

Business Credit Account Application



1. Business Details.

Sole Trader
 Partnership
 Company
 Trading Trust

Company or Business Name

Trading As

Street Address

Postal Address

Office Use Only

Customer

C/Code

Acc Rep

Approved Credit

Approved Period

Signed

Telephone

()

Fax Number

()

Contact Person

Department

Telephone

()

Fax Number

()

Registration number/A.C.N

Date of Registration

Email Address

Web Site

www.

2. Type of Business

Nature of Business or income-producing activity
(Eg. Mechanical workshop, Parts Export, Etc.)

Date Commenced

Number of Employees

/ /

Premises

Owned (Outright)
 Rented
 Mortgaged

Signed.....

3. Trade/ Business References

Name	Contact	Phone Number
1 _____	_____	() _____
2 _____	_____	() _____
3 _____	_____	() _____

4. Details of Sole Trader/Partnership/Directors or Trustees

Full Name _____	Full Name _____
Residential Address _____	Residential Address _____
Telephone _____	Telephone _____
Drivers Licence No: _____ Exp Date: _____	Drivers Licence No: _____ Exp Date: _____
Full Name of Spouse _____	Full Name of Spouse: _____

5. Credit Limit Request

Equivalent to one months' average business

AUD\$ _____ Period _____ week/s

Eg. Date of Invoice is 20th April.

If Payment period is 7 days, payment will be due on 27th April.

If Payment period is 30 days, payment will be due on 20th May.

6. Assets/Liabilities of Business

Assets	Current Value	Liabilities/Loans	Current Value
Current assets	AUD\$ _____	Current liabilities	AUD\$ _____
Non Current tangible	AUD\$ _____	Non Current liabilities	AUD\$ _____
Intangible assets	AUD\$ _____	Shareholder's equity	AUD\$ _____
Profit/(loss) after tax	AUD\$ _____	Date of statements as at	/ /

Signed.....

Date (dd mm yyyy)

7. Insurance / Credits & Returns / Warranties

INSURANCE

The seller agrees that this contract shall be governed by the laws of the State of New South Wales (Australia) and the Commonwealth Trade Practices Act 1974 as amended.

The re-seller agrees by signing this agreement that;

1. It will fully indemnify MRT Performance Pty Limited in respect of any and all claims and liabilities that arise from acts or omissions, negligent, intentional or otherwise by the re-sellers, re-seller's agents, servants or representatives.
2. It will fully indemnify MRT from any claims which arise from the association or partnership created by this agreement.
3. It will obtain any and all insurance policies required, and keep such policies current and renewed for the duration of the agreement, to protect and indemnify both the re-seller and MRT in respect of events specified in paragraphs 1 and 2 above.
4. It shall provide copies of any such insurance policies and/or certificates of currency of such policies forthwith on receipt of a request from MRT to provide the same.

Furthermore The Reseller agrees (by signing this agreement) that it holds insurance to cover this and will continue and renew insurance policies for the duration of this agreement.

Freight insurance is to be treated as separate and may be requested by the reseller prior to shipping of parts. This is an additional cost to the reseller. Unless requested in writing and noted on MRT's supplier invoice there is no insurance for parts and any loss's or damage is at the reseller's risk

CREDITS, RETURNS, WARRANTY etc,

All claims must be made within 14 days of date if invoice

Refunds and credits are detailed below

Money transfer will be refunded (if approved) in the same method it was paid. (except in the case of cash, where if the amount is large a cash cheque will be issued, or other form of payment made)

- Losses will not be accepted in the case of currency fluctuations.
- All transactions are in Australian Dollars (AUD)

This MRT Warranty must be passed onto client's as follows:

Parts returns, Warranty and conditions.

MRT Performance will cover its parts for defects or effect on factory warranties in the following circumstances:

Word use.

- 'Part' meaning an item supplied by **MRT Performance** to be fitted to a car for use as deemed suitable and under the terms of that it is designed for. See 'use'.
- **MRT Performance** is here in after referred to as 'MRT'

Wrong parts

If The Reseller orders a part and its wrong, we will:

- Gladly replace it or offer you a "store" credit to its full purchase value (not incl freight).OR
- We will refund you your money less a re stocking fee.**EXCEPT**
 - Where it's a "special" part, (ordered in, non stocked item, or such)
- MRT will not cover freight, tax or import / export fees

Parts will not be accepted if they are damaged or not re saleable.

If MRT supply a part that they (knowingly) advise will work on your car and it does not fit or do what is promised, MRT will refund you money in full.

Sometimes we make mistakes that we cant control or are not aware of. We do our best to cover this, however you must understand if you are unsure or feel you may be getting the wrong advice, please double check with our staff. (after all we are human!)

Common sense applies, if the part fails due to abuse or wrong use (ie if we sell you a road clutch and you drag race it!) then no warranty will apply

Legal use

MRT makes no claim that parts supplied are legal for road use. Also **MRT** make no claim that parts supplied will not effect insurance. All "non standard" parts supplied are for "off road use only"

For details contact your MRT representative.

Intended use

All parts are covered for use on normal sealed roads; warranties are not applicable for competition or any form of Motorsport, racing or any speed events.

If the vehicle has non-genuine components (other than **MRT** parts) the warranty may not apply.

If in the opinion of **MRT** the car has been abused or modified outside **MRT** specifications then no warranty applies.

Existing faults

If the part fails through poor servicing or maintenance then no warranty applies, this is also applicable for associated parts where a part may be close to failure (or fails due to being disturbed) prior to the fitting of a **MRT** part.

In this case the associated part is not covered.

Signed.....

Date (dd mm yyyy)

Servicing

To maintain this warranty the factory service schedule must be adhered to and fully up to date. (In some cases proof may needed to be provided) This is ONLY applicable through a genuine factory service center or an approved mechanic with the required experience in the make and model. The factory maintenance schedule must be stamped and dated.

For further details contact *MRT Performance*.

What is covered.

- If your parts are faulty or fail in the warranty period we will either repair or replace them.

In this case sometimes we can:

- diagnose your needs by phone or over the net, however we may need photos or assistance,
- in other cases we may require you to return to parts to us.

If this is the case you have several options,

- We can ship you a new part at your cost, when we receive the faulty part back and its approved for warranty we will credit you. OR
- You can ship the part back and we will then check it for warranty.

- Freight

- Do not ship parts back to us without approval and written proof by a MRT manager.
- Costs for freight, import tax, customs duties, etc will not be covered by MRT
- Parts received without correct paperwork and approval will not be credited.

- Non *MRT* labor is not covered.

- Where the part effects the genuine factory warranty, *MRT* may cover this (The factory warranty) under the following terms:

- If the *MRT* part directly effects the failed part (and is genuinely believed to have caused failure, (this may require to be judged by an independent qualified authority)) *MRT* may fully repair or replace the faulty component/s including labor and parts.

- All warranty claims where a Factory part has failed must be claimed first against the factory or its agent. **EG** if a car has a blown engine then it should be referred to the factory if it is proved to be caused by an *MRT* exhaust, and the exhaust is definitely the cause *MRT* may repair the engine within the terms of the genuine factory warranty.

- *MRT* have final control over choice to cover or reject this clause.

- All work must be approved by *MRT* first, no claim may be made after the work has begun.
- No loan car or third party costs are covered.

- This warranty is not in replacement of the Factory warranty but a supplement. It is not intended to replace insurance. If in the case an insurance policy covers the claim, this must be made first, before any claim on *MRT*.

- Proof of purchase may be required and the warranty only covers on the original owner or, (if in the case of second hand cars) the owner who purchased the goods from *MRT*.

MRT Warranty is not transferable.

9. Signature of Customer

On behalf of the business nominated in this application as the purchaser of services and products from *MRT Performance*, I/We being the duly authorised officer(s) have read and agree to accept the terms and conditions for the operation, establishment and use of an account and hereby apply for the establishment of an account

Signature of Authorised Signatory (1)

Signature of Authorised Signatory (2)

Authorised Signatory's name and title
(IN BLOCK LETTERS)

Authorised Signatory's name and title
(IN BLOCK LETTERS)

dd / mm / yy
Date

dd / mm / yy
Date

Signed.....

Date (dd mm yyyy)