

Grand Prix NARANGBA

Application for Credit

Company Name & Address:

Trading Name:			
ABN:			
Street Address:			
PO Address:			
Phone:		Fax:	
Accounts Email:			

Company Details:

<input type="checkbox"/> Public COY	<input type="checkbox"/> Private COY	<input type="checkbox"/> NL COY	<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader
Registered Name:					
Registered Address:					

Credit Limit:

The customer agrees that the trading terms are **strictly** thirty ("30") days from invoice unless expressly acknowledged by Grand Prix Automotive Group in writing.

Please advise which entity you are requesting credit with:

Grand Prix Mazda Lakes Hyundai Chery Peugeot / Citroen

Grand Prix Mazda Only:

Credit Limit Requested: (Estimate equivalent to 2 months purchases)		Estimated Monthly Spend:	
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Directors / Partners / Owners Personal Guarantee:

- As the director(s) of, I / we hereby unconditionally guarantee the payments of any debt incurred / owed by the Client to Grand Prix Automotive Group.
- This guarantee shall be a joint and several personal guarantee.

Grand Prix Narangba
18 Robart Court, Narangba Qld 4504
07 3263 5999

Directors/ Partners Details:	
Name & Address	
Name & Address	
Name & Address	

Trade References:			
Name:		Phone:	
		Email:	
Name:		Phone:	
		Email:	
Name:		Phone:	
		Email:	

Acknowledgment:

The Customer agrees to be bound by the Terms & Conditions of Supply supplied in Attachment 1 of this Agreement.

Signatory

Name: (Print in block letters)	
Position:	
Signature:	
Date:	

Please return form via email to j.storey@grandprixautogroup.com.au

Office Use Only:			
<input type="checkbox"/> Trade References reviewed		<input type="checkbox"/> Approved for Account Level:	
<input type="checkbox"/> Processed:	Date:	Authorised:	

Attachment 1

GRAND PRIX AUTOMOTIVE GROUP

Terms and Conditions of Supply

These Terms and Conditions of Supply apply to any and all products and services supplied by or on behalf of Grand Prix Automotive Group (i.e. Grand Prix Mazda and / or Lakes Hyundai) to the customer as identified in the related Product and Services Supply Agreement ("Customer"), notwithstanding anything that may be stated to the contrary in the Customer's enquiries, on the Customer's orders or in the Customer's terms and conditions. These Terms and Conditions can only be altered, varied or added to by prior written approval of an authorised representative of the Grand Prix Automotive Group. Notwithstanding anything else in these Terms and Conditions, Grand Prix Automotive Group reserves the right to change its Terms and Conditions at any time. Any amendments to these Terms and Conditions shall apply to all orders accepted by Grand Prix Automotive Group after such amendments have been notified to the Customer. Grand Prix Automotive Group will provide Customer at least 30 days' notice of any such amendments.

1. Price and Payment

1.1 Prices. Unless specified and agreed in writing by Grand Prix Automotive Group, the prices for the products and/or services supplied by Grand Prix Automotive Group do not include the costs of delivery, transportation and insurance or any applicable taxes, such as sales tax or goods and services tax.

1.2 GST

(a) If any goods and services tax, value added tax or any other like tax ("GST") is imposed on any supply of Products and Services or any other matter or thing done under or in connection with this Agreement, the Customer must pay any such GST which is invoiced by Grand Prix Automotive Group.

(b) Following payment of any such GST, Grand Prix Automotive Group will provide the Customer with a tax invoice in accordance with any law imposing such GST.

(c) If the Customer pays the GST invoiced by Grand Prix Automotive Group, and any claim or demand is made against Grand Prix Automotive Group for the payment of a further amount of GST in respect of the Supply of the Products and Services or any other matter or thing done under or in connection with this Agreement, the Customer must pay such further GST within 7 days of Grand Prix Automotive Group providing an invoice for such GST.

1.3 Late Payment. Unless Grand Prix Automotive Group otherwise agrees in writing, if the Customer does not pay any amount invoiced by the due date, then in addition and without prejudice to any rights or remedies available to Grand Prix Automotive Group:

(a) interest will be payable by the Customer on the amount due at the rate of 12% per annum (or such other rate as Grand Prix Automotive Group notifies to the Customer from time to time) accruing daily from the due date until Grand Prix Automotive Group receives payment in full;

(b) all amounts invoiced to or owing by the Customer will become immediately due and payable;

(c) Grand Prix Automotive Group reserves the right to withhold any or all Products and Services including any service reports, testing results or other services or documentation; and

(d) to the maximum extent permitted by law, Grand Prix Automotive Group accepts extent no liability whatsoever in connection with its performance or non-performance of this Agreement.

2 Delivery

2.1 Delivery. Grand Prix Automotive Group will use its reasonable endeavours to deliver the Products and Services to Customer in accordance with the lead time specified in the quotation supplied by it, but time of delivery shall not be of the essence and Grand Prix Automotive Group will have no liability to Customer (whether for loss or damage or otherwise) if, notwithstanding such endeavours, there is a delay in delivery. If the Products and Services are not delivered in accordance with the Delivery Requirements the Customer is not relieved from its obligations to purchase and pay for the Products and Services.

2.2 Withholding Delivery. In addition to any other rights and remedies available to it, Grand Prix Automotive Group will be entitled to withhold delivery of any Products and Services, cancel any order for Products and Services or discontinue supplying Products and Services to the Customer until such time as any amounts due and owing by the Customer to Grand Prix Automotive Group are paid.

2.3 Return of Products. The Customer will have a period of 14 days after delivery of the Products to inspect the Products. If all or some of the Products do not conform with the specifications in the quotation, the Customer may return such Products to Grand Prix Automotive Group within 14 days after their delivery, or as otherwise agreed in writing by Grand Prix Automotive Group. Any Products not so returned will be deemed to be accepted by the Customer.

3 Risk and Title

3.1 Risk. Unless otherwise specified in or agreed by Grand Prix Automotive Group in writing, the risk of loss and damage to the Products passes to Customer on delivery of the Products to Customer or to Customer's carrier or agent, whichever occurs earlier.

3.2 Title

(a) Title to any Products supplied will not pass to the Customer until Grand Prix Automotive Group has received payment in full of the price for all the Products supplied by Grand Prix Automotive Group to Customer under these Terms and Conditions.

(b) Within 7 days of Grand Prix Automotive Group's request, the Customer must return to Grand Prix Automotive Group all unused Products covered by the request for which Grand Prix Automotive Group has not received payment in full.

(c) Until the Products are fully paid for, Grand Prix Automotive Group:

(i) retains title to the Products;

(ii) has by itself or by its agent the unrestricted right to enter the Customer's premises, or the premises of any related body corporate or agent where the Products are located, without liability for trespass or any resulting damage, and to re-take possession of the Products; and

(iii) is entitled to keep or re-sell any Products so-repossessed.

4 Intellectual Property

(a) Customer acknowledges that:

(i) the Intellectual Property Rights are the property of Grand Prix Automotive Group; and

(ii) the Customer must not use, modify, adapt, translate or in any other way deal with the Intellectual Property Rights without the prior written consent of Grand Prix Automotive Group.

(b) Except as may be expressly provided in any consent granted by Grand Prix Automotive Group to the Customer in accordance with clause 5 (a)(ii), the Customer may not do any of the acts and will not have any of the powers referred to in section 28 of the Trade Marks Act 1995 (Ch.).

(c) For the purposes of clauses 5(a) and 5(b), "Intellectual Property Rights" means all rights of Grand Prix Automotive Group (including rights of ownership, rights or licenses to use, rights arising through use and rights the subject of applications to register) in and to all patents, designs, trademarks, copyright, processes, business reputation, trade secrets, know-how and confidential information or other similar legally enforceable rights anywhere in the world, used or intended to be used by Grand Prix Automotive Group, whether or not registered or registrable.

5 Force Majeure

Without prejudice to any other provisions hereof, Grand Prix Automotive Group shall not be liable for any delay in performance or failure to perform any of its obligations, if such performance is prevented, restricted or affected by a force majeure event or any other cause beyond Grand Prix Automotive Group's control.

6 Dispute Resolution

If a claim, disagreement or dispute ("Dispute") arises between the parties, a party may not commence any court or arbitration proceedings

relating to the Dispute unless it has complied with the following (except to seek urgent interlocutory relief):

- (a) a party claiming that a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute;
- (b) on receipt of that notice by that other party, the parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, independent expert evaluation or determination or similar techniques agreed by them;
- (c) if the parties do not agree within 7 days of receipt of the notice (or any other period agreed in writing by them) concerning:
 - (i) the dispute resolution technique and procedures to be adopted;
 - (ii) the timetable for all steps in those procedures; and
 - (i) the selection and compensation of the neutral person required for the technique.

7 Assignment; Binding Effect

This Agreement may not be assigned, in whole or part, by Customer without the prior written consent of Grand Prix Automotive Group. Grand Prix Automotive Group may assign its rights and delegate its obligations under this Agreement to Grand Prix Automotive Group

parent, subsidiary or affiliate. This Agreement is binding upon and inures to the benefit of each party's respective successors or permitted assigns. Any entity acquired by Customer which is under an existing contract with Grand Prix Automotive Group will automatically be subject to these Terms and Conditions, unless otherwise agreed by Grand Prix Automotive Group in writing.

8 Miscellaneous

9.1 Independent contractors. The parties are independent contractors and these Terms and Conditions are not intended to create any partnership, trust or agency relationship.

9.2 Severability. If any provision of these Terms and Conditions is held by a court to be unlawful, invalid or unenforceable in any jurisdiction, it is to be read down and severed in that jurisdiction to the extent that it is unlawful, invalid or unenforceable, and the validity and enforceability of the remaining provisions shall not be thereby affected.

9.3 Waiver. If at any time Grand Prix Automotive Group does not enforce any of these Terms and Conditions or grants the Customer time or other indulgence, Grand Prix Automotive Group shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.

Governing law and jurisdiction. These Terms and Conditions must be read and construed according to the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.