



ABN 22 108 505 844  
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 Ph (02) 9675 3444 Fax (02) 9832 2818  
 Email: [accounts@eipdiesel.com.au](mailto:accounts@eipdiesel.com.au) website: [www.eipdiesel.com.au](http://www.eipdiesel.com.au)

## Application for Credit Account

Please complete all sections below to enable us to consider your request for credit (if "Limited" or "Pty Limited" clearly state) and return ALL signed pages to our Accounts Department.

Trading Name (in full) \_\_\_\_\_ ABN \_\_\_\_\_

Business address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Postal address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Nature of Business or Occupation: \_\_\_\_\_

Premises Owned or Rented? \_\_\_\_\_ Lease expiry: \_\_\_\_\_ No. Of employees \_\_\_\_\_

Amount of Monthly Credit required: \$ \_\_\_\_\_

*(If sole trader/partnership fill in names etc of sole trader/partners, if company fill in the names of directors)*

**1. Name** \_\_\_\_\_

Private address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

**2. Name** \_\_\_\_\_

Private address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

**3. Name** \_\_\_\_\_

Private address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

*(If more than 3 directors/partners please write further details overleaf)*



Trade References

- 1. \_\_\_\_\_ Phone ( ) \_\_\_\_\_
- 2. \_\_\_\_\_ Phone ( ) \_\_\_\_\_
- 3. \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Account No. \_\_\_\_\_

Contact details for Accounts Payable

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

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- 1. The Customer makes an application for credit account with EIP Diesel Pty Ltd and agrees to pay all amounts due to EIP Diesel Pty Ltd promptly and in accordance with its standard Trading Terms and Conditions.
  - 2. The Customer warrants to EIP Diesel Pty Ltd the accuracy of the information provided in this form. The Customer acknowledges that EIP Diesel Pty Ltd will rely on the truth and accuracy of the information provided by the Customer herein in considering the Customer's credit application. In addition to any other remedies that may be available to EIP Diesel Pty Ltd, the Customer's credit sale account may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Customer in this application are inaccurate or misleading in any significant respect.
  - 3. The Customer agrees to allow EIP Diesel Pty Ltd to obtain information on the Customer's Credit standing from whatever source EIP Diesel Pty Ltd deems appropriate, including any credit reference agency.
  - 4. The Customer agrees that EIP Diesel Pty Ltd's Trading Terms and Conditions, as attached to this Form, will govern all transactions between EIP Diesel Pty Ltd and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by EIP Diesel Pty Ltd. The Customer agrees:
    - (i) It has been provided with a copy of EIP Diesel Pty Ltd's standard Trading Terms and Conditions;
    - (ii) It has had the opportunity to read the standard Trading Terms and Conditions; and
    - (iii) To be bound by the standard Trading Terms and Conditions set out in the document attached to this application Form.
  - 5. I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

For and on behalf of the Customer:

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**DIRECTOR'S DEED OF GUARANTEE**

We, the directors of \_\_\_\_\_ ABN \_\_\_\_\_ in consideration of **EIP Diesel Pty Ltd, ABN 22 108 505 844** agreeing to provide credit to the Customer, hereby jointly and severally agree, as witnessed by our execution hereof:

- a) to guarantee the payment of all debts now due or to become due by the Customer to EIP Diesel Pty Ltd and indemnify EIP Diesel in respect of any losses arising as a result of the Customer failing to pay debts due to EIP Diesel Pty Ltd.
- b) That this guarantee and indemnity is a continuing obligation on our part and shall not be affected by the giving of any time or other indulgence to the Customer by EIP Diesel Pty Ltd
- c) That each of us is jointly and severally liable as amongst ourselves and with the Customer for all amounts owed by the Customer to EIP Diesel Pty Ltd and EIP Diesel Pty Ltd is at liberty to act as though any one of us was the principal debtor and we hereby waive all and any of our rights as surety which may at any time be inconsistent with any of the above provisions;
- d) That if the Customer goes into liquidation or bankruptcy then we agree not to prove in such liquidation or bankruptcy until all debts to EIP Diesel Pty Ltd together with all other amounts owing to EIP Diesel Pty Ltd by the Customer and the legal costs of EIP Diesel Pty Ltd on a solicitor and client basis have been paid.
- e) That this guarantee is revocable at any time as to future transactions by the service of written notice on EIP Diesel Pty Ltd at EIP Diesel Pty Ltd's place of business and we agree that we are liable for all debts of the Customer to EIP Diesel Pty Ltd up to and including the transaction immediately prior to the service of notice;
- f) That otherwise this guarantee continues notwithstanding:-
  - i. A change in the constitution of the partnership or company notwithstanding Section 18 of the Partnership Act or any other enactment;
  - ii. The Customer's business is assigned or in any way transferred to a different party;
  - iii. A petition is presented for the winding-up of the Customer or a resolution is passed for the winding-up of the Customer, whether provisionally or otherwise; or
  - iv. Where a judgement is granted against the Customer and that judgement remains unsatisfied or unappealed for a period of fourteen (14) days after the date of such judgement;
- g) That this guarantee will be enforceable against all of the guarantors who have executed the guarantee, notwithstanding that not all the named guarantors or not all the directors of the Customer may have executed the guarantee; and
- h) The guarantors have recognised their right to seek independent legal and financial advice on the documents prior to signing, but have however declined to do so and that EIP Diesel Pty Ltd is under no obligation to provide the guarantors with legal and financial advice as to the consequences and effect of these documents, nor to explain these documents to the guarantors.

**EXECUTED AS A DEED**

Signed by \_\_\_\_\_ }  
In the presence of: \_\_\_\_\_ }

\_\_\_\_\_  
Directors Signature

\_\_\_\_\_  
(Witness)

Signed by \_\_\_\_\_ }  
In the presence of: \_\_\_\_\_ }

\_\_\_\_\_  
Directors Signature

\_\_\_\_\_  
(Witness)

# EIP DIESEL PTY LTD

## Trading Terms & Conditions

EIP Diesel Pty Ltd (EIP) takes pride in the quality of its products and its services to customers. Customers are requested to inform EIP if an order is incorrectly delivered or if there is dissatisfaction with the goods.

As a part of our quality procedures, it is important that EIP and the customer agree on the terms on which business is to be transacted. These terms and conditions are current for trading with EIP at the time of issue, however the terms and conditions may vary from time to time.

### 1. Payment

- i. All payments are due within 30 days trading month end. Interest may be charged on an overdue account. This is charged at the rate of 1.5% per month from the expiry of that period until the date payment is received by EIP.
- ii. If a Customer is in default, EIP may at its discretion, withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- iii. Payment by credit cards are accepted but may include a surcharge.

### 2. Retention of Title

- i. Ownership of all goods and services remain the property of EIP until payment has been made in full.
- ii. The goods are always at the risk of the customer.

### 3. Delivery

- i. The times quoted for delivery are estimates only and EIP accepts no liability for failure or delay in delivery of goods. The customer is not relieved of any obligation to accept or pay for goods by reason of any delay in delivery.
- ii. Goods may be delivered by installments at the discretion of EIP.
- iii. Risk in acceptance the Goods shall pass on delivery to the Customer
- iv. All delivery charges are payable, in addition to the Purchase Price of the Goods
- v. Whole goods may be returned for credit by prior agreement with EIP. Those goods will be subject to a restocking charge of 15% of the original invoiced value, plus freight and administration costs provided the original equipment supplier agrees to a return of the goods into stock
- vi. Any indented whole goods will not be accepted back for credit.
- vii. Claims for shortages and incorrect supply will not be recognised after seven (7) days from the date of invoice.

### 4. Warranties

- i. Conditions are strictly back to base and must be accompanied by original invoice, in original condition and complete with packaging.
- ii. Warranty will be based on manufacturers warranty and will not cover the cost of labour or expenses.
- iii. EIP must be granted full and free access to enable any warranty claim to be investigated.

### 5. Goods & Services Tax

Goods and services Tax (GST) will be shown separately in the account for the sale of the Goods and the provision for service. The amount of GST payable in respect of the supply of the goods or services is payable by the Customer. The Customer must indemnify EIP in respect of GST paid and payable by EIP in respect of the supply of the product and of the service.

### 6. General

- i. These terms and conditions are to be construed in accordance with the laws in the State of New South Wales and the Commonwealth of Australia.
- ii. These terms and conditions take precedence over all customer terms and conditions that may be detailed on any purchase order/s provided to EIP.
- iii. EIP retains the right to review the provision of credit to the customer for any reason including insufficient account activity.
- iv. In the event of the customer defaulting in any of these terms and conditions EIP shall have the right (without giving notice) to retake possession of the goods supplied to the customer.
- v. The customer authorises and allows EIP or our representative to enter the premises where the goods may be stored for the purpose of retaking the goods.
- vi. EIP shall not be liable for any damages, expenses or losses suffered by the customer as a result of retaking possession of the goods.

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_