

**30 DAY ACCOUNT APPLICATION**

**TO: BICYCLE PARTS WHOLESAL (INCOMEX)**

ABN 70 547 573 256

76-80 Micro Circuit Dandenong 3175

FAX: (03) 9702 9144

Dear Sir/Madam,

I hereby request you to grant us a credit account with your Company and tender the following guarantee and information in support of this application:

Trading Name: .....

Company Name: .....

Address:.....Suburb.....

Post code .....State.....

Telephone no (.....) .....Facsimile no. (.....).....

E-mail .....ABN.....

If a company A.C.N.....

This business/company has been operating under the present ownership for .....Weeks/month/years.

I give the following names and as trade references:

Name .....Phone: .....

Name .....Phone: .....

Name .....Phone: .....

My business/company's bank is .....Branch.....

Name and address of the proprietor(s):

1. Name .....Address .....

State .....Postcode.....Phone.....

2. Name .....Address .....

State .....Postcode.....Phone .....

**GUARANTEE**

In Consideration of Bicycle Parts Wholesale ABN 70 547 573 256, granting credit  
To (Customer Name).....  
Of(Address) .....  
I (Guarantor Full Name).....  
Of (Guarantor Address).....

(the "Guarantor") guarantee and bind myself jointly and severally with the Customer in favour of the Company for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Company.

It is agreed:

1. THAT this Guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor, in the case where the Guarantor is a company, by its liquidation.
2. THAT all compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to it.
3. THAT no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Company and the Customer nor the release by the Company of any guarantee of security held by the Company shall in any way affect the liability of the Guarantor.
4. THAT as between the Company and the Guarantor no cheque, bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
5. THAT the discharge extinguishment of postponement by bankruptcy, operation of law or otherwise of any part of the indebtedness of the Customer shall not impair, limit or affect the liability of the Guarantor.
6. THAT if any payment made to the Company by or on behalf of the Customer or Guarantor shall subsequently be avoided by any Statutory Provision or otherwise such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
7. THAT the Company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.

**AS WITNESS** our hands this .....day of.....20.....

**GUARANTOR SIGNATURE/s**

.....Name/s of guarantor.....

**in the presence of:**

**Signature of Witness** ..... **Occupation** .....

**Name of Witness** .....

**Address** .....

## TRADING CONDITIONS

GST of 10% is applicable to all items. All invoices are due and payable by the end of the month following the month of invoice. If the invoice is not paid by due date, we may charge interest on overdue accounts at 4% over the penalty rate fixed under the Penalty Interest Rate Act 1983(Victoria), calculated from the delivery until the account is paid as well as the cost of and expenses which may be incurred in the recovery or attempted recovery of the overdue amount. Orders may not be accepted if the accounts are overdue 60 days or more. Ownership of invoiced goods is not transferred until payment is made. Due to currency fluctuation all prices are subject to change without notice.

All orders will be dispatched using the most economical carrier. We do not use **overnight bags** but we can send by Australia Post express satchels. The carrier will deliver the orders during business hours. If for any reason the shop is closed, the carrier will leave an "attempt to deliver note" and the shop owner has to call the carrier to arrange another delivery or to pick up the orders himself from the carrier depot. Redelivery of orders will be charged on receivers.

Shipping damages, shortages or mistakes with your orders should be notified within seven days of receipt of the goods. All returns should be posted accompanied by a letter explaining the reason for return as well as the copy of the invoice that was shipped with the goods. **Interstate sale representative are not authorised to accept returns.** No returns will be accepted after 30 days of the invoice date.

Discounts should be deducted from the due amount and are subject to payment made in due time. All discounts are lost if the account is overdue. Additional discount of 3% is applicable if payment is made within 7 days from the date the goods are received.

If the account is paid by **EFT** our account with Westpac Bank is: **BSB: 033-126 A/C: 326 496** . In order to identify the payment please mention in your transfer the **name of the shop** or advise us by facsimile or by e-mail at **sales@bicyclepartswholesale.com.au** the amount you paid. We also accept payments by Bankcard, Visa, and MasterCard.

July 2008

**I acknowledge and accept these trading conditions of Bicycle Parts Wholesale  
ABN 70 547 573 256**

**Date.....Signature .....Position.....**

**Date.....Signature .....Position .....**

**NOTE: This credit application and guarantee must be signed only by the owner/s or duly authorised officer of the applicant.**