 20000 Kms whichever occurs first. (On cylinder head range). Proof of date of purchase may be requested by the seller to support any warranty claim.

12. Goods under warranty

In the event the buyer find the good faulty under warranty period buyer shall fill out a claim application form and send that to seller within 7 days of the first incidence.
Seller will appoint an authorized person to visit the site or asked buyer to send the goods to nearest service center appointed by seller to establish the fault.

All the handling cost of the goods shall be borne by buyer.

The Seller shall, at its option, repair or replace any defective goods provided that the goods have not been subjected to improper use and that the claim is within the provisions of the warranty applicable to the respective products.

If the products proved over heated the warranty will be void.

Seller's limited third party warranty covers product replacement only however Seller shall decide to reimburse part of claim amount to their discretion on case by case basis.

If the product doesn't proved faulty all the concern costs shall be borne by buyer.

Returns

The Seller will not accept the return of goods already invoiced unless any such return is arranged in advance. Where the Seller accepts returned

goods a 20% restocking fee may be levied. Approval for credit returns must be requested on the Seller's Return Authority (RA) form within 14 days

of receiving the goods. Approval for credit is at the Seller's exclusive discretion and any goods approved for return must be:

- Returned to the Seller within 7 days of receiving RA approval;
- Returned free into the Seller's store with all costs including the original shipping costs to the Buyer being payable by the Buyer;
- In "as new" condition in the manufacturer's original container, unsoiled and undamaged.

No credit will be issued for:

- Goods specifically imported or manufactured for the Buyer;
- Goods received without an approved RA.
- Goods returned more than 30 days from the invoice date.
- No cash refund will be given for goods returned and accepted by the Seller but a credit will be applied against the Buyers account.

13. Errors and Omissions

The Seller shall not be liable for any errors or omissions or for incidental or consequential damages arising from the supply or use of any Goods supplied by the Seller.

14. Exclusions of Liability

To the maximum extent permitted by law, the Seller shall not be liable for lost profits, loss of goodwill or any incidental or consequential damages.

Further the Buyer agrees that in no case shall the liability of the Seller exceed the purchase price of the goods giving rise to any liability.

15. Privacy Act

The Buyer consents to the Seller making inquiries of third parties with regard to the Buyers credit worthiness and receiving and disclosing information

16. Agree to comply:

After reading and agreeing with the terms and conditions as stated I the undersigned, as a duly authorized officer of the applicant accept the terms and conditions applicable under this agreement.

Name (Print) _____.

Signed: _____.

Dated: ____ / ____ / ____.