

Company Name/Sole Proprietor's Name:		ABN	
Trading/Business Name:		Bus. Name Reg No:	
Business type:		Franchise Group (if applicable):	
If Mechanical No. of hoists p/week:	If Wrecker No. of cars p/week:	If Crash Repairer No. of cars p/week:	
Phone:	Fax:	Parts Quote Email:	
Postal Address:		Credit Notes Email:	
Delivery Address:		Copy Inv Email:	
Method of Delivery:		Statements Email:	
Contact details of transport agent:		Product Info & Promotional Email:	
Date you commenced trading:		Estimated monthly purchases with us \$:	
Premises: owned/leased (please circle application)		Bus. Name Reg No:	
Landlords Name:		Address:	
Details of All Proprietors/Directors/Secretary (jointly and severally the "Guarantors")			
Full Name:	Position:	Home:	Drivers Licence No.
Accounts contact name:	Phone:	Fax:	
Bank:	Branch:	Account No:	
Name on credit card:	Type of credit card (Amex not accepted):		
Credit Card No:	Credit Card Expiry Date:	CCV:	
Trade Reference (Three references are required). These must be trading accounts not being secured or partly secured. COD transactions, fuel or oil accounts are unacceptable.			
Supplier's Name	Your A/C Code	Phone	Facsimile

Has the company/proprietor ever been in bankruptcy, receivership, liquidation or any other form of official management, or made any arrangements for its creditors? Yes No

Are there any court actions or judgements against the company or its directors/ proprietors? Yes/No

Have the directors/ proprietors ever held office in a company, and/or business which was wound up, placed in receivership, bankruptcy or any other form of official management? Yes No

I, BEING A DIRECTOR/ SECRETARY OR PROPRIETOR, HAVE READ THE ATTACHED TRADING TERMS AND AGREE TO BE BOUND BY THEM AND GRANT THE GUARANTEE.

Name of director/secretary/proprietor	Signature	Signature of Witness

OFFICE USE				
CSI ID	PC	TERR	TERMS	CREDIT LIMIT
APG Customer Number:			SIC Code:	

These trading terms apply to all sales and are deemed to be incorporated into all contacts for the sale of goods and/or services and cannot be varied by you in any form including those that may be printed on a purchase order. These trading terms may be varied by us by updating the trading terms available on our website from time to time. Acceptance of these terms by you is demonstrated by you purchasing goods and/or services from us, operating an account with us or conducting business with us.

Basis of Contract – A quotation from us is not an offer. A contract exists once we accept your order (subject to the goods passing our pre-delivery inspection). The contract may not be cancelled without mutual agreement between the parties.

Prices – All prices are in Australian dollars and are subject to change without notice.

Payment – You agree to pay in full in accordance with the terms indicated on our invoice. If no terms are indicated on our invoice and you have an account with us then you agree to pay within 30 days of the end of the month in which the invoice is issued. If you do not have an account with us then you must pay in cash on or before delivery of the goods. A 1% surcharge will apply to all payments by credit card.

Credit limit- We will determine the credit limit for your account and may change this credit limit at any time without notice or reason.

Delivery – Delivery of goods to your transport agent will constitute delivery to you, you will pay all delivery costs and any damage caused in transit will not be our responsibility.

If we agree to deliver the goods to you, you agree to pay the delivery fee (if any) notified to you from time to time.

You grant us a reasonable extension of time for delivery of goods delayed due to circumstances beyond our control. We will not be liable for any loss or damage arising from delays in delivery.

Deemed acceptance of goods – You are deemed to have accepted the goods as damage free and as ordered unless you make a credit claim within 24 hours for daily order customers in Australia; 48 hours for overseas customers of the date of receipt of the goods.

Returns/credit claims – Subject to the express and implied warranty/condition provisions below, we may in our absolute discretion accept or reject a return/ credit claim. In order to make your claim you must, at your cost, return the goods to us within 5 business days for daily order customers and 7 business days for overseas customers from the date the goods are received and provide us with proof of purchase (e.g. Original invoice). If requested you must provide us with evidence of the date of receipt of the goods. If you want to make a claim outside this time frame you should provide details of the special circumstances to our credit officer and get the prior approval of our credit officer before returning the goods.

Claims made after 5 business days for daily order customers and 7 business days for overseas customers from the date the goods are received may at our discretion be rejected. We will not accept return /credit claims no matter what the special circumstances after 10 business days for daily order customers and 20 business days for overseas customers from the date the goods are received.

The goods' must be returned unaltered in its original packaging and must also be received in a clean and resale able condition.

We may reject a credit claim on any items having an invoice value of \$5 or less, on electrical goods, non stock items ordered at your request, trims or , items manufactured at the your request (e.g. special order exchange bumper bars). If we reject your return, we will make the goods available for your collection at your cost. If the goods are not collected by you within 20 business days they will be deemed abandoned. If we accept the return we will issue you with a credit note for the price of the goods (less any handling and delivery fees).

Implied Warranties/Conditions - All implied terms, conditions and warranties, other than those implied by any law that may not be excluded, are expressly excluded. Where permitted by law our liability for all implied terms, conditions and warranties including those implied by law that can not be excluded is limited to the following:

- (a) the cost of replacing the goods;
- (b) the cost of obtaining equivalent goods;
- (c) the cost of having the goods repaired.

Implied warranty/conditions credit claims- You may make a credit claim or claim for refund (if you are a COD Customer) for goods which breach the implied warranties/conditions that cannot be excluded by law. This claim must be made within a reasonable time. We will not accept claims made after deemed acceptance of the goods if the claim relates to matters which would be apparent from inspection such as damage or goods not as ordered. If requested you must provide us with evidence of the date of receipt of the goods.

To make a claim you must provide us with proof of purchase (e.g. the original invoice), reason for the claims (e.g. details of the implied warranty or condition which is claimed to be breached), proof of breach of the implied warranty/condition (e.g. a photo of the goods) and details of when the breach became known to you or your customer. You must, return the goods to us so that we can assess whether there has been a breach or in cases where the wrong goods have been supplied within 3 business days of the date the claim is made. Where the wrong goods have been supplied the returned goods must be unaltered in its original packaging and must also be received in a clean and resale able condition.

If an implied warranty/condition that may not be excluded at law is breached then a creditor refund (for COD customers) will be granted for the price of the goods. We are not liable for freight or delivery costs for the delivery of the original goods to you or the return of them to us. If requested by us, you must destroy damaged or defective the goods if not returned to us and provide us evidence of this.

Express Warranties – Some of the goods are sold with express warranties, details of these express warranties are available on our website, in our cataloguing or on request. Credit claims may be made for goods which breach our express warranties.

Express warranty credit claims – You may make a credit claim for goods which breach an express warranty in accordance with the terms and procedures detailed in the express warranty. You must make the claim within the times specified in the express warranty and meet all the conditions of the express warranty (including use, installation and maintenance of the goods). You must provide us with proof of purchase, the reason for the claim (details of how the express warranty has been breached) and proof of breach of the express warranty. You must return the goods to us, within 3 business days of the date the claim is made, at your cost, so we can assess whether there has been a breach or if agreed by us provide us with a photo to evidence the breach. If an express warranty is breached then a credit (or refund for COD Customers) will be granted for the price of the goods. If the credit claim is granted you must destroy the goods if not returned to us.

Replacement Goods/Return of Original Goods- “When replacement goods are supplied by us, we may charge a handling fee which will be refunded provided the original goods are returned to us within 3 business days of receipt of the replacement goods. If the original goods are not returned to us within 3 business days of the receipt of the replacement goods then we may, at our discretion, not refund the handling fee and invoice you for the replacement product.

Passing of title and risk – The risk in the goods passes to you on delivery to you or your transport agent. We retain the legal and equitable title to the goods until payment is made for all goods that have from time to time supplied to you. Until such payment is made you will hold the goods as fiduciary agent and bailee for us and will return them to us if requested. You may as a fiduciary agent sell or deal with the goods in the ordinary course of your business. Any right to bind us to any liability to any third party by contract or otherwise is expressly negated. You receive all proceeds of any dealing with such goods in trust for us and will keep such proceeds in a separate account until your liability to us has been discharged. We have the power to appropriate payments to such accounts as we think fit notwithstanding any appropriation by you to the contrary. Until such time as you become owner of the goods you will store them separately and ensure they are kept in a good and saleable condition, secure from risk and damage or theft and fully insured against such risks.

Default by you - If you default or fail to make due payment for any goods and/or services supplied to you from time to time, without prejudice to our other rights, we may do any or all of the following:

- (a) Withdraw all credit facilities without notice until your account is brought within terms;
- (a1) Change your credit limit;
- (a2) Notify you that with all monies owing under your account are immediately due and payable;
- (b) Charge interest on overdue monies daily until payment at the rate of 2.5% per month.;
- (b1) charge you, at our discretion, an administration fee of \$25 per outstanding invoice which is immediately due and payable;
- (b2) charge you, at our discretion, a surcharge on all monies outstanding until the actual date of payment at the rate of 22% per annum calculated daily which is immediately due and payable;
- (c) require you to pay on demand legal costs on a solicitor and own client basis or any other expenses whatsoever incurred by us in respect of the enforcement or attempted enforcement of our rights under this agreement (including collection agent costs, entry and removal costs and dishonored cheque fees);
- (d) Cancel any trade discounts or revise your pricing structure;
- (e) Withhold any further deliveries of goods whether in transit or not;
- (f) where goods have been delivered, enter your premises or any premises under your or your agent’s control where the goods are stored and use reasonable force to recover the goods without any liability of whatever nature to you or your agent;
- (f1) where goods have been recovered we may dispose of the goods to any person on any terms we deem necessary without liability of any kind to you and we shall be entitled to recover the difference between the purchase price owed by you and the net proceeds of the sale of the repossessed goods;
- (g) Resell any goods repossessed for our own benefit without liability to you for any loss resulting from the resale;
- (h) Suspend and/or terminate performance without penalty of any other contract for sale;
- (i) require payment in cash before or upon delivery of further goods to you;
- (j) Withhold documents which are in our possession;
- (k) Appropriate and apply all monies and credits/adjustment notes received by us at our discretion. For example we may apply them firstly to payment of our recovery costs, then to interest due, then towards payment of the debt for supply of the goods;
- (l) Terminate your website registered user access; and/or
- (m) if you or the guarantor own real property or any asset capable of being charged you both agree to mortgage and or charge your interest in the land or asset to us or our nominee to secure all amounts payable under these terms and conditions. You and the guarantor acknowledge and agree that we or our nominee may lodge caveats over any real property that either of you own and you both hereby consent and authorize us to do so. You and the guarantor hereby irrevocably nominate, constitute and appoint us or our nominee as your true and lawful attorney to execute mortgages and charges on such terms as we consider fit in our absolute discretion over your real property or other assets capable of being charged as may be necessary to secure your indebtedness to us and perform all other acts and to execute all documents which in our opinion may be necessary or advantageous to give effect to the provisions of this clause.

Representations - Subject to the express and implied warranty provisions above, we are not liable for any advice given by our agents or employees in relation to the suitability for any purpose of goods or material supplied by us and all such advice relied upon is at your own risk. Our agents and employees are not authorised to vary or add to our trading terms.

Liability and release - Subject to the express and implied warranty provisions above, we are not liable for and you release us from all liability for any direct, indirect, consequential or punitive loss or damages (including loss of profit) arising out of anything done or not done by us, our employees, officers or agents in relation to the supply of the goods (whether arising through negligence or otherwise) including any loss or damages arising from injury, death, property damage, use of the goods, infringement of intellectual property rights or defects in the goods. Where such liability occurs to a third party you hereby indemnify us against all third party liability to the fullest extent permitted by law.

Confidential Information - Any information relating to our business communicated to you by us will be treated as confidential and valuable to us. You must maintain the information in the strictest confidence and use the information solely as a user or reseller of our goods. These confidentiality obligations continue notwithstanding the end of our trading relationship. You are not required to maintain information as confidential if you are required to disclose it by law or it is in the public domain (other than by breach of your obligation to keep it confidential)

IP licence - We grant you a non-exclusive licence to use Marketing Materials (including electronic catalogues, data files, pictures, our website and information and materials accessible from our website) provided to you by us provided that:

- a) Should you require modifications to our standard Marketing Materials then you may request we undertake this work and of we agree we will charge you our standard hourly rate for undertaking this work.
- b) You agree that we may terminate this licence at any time in which case you will immediately return to us all copies of the Marketing Materials and cease to copy and/or use the Marketing Materials. You agree to erase all Marketing Materials from your systems and return all hard copies to us;
- c) You agree that the disclaimer and reservation of rights below is deemed to apply to each item of Marketing Materials provided to you;
- d) You acknowledge that we made a substantial investment in creating the Marketing Materials and should you breach the terms of this licence or continue to use our Marketing Materials after we have notified you of the termination of this licence then you must pay us a licence fee of \$500 per day; and
- e) You agree you have no right to sub-licence the rights granted to you by us.

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Third Party Client Data - You authorise us to obtain directly from third parties (such as platform providers like PartsCheck) information and data relating to you including your client data (such as data or information that you input, upload or otherwise submit into the third party website, application, software or software interfaces), quote information, supplier information and purchase orders but not include any data relating to price paid or vendor name. This Third Party Client Data is not required to be maintained as confidential information by us (subject to our privacy policy) and any intellectual property in the data is hereby assigned by you to us to use for any purpose.

Website – You may request to become a registered user of our website. Should this request be granted you must comply with our website user policies and procedures which are available from time to time on our website. We may terminate your registered user access at our discretion without notice to you. You will be granted a confidential user identification and password (collectively referred to as your password).

All transactions using your password will be deemed to be transactions authorised by you and contracts for the sale of goods formed from the use of your password will be governed by these terms and conditions.

We have no obligation to verify the validity of any instruction given using your password.

You must notify us in writing immediately should you become aware or suspect any unauthorised use of your password. Upon receipt of the notice we will as soon as reasonably possible disable the password and issue a replacement password.

You agree that we are not liable for any loss you may incur as a result of unauthorised use of your password and that you bare all risk and liability for unauthorised use of your password. You hereby indemnify us from all loss, costs and expenses arising from unauthorised use of your password.

We hereby exclude any warranties and give no representations as to the availability, accuracy, speed or performance of our website.

We do not warrant that our website or the content accessed from it will be free of viruses or any other harmful components or as to the security of our website and the transactions made using it. You must notify us in writing immediately if you suspect a virus has been transported by use of our website or of any suspected security breach. You must not do anything that would effect or disrupt the security, performance or availability of our systems such as inappropriate processes (e.g. repeated pinging, port scans, probes or activities that may resemble hacking).

Website links - You may also request that your website be linked to our website such that your customers view our on-line catalogue. Should this request be granted you must pay us our standard yearly website link fee. You must keep details of the web link confidential.

Website advertisements – You may request to advertise on our website. Should this request be granted you must pay us our standard website advertising fees. All registered users will be listed on our website (contact details for retailer/wholesalers) and if you are a registered user you agree to this listing and to pay our standard yearly listing fee.

Guarantee - In consideration of us agreeing to supply the Customer with goods on credit the Guarantor agrees to guarantee and be responsible to us for the due payment by the Customer for all the goods and/or services that we may from time to time supply to the Customer and for all debts whatsoever and howsoever arising by the Customer to us in respect of goods and/or services supplied. This guarantee is a continuing guarantee, is a principal obligation and is not to be affected by any claim or right to set off or cross action by which the Customer may have or claim to have against us. We may without notice to the Guarantor at any time grant indulgences to the Customer or waive compliance with these Trading Terms or amend these Trading Terms. We are not required to provide the Guarantor with any notice of default by the Customer.

Trust Company – If you enter into this agreement as a trustee then you agree that you are as trustee subject to these terms and liable to pay all monies outstanding at any time and warrant that the assets of the trust are available to meet these liabilities.

Credit Enquiries - The Customer and the Guarantor consent to us making any enquiries of whoever is deemed necessary (including credit reference agencies and trade referees) for the purpose of assessing the credit application or for the collection of overdue payments and permits these people to give information to us without restriction.

The Customer and the Guarantor consent to us providing personal and commercial credit information (including details of credit worthiness or any default) to a trade insurer or other credit providers who are using the information to assess a credit application.

Governing Law - These Trading Terms are to be construed in accordance with the laws of Queensland. The parties submit unconditionally to the exclusive jurisdiction of the Courts and appellants Courts of Queensland located in Brisbane.

Sale of Business - You must notify us in writing of any change of address or ownership of your business within 7 days of the commencement of such change.

Enforceability – Should any part of this agreement be unenforceable at law or cannot be given full effect whether by statutory invalidity, uncertainty or otherwise, then that specific section shall only be enforceable and the remainder of the agreement will retain full effect and enforceability;

Waiver – We shall not be deemed to have waived any terms or conditions of this agreement or to any variation of this agreement unless we have done so expressly in writing;

Force Majeure – Where any event which is outside our reasonable control prevents or delays us from performing our obligations under this agreement, that obligation is suspended. If the delay continues for a period of 3 months either of us may terminate the relevant contract for the sale of goods by written notice to the other.

Product Information and Promotions – you agree that we may use any email addresses provided by you to us for sending commercial electronic messages.

Third Party Data – Some of the information or material accessed or contained in an item may incorporate third party data (including Motor Vehicle Data such as vehicle identification number (VIN) and registration plate matching services and such other data and information or other content provided by third party data providers). Such information may only be used internally by you and only for the purpose for which it is provided e.g. vehicle identification in order to purchase our products. Third party data use is subject to the following additional terms:

- (a) You acknowledge that all right, title and interest in and to the third party data is retained by the third party data provider and you must not commit or permit any act or omission that would impair such rights;
- (b) We do not claim any copyright in relation to third party data, the copyright is claimed by the third party data provider and you acknowledge this;
- (c) The third party data is provided on a “as is” “as available” basis. Any use or reliance on it will be at your risk. There are no warranties given (express or implied) including but not limited to implied warranties of merchantability or fitness for a particular purpose;
- (d) In not event will we or our third party data providers be liable for any indirect, special, incidental or consequential damages, including but not limited to, loss of income or lost revenue whether based in contract, tort or any other theory;
- (e) You may not advertise or disclose or in anyway publically announce through any media or directly to third parties the use or source of the Motor Vehicle Data.”

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OUR ADVANTAGE™



MotorKool



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