



The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel
 ABN: 80 470 838 070
 Unit 5 / 30 Duntroon Street, Brendale, QLD, 4500
 Phone: 0434 389 962
 Email: accounts@brisbanediesel.com
 Web: www.brisbanediesel.com

30 DAY EOM CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and return to accounts@brisbanediesel.com

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:			State:	Postcode:
Billing Address:			State:	Postcode:
Email Address:				
Phone No:				Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
ABN:		ACN:		Date Established <i>(current owners)</i> :
Nature of Business:				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(3) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
Credit Limit Requested:				
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO			Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	

I certify that the information provided in this application is true and correct and that I am authorised to make this application on behalf of the Customer for a trading account with The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel.

I confirm that I have read and understand the Terms and Conditions of Trade set out on Page 2 of this document and agree that they will apply to all transactions between the Customer and Brisbane Diesel.

If I am a director or shareholder (owning 15% or more of the Customer), I personally guarantee the performance of the Customer's obligations under this agreement and accept personal liability for all amounts owing by the Customer.

By signing below, I acknowledge acceptance of these Terms and Conditions and agree to be bound by them.

SIGNED (CUSTOMER): _____ **SIGNED (SELLER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /



Terms & Conditions

1. Application of Terms

These Terms and Conditions apply to all goods and services supplied by The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel to the Customer. Acceptance of any quote, booking, or supply of goods or services constitutes acceptance of these Terms.

2. Credit Terms

Approved trade accounts operate strictly on 30 days end of month (EOM) terms unless otherwise agreed in writing. The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may vary or withdraw credit at any time without notice.

3. Payment

All invoices must be paid in full by the due date stated. Failure to pay by the due date constitutes default.

4. Interest and Fees

Interest will be charged on overdue amounts at 10.5% per annum, calculated daily. The Customer is liable for all recovery costs including legal fees, debt collection fees, court costs and enforcement expenses.

5. Estimates and Quotes

All labour times are estimates only. Final invoices are based on actual time worked and parts supplied. Quotes are valid for 30 days unless otherwise stated.

6. Retention of Title

All parts and materials supplied remain the property of The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel until paid in full. The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may enter any premises to recover unpaid goods.

7. Risk

Risk in goods passes to the Customer upon delivery or installation, whichever occurs first.

8. Lien

The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel has a general and particular lien over any Customer vehicle or equipment in its possession until all monies owed are paid in full.

9. Storage Fees

Where a vehicle is ready for collection and not collected within 5 business days, The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may charge storage at \$50 per day (ex GST).

10. Uncollected Goods

The Customer acknowledges The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel's rights under the Disposal of Uncollected Goods Act 1967 (Qld). Vehicles and goods may be sold or disposed of after lawful notice periods. Sale proceeds may be applied to outstanding debts, with any surplus returned to the Customer.

11. Warranty

The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel provides a 3-month workmanship warranty on labour and passes on applicable manufacturer warranties for parts supplied, provided that full payment has been made and the goods or services have not been misused, altered, or repaired by an unauthorised party. This warranty applies only to defects directly related to the goods or services supplied by The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel. It does not apply to:

- (a) faults arising from unrelated components or systems;
- (b) normal wear and tear;
- (c) faults caused by improper use, lack of maintenance, or external factors.

Where a Customer makes a warranty claim, the Customer must return the relevant goods or vehicle to The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel at the Customer's cost for inspection. The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may invoice the Customer for all labour and costs associated with investigation or diagnosis where the fault is determined not to be related to The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel's workmanship or supplied parts.

12. Customer Supplied Parts

The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel accepts no

liability for parts supplied by the Customer. No warranty applies to Customer-supplied parts.

If The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel installs or inspects Customer-supplied parts:

- (a) The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel gives no warranty as to the quality, suitability, or fitness for purpose of those parts;
- (b) The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel is not responsible for any failure, damage, or loss caused by those parts;
- (c) any labour performed to diagnose, investigate, or confirm that a Customer-supplied part is defective or unsuitable will be chargeable at The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel's standard labour rates;
- (d) where a fault is identified as being caused by a Customer-supplied part, all labour associated with investigation and diagnosis may be invoiced separately at the businesses discretion;
- (e) The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel is not responsible for consequential damage caused by Customer-supplied parts.

13. Default

The Customer will be in default if:

- (a) payment is not received by the due date;
- (b) the Customer breaches these Terms;
- (c) the Customer becomes insolvent, enters administration, liquidation, or bankruptcy; or
- (d) the Customer ceases or threatens to cease business.

If the Customer defaults, The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may, without prejudice to any other rights:

- (a) suspend or refuse further supply of goods or services;
- (b) demand immediate payment of all outstanding amounts;
- (c) charge interest and recovery costs;
- (d) commence recovery action, including legal proceedings;
- (e) exercise any lien or retention of title rights; and
- (f) disclose the Customer's information to a credit reporting body or debt collection agency for the purpose of recovering outstanding debts.

14. Privacy and Credit Reporting

The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may collect, use, and disclose personal and commercial information for the purposes of account management, debt recovery, and credit assessment. The Customer consents to The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel disclosing information to credit reporting bodies, trade references, and debt collection agencies where an account remains unpaid or in default.

15. Governing Law

These Terms are governed by the laws of Queensland. The parties submit to the exclusive jurisdiction of Queensland courts.

16. Disputes

Any dispute relating to an invoice must be submitted in writing within seven (7) days of the invoice date. After this period, the invoice will be deemed accepted and payable in full.

17. Authority of Employees

The Customer is responsible for all purchases made by its employees, contractors, or agents who are authorised or permitted to access the Customer's account. The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel is entitled to rely on instructions given by any person appearing to act on behalf of the Customer.

18. Binding Agreement

These Terms bind the Customer and its successors, administrators, liquidators, and assigns. Continued use of the account constitutes acceptance of these Terms.

19. Personal Guarantee

Where the Customer is a company, the director(s) personally guarantee payment of all amounts owed by the Customer to The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel. This guarantee is a continuing and irrevocable guarantee.

20. PPSA

The Customer acknowledges that these Terms create a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA). The Trustee for Brisbane Diesel Services Unit Trust t/a Brisbane Diesel may register its security interest on the Personal Property Securities Register (PPSR) and the Customer consents to such registration.

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	\$			/ /