



MotoXpress PTY LTD
ABN: 44733080867
16 Staveley Place
Innaloo, WA 6018

30 DAYS CREDIT APPLICATION FORM

1. TRADING DETAILS

Registered Name: _____
Contact Name: _____
Trading Name: _____
A.B.N.: _____ A.C.N.: _____
Business Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____
Postal Address: _____ Tick here if same as Business Address
State: _____ Postcode: _____ Phone: _____ Fax: _____
Email Address: _____
(Same as MotoXpress login)

Type of business:

Registered Company Public Company Sole Trader Partnership Registered Business Name Trust

2. PERSONAL DETAILS

This section is to filled by the proprietors, partners, directors, company secretary (As applicable)

Name: _____
Private Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____
Email Address: _____

3. AUTHORIZATION

I/We hereby apply for a 30 day Credit Account and, if granted, undertake payment on that basis. In the event that this application for credit is approved, it is agreed unconditionally that such credit is extended to the party or parties named in the said application and that the said party or parties will be responsible for any debit incurred under this agreement. This obligation will continue notwithstanding any change in the constitution of the Company, Trust or Partnership comprised in this application. I/We hereby undertake to advise MotoXpress PTY LTD by certified or registered mail of any change in constitution or ownership at the time when such change occurs. I/We accept and agree that where such a change occurs MotoXpress PTY LTD will require that a new application for credit facilities will be sought and considered and I/We will sign all such documents and do all acts and things appropriate to such new application for credit facilities. I/We also agree to be bound to the standard conditions of sale of MotoXpress PTY LTD (a copy of which is available on request).

Name: _____ Position: _____

Signature: _____ Date: _____

Please submit this form to admin@motoxpress.com.au

TERMS AND CONDITIONS

The following Terms and Conditions apply to any contract for the supply of services by MOTOXPRESS PTY LTD ABN 44 733 080 867 ("Company") to the party named in the Credit Application ("Customer") annexed to these Terms and Conditions ("Contract"). Any other terms and conditions purported to be included by the Customer are hereby excluded. Each time the Customer places an order with the Company the Customer accepts these Terms and Conditions as governing the supply of the goods or services ordered. Amendments to or deviations from these Terms and Conditions must be agreed in writing by the Company.

1. Payment: Payment for goods supplied must be made no more than 30 days from the end of the month during which the invoice is issued unless otherwise agreed in writing by the Company.

2. Price: Prices quoted are exclusive of GST, which when applicable will be charged to the Customer. Prices quoted shall be subject to variation at the election of the Company at any time on providing notice to the Customer.

3. Credit Account: Supply and/or credit facilities may be suspended or withdrawn by the Company, in its absolute discretion, at any time without notice. The Customer agrees to pay on demand all sums owing in connection with a credit facility provided by the Company in the event that such credit facility is suspended or withdrawn. Liability for accounts held in more than one name is joint and several.

4. Warranty: The Company warrants that the goods transported shall be of merchantable quality. To the maximum extent permitted by law the Company excludes all other terms, conditions, warranties and liability in relation to the goods supplied, including without limitation, warranties relating to fitness for purpose, title, defects or conformity of the goods. To the extent that the Company cannot exclude liability under law, including without limitation as a result of a breach of any conditions or warranties implied by the Trade Practices Act (Cth) 1974 (other than Section 69), the Company's liability shall be limited to the maximum extent permitted by law (at the Company's election) to the resupply of the goods, repair of the goods, refund of the purchase price or payment of the cost of repair of the goods.

5. Ownership: This contract is made in respect of the owners and/or directors of the Customer as at the date of application. The Customer agrees to notify the Company in writing within seven (7) days of any change whatsoever in ownership structure and, further, indemnifies the Company against any loss or damage that may result from the Customer's failure to notify the Company of any such change. If there is a change in ownership of the Customer which the Company in its discretion deems to be material, the Company may suspend or withdraw all credit facilities and require that the Customer submit a new Credit Application.

6. Waiver: The Company may only waive a breach of the Contract in writing signed by the Company and any such waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches only).

7. General: The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company. Headings are for ease of reference only and do not form part, or affect the interpretation, of these Terms and Conditions.

8. No Assignment: No rights of buyers hereunder or arising out of this contract may be assigned without the express written consent of the seller.

9. Law and Jurisdiction: This contract shall be subject to and shall be governed by the subjective laws of Western Australia, and jurisdiction subject to clause 10 shall rest solely and exclusively in the competent courts of Western Australia.