

CREDIT APPLICATION FORM

CONDITIONS OF SALE FOR ACCOUNT CUSTOMERS

TRADING TERMS – STRICTLY 14 DAYS

This means that payment is due within 14 days following date of invoice.

CONDITIONS OF SALE

1. The purchaser will be responsible for the product upon delivery. Products left at unattended sites are at purchaser's risk.
2. Title to the products shall not pass to the purchaser until payment in full has been received prior thereto Cue Roadhouse has the right to retrieve the products and deal with and resell same in its absolute discretion.
3. It is agreed that clause 2, of the conditions of sale shall also apply if the purchaser enters into bankruptcy or being a company goes into liquidation or receivership.
4. Nothing in this document shall be construed as to restraining the rights of Cue Roadhouse from bringing any action for default against a purchaser who fails to pay or for damages which arise from a breach of this agreement by the purchaser.
5. The law of the State of Western Australia shall apply to any dispute.

CANCELLATION OR TERMINATION

If the purchaser cancels or terminates any order then the purchaser will compensate the company for all costs incurred in the **RETURN** of products.

RETURN OF PRODUCTS

1. There is no right of return on products which are not standard carrying stock unless such products are defective.
2. Otherwise product may be returned provided that:-
 - (a) Products are undamaged.
 - (b) Original Invoice is provided with the Product.
 - (c) Notification of return is made within 7 days of purchase, and returned within 14 days of the date of invoice.
 - (d) Restocking fee is paid by purchaser.
 - (e) Costs arising from the return of such products are the purchaser's responsibility (i.e. cartage, labour etc.).

ACCEPTANCE OF ORDERS

Placement of orders and/or receipt of products are acceptance at above terms.

No other conditions as implied by customer order, etc. will be considered unless accepted in writing by the management.

CREDIT APPLICATION FORM

CONFIDENTIAL INFORMATION FOR USE IN THIS ORGANISATION ONLY

SOLE TRADER

FULL NAME.....
TRADING NAME.....
TRADE OR OCCUPATION.....
TRADING ADDRESS.....
.....
PRIVATE ADDRESS (Not P.O. Box).....
.....
DRIVER'S LICENCE No.....
SPOUSE'S NAME.....
PREVIOUS ADDRESS (If at current address is less than 2 years)
.....
.....POSTCODE.....

PHONE.....
MOBILE.....
FAX. No.....
DATE REGISTERED.....
POSTCODE.....

POSTCODE.....
DATE OF BIRTH.....
HOUSE – RENT/BUYING/OWN

PARTNERSHIP

TRADING NAME.....
TRADE OR OCCUPATION.....
TRADING ADDRESS.....
.....POSTCODE.....
BUSINESS PREMISES RENTED..... LEASED.....

PHONE.....
MOBILE.....
FAX. No.....
DATE REGISTERED.....
OWNED.....

NAMES AND ADDRESSES OF ALL PARTNERS

1. NAME.....
ADDRESS.....
2. NAME.....
ADDRESS.....
3. NAME.....
ADDRESS.....
4. NAME.....
ADDRESS.....

PHONE.....

PHONE.....

PHONE.....

PHONE.....

COMPANIES: The Director Guarantee on this form MUST BE COMPLETED

COMPANY NAME..... PHONE.....
 TRADING AS..... MOBILE.....
 TYPE OF BUSINESS..... FAX No.....
 TRADING ADDRESS..... DATE REGISTERED.....
 POSTCODE.....

BUSINESS RENTED..... LEASED..... OWNED.....

POSTAL ADDRESS.....

NAMES AND ADDRESSES OF ALL DIRECTORS

NAME..... ADDRESS..... PHONE.....
 1.....
 2.....
 3.....
 4.....

**NOTE: TO OBTAIN CREDIT, DIRECTOR GUARANTEE MUST BE COMPLETED
 DIRECTOR GUARANTEE**

IN CONSIDERATION of CUE ROADHOUSE ABN: 22 149 978 389
 Lot 50 Austin Street (243- 247)
 Cue WA 6640

giving credit to.....
 hereinafter referred to as "the Company" of
 with certain products supplied on credit or any account whatsoever I/we the undersigned Director/s of the Company: -
 (Hereinafter jointly and severally called the "Guarantors") who are the directors/shareholders in

agree with you as follows:-

1. To guarantee to you and to be otherwise answerable and responsible to you, for the due payment by the company for all products so supplied by you to the company on credit, as foresaid.
2. This guarantee is a continuing guarantee and shall extend and apply to any products rendered (or as applicable), that shall be supplied by you to the Company, its Agents, Nominees or Successors at law, and it is agreed that my/our liability under this Guarantee is joint, several and irrevocable.
3. You shall be at liberty without discharging me/us from liability hereunder to grant time or other indulgence to the Company in respect of products supplied by you to it as aforesaid and to accept payment from the Company in cash or by means of negotiable instruments and to treat the Company in all respects as though I/we were jointly liable with it as debtors to you, instead of being merely sureties for the Company.
4. That in order to give full effect to this guarantee, should the Company fail or neglect to pay your lawful demand within 14 days, we declare that you shall be at liberty to proceed against me/us directly at Guarantors as though I/we are principal debtor/s and I/we hereby waive any of our rights as sureties which may at any time be inconsistent with the provisions of this my/our guarantee.

IN THE EVENT of there being more than one Guarantor hereunder, their liability is joint and several.

DATED this.....day of20.....

DIRECTORS FULL NAME	TITLE	SIGNED	SIGNED AS
.....	Guarantor.....	Witness.....
.....	Guarantor.....	Witness.....
.....	Guarantor.....	Witness.....
.....	Guarantor.....	Witness.....

(PLEASE NOTE: CREDIT CAN ONLY APPLY TO \$200 / PER MONTH PURCHASES)
TRADE REFERENCES (BUSINESS ONLY) This Section to be completed in every case.

PURCHASING LOCATION.....EXPECTED MONTHLY PURCHASES \$.....
 BANK.....BRANCH.....

	NAME	PHONE
1.
2.
3.
4.

GENERAL INFORMATION

1. HAVE PRINCIPALS PREVIOUSLY OPERATED UNDER ANY OTHER NAME. YES.....NO.....
 If yes – details.....

2. DETAILS OF PREVIOUS EMPLOYMENT IF TRADING LESS THAN 1 YEAR

3. PREVIOUS FUEL SUPPLIER.....

I/we declare the submitted facts to be true in every aspect and agree to comply with the trading terms and conditions of **CUE ROADHOUSE** and undertake to **immediately** advise you in **writing of** changes to our trading details.

SIGNATURE OF APPLICANT..... TITLE.....
 TITLE.....
WITNESS..... DATE.....

GENERAL TERMS AND CONDITIONS OF CREDIT ACCOUNT

- I/we understand and acknowledge that normal trading terms are strictly 14 days and that payment is due by the 14th following date of invoice.
- I/we understand that an overdue account fee, may be charged on any overdue amounts at the rate of 1.5% per month.
- Account keeping fee of \$5 per month for purchases under \$200.
- I/we agree to pay any reasonable expenses incurred in obtaining or attempting to obtain payment of any overdue amount.

Cue Roadhouse reserves the right to refuse to accept for credit any goods which may be returned for credit more than seven days after the invoice for such goods.

Cue Roadhouse reserves the right to vary the Terms and Conditions at any time by giving 30 days prior notice in writing to the customer.

I/we acknowledge receipt of and accept the General Terms and Conditions of Sales and I/we certify that I/we are authorized to complete and sign this Credit Application Form and that the information provided is true and correct to the best of my/our knowledge.

Date of Application: / /

Signed:.....

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E (8) (c) of the Privacy Act, Cue Roadhouse is allowed to give a Credit Reporting Agency personal information about your credit application. The information which may be given to an Agency is covered by Section 18E (1) of the Act and includes:

- Identity particulars (as permitted by the privacy Commissioner’s determination issued under Section 18E (3).
- The fact that you have applied for credit and the amount.
- The fact that Cue Roadhouse is a current credit provider to you.
- Payments which become overdue more than 30 days, and for which collection action has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by you which have been dishonoured more than once.
- In specified circumstances, that in the opinion of Cue Roadhouse you have committed a serious credit infringement.
- That credit provided to you by Cue Roadhouse has been paid or otherwise discharged.

ACKNOWLEDGEMENT AND CONSENTS IN RELATION TO THE PRIVACY AMENDMENT ACT 1990

Cue Roadhouse considers it relevant to assess my/our application for personal credit. I/we agree to Cue Roadhouse obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

I/we agree that Cue Roadhouse may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand that this information may be used for the following purposes:

- To assess an application by me/us for credit.
- To notify other credit providers of a default by me/us.
- To exchange information with other credit providers to the status of this loan where I am in default with other credit providers.
- To assess my/our credit worthiness.

Signed:.....Date:.....

Signed:.....Date:.....

OFFICE USE ONLY

TRADE REFERENCES:

1.....
.....
2.....
.....
3.....
.....
4.....
.....

MANAGERS NOTES.....
.....

ACCOUNT TYPE..... TRADE CLASS..... ACCOUNT No.....

DATE APPROVED/...../...../..... CREDIT LIMIT \$.....

APPROVED CREDIT DEPARTMENT.....

APPROVED ACCOUNTING MANAGER.....