

DP Sourcing Solutions Pty Ltd
Trading as: MALZ Motoring & Leisure Zone (MALZ)
ABN: 21 110 762 046
PO Box 1275, Innaloo WA 6918
Tel: (08) 9242 8911 Fax: (08) 9242 8611 email: accounts@malz.com.au

CREDIT APPLICATION – BUSINESS ACCOUNT

Date: _____ Driver's Licence #: _____ Copy Provided: Yes No

Name of applicant (if sole trader): _____

Issuing store: Balcatta Cannington Cockburn Midland Head Office

Registered name of Business: _____

ABN: _____ Pty Ltd Company Ltd Company Partnership Sole Trader

Which year did your business commence? _____

Requested monthly credit limit: _____ (if greater than \$2,000 inc. GST)

Trading name: _____

Delivery Address: _____ P/code: _____

Postal Address: _____ P/code: _____

Contacts: Accounts

Name	Telephone #
Email	Fax #

Contacts: Purchasing

Name	Telephone #
Email	Fax #

How would you like to receive statement? email fax post

MALZ would like to send you information from time to time about products and services that may be of interest to you. Please tick the box if you do not want to receive this material

Details of Proprietors (Directors, Partners or Owners)

Full Name	Private Address	Telephone

Banking details

Bank	Telephone #
Branch	

Trade References (2 required)

Business Name	Telephone	Fax

In compliance with the Privacy Act 1988, any personal information provided in this "Application for Credit" will only be used for the purpose of DP Sourcing Solutions credit assessment. It will not be given to any other person/organisation without the permission of the applicant.

Account Type – Type of Business

- | | | | |
|---------------------------------------|---|--|--|
| <input type="checkbox"/> AGRICULTURAL | <input type="checkbox"/> AUTO DETAILERS | <input type="checkbox"/> AUTO ELECTRICAL | <input type="checkbox"/> AUTO MECHANICAL |
| <input type="checkbox"/> BRICKLAYING | <input type="checkbox"/> BUILDER | <input type="checkbox"/> CARPENTER | <input type="checkbox"/> DEALERSHIP |
| <input type="checkbox"/> ELECTRICIAN | <input type="checkbox"/> EXHAUST | <input type="checkbox"/> HIRE/RENTAL | <input type="checkbox"/> INDUSTRIAL |
| <input type="checkbox"/> LANDSCAPING | <input type="checkbox"/> MARINE | <input type="checkbox"/> MINING | <input type="checkbox"/> PAINTING |
| <input type="checkbox"/> PLASTERING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> RESELLER | <input type="checkbox"/> SERVICE STATION |
| <input type="checkbox"/> SMASH REPAIR | <input type="checkbox"/> SUSPENSION | <input type="checkbox"/> TYRE & WHEELS | <input type="checkbox"/> TRANSPORT |

Payment of the account can be made via EFT (preferred), credit card or cheque. Payment can be made at any store or directly to our head office, on or before the due date.

BSB: 086 131
Account No: 82348 7470
Account Name: DP Sourcing Solutions Pty Ltd
Reference: Your name & PO #

If you pay by cheque, your cheque should be mailed to PO Box 1275 Innaloo WA 6918, to arrive on or before the due date.

To pay via credit card, either visit a store or contact our accounts department on 9242 8911.

STANDARD TERMS AND CONDITIONS

DP Sourcing Solutions Pty Ltd shall be at liberty to withdraw account facilities offered to the Applicant at any time without prejudice to any other right it may have and without being liable for the consequences.

That the Applicant shall be liable for all costs, charges, commissions, fees and disbursements incurred by DP Sourcing Solutions Pty Ltd in recovery of any unpaid account including charges for any dishonored cheques received.

The Applicant agrees to notify DP Sourcing Solutions Pty Ltd no later than fourteen (14) days prior to any change of ownership of the intended change. Failure to do so could result in the Applicant being responsible for future debts (credit facilities will not automatically be transferred to a new owner).

1. GENERAL

(1) In these terms and conditions of sale:

- (a) "the Supplier" means MALZ (ACN 110 762 046) and any related companies (as that term is defined under the Corporations Law) together with its duly appointed agents and representatives;
- (b) the "Customer" means the person, partnership or corporation acquiring the goods; and
- (c) "goods" means the goods the Customer is acquiring from the Supplier pursuant to these terms and conditions of sale.
- (d) "agreement" means the agreement or any one or more agreements between the Supplier and the Customer for the sale and purchase of goods.

(2) The Customer acknowledges that these terms and conditions of sale constitute the entire agreement between the parties in relation to the goods. Prior arrangements, agreements, representations or undertakings are hereby superseded and these terms and conditions of sale replace in total any terms and conditions contained or referred to in the Customer's order.

(3) These terms and conditions of sale shall not be construed so as to exclude, limit, restrict or modify the rights, entitlements or remedies conferred or the liabilities imposed upon the Customer or the Supplier by any conditions or warranty implied by any Commonwealth, State or Territory Act or Ordinance or any international conventions, rendering void or prohibiting such exclusion, limitation, restriction or modification. Where it is possible to exclude the operation of any Commonwealth, State or Territory Act or Ordinance, such Acts or Ordinances shall be excluded.

2. PAYMENT

- a) Payment of account to be made within 21 days from invoice date months end.
- b) The only accepted means of paying accounts will be by cash, cheque or electronic funds transfer, all without any deduction, unless otherwise agreed to by DP Sourcing Solutions Pty Ltd.
- c) Balances of accounts not paid as stated at 2a) and 2b) above will be deemed overdue.
- d) Interest may be charged at 2% per month (24% p.a.) on overdue payments at the discretion of DP Sourcing Solutions Pty Ltd.

3. MINIMUM ORDER/INVOICE VALUE

The minimum order value for any goods to be supplied to a Customer under these terms and conditions of sale shall be \$25.00 for any one order.

4. PRICE

The prices and specifications of the goods are subject to change without notice.

5. RISK

The goods shall be at the Customer's risk immediately on collection or delivery to the Customer or its agent's premises and thereafter the risk of any loss or damage to or deterioration of the goods from whatever cause arising shall be the responsibility of the Customer.

6. RETURNS

Any return of goods must firstly have been given authorization from a representative of DP Sourcing Solutions Pty Ltd. All goods must be returned in 100% saleable condition.

8. WARRANTY & GUARANTEES

All products (unless stated otherwise) are subject to the MALZ warranty period of 12 months from original date of purchase. Normal warranty and guarantee conditions apply as per a normal retail sale.

9. TITLE

(1) Notwithstanding clause 5 title and property in the goods shall remain with the Supplier and the Supplier reserves the right to dispose of the goods until such time as:

(a) full payment is made for all amounts owing by the Customer to the Supplier so that the Customer's total indebtedness to the Supplier under these terms and conditions of sale is discharged; or

(2) if the Customer fails to pay any amount of the Customer's total indebtedness to the Supplier under these terms and conditions of sale when it is due to the Supplier, or an event of default occurs the Supplier may without notice and without prejudice to any of its other rights and remedies recover and/or re-sell the goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose.

10. LEGAL CONSTRUCTION

These terms and conditions of sale will be governed in accordance with the laws of the State of Western Australia and the Customer hereby submits to the exclusive jurisdiction of the Courts of the State and any appellate Courts there from.

ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise agreed in writing by the Supplier all orders for goods placed by the Customer and all agreements and contracts for the supply of goods by the Supplier to the Customer are subject to these terms and conditions of sale.

Signature of Applicant: _____ **Date:** _____

Name: _____ **Position:** _____

GUARANTEE

In consideration of MALZ (ACN 110 762 046) (hereinafter called "the Supplier") agreeing to supply the applicant goods and services on credit to _____ (hereinafter called "the Customer").

I/We the undersigned hereby agree with the Supplier as follows:

1. To be answerable and responsible to the supplier for any liability incurred by the Customer pursuant to the credit terms, contained in the Account Application Form and the Terms and Conditions of Sale.
2. This agreement shall be a continuing guarantee to the Supplier for all debts whatsoever and whensoever contracted by the Customer with the Supplier in respect to goods and services supplied the Customer from time to time and for any liability incurred by the Customer pursuant to the credit terms contained in the Account Application Form and the Terms and Conditions of Sale.
3. The Supplier is at liberty without notice to me/us and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the Customer and to accept payment from the Customer in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the Customer to the Supplier instead of merely surety for the Customer.
4. The Supplier may at any time at its absolute discretion and without notice to me/us, refuse credit or supplies of goods and services to the Customer without discharging or impairing my/our liability under this guarantee.
5. This guarantee shall be enforceable against me/us notwithstanding that any negotiable instrument or other security shall at the time of proceedings be taken against me/us on this guarantee be outstanding or in circulation.
6. This guarantee shall remain current until the Supplier releases me/us from my/our obligations hereunder in writing.
7. I/We agree that the Supplier has my/our approval to conduct any credit searches pertaining to this application both prior to and after such approval for credit is granted, subject to the application being approved.

Dated the _____ day of _____ 20_____

Signature of Guarantor

Please Print Name:

Private Address of Guarantor

In the presence of: (Signature)

Private Address of Witness

Signature of Guarantor

Please Print Name:

Private Address of Guarantor

In the presence of: (Signature)

Private Address of Witness

PRIVACY ACT 1988

PLEASE READ THE FOLLOWING CAREFULLY

1. MALZ (ACN 110 762 046) shall hereinafter be referred to as the CREDIT PROVIDER.
2. The Applicant/s hereby acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them may be disclosed to or acquired from a credit reporting agency.
3. The Applicant/s hereby acknowledges that they have been informed that personal information about them may be disclosed by the CREDIT PROVIDER to a credit reporting agency.
4. The Applicant/s hereby agrees that the CREDIT PROVIDER may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
5. The Applicant/s hereby agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
6. The Applicant/s hereby agrees to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the CREDIT PROVIDER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
7. The Applicant/s hereby agrees to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
8. The Applicant/s hereby agrees that in the event of default of payment of my debts that the CREDIT PROVIDER may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

THIS CREDIT APPLICATION CANNOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED.