

Wisemans Motorcycles

Blatt Investments Pty Ltd t/as Wisemans Motorcycles
ABN: 56 133 733 436
Authorised Dealer For:



50 MARCIA STREET, COFFS HARBOUR, NSW, 2450

SALES SERVICE SPARE PARTS ACCESSORIES

Ph: 02 6659 9100

Fax: 02 6658 0674

Email: enquiries@wisemansmotorcycles.com

Web: www.wisemansmotorcycles.com

APPLICATION FOR CREDIT

Business/Trading Name:

A.B.N. No:

Registered Company Name (if applicable):

A.C.N. No:

Business Address:

Telephone No: () _____

Fax No: () _____

Post Code: _____

Postal Address:

Email Address: _____

Post Code: _____

CORPORATE STRUCTURE:

(tick appropriate)

Proprietary Ltd
Public Company

Sole Trader
Partnership

Trustee
Incorporated Body

Type of Business: _____

CREDIT REQUIRED: (supply appropriate info)

Services	Credit Limit	Credit Terms	
		No of Days	Special Considerations
Workshop Service	\$	30	
Spare Parts	\$	30	
Other Services	\$	30	
Total	\$		

Note: No credit terms given on Freight or Government Taxes.

Wisemans
Motorcycles

Come Ride With Us

CONTACT FOR ACCOUNT QUERIES

Name: _____ Position: _____

Phone: _____ Email: _____

Mobile: _____

HISTORY

Date Business Commenced: _____

TRADE REFERENCES

1. Name: _____

Address: _____

Telephone: _____ Contact: _____

2. Name: _____

Address: _____

Telephone: _____ Contact: _____

3. Name: _____

Address: _____

Telephone: _____ Contact: _____

DIRECTORS/PARTNERS

Please list the full names and address of any Directors or Partners in the business:

OTHERS

Expected Average Monthly Value of Account: \$_____.

I/We hereby apply for the opening of a credit account and provide the above information in support thereof.



Come Ride With Us

DECLARATION

1. I/We warrant and represent that the information provided above is true and correct and shall be relied upon by Wiseman Motor Cycles in determining whether to grant our application for credit.
2. I/We acknowledge that Wiseman Motor Cycles may in its absolute discretion grant or refuse our application and its decision is final.
3. I/We agree that if our application for credit is accepted by Wiseman Motor Cycles that a contract will have been formed between myself/us and Wiseman's Motor Cycles and that the terms and conditions annexed to this application shall form part of that contract
4. I/we acknowledge that Wisemans Motor Cycles reserves the right to amend those terms and conditions at its discretion from time to time as notified to us in writing.
5. I/We understand that if this application is accepted that all invoices for goods and services supplied by Wiseman Motor Cycles are due and payable strictly within 30 days from the date of the invoice.
6. If payment of any invoice is not made within that 30 day period, the whole of our account shall become immediately due and payable to Wiseman Motor Cycles and it may terminate the contract.

Dated: / /

Signed:

_____ Applicant

Signed:

_____ Applicant

DIRECTORS GUARANTEE & INDEMNITY (APPLICABLE IF THE APPLICANT IS A COMPANY)

We _____

of _____

being company directors of _____

in consideration for Wiseman Motor Cycles granting credit and agreeing to supply goods and services to the company we hereby jointly and severally guarantee and indemnify Wiseman Motor Cycles in respect of the performance by the company of all of its obligations under the contract and we further agree that this guarantee and indemnity shall be a continuing guarantee and indemnity which shall not merge on completion.

Dated: / /

Signed:

Directors name: _____

Signed:

Directors name: _____

Office Use Only:

Approved by Financial Controller _____ Dated _____

All business transacted is subject to the Wisemans Motorcycles Standard Trading Conditions of Contract as detailed below, and which, in certain circumstances, exclude the entity's liability and include certain indemnities which benefit the entity.



Come Ride With Us

TERMS AND CONDITIONS OF SALE

INTERPRETATION

1. In these terms and conditions:
 - (a) **"Seller"** means the party described as the Seller at A above.
"Buyer" means the party described as the Buyer at A above.
"Goods" means the products specified at C above.
"Purchase Price" means the price for the Goods specified at D above.
 - (b) A reference to a party in this contract shall include in the case of a natural person a reference to their personal representatives, successors in title and assigns and in the case of a corporation a reference to its directors, officers employees, successors and assigns.
 - (c) A reference to a statute, regulation or rule includes all amendments, consolidations or replacements thereof from time to time.
 - (d) No rule of construction shall apply to the disadvantage of the Seller because it was responsible for the preparation of this contract.
 - (e) If the Buyer consists of two or more persons this contract binds them jointly and severally.

COMMENCEMENT

2. This contract comes into effect upon the Buyer having signed it or the date first hereinbefore written whichever is the later.

RIGHT TO SELL

3. The Seller warrants to the Buyer that:
 - (a) The Seller has the right to sell the Goods to the Buyer.
 - (b) If the Goods are not owned by the Seller then the Seller is authorised to sell the Goods to the Buyer.

RISK

4. The risk in the Goods passes from the Seller to the Buyer when the Goods are delivered from the Seller to the Buyer.

DELIVERY

5. Any delivery times made known to the Buyer are estimates only and the Seller is not liable for that delivery or non-delivery.
6. The Seller is not liable for any loss, damage or delay occasioned to the Buyer or its customers arising from the late or non-delivery of the Goods.

LOSS OR DAMAGE IN TRANSIT

7. The Seller is not liable to the Buyer or any person claiming through the Buyer for any loss or damage to the Goods in transit caused by any event of any kind by any person (whether or not the Seller is legally responsible for the person that caused or contributed to that loss or damage).

PRICES AND GST

8. Unless otherwise stated above, the Purchase Price is inclusive of Goods and Services Tax ("GST").

PAYMENT

9. The Buyer shall pay the Purchase Price for the Goods at the time of delivery of the Goods or strictly within the terms of any credit (if noted above) extended by the Seller to the Buyer or as otherwise stated above.

Applicant/s Initials.

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RIGHTS IN RELATION TO THE GOODS

- 10. The Seller's right title and interest in the Goods shall not pass to the Buyer until the Buyer has fully paid for the Goods.
- 11. If the Buyer fails to pay for the Goods within the period provided by these terms or any period of credit extended by the Seller to the Buyer, then the Seller may recover possession of the Goods at any site owned possessed or controlled by the Buyer and the Buyer agrees that the Seller has an irrevocable licence to do so.
- 12. While the Goods remain the property of the Seller, the Buyer agrees with the Seller that:
 - (a) The Buyer has no right to claim any interest in the Goods to secure any debt or obligation the Seller owes to the Buyer.
 - (b) The Buyer cannot claim any lien over the Goods.
 - (c) The Buyer shall properly care for and maintain the Goods, is liable for any loss and damage to them and indemnifies the Seller against any claim arising from their use.
 - (d) The Buyer will not create any absolute or indefeasible interest in the Goods in relation to any third party except as may be authorised in writing by the Seller.
 - (e) Where the Buyer is in actual or constructive possession of the Goods, the Buyer will not deliver them to any third party except as authorised by the Seller in writing and is in possession of the Goods as a bailee of the Goods and owes the Seller the duties and liabilities of a bailee.
 - (f) If the Buyer supplies any of the Goods to any third party before the full Purchase Price has been paid to the Seller, the Buyer agrees that it holds the proceeds of resupply of the Goods in trust as agent for the Seller and it must either pay the amount of such amount of the proceeds of resupply to the Seller immediately they are received as are owed to the Seller.

RETURN OF GOODS

- 13. The Seller is not under any duty to accept Goods returned by the Buyer and may in its absolute discretion determine whether to accept returned Goods

DESCRIPTION

- 14. All Goods to be supplied by the Seller to the Buyer are as described above and such description prevails over all other descriptions, including any specification or requirement of the Buyer.

CANCELLATION

- 15. No order may be cancelled except with the consent in writing and on terms acceptable to the Seller in its absolute discretion.

FORCE MAJURE

- 16. If for any reason the Seller is unable due to circumstances beyond its control to supply the Goods the Seller may at its option rescind this contract.

NO RELIANCE

- 17. The Buyer expressly acknowledges and agrees that they have not relied upon any promise, representation or statement in entering this contract unless specifically disclosed in this contact.

LIMITATION OF LIABILITY

- 18. To the extent permissible by law, no Seller's warranties apply to this contract with the exception of any which are implied pursuant to any Commonwealth or State law which may not be excluded.
- 19. To the extent permissible by the laws of the Commonwealth and the States, any liability of the Seller for any defect in the Goods is limited to making good any such defects by repairing the defects or at the Seller's option, by replacing the Goods.

Applicant/s Initials.

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TERMINATION

- 20. The Seller may terminate this contract if:
 - (a) The Buyer refuses or fails to pay the Purchase Price or any part thereof.
 - (b) The Buyer refuses or fails to take delivery of the Goods.
 - (c) The Buyer refuses to pay interest.
 - (d) The Buyer breaches clauses 11 or 12 above.
- 21. In the event the Seller commences legal proceedings for the recovery of any monies or Goods under the contract, the Buyer agrees to indemnify the Seller in relation to the Seller's legal costs and expenses on a solicitor/client basis.

INTEREST

- 22. In the event the Buyer does not pay the Purchase Price for the Goods within the time provided above or within the terms of any credit extended by the Seller to the Buyer, then the Seller shall be entitled to charge interest at the rate of 10% per annum on the balance of the Purchase Price calculated from the date of the contract and any subsequent repayments made by the Buyer shall firstly be applied in reduction of the interest so charged and then in reduction of the principal debt.

CONSTRUCTION

- 23. The construction and performance of this contract shall be governed in all respects by the laws of New South Wales.

SEVERABILITY

- 24. If any provision of this contract is held to be invalid or unenforceable for any reason, it shall be severable and shall not effect the remaining provisions of this contract.

ENTIRE AGREEMENT

- 25. This contract constitutes the entire agreement of the parties and supersedes all prior understandings, negotiations, agreements whether written or oral expressed or implied in relation thereto.

Applicant/s Initials.

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