Alliance Priority Parts Pty. Ltd.
ABN: 33 697 061 279
ACN: 697 061 279
3873 Pemberton Way, Karratha Industrial Estate WA 6714
Email: accounts@allianceprioritypartspty.com.au
Web: www.allianceprioritypartspty.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants — Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:

Full or Legal Name:

Trading Name (if different from above):

Physical Address: | State: | Postcode:

Billing Address: | State: | Postcode:

Email Address:

Phone No: | Fax No: | Mobile No:

Personal Details: (please complete if you are an Individual)

D.O.B. | Driver's Licence No:

Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other — as specified)

ABN: | ACN: | Date Established (current owners):

Nature of Business:

Paid Up Capital: $ | Estimated Monthly Purchases: $ | Credit Limit Required: $

Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom): ☐ Other:

Directors / Owners / Trustee (if more than two, please attach a separate sheet)

(1) Full Name: | D.O.B.

Private Address: | State: | Postcode:

Driver's Licence No: | Phone No: | Mobile No:

(2) Full Name: | D.O.B.

Private Address: | State: | Postcode:

Driver's Licence No: | Phone No: | Mobile No:

Account Terms: ☐ 30 Days ☐ COD ☐ Other:

Purchase Order Required? ☐ YES ☐ NO **Accounts to be emailed?** ☐ YES ☐ NO

Accounts Email Address:

Accounts Contact: | Phone No:

Bank and Branch: | Account No:

Trade References: (please provide companies that are willing to do trade references)

	Name:	**Address:**	**Phone / Fax / Email:**
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Alliance Priority Parts Pty. Ltd. which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CUSTOMER): _____

Name: _____

Position: _____

Date: _____

SIGNED (ALLIANCE REPRESENTATIVE): _____

Name: _____

Position: _____

Date: _____

OFFICE USE ONLY

Account / Ref. No.	Credit Limit	Approved By	Data Inputted	Date
	$			

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Alliance Priority Parts Pty. Ltd. and its successors and assigns ("Alliance Priority") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

Customer's Full Legal Name / Company Name: *("the Customer") [Insert Company Name In Box Provided]*

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to Alliance Priority Parts of all monies which are now owing to Alliance Priority Parts by the Customer and all further sums of money from time to time owing to Alliance Priority Parts by the Customer in respect of goods and services supplied or to be supplied by Alliance Priority Parts to the Customer or any other liability of the Customer to Alliance Priority Parts, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with Alliance Priority Parts, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Alliance Priority Parts the Guarantor will immediately on demand pay the relevant amount to Alliance Priority Parts.

2. HOLD HARMLESS AND INDEMNIFY Alliance Priority Parts on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Alliance Priority Parts in connection with: (a) the supply of goods and/or services to the Customer; or (b) the recovery of monies owing to Alliance Priority Parts by the Customer including the enforcement of this Guarantee and Indemnity.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. I/We have received, read and understood Alliance Priority Parts' Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.

4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to Alliance Priority Parts by the Customer and all obligations herein have been fully paid satisfied and performed.

5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Alliance Priority Parts' part shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor.

6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by: (a) any alteration, modification, variation or addition to any contract; (b) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer; (c) any other act, omission or event which might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity.

7. The term "Guarantor" shall bind all named guarantors jointly and severally.

8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Alliance Priority Parts.

9. I/we irrevocably authorise Alliance Priority Parts to obtain from any person or company any information which Alliance Priority Parts may require for credit reference purposes.

10. The above information is to be used by Alliance Priority Parts for all purposes in connection with Alliance Priority Parts considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners.
3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

1. Definitions

1.1 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form.
1.2 "Consumer" means a Consumer as defined for the purposes of the Competition and Consumer Act 2010.
1.3 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
1.4 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Alliance Priority Parts to provide the Goods.
1.5 "Goods" means all Goods or Services supplied by Alliance Priority Parts to the Customer at the Customer's request from time to time.
1.6 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Alliance Priority Parts and the Customer.
1.8 "Alliance Priority Parts" means Alliance Priority Parts Pty. Ltd. ABN 33 697 061 279, its successors and assigns or any person acting on behalf of and with the authority of Alliance Priority Parts Pty. Ltd.

2. Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document, the terms of this Contract shall prevail.
2.3 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Alliance Priority Parts and it has been approved with a credit limit established for the account.
2.4 In the event that the supply of Goods requested exceeds the Customer's credit limit, Alliance Priority Parts reserves the right to refuse delivery.
2.5 Electronic signatures shall be deemed to be accepted by either party in accordance with the Electronic Transactions Act 2000.

3. Errors and Omissions

3.1 The Customer acknowledges and accepts that Alliance Priority Parts shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s) resulting from an inadvertent mistake in the formation and/or administration of this Contract.
3.2 In the event such an error occurs and is not attributable to the negligence of Alliance Priority Parts, the Customer shall not be entitled to treat this Contract as repudiated.
3.3 The Customer is responsible for supplying correct order information. The Customer must pay for all Goods ordered notwithstanding any Customer Error.

6. Price and Payment

6.1 At Alliance Priority Parts' sole discretion, the Price shall be either: (a) as indicated on any invoice; or (b) Alliance Priority Parts' quoted price which will be valid for thirty (30) days.
6.2 Alliance Priority Parts reserves the right to change the Price if a variation from the specifications is requested.
6.3 At Alliance Priority Parts' sole discretion, a deposit may be required.
6.4 Time for payment is of the essence. The Price will be payable by the Customer on the date/s determined by Alliance Priority Parts.
6.5 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply), or by any other method as agreed.
6.6 Alliance Priority Parts may in its discretion allocate any payment received from the Customer towards any invoice that Alliance Priority Parts determines.
6.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Alliance Priority Parts.
6.8 Unless otherwise stated the Price does not include GST. The Customer must pay GST at the same time and on the same basis as the Customer pays the Price.

7. Delivery of Goods

7.1 Delivery of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Alliance Priority Parts' address; or (b) Alliance Priority Parts delivers the Goods to the Customer's nominated address.
7.2 At Alliance Priority Parts' sole discretion, the cost of Delivery is included in the Price.
7.3 Alliance Priority Parts may deliver the Goods in separate instalments.
7.4 The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.
7.5 Any time specified by Alliance Priority Parts for Delivery of the Goods is an estimate only and Alliance Priority Parts will not be liable for any loss or damage incurred because of Delivery being late.

8. Risk

8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Alliance Priority Parts is entitled to receive all insurance proceeds payable for the Goods.
8.3 If the Customer requests Alliance Priority Parts to leave Goods outside Alliance Priority Parts' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.

11. Title

11.1 Alliance Priority Parts and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid Alliance Priority Parts all amounts owing; and (b) the Customer has met all of its other obligations to Alliance Priority Parts.
11.2 Receipt of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
11.3 Until ownership passes to the Customer: (a) the Customer is only a bailee of the Goods and must return them to Alliance Priority Parts on request; (b) the Customer irrevocably authorises Alliance Priority Parts to enter any premises where Alliance Priority Parts believes the Goods are kept and recover possession of the Goods.

12. Personal Property Securities Act 2009 ("PPSA")

12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
12.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods supplied by Alliance Priority Parts to the Customer, and the proceeds from such Goods.
12.3 The Customer undertakes to promptly sign any further documents and/or provide any further information which Alliance Priority Parts may reasonably require to register a financing statement.
12.4 Alliance Priority Parts and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
12.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

13. Security and Charge

13.1 In consideration of Alliance Priority Parts agreeing to supply the Goods, the Customer charges all of its rights, title and interest in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions.
13.2 The Customer indemnifies Alliance Priority Parts from and against all Alliance Priority Parts' costs and disbursements including legal costs incurred in exercising Alliance Priority Parts' rights under this clause.
13.3 The Customer irrevocably appoints Alliance Priority Parts and each director of Alliance Priority Parts as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause.

14. Defects, Warranties and Returns

14.1 The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify Alliance Priority Parts in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote.
14.2 Under applicable State, Territory and Commonwealth Law certain statutory implied guarantees and warranties may be implied into these terms and conditions.
14.3 Alliance Priority Parts acknowledges that nothing in these terms and conditions purports to modify or exclude Non-Excluded Guarantees.
14.8 Returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 14.1; (b) Alliance Priority Parts has agreed that the Goods are defective; (c) the Goods are returned within a reasonable time at the Customer's cost; and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
14.11 Alliance Priority Parts may in its absolute discretion accept non-defective Goods for return in which case Alliance Priority Parts may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.

16. Default and Consequences of Default

16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month after as well as before any judgment.
16.2 If the Customer owes Alliance Priority Parts any money, the Customer shall indemnify Alliance Priority Parts from and against all costs and disbursements including legal costs, internal administration fees, and contract default fees.
16.4 Without prejudice to Alliance Priority Parts' other remedies at law, Alliance Priority Parts shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing shall become immediately payable if: (a) any money payable to Alliance Priority Parts becomes overdue; (b) the Customer has exceeded any applicable credit limit; (c) the Customer becomes insolvent or enters into an arrangement with creditors; or (d) a receiver, manager, or liquidator is appointed in respect of the Customer.

17. Cancellation

17.1 Without prejudice to any other remedies Alliance Priority Parts may have, if at any time the Customer is in breach of any obligation under these terms and conditions, Alliance Priority Parts may suspend or terminate the supply of Goods to the Customer.
17.2 Alliance Priority Parts may cancel any contract or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Alliance Priority Parts shall repay to the Customer any money paid by the Customer for the Goods.
17.3 If the Customer cancels Delivery of Goods, the Customer shall be liable for all losses incurred (whether direct or indirect) by Alliance Priority Parts as a direct result of the cancellation (including, but not limited to, any loss of profits).

18. Privacy Policy

18.1 All emails, documents, images, or other recorded information held or used by Alliance Priority Parts is Personal Information and therefore considered Confidential Information. Alliance Priority Parts acknowledges its obligations pursuant to the Privacy Act 1988 ("the Act") including the Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB).
18.3 The Customer agrees that Alliance Priority Parts may exchange information about the Customer with credit providers for the following purposes: (a) to assess an application by the Customer; (b) to notify other credit providers of a default by the Customer; (c) to exchange information with other credit providers as to the status of this credit account; (d) to assess the creditworthiness of the Customer.
18.8 The Customer shall have the right to request (by e-mail) from Alliance Priority Parts: (a) a copy of the Personal Information about the Customer; and (b) that Alliance Priority Parts does not disclose any Personal Information about the Customer for the purpose of direct marketing.

20. Service of Notices

20.1 Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party; (d) if sent by facsimile transmission to the fax number of the other party; (e) if sent by email to the other party's last known email address.
20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

21. Trusts

21.1 If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Alliance Priority Parts may have notice of the Trust, the Customer covenants with Alliance Priority Parts as follows: (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund; (b) the Customer has full and complete power and authority under the Trust to enter into the Contract; (c) the Customer will not without consent in writing of Alliance Priority Parts cause, permit, or suffer to happen the removal or replacement of the Customer as trustee, any alteration to the terms of the Trust, any advancement or distribution of capital, or any resettlement of the trust property.

22. General

22.1 Any dispute or difference arising as to the interpretation of these terms and conditions shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms.
22.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision.
22.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.
22.4 Alliance Priority Parts shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) arising out of a breach by Alliance Priority Parts of these terms and conditions.
22.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, pandemics, or other Force Majeure event beyond the reasonable control of either party.
22.10 Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.