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ACN: 633 634 947 ABN: 15 633 634 947

CREDIT APPLICATION FORM

STOP PLEASE READ THIS FIRST
 If you do not understand this document, you should seek independent legal advice.

The Customer must be the LEGAL entity which conducts the business. The Customer MUST NOT just be the registered business name (unless a partnership).

ALL items must be completed relevant to your business.

SECTION A. PARTICULARS OF CUSTOMER

Type of customer e.g. Mechanic, Tyre Dealer		
Legal Name of Customer (Company Name/Partnership/Sole Trader/Trustee)		
Trading Name/Business Name		
Company and Business Numbers	ACN:	ABN:
Trust Name and ABN (If a Trust)		ABN:
If the Customer is a Trust, please specify type of trust	<input type="checkbox"/> Discretionary/Family <input type="checkbox"/> Trust Unit Trust <input type="checkbox"/> Hybrid Trust	
If the Customer is a Trust, please provide	<input type="checkbox"/> Copy of Trust Deed <input type="checkbox"/> Profit & Loss Statement and Balance Sheet for the last 2 yrs.	
Customer Business Type	E.g.: Distributor, Retailer	
Principal Place of Business (Not a PO Box)		
<input type="checkbox"/> Owned <input type="checkbox"/> Leased/Rented	Name and Tel of Landlord:	Yrs at address:
Registered Business Address		
Address for Notices/Deliveries		
Tel:	Fax:	Mob:
Email for Invoices / Statements / Delivery Dockets:		
Customer's Accountant Name:		
Estimated purchases: \$..... per week / \$..... per month		
Date business commenced operating:		

Name of Principal Bank				
BSB:		Branch:		
Account No:				
Trade References (provide details for 4 referees from with whom the Customer is currently buying on account basis i.e. not COD)				
	Ref 1	Ref 2	Ref 3	Ref 4
Name of Company				
Contact Person				
Customer Ref No				
Tel No				
Fax No				

SECTION B. OTHER INFORMATION

Names of Directors/Partners/Sole Trader/Trustee				
Private Residential Address of Directors/Partners/Sole Trader/Trustee				
Residence Owned				
Mobile Phone No				
Drivers Licence No				
Date of Birth				
Had an account with this or any Other Business Related to Superior Tyres Pty. Ltd.				
If yes, Account Name				

SECTION C. PRIVACY ACT AUTHORITY

The privacy of your personal information is important to Superior Tyre Wholesalers Pty. Ltd. and we will ensure that it is held, used and disclosed consistently with Australian Privacy Principles (**Privacy Principles**) contained in the Privacy Act 1988 (Cth) (**Act**). The following is an outline of certain matters relating to the collection and use by Superior Tyre Wholesalers Pty. Ltd. and the disclosure of your personal information to Superior Tyre Wholesalers Pty. Ltd. in connection with this application for credit.

By providing us with your personal information, you confirm that you have had sufficient opportunity to access and review this privacy policy and that you have read and consented to it. If you do not wish to provide personal information to us, then you do not have to do so. However, please be aware this will affect your ability to trade with us and if all or part of the information requested is not provided we may not be able to consider your application or provide you with commercial credit.

Collection and use of your personal information: Subject always to the provisions of the Act and to the extent it applies, Superior Tyre Wholesalers Pty. Ltd. collects and uses your personal information to assess Applications for commercial credit, manage accounts and, if necessary, insure our risk in respect of debts and to enable us to supply you with our products and/or services. Superior Tyre Wholesalers Pty. Ltd. may be required by law, such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to collect certain information. We may also collect your personal information from third parties, such as credit reporting bodies and other credit providers.

Disclosing your personal information: Superior Tyre Wholesalers Pty. Ltd. may disclose your personal information to our related or associated companies, contractors and/or to a credit reporting body which may provide this information in reports provided to other credit providers to assist them to assess your credit worthiness. You may request a credit reporting body not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider. You may also request a credit reporting body not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud. We may also disclose your personal information to other credit providers whether or not your account is overdue and, if necessary, our risk insurers, debt collectors and credit reporting bodies.

The credit reporting bodies to whom Superior Tyre Wholesalers Pty. Ltd. is likely to disclose your personal information are Dun & Bradstreet and National Credit Insurance (Brokers) Pty Ltd and have policies about the management of credit related personal information available on each reporting body's website.

By submitting this Application, the Customer acknowledges and agrees that Superior Tyre Wholesalers Pty. Ltd. may:

- give a credit reporting agency certain personal information including (your personal identifying details; the fact that this application for credit has been made and the amount; payments which become overdue for more than 60 days and for which recovery steps have commenced; advice that payments are no longer overdue; payments including cheques, credit cards and direct debits which have been dishonoured; court judgments or bankruptcy orders made against you; in the opinion of Superior Tyre Wholesalers Pty. Ltd., you have committed a serious credit infringement; Superior Tyre Wholesalers Pty. Ltd. ceases providing services to you);
- seek from or give to, persons (including your nominated trade referees, your creditors, bankers, financiers, credit providers, mortgage and trade insurers and/or credit reporting agencies), reports, information or opinions about your credit worthiness, credit standing, credit history or credit capacity and make any other inquiries as Superior Tyre Wholesalers Pty. Ltd. considers reasonably necessary for such purposes;
- give to a guarantor or intending guarantor of the proposed credit account such personal information about your creditworthiness, history, standing, and capacity relating to the subject of the guarantee, as is necessary for the entry into or enforcement or proposed enforcement of the guarantee; and
- disclose your personal information to government or regulatory bodies or otherwise where this is required or authorised by law; to persons or entities involved in maintaining, reviewing and developing Superior Tyre Wholesalers Pty. Ltd.'s business systems, procedures and infrastructure; to debt collecting agencies, and to Superior Tyre Wholesalers Pty. Ltd.'s agents, contractors and advisers.

Contact us

If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our Head Office address of 14-26 Bruce Street, Kensington, VIC, 3031, Australia.

SECTION D. AGREEMENT

The Customer:

- a) represents and warrants that they have read and fully understand the nature and effect of the Superior Tyre Wholesalers Pty. Ltd. Terms and Conditions (Terms and Conditions) and agrees to be bound by the Terms and Conditions;
- b) represents and warrants that they have the authority to enter into the Terms and Conditions;
- c) applies to Superior Tyre Wholesalers Pty. Ltd. for a credit facility provision of which may be reviewed, extended or reduced annually by Superior Tyre Wholesalers Pty. Ltd.;
- d) acknowledges and agrees that the granting of credit (or the decision not to grant credit) to it will be at the absolute discretion of Superior Tyre Wholesalers Pty. Ltd.;
- e) agrees to provide such updated and regular financial and trading information as Superior Tyre Wholesalers Pty. Ltd. may reasonably require from time to time;
- f) has obtained the consent of any individual whose personal information is contained in this Application and the Terms and Conditions;
- g) agrees that if it enters a direct debit arrangement, it is bound by the terms and conditions of the Direct Debit Service Agreement;
- h) agrees that Superior Tyre Wholesalers Pty. Ltd. may withdraw further credit at any time without notice or need to provide explanation;
- i) agrees that, where it comprises more than one person or company, each person and company comprising it, will be jointly and severally liable for all or any money owing by the Customer from time to time to Superior Tyre Wholesalers Pty. Ltd. and the Customer and persons executing this Credit Application Form have the authority to bind such persons or companies.
- j) agrees that the obligation to pay will be a continuing obligation notwithstanding any change in the constitution of the Customer and all parties excluding Superior Tyre Wholesalers Pty. Ltd. to this agreement are deemed to be the customer;
- k) grants permission to Superior Tyre Wholesalers Pty. Ltd. before, during or after the provision of credit to receive information about the Customer from any credit reporting body, credit provider, bank or financial institution or any other corporation, association or person in accordance with the Act;
- l) warrants that all information provided in the application form is complete, true and correct and acknowledges that Superior Tyre Wholesalers Pty. Ltd. has relied on this information in considering whether to approve the application for credit; and
- m) agrees that where Superior Tyre Wholesalers Pty. Ltd. has extended credit Superior Tyre Wholesalers Pty. Ltd. may require the Customer to provide security in the form of cash; retention moneys; an irrevocable and approved unconditional bank guarantee from a financial institution approved by Superior Tyre Wholesalers Pty. Ltd.; or other form of security in the amount and form as determined by Superior Tyre Wholesalers Pty. Ltd. from time to time (Security). The Security provided under this agreement is for due and proper performance of this agreement by the Customer. Superior Tyre

Wholesalers Pty. Ltd. may have recourse to the Security provided by the Customer in respect of an amount due and payable, or which Superior Tyre Wholesalers Pty. Ltd. reasonably believes is due and payable, by the Customer to Superior Tyre Wholesalers Pty. Ltd. under or in connection with this agreement which remains unpaid. Superior Tyre Wholesalers Pty. Ltd. shall not be liable for any loss occasioned by such recourse.

- n) agrees that where Superior Tyre Wholesalers Pty. Ltd. requires security from the Customer in accordance with clause m (above), Superior Tyre Wholesalers Pty. Ltd. is authorised to register its interest over the provided security on the security register pursuant to the Personal Property Securities Act 2009 (PPSA).

SECTION E. SIGNATURE

STOP PLEASE READ THIS BEFORE SIGNING

If the Customer is a company, a director of the Customer must sign, and by signing warrants that he/she is authorised to bind the Company.
 If the Customer is a partnership, each partner of the Customer must sign, and warrants that he/she binds the Partnership.
 If the Customer is an individual person, that person must sign.
 If the Customer is a trust, the trustee must sign, and warrants that he/she is authorised to bind the Trust and has the power to enter into the agreement on behalf of the trust under the terms of the trust deed. Additionally, the assets of the trust shall be available to meet payment of credit pursuant to this Application for Credit

The Customer agrees to be bound by the Superior Tyre Wholesalers Pty. Ltd. Terms and Conditions stated in Section G of this Application.

Customer Full Legal Name:	Customer Full Legal Name:
Customer's Signature:	Customer's Signature:
Position:	Position:
Date:	Date:
Witnessed by (must be executed by independent witness):	Witnessed by (must be executed by independent witness):
Print Name:	Print Name:
Address:	Address:
Signature:	Signature:
Date:	Date:

OFFICE USE ONLY

Has Customer fully completed: PART A: (Y/N), PART B: (Y/N), PART E: (Y/N), PART F Guarantee (page over): (Y/N)

Comments.....

Approved Credit Limit: \$..... Payment Terms:.....

Letter of Acknowledgement Sent to Customer on/...../.....

Letter of Acknowledgement returned by Customer on/...../.....

PPS Registered? Y/N (circle one)

Letter of acceptance of guarantee with copy of completed Credit Application Documents sent to guarantor(s) on/...../.....

SECTION F. GUARANTEE BY COMPANY DIRECTORS, PARTNERS AND TRUSTEES

STOP PLEASE READ THIS FIRST
 THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.
 This Guarantee must be completed and signed by at least 2 individuals who shall be, as applicable either directors, shareholders, partners or trustees in their personal capacity in the presence of independent witnesses (not spouses/partners or family members). Spouses/partners of all guarantors must sign as Guarantor in the presence of independent witnesses where there is joint ownership of personal assets.
 This Guarantee is given in favour of all divisions, branches, business units, related entities and subsidiaries of Superior Tyre Wholesalers Pty. Ltd. Operations Limited, which might at any time supply goods or services to the Customer.

TO: Superior Tyre Wholesalers Pty. Ltd. Operations Limited ABN 15 633 634 947 and its related entities (as defined in the Corporations Act) (Superior Tyre Wholesalers Pty. Ltd.): in consideration of Superior Tyre Wholesalers Pty. Ltd. at our request agreeing to supply or continue to supply goods and services to the Customer:

Legal Name of Customer	
Trading Name/Business Name	
ACN:	ABN:

then :

Full Legal name of each Guarantor	(1)	(2)
Full Address of each Guarantor		
Drivers Licence-copy attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

(the Guarantors or We) hereby agree with Superior Tyre Wholesalers Pty. Ltd. as follows:

1. We guarantee the punctual payment to Superior Tyre Wholesalers Pty. Ltd. of all the money which is now or in the future owing to Superior Tyre Wholesalers Pty. Ltd. by the Customer in connection with the supply of goods or services by Superior Tyre Wholesalers Pty. Ltd. to the Customer, and interest payable on that money (**Guaranteed Money**).
2. We acknowledge that the terms agreed between Superior Tyre Wholesalers Pty. Ltd. and the Customer may oblige the Customer to pay for the goods in full within the timeframe notified in writing by Superior Tyre Wholesalers Pty. Ltd. to the Customer from time to time. We agree to give this guarantee regardless of the timeframe which Superior Tyre Wholesalers Pty. Ltd. notify to the Customer from time to time as the payment timeframe.
3. We will pay to Superior Tyre Wholesalers Pty. Ltd., immediately when Superior Tyre Wholesalers Pty. Ltd. demands that we pay, any amount of the Guaranteed Money which the Customer has not paid by its due date.
4. We agree that:
 - (a) this document is a continuing guarantee for the whole of the Guaranteed Money;
 - (b) if there is more than one Guarantor, our liability for the Guaranteed Money is joint and several;
 - (c) Superior Tyre Wholesalers Pty. Ltd. may act against each Guarantor or any number of Guarantors as though we were the principal debtor in place of the Customer;
 - (d) We waive all our rights as surety which are inconsistent with this document;
 - (e) for the purposes of securing our liabilities and obligations under this Guarantee, We each hereby charge all of our real property both present and future (**Real Property**), with the due and punctual payment and the due, punctual and complete performance of our liabilities and obligations under this guarantee and we consent unconditionally and authorise Superior Tyre Wholesalers Pty. Ltd. to register a caveat or caveats against such Real Property, recording its interest under this guarantee;
 - (f) without limiting the generality of the charge in clause 4(e), We agree on request by Superior Tyre Wholesalers Pty. Ltd. to execute any documents and do all things reasonably required by Superior Tyre Wholesalers Pty. Ltd. to register a mortgage security over any Real Property in favour of Superior Tyre Wholesalers Pty. Ltd.. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints Superior Tyre Wholesalers Pty. Ltd. to be the Guarantor(s) lawful attorney for the purposes of executing and registering such documents. We indemnify Superior Tyre Wholesalers Pty. Ltd. on an indemnity basis against all costs and expenses incurred by Superior Tyre Wholesalers Pty. Ltd. in connection with preparation and registration of such mortgage documents;
 - (g) We will advise Superior Tyre Wholesalers Pty. Ltd. in writing of the occurrence of any insolvency event, any change in our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring;
 - (h) if the charge created by clause 4 is or becomes void or unenforceable, it may be severed from this Guarantee without effect on Superior Tyre Wholesalers Pty. Ltd.'s rights against the Guarantor(s);
 - (i) this guarantee and indemnity is unconditional, irrevocable and continues until Superior Tyre Wholesalers Pty. Ltd. has received all amounts owing by the Customer to Superior Tyre Wholesalers Pty. Ltd. in full; and
 - (j) any amendment of the terms of the Customer's contract with Superior Tyre Wholesalers Pty. Ltd. which may be carried out by Superior Tyre Wholesalers Pty. Ltd. notifying the Customer of the amendment (including by Superior Tyre Wholesalers Pty. Ltd. amending the terms on the back of the invoice or on Superior Tyre Wholesalers Pty. Ltd.'s website) and that notification of the amendment of the terms to the Customer is deemed to be adequate notice of the amendment on us.
5. Our obligations and liabilities under this document are not affected by:
 - (a) any agreement between Superior Tyre Wholesalers Pty. Ltd. and the Customer being wholly or partly unenforceable;
 - (b) any release of the Customer by Superior Tyre Wholesalers Pty. Ltd.;
 - (c) any variation to the amount or the terms on which Superior Tyre Wholesalers Pty. Ltd. provide credit or of any agreement between Superior Tyre Wholesalers Pty. Ltd. and the Customer;
 - (d) Superior Tyre Wholesalers Pty. Ltd. granting any time to pay or other indulgence to the Customer;
 - (e) negligence or mistake by Superior Tyre Wholesalers Pty. Ltd.;
 - (f) the failure or refusal of any person intended to be a Guarantor to sign a guarantee of the Guaranteed Money;

- (g) the credit limit determined by Superior Tyre Wholesalers Pty. Ltd. from time to time or the fact that the Guarantee Money exceed any such credit limit;
 - (h) Superior Tyre Wholesalers Pty. Ltd. taking, failing to take or perfect, discharging, varying, substituting, dealing with or losing any security for the Guaranteed Money;
 - (i) Superior Tyre Wholesalers Pty. Ltd. refusing to supply further goods or services to the Customer; or
 - (j) anything else which might prejudice or discharge our liability under this document.
6. We will pay to and indemnify Superior Tyre Wholesalers Pty. Ltd. against failure to pay any of the Guaranteed Money together with all costs and expenses incurred by Superior Tyre Wholesalers Pty. Ltd. in relation to enforcing this guarantee and/or all costs and expenses associated with the recovery of any moneys due and payable under this Guarantee, including legal costs on an indemnity and/or solicitor/own client basis (whichever is the higher) and any mercantile agent/or debt collection fee on an indemnity basis.
 7. Any one of us may only withdraw our guarantee for further transactions by giving prior written notice forwarded by prepaid post addressed to the company secretary of Superior Tyre Wholesalers Pty. Ltd. at its registered office in New South Wales and such notice shall only take effect one month after it has actually been received by the company secretary. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal. If the Customer already owes money to Superior Tyre Wholesalers Pty. Ltd., this Guarantee is given both for what is already owing and for what will become owing in future.
 8. All dividends and other payments received by Superior Tyre Wholesalers Pty. Ltd. from the Customer (whether in liquidation or otherwise) shall be taken and applied by Superior Tyre Wholesalers Pty. Ltd. as payments in gross and the right of any one of us to be subrogated to Superior Tyre Wholesalers Pty. Ltd. shall not arise until Superior Tyre Wholesalers Pty. Ltd. has received the full amount of Guaranteed Money.
 9. This Guarantee will render each of us liable to reimburse Superior Tyre Wholesalers Pty. Ltd. for any monies which Superior Tyre Wholesalers Pty. Ltd. may have to pay or elect to pay to any liquidator or administrator of the Customer in response to any claim they may make against Superior Tyre Wholesalers Pty. Ltd.
 10. This Guarantee shall bind each of us jointly and severally and take effect as a deed immediately we sign it, regardless of whether or not others who we may have understood were to sign this Guarantee (including any persons named above) actually ever do so.
 11. We understand that a guarantee is an important document and that we have had the opportunity to obtain legal advice on our obligations and financial advice in relation to the Customer.
 12. In accordance with s.18K(1)(c) of the Privacy Act, I authorise Superior Tyre Wholesalers Pty. Ltd. to obtain from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to, the Customer. I agree that if Superior Tyre Wholesalers Pty. Ltd. approves the Customer's application, this authorisation remains in force until the credit facility covered by the Customer's application ceases.

<p>* Do NOT put the Common Seal of the company Customer here. The Guarantee must be signed by individuals. ** The witness must be fully independent. The witness cannot be an employee or representative of Superior Tyre Wholesalers Pty. Ltd., or another Guarantor.</p>	
Guarantor (1) Full Legal Name*:	Independent Witness**:
Guarantor's Signature:	Witness Signature:
Date:	Date:
Guarantor (2) Full Legal Name*:	Independent Witness**:
Guarantor's Signature:	Witness Signature:
Date:	Date:

SECTION G. SUPERIOR TYRE WHOLESALERS PTY. LTD. Credit Account Terms and Conditions (Terms)

1 Definitions and interpretation **1.1 Confidential Information** means any trade secrets, knowhow, technical, scientific, commercial, financial, product, market or pricing or other information of or about Superior Tyre Wholesalers Pty. Ltd. in the Order or to which Customer gains access in connection with this Contract; **Contract** means the contract entered into between Superior Tyre Wholesalers Pty. Ltd. and Customer for the Supplies pursuant to an Order and these Terms; **Customer** means the customer nominated in the Contract and any of its officers, employees, agents, contractors or sub-contractors; **Goods** means any goods to be supplied by Superior Tyre Wholesalers Pty. Ltd. to Customer; **Intellectual Property** means all intellectual property rights throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights; **Loss** means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) and includes any economic loss or damage; loss of reputation; loss in connection with any claim against Superior Tyre Wholesalers Pty. Ltd. by any person; loss of revenue or actual or potential profits; any costs of repair; lost opportunity, including the opportunity to enter into or complete an arrangement with a third party; and legal costs and expenses on a full indemnity basis; **Order** means the order for the Goods created or accepted by Superior Tyre Wholesalers Pty. Ltd.; **Price** means the price of the Supplies excluding GST; **Real Property** means all real property interest held by the Customer now or in the future; **Services** means any services to be supplied by Superior Tyre Wholesalers Pty. Ltd. to Customer; **Specifications** means Superior Tyre Wholesalers Pty. Ltd.'s specifications for Goods; **Supplies** means the Goods and/or Services (as the case may be). **1.2** Specifying anything after the words "including" or similar expressions does not limit what else is included unless express wording to the contrary.

2 Customer Obligations **2.1** These Terms apply if Superior Tyre Wholesalers Pty. Ltd. accepts any order for Goods or Services or both from the Customer, whether for cash or credit. The Customer has no entitlement to credit unless in Superior Tyre Wholesalers Pty. Ltd.'s sole discretion Superior Tyre Wholesalers Pty. Ltd. extends credit to the Customer. If in a particular case, Superior Tyre Wholesalers Pty. Ltd. gives the Customer credit, Superior Tyre Wholesalers Pty. Ltd. still reserves the right at any time and for any reason in Superior Tyre Wholesalers Pty. Ltd.'s sole discretion to refuse to supply any further Goods or Services to the Customer and to refuse to supply any Goods or Services or both to the Customer on credit terms. If Superior Tyre Wholesalers Pty. Ltd. does decline to give the Customer further credit then that decision does not affect the credit terms which apply to any amounts the Customer then owes to Superior Tyre Wholesalers Pty. Ltd.. **2.2** As security for any amounts due to Superior Tyre Wholesalers Pty. Ltd. from time to time, the Customer charges all of its legal and equitable (both present and future) of whatsoever nature held in any and all of its assets (including Real Property) to Superior Tyre Wholesalers Pty. Ltd.. **2.3** Without limiting the generality of the charge in clause 2.2, the Customer agrees, on request by Superior Tyre Wholesalers Pty. Ltd., to execute any documents and do all things reasonably required by Superior Tyre Wholesalers Pty. Ltd. to perfect the charge given in clause 2.2, including registering a mortgage security over any Real Property and/or registering a security interest over any fixed or floating assets of the Customer. With regard to the charge given in clause 2.2, the Customer acknowledges and agrees that:

1. the terms "Personal Property Security Register", "Register", "Registration" and "Security Interests" have the meanings given by the Personal Properties Securities Act 2009 (Cth);
2. (the provisions of this clause 2 constitute a Security Interest of Superior Tyre Wholesalers Pty. Ltd. in any Goods supplied by Superior Tyre Wholesalers Pty. Ltd.);
3. Superior Tyre Wholesalers Pty. Ltd. reasonable costs and expenses incurred in enforcing the Security Interest in accordance with clause 2 form part of the Security Interest;
4. the Customer will do all such things and sign all such documentation as are reasonably required by Superior Tyre Wholesalers Pty. Ltd. to Register the Security Interest; however, Superior Tyre Wholesalers Pty. Ltd. will be responsible for the payment of any fee payable on the Registration of the Security Interest; and
5. (the Customer is not entitled to the removal of the Registration of the Security Interest from the PPSR, nor must the Customer take any steps to remove the Registration of the Security Interest from the PPSR, until payment of all monies owing and any interest, costs and expenses payable by the Customer to Superior Tyre Wholesalers Pty. Ltd. have been paid in full.

3 Orders and Specifications **3.1** No order for Goods or Services submitted by Customer is an Order until confirmed in writing by Superior Tyre Wholesalers Pty. Ltd.. **3.2** No Order may be cancelled by Customer except with the written agreement of Superior Tyre Wholesalers Pty. Ltd. and on terms that Customer indemnifies Superior Tyre Wholesalers Pty. Ltd. against any Loss Superior Tyre Wholesalers Pty. Ltd. pays, suffers, incurs or is liable for as a result of cancellation. **3.3** Customer agrees that these Terms apply to the Contract to the exclusion of any other terms, including any on printed documents issued by Customer at any time and are in addition to all other rights which Superior Tyre Wholesalers Pty. Ltd. may have at law. Any waiver by Superior Tyre Wholesalers Pty. Ltd. of any right is not a waiver of any other or future rights Superior Tyre Wholesalers Pty. Ltd. may have. **3.4** If Goods are to be manufactured or processed by Superior Tyre Wholesalers Pty. Ltd. in accordance with a specification submitted or varied by Customer, Customer indemnifies Superior Tyre Wholesalers Pty. Ltd. against any Loss Superior Tyre Wholesalers Pty. Ltd. pays, suffers, incurs or is liable for in connection with any claim as a result of Superior Tyre Wholesalers Pty. Ltd.'s use of such specifications. **3.5** Superior Tyre Wholesalers Pty. Ltd. may make any changes to the Specifications, the specifications of the Supplies or any packaging including conforming to safety or other statutory requirements. **3.6** If an order for Supplies is placed by Customer or its agent outside of any agreed minimum lead time, Superior Tyre Wholesalers Pty. Ltd. shall not be obliged to accept such order, but if Superior Tyre Wholesalers Pty. Ltd. does accept, Customer is obliged and

agrees to pay all additional costs or expenses incurred by Superior Tyre Wholesalers Pty. Ltd., including those associated with delivery, increases in pricing or any other.

4 Price and GST **4.1** Unless the context indicates otherwise, terms defined or used in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as in that Act. **4.2** Unless varied by Superior Tyre Wholesalers Pty. Ltd. or required by law, Price is exclusive of GST. **4.3** Any rebates, discounts, allowances or other reductions in price calculated by reference to the sales value to which Customer is entitled or which are granted by Superior Tyre Wholesalers Pty. Ltd. (Discounts) are to be calculated on the Price. **4.4** Unless expressly stated to be inclusive of GST, the consideration for any taxable supply made by a party (Supplier) under or in connection with these Terms does not include GST and may be increased by the Supplier by an amount equal to the GST payable on that taxable supply. If an adjustment event occurs the Supplier must issue an adjustment note to the recipient and the difference between the GST payable on the supply (taking into account any adjustments) and the amount of GST included in the price for the supply must be paid by or refunded to the recipient, as applicable. Any amount to be reimbursed or indemnified in connection with these Terms must be reduced by an amount equal to any input tax credit to which the party being reimbursed is entitled in respect of that amount. **4.5** Superior Tyre Wholesalers Pty. Ltd. reserves the right, at any time before delivery, to increase the Price (including for any Goods to be supplied under an agreement to which these Terms apply for the sale, purchase and supply of a quantity of Goods over a period of time and notwithstanding anything contained in such agreement) to, among other things, reflect any increase in costs to Superior Tyre Wholesalers Pty. Ltd. which are due to any factor (including a significant increase in the costs of, or shortages or the unavailability of, labour or materials, the increase or imposition of any tax, duty or other levy, any variation in exchange rates, any change of

delivery dates, any change in quantities or specifications of the Supplies requested by Customer, or any delay caused by supply or non-supply of instructions of Customer. **4.6** Subject to clause 3.2, if Customer does not want to accept any increase in Price, Customer can elect to cease any or all future orders of Supplies from Superior Tyre Wholesalers Pty. Ltd..

5 Delivery **5.1** Delivery of Goods to Customer occurs, in the case of Goods to be collected by Customer from Superior Tyre Wholesalers Pty. Ltd. at the agreed time for collection, or in the case of Goods to be delivered at the time Superior Tyre Wholesalers Pty. Ltd. tendered delivery of the Goods. Any time which Superior Tyre Wholesalers Pty. Ltd. quotes for delivery of Supplies is an estimate only. **5.2** Customer bears all costs associated with the provision of the Supplies including any government taxes, duties or imposts, unless stated otherwise in the Order. **5.3** Where Customer fails to collect or take delivery of Supplies at an agreed time Superior Tyre Wholesalers Pty. Ltd. may charge Customer a service fee for any delay experienced or arrange for the storage of the Goods at the risk and cost of the Customer, including all transportation, storage and other consequential loss. **5.4** Any containers used for the delivery of Goods or other equipment of Superior Tyre Wholesalers Pty. Ltd. provided for use by Customer (Equipment) at all times remains the property of Superior Tyre Wholesalers Pty. Ltd. and title does not pass in any circumstances. Customer must keep the Equipment clean and undamaged and return in good condition post-delivery of Supplies. **5.5** Customer must accept and pay for, in fulfilment of an Order, delivery of +/- 5% of the quantity specified in an Order and must pay for the quantity actually delivered. **5.6** Superior Tyre Wholesalers Pty. Ltd. may at its sole discretion, make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these Terms.

6 Terms of Payment **6.1** Where Superior Tyre Wholesalers Pty. Ltd. has agreed to extend credit to Customer, Customer must pay for the Supplies in **full within 30 days** from the end of the month in which the Supplies were supplied, unless otherwise determined by Superior Tyre Wholesalers Pty. Ltd. or otherwise in accordance with the Contract, however Superior Tyre Wholesalers Pty. Ltd. may require Customer to pay cash in full prior to delivery at any time. **6.2** Discounts will be credited to Customer by Superior Tyre Wholesalers Pty. Ltd., Customer cannot deduct any Discounts from moneys owing by it to Superior Tyre Wholesalers Pty. Ltd.. Customer must pay Superior Tyre Wholesalers Pty. Ltd. in full for Supplies delivered even if a delay in the delivery of the Supplies or Customer disputes the quality, quantity or condition of Supplies delivered or provided. Superior Tyre Wholesalers Pty. Ltd. is entitled to set off any sums owed by it to Customer against the Price. **6.3** If Customer has not paid in full by the due date Superior Tyre Wholesalers Pty. Ltd. may, without limiting any other rights, charge Customer interest on the overdue moneys at the cash rate (displayed about 11.00 am Sydney time on the Reserve Bank of Australia website on the date of delivery) plus 2%, from delivery of the Supplies until paid in full, and take action against Customer for the Price for which payment has not been made, even though title in the Goods remains with Superior Tyre Wholesalers Pty. Ltd.. **6.4** The Customer agrees to pay Superior Tyre Wholesalers Pty. Ltd. administration and handling fees in respect of any copies of documents required or other processing involved in the conduct of the account including but not limited to account administration fees, Merchant or other fees incurred as a result of payment by credit or charge card or Bpay or payment by any other means and such fees will be charged to the Customer's account. **6.5** The Customer shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off except Superior Tyre Wholesalers Pty. Ltd.'s written consent.

7 Risk & Title **7.1** Risk of loss or damage to the Goods passes to Customer on delivery. **7.2** Until Customer has paid for the Goods in full and also paid all other moneys due and payable to Superior Tyre Wholesalers Pty. Ltd., title in the Goods remains with Superior Tyre Wholesalers Pty. Ltd., Customer holds the Goods as Bailee of Superior Tyre Wholesalers Pty. Ltd. and must ensure the Goods are properly stored, separate from all other goods, protected, readily identifiable, clearly marked as owned by Superior Tyre Wholesalers Pty. Ltd. and fully insured for an amount not less than the Price. **7.3** If Customer sells the Goods or any goods incorporating or processed using the Goods

(Processed Goods) to customers, Customer in its position as fiduciary assigns to Superior Tyre Wholesalers Pty. Ltd. the benefit of any claim against the customers and will hold on trust in a separate identifiable account, and account to Superior Tyre Wholesalers Pty. Ltd. for all proceeds of sale or such part of the proceeds of sale as is equivalent to the Price of the Goods incorporated or used in the Processed Goods. Superior Tyre Wholesalers Pty. Ltd. has the rights to such proceeds whether or not held in a separate identifiable account.

7.4 Customer acknowledges that the Contract constitutes a security agreement under the Personal Property Securities Act 2009 (PPSA), that Superior Tyre Wholesalers Pty. Ltd. has a security interest in the Equipment, Goods (including any Goods to be supplied in the future) and any proceeds, Superior Tyre Wholesalers Pty. Ltd.'s rights in the Goods established under this clause 7 are a 'purchase money security interest' (PMSI) and Superior Tyre Wholesalers Pty. Ltd. will have a PMSI in proceeds of those Goods. Customer agrees to do anything required by Superior Tyre Wholesalers Pty. Ltd. to enable Superior Tyre Wholesalers Pty. Ltd. to register the security interest and to maintain the registration including by paying all costs, expenses and other charges incurred by Superior Tyre Wholesalers Pty. Ltd. in preparing, lodging or registering any financing statement or financing change statement in relation to any such security interest, maintaining those registrations, and enforcing any security interests.

7.5 Customer shall not charge the Goods in any way, nor grant or give any interest in the Goods while they remain the property of Superior Tyre Wholesalers Pty. Ltd., nor allow any third party to acquire a security interest in the Goods.

7.6 If Customer fails to comply with any of these Terms then Customer must return any Goods on which there are outstanding amounts owing on request; Customer authorises Superior Tyre Wholesalers Pty. Ltd. and any person authorised by Superior Tyre Wholesalers Pty. Ltd. to enter premises where the Goods may be located to take possession of the Goods; Superior Tyre Wholesalers Pty. Ltd. may retain, sell or otherwise dispose of those goods.

7.7 Customer agrees to the extent permitted under the PPSA, that the following provisions will not apply when enforcing these Terms: s95, s130 and s157 to the extent it requires Superior Tyre Wholesalers Pty. Ltd. to give a notice to Customer; s121(4); s132(3)(d); s132(4); s135; s142; and s143, unless otherwise agreed by Superior Tyre Wholesalers Pty. Ltd. and Customer will not disclose, nor authorise the disclosure of, any information of the kind described in s275(1) to any person.

7.8 Unless the context indicates otherwise, terms defined or used in the PPSA have the same meaning as in that Act.

8 General Lien 8.1 In addition to any lien at law, the Customer acknowledges that Superior Tyre Wholesalers Pty. Ltd. has a particular and general lien over all Goods sold to or stored on behalf of the Customer in Superior Tyre Wholesalers Pty. Ltd.'s possession for all money due now or in the future. 8.2 Superior Tyre Wholesalers Pty. Ltd. may, after giving 7 days' notice, sell or otherwise dispose of such Goods at the expense of the Customer and without any liability to Superior Tyre Wholesalers Pty. Ltd. and the Customer hereby indemnifies Superior Tyre Wholesalers Pty. Ltd. from any Loss caused due to the sale of the Goods or otherwise.

9 Force Majeure Superior Tyre Wholesalers Pty. Ltd. is entitled (without liability to Customer) to delay, vary or cancel the performance of any of its obligations if and to the extent that it is prevented from, hindered in or delayed in the performance of any of its obligations by normal route or means of delivery or at costs commercially acceptable to Superior Tyre Wholesalers Pty. Ltd. through any circumstances beyond its control including acts of God, governmental actions, strikes or other labour disputes (whether or not relating to the Company's workforce), lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, epidemic, fire, natural disasters, extreme adverse weather, reduction in or unavailability of energy sources, breakdown of plant or machinery, restrictions or delays affecting delivery of the Supplies, default of suppliers or subcontractors, shortage or unavailability of raw materials from normal sources of supply or the amendment or coming into force of any regulatory provision affecting the import or export of the Supplies or any ingredients or materials for production of the Supplies each a **Force Majeure Event**.

10 Shortfall, Damaged and Defective Goods 10.1 Goods will be considered to have been delivered in full in good condition unless Customer notifies Superior Tyre Wholesalers Pty. Ltd. in writing of the shortfall, damage or defect within 2 business days of delivery (unless there is an immediate health or safety danger in which case the Customer must notify Superior Tyre Wholesalers Pty. Ltd. immediately). 10.2 If Customer gives Superior Tyre Wholesalers Pty. Ltd. notice under clause 10.1, it must preserve the Goods in the state in which they were delivered for 14 days after notice and at Superior Tyre Wholesalers Pty. Ltd.'s option, allow Superior Tyre Wholesalers Pty. Ltd. or its representative to inspect the Goods or return some or all Goods to Superior Tyre Wholesalers Pty. Ltd. in the same condition as delivered, except in each case for any normal deterioration due to the passing of time. Version: October 2014 10.3 Superior Tyre Wholesalers Pty. Ltd. is not obliged to accept return of or allow credit for Goods not sold by Customer by the use-by date for the Goods.

11 Right of Entry, Resale and Termination 11.1 If Customer (a) enters or threatens to enter into bankruptcy or any other form of insolvency, administration, management or receivership or scheme or arrangement with its creditor; (b) ceases or threatens to cease to conduct business; (c) breaches any of these Terms; or (d) in Superior Tyre Wholesalers Pty. Ltd.'s opinion, fails to perform its obligations in a satisfactory manner, engages in unlawful or dishonest activity or fraud, has a conflict of interest or any other misconduct; Superior Tyre Wholesalers Pty. Ltd. may, without affecting its accrued rights and obligations, enter the Customer's premises where the Goods are held, retake possession of and resell the Goods or terminate any Contract immediately by notice to Customer (without liability to Customer) and withhold or suspend any deliveries of Goods or performance of Services pursuant to the Contract. 11.2 Superior Tyre Wholesalers Pty. Ltd. may terminate any Contract at any time by giving Customer no less than **30 days' notice** in writing, or if a Force Majeure Event continues for 30 days or more, on immediate notice to Customer.

12 Confidential Information and Intellectual Property 12.1 Customer must keep all Confidential Information secret unless it comes into the public domain (other than because of a breach of this Contract or any law) and must not use Confidential Information except as necessary for the purposes of these Terms. On termination or expiry of these

Terms, Customer must promptly return all Confidential Information to Superior Tyre Wholesalers Pty. Ltd., or destroy it if Superior Tyre Wholesalers Pty. Ltd. requires. 12.2 Intellectual Property owned by either party at the commencement of the Contract remains the property of that party. Any Intellectual Property developed or created during the performance of the Contract vests in Superior Tyre Wholesalers Pty. Ltd. immediately upon its creation and Customer assigns all right, title and interest in such Intellectual Property to Superior Tyre Wholesalers Pty. Ltd. and will do any further acts or execute any documents required by Superior Tyre Wholesalers Pty. Ltd. to effect such assignment.

13 Limitation of Liability and Warranties 13.1 Customer may have certain rights under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) including consumer guarantees that the Goods and Services Superior Tyre Wholesalers Pty. Ltd. provides to Customer will be of acceptable quality, fit for the purpose disclosed and carried out by Superior Tyre Wholesalers Pty. Ltd. with due care and skill. These Terms do not exclude or limit these guarantees or any other statutory rights that Customer may have under applicable laws. 13.2 To the extent permitted by law: (a) all guarantees, conditions and warranties, express or implied, by law, custom or otherwise are excluded; and (b) Superior Tyre Wholesalers Pty. Ltd.'s liability for any Loss arising from a breach of such guarantees, conditions and warranties, or these Terms, is limited to: (1) in the case of Goods, either replacement of the Goods, the supply of products equivalent to the Goods, the repair of the Goods, or the cost of replacing the Goods or acquiring products equivalent to the Goods, or the payment of the cost of having the Goods repaired; and (2) in the case of Services, the supply of the Services again or the payment of the cost of having the Services supplied again. 13.3 To the extent permitted by law, Superior Tyre Wholesalers Pty. Ltd. will not be liable for any Loss which Customer pays, suffers, incurs or is liable for any reason, including as a result of delay, negligence or any act, advice, matter or thing done or permitted or omitted to be done by Superior Tyre Wholesalers Pty. Ltd., its employees or agents in any way connected with or arising out of these Terms. 13.4 Customer indemnifies Superior Tyre Wholesalers Pty. Ltd. against any Loss which Superior Tyre Wholesalers Pty. Ltd. pays, suffers, incurs or is liable for in connection with any breach of these Terms, or negligence, by Customer or with Superior Tyre Wholesalers Pty. Ltd. exercising its rights under these Terms. 13.5 The Customer warrants that: (a) it will handle and store the Goods at all times as directed by Superior Tyre Wholesalers Pty. Ltd. or in absence of such direction, in accordance with prevailing industry standards; (b) it will handle and store the Equipment safely, with due care and in accordance with all laws; (c) it is acquiring any Goods for resupply or for the purposes of using them up or transforming them, in trade or commerce, in the course of production or manufacture; and (d) it is not acquiring Goods wholly or predominantly for personal, domestic or household use or consumption.

14 Trusts 14.1 Where the Customer enters these Terms in its capacity as trustee for a trust (Trust), the Customer represents and warrants that: (a) it has entered these Terms in its personal capacity and in its capacity as trustee for the Trust; (b) no action has been taken or proposed to remove it as trustee of the Trust or to terminate or resettle the Trust; (c) it has the power, and has complied with all requirements under the relevant Trust deed, to enter into and perform its obligations under the Contract in its capacity as trustee of the Trust; and (d) it has the right to be indemnified out of the Trust assets in respect of its obligations and liabilities under and in connection with the Contract. 14.2 The Customer acknowledges that Superior Tyre Wholesalers Pty. Ltd. is relying on the representations and warranties made to it under this clause. 14.3 The Customer must not, without the consent of Superior Tyre Wholesalers Pty. Ltd., except as required by law or the Trust deed: (a) permit its right to be indemnified out of the Trust assets to be reduced or extinguished; (b) permit a variation to the Trust deed which would have a material adverse effect on Superior Tyre Wholesalers Pty. Ltd.'s rights and entitlements under the Contract; (c) terminate or resettle the Trust.

15 Anti-corruption Customer will not directly or indirectly, in private business or public sector dealings, offer, give or agree to offer or give any payment, gift or other advantage with respect to any matters which are the subject of these Terms which would violate any anti-corruption laws or regulations; is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust; or which a reasonable person would otherwise consider to be unethical, illegal or improper.

16 Electronic communications 16.1 The Customer agrees that email communications from Superior Tyre Wholesalers Pty. Ltd. to the Customer constitute an 'electronic communication' within the meaning of the Electronic Transactions Act 1999 (Cth). 16.2 The Customer agrees that in agreeing to receive invoices via email, and the service of notices under the Electronic Transactions Act 1999 (Cth) the Customer is designating an information system for the purpose of receiving electronic communications within the meaning of the Electronic Transactions Act 1999 (Cth). 16.3 The Customer agrees that evidence of 'dispatch' by Superior Tyre Wholesalers Pty. Ltd. of an email is prima facie evidence of the 'receipt' of the email by the Customer within the meaning of the Act. Unless the contrary is proven, the time of receipt will be deemed to be twenty (20) seconds after the time of the 'dispatch' of the email.

17 General 17.1 Superior Tyre Wholesalers Pty. Ltd. may vary these Terms at any time by notice to Customer. 17.2 If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Contract. 17.3 These Terms are governed by and construed in accordance with the laws of the State or Territory from which these Terms are sent by Superior Tyre Wholesalers Pty. Ltd. and each party irrevocably submits to the exclusive jurisdiction of the courts of that State or Territory.