



THE SUM OF OUR PARTS, DRIVING YOUR SUCCESS

GPC Asia Pacific is the largest automotive aftermarket parts supplier in Australia and New Zealand. We resell and distribute automotive replacement parts, accessories and related tools and equipment through a network of over 550 stores, 12 advanced distribution centres and a team of more than 6,200 dedicated team members.

We service our vast trade and retail market by holding more than 80,000 SKUs in our permanent product range, with access to a further 1,000,000 items via our global network of suppliers, supporting more than 36,000 trade customers and countless retail consumers.

This credit application allows you to conveniently access GPC Asia Pacific's vast network of quality brands in Australia, with minimal paperwork.

If your application for a commercial credit account is accepted:

- (a) you can order products from any of our businesses through one credit account; and
- (b) the terms set out in this credit application will apply to all orders your place with any of our businesses.

For more information, visit us at www.gpcasiapac.com or contact accounts@gpcap.com / 1800 975 272.



Application for Commercial Credit Account



Office Use Only

Branch Location

Account Number

Log Number

GPC ASIA PACIFIC GROUP ENTITY:

GPC Asia Pacific Pty Ltd, ABN 97 097 993 283
22 Enterprise Drive, Rowville VIC 3178 www.gpcasiapac.com

DETAILS OF BUSINESS: ("APPLICANT")

Sole Trader Partnership Company Trust

TRADING NAME:

ABN:

Choose **one** option from the following

COMPANY

NAME:

TRUST

NAME:

NAME OF TRUSTEE:

ABN:

PARTNERSHIP

NAME OF PARTNERS:

SOLE TRADER . NAME OF PROPRIETOR:

BUSINESS ADDRESS
 (Full street address, not PO Box)

Postcode

POSTAL ADDRESS
 (if different from the business address)

Postcode

TELEPHONE:

FACSIMILE:

EMAIL:

Do you want statements sent to this email address?: Yes No

IS THE BUSINESS REGISTERED FOR GST?

Yes No

FULL DETAILS OF PROPRIETOR(S), PARTNER(S), DIRECTOR(S) OR TRUSTEE(S) OF THE APPLICANT

SURNAME:

DRIVERS LICENCE NO.

GIVEN NAMES:

DATE OF BIRTH:

TITLE/POSITION:

TELEPHONE NO.

FULL RESIDENTIAL ADDRESS:

PREVIOUS / CURRENT DIRECTORSHIPS:

NAME

ACN:

SURNAME:

DRIVERS LICENCE NO.

GIVEN NAMES:

DATE OF BIRTH:

TITLE/POSITION:

TELEPHONE NO.

FULL RESIDENTIAL ADDRESS:

PREVIOUS / CURRENT DIRECTORSHIPS:

NAME

ACN:

SURNAME:

DRIVERS LICENCE NO.

GIVEN NAMES:

DATE OF BIRTH:

TITLE/POSITION:

TELEPHONE NO.

FULL RESIDENTIAL ADDRESS:

PREVIOUS / CURRENT DIRECTORSHIPS:

NAME

ACN:

Any items not properly completed may delay the processing of this application

Initial here:

Has the applicant or any person whose details appear above ever been bankrupt, in liquidation, in administration, in receivership, insolvent or made an arrangement with or assignment for the benefit of their creditors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
if Yes , please provide brief details:	
Has the applicant or any person whose details appear above, within the last 5 years, been associated with a company/trust, as a director, secretary, trustee or other office holder, which has been in liquidation, administration, receivership, or made any arrangement with or assignment for the benefit of their creditors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
if Yes , please provide brief details:	

TRADE REFERENCES					
<small>NOTE: Accounts for COD transactions, with accountants, etc, are not acceptable</small>					
1	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border-bottom: 1px dashed black;">SUPPLIER NAME:</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td style="border-bottom: 1px dashed black;">TELEPHONE NO:</td> <td style="border-bottom: 1px dashed black; text-align: center;">CONTACT PERSON:</td> </tr> </table>	SUPPLIER NAME:		TELEPHONE NO:	CONTACT PERSON:
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SUPPLIER NAME:					
TELEPHONE NO:	CONTACT PERSON:				

GENERAL INFORMATION	
CONTACT NAME:	
TELEPHONE NO:	DATE BUSINESS COMMENCED:
PREVIOUS BUSINESS NAME/S (if changed in the last 2 years):	
ESTIMATED VALUE OF MONTHLY PURCHASES:	\$

HAS CUSTOMER AN EXISTING ACCOUNT:	Yes <input type="checkbox"/> No <input type="checkbox"/>	PURCHASE ORDER REQUIRED:	Yes <input type="checkbox"/> No <input type="checkbox"/>
INFORMATION SUPPLIED BY:			
DATE:		LOCATION:	

IN THE CASE OF COMPANY (INCLUDING A TRUST WHERE THE TRUSTEE IS A COMPANY), ALL DIRECTORS MUST SIGN AND HAVE WITNESSED THE PERSONAL GUARANTEE AND INDEMNITY.

Initial here:

ACKNOWLEDGMENT BY APPLICANT

The Applicant acknowledges that:

1. By signing this Credit Application, the Applicant is applying for credit with GPC Asia Pacific Pty Ltd, which includes:
 - a) all of its business units that operate under separate business names, including Repco, Ashdown Ingram, Covs and any other businesses identified on its website (www.gpcasiapac.com/our-businesses/) ("**Business Units**"); and
 - b) all of its Related Bodies Corporate (as that term is defined by the *Corporations Act 2001* (Cth)), including McLeod Accessories Pty Ltd and AMX Superstores Pty Ltd ("**Related Bodies Corporate**"), as may be added or removed from time to time (collectively referred to as "**GPC AP**").
2. GPC Asia Pacific Pty Ltd enters into this Credit Application as agent on behalf of its Business Units and Related Bodies Corporate and will have the benefit of and may enforce this Credit Application on behalf of any one or more of them.
3. The attached Terms and Conditions of Supply are incorporated into every contract for supply of goods and services by GPC AP to the Applicant, and each supply is subject to the Terms and Conditions of Supply unless the parties agree otherwise in writing.
4. The credit for which the Applicant applies will be used wholly for business purposes.
5. GPC AP may:
 - a) obtain credit reports from credit reporting agencies or other credit providers for the purpose of assessing this Credit Application and any other application which the Applicant makes for credit or to collect overdue payments, which reports may contain personal information of the Applicant and any guarantor;
 - b) obtain information from any other credit providers from time to time for the purpose of reviewing and assessing the Applicant's and any guarantor's commercial creditworthiness or collecting overdue payments; and
 - c) disclose to, exchange with or discuss with, any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to the Applicant or any guarantor, any personal information maintained or in GPC AP's possession relating to this Credit Application and the administration of the Applicant's credit account; this may include information about the Applicant's or any guarantor's credit worthiness, credit standing, credit history, credit capacity that credit providers are allowed to give or receive, or credit defaults.
6. The authorisations contained in this Credit Application will continue to remain in full force and effect until all credit accounts cease to be made available and all amounts owing to GPC AP are paid in full.
7. In the event that this Credit Application is approved by GPC AP in its discretion:
 - a) GPC AP will extend credit to the Applicant up to the approved credit limit;
 - b) credit terms are strictly 30 day payment;
 - c) GPC AP may terminate the credit account immediately without notice if an Event of Default (as defined in the attached Terms and Conditions of Supply) occurs; and
 - d) on termination of the credit account, all amounts owing to GPC AP are due and payable in full immediately.
8. The Applicant undertakes to advise GPC AP by registered post within 7 days of any actual or proposed change in:
 - a) the address of the business and the address at which any goods supplied to the Applicant will be located (if it differs to the business address);
 - b) the trading name of the Applicant's business;
 - c) the person(s), the directors, the trustee or the partnership conducting the Applicant's business;
 - d) the ownership or structure of the Applicant's business (for example, if the business is converted into a trust or company or is sold); and
 - e) the status, or details of, the Customer's registration for GST purposes or Australian Business Number.

Where such a change occurs GPC AP may require a new Credit Application to be made for GPC AP's approval and the Applicant will sign all documents and do all acts and things appropriate to such new Credit Application.
9. This Credit Application will be stored electronically. A printout of the Credit Application retrieved from the relevant mode of electronic storage and certified by an employee of GPC AP as being a true copy is conclusive evidence of this Credit Application.
10. If the Applicant is a trustee, it enters into this Credit Application and any contract with GPC AP on its own behalf and as trustee of the trust, and it warrants that it has power to enter into this Credit Application and any contract with GPC AP and perform its obligations under them, and that it has a right of indemnity from the trust assets, and that there is no restriction on this right of indemnity and the Applicant undertakes that no such restriction will be created while this Credit Application or any contract with GPC AP is in force.
11. The person(s) signing this Credit Application on behalf of the Applicant warrants that they have the authority to do so and have complied with the Applicant's constitution or other rules necessary to give legal effect to the Credit Application.
12. GPC AP may assign its rights under this Credit Application and/or the attached Guarantee and Indemnity, without the prior consent or knowledge of the Guarantor. In this event, this Guarantee will remain in full force and effect in relation to indebtedness incurred by the Customer to GPC AP (or its assignee) both before and after the date of that assignment. A reference to GPC AP in this clause includes its assignee or successor.
13. Both parties consent to the use of electronic signatures in executing this Credit Application and/or the Guarantee and Indemnity and any other documents in connection with the supply of Goods or credit.

Initial here:

Application for Commercial Credit Account



By signing this Credit Application, I acknowledge that I have read and understood (i) this Application For Commercial Credit Account, (ii) the above Acknowledgment, and (iii) the attached Terms and Conditions of Supply, and I agree to be bound by them, and I warrant to GPC AP that the information contained in this Application For Commercial Credit Account is correct and acknowledge that GPC AP relies on that information in granting credit to me.

DATED this _____ day of _____ in the year _____

Director/Partner/Proprietor/Trustee (Name)

Signature

Director/Partner/Proprietor/Trustee (Name)

Signature

Director/Partner/Proprietor/Trustee (Name)

Signature

In the presence of

Witness Name

Witness Signature

Witness Address

Signature Guide:

If the applicant is a company – this should be signed by 2 directors, or a director + a secretary.

If the Applicant is a partnership – this should be signed by at least 1 partner.

If the Applicant is a trust – this should be signed by the trustee. If the trustee is a company, this should be signed by 2 directors, or a director + a secretary.

If Applicant is a sole trader – this should be signed by the proprietor.

IN THE CASE OF A COMPANY (INCLUDING A TRUST WHERE THE TRUSTEE IS A COMPANY), ALL DIRECTORS MUST SIGN AND HAVE WITNESSED THE PERSONAL GUARANTEE AND INDEMNITY ON THE FOLLOWING PAGE.

Any items not properly completed may delay the processing of this application

Initial here:

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PERSONAL GUARANTEE AND INDEMNITY (“GUARANTEE”)

In consideration of GPC Asia Pacific Pty Ltd ABN 97 097 993 283, including all of its business units and Related Bodies Corporate (“GPC AP”) agreeing to supply or continuing to supply goods and services on credit to the Applicant which makes the attached Application for Commercial Credit Account (“Customer”), each Guarantor whose details and signature are set out in the Schedule (“Guarantor”) agrees as follows:

1. The Guarantor unconditionally and irrevocably guarantees to GPC AP the due and punctual payment of all debts and monetary liabilities, including without limitation costs and expenses, which are or may become, owing or payable by the Customer to GPC AP on any account and in any capacity (“Guaranteed Moneys”).
2. As a separate and independent obligation the Guarantor agrees to indemnify, and keep fully indemnified, GPC AP from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by GPC AP in relation to the non-payment or non-recovery of the Guaranteed Moneys for any reason or the enforcement of this Guarantee.
3. This Guarantee is a continuing obligation of the Guarantor.
4. The Guarantor’s obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which, but for this provision, might have that effect, including without limitation:
 - a) any other guarantee or any security or instrument which GPC AP may hold in respect of any Guaranteed Moneys or any judgment obtained by GPC AP or any release, discharge, surrender or modification of, or dealing with, any such guarantee, security, instrument or judgment;
 - b) any arrangement with, or release of, the Customer or any Guarantor or person by GPC AP or by operation of law;
 - c) the fact that any of the Guaranteed Moneys are irrecoverable for any reason;
 - d) any change in the membership of or termination of any partnership or firm of which the Customer or the Guarantor is a member, or the death, liquidation or bankruptcy of the Customer or the Guarantor, or the assent of GPC AP to any composition, arrangement, or scheme in respect of the Customer, or the acceptance by GPC AP of any dividend or sum of money under it;
 - e) the failure of any other person named as a party to execute this Guarantee;
 - f) any variation of the terms on which the goods or services are supplied to, or paid for by, the Customer;
 - g) any claim the Customer may have against GPC AP;
 - h) any act or omission by GPC AP or any related body corporate which may result in prejudice to the Customer;
 - i) the fact that any credit was provided by GPC AP before this Guarantee was signed;
 - j) the granting of any time, waiver, credit, indulgence, concession to, composition with, release or discharge by novation of, any person by GPC AP;
 - k) the assignment, novation, transfer or assumption of, or other dealing with, any rights or obligations under this Guarantee or any other document.
5. Until GPC AP has received all the Guaranteed Moneys:
 - a) the Guarantor may not, without GPC AP’s consent, (i) reduce its liability under this Guarantee by claiming that it or the Customer or any other person has a right of set-off or counterclaim against GPC AP, (ii) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, or encumbrance that secures amounts including the Guaranteed Money, (iii) claim an amount on any account in the event of the bankruptcy or other administration of the Customer’s or another guarantor’s estate or any winding up or scheme of arrangement of the Customer or another guarantor, or (iv) enforce any security held by the Guarantor in respect of the Customer or another guarantor, and the Guarantor will hold any such debt, liability or security, and any rights or benefits in respect of it, on trust for GPC AP;
 - b) if requested by GPC AP, the Guarantor will lodge a proof of debt or similar claim in any such bankruptcy, administration, winding up or scheme of arrangement and enforce any such security and will execute all documents and do all things as GPC AP may require from time to time to enable GPC AP to have and receive the benefit of or arising from any such proof, claim or security;
 - c) the Guarantor is not subrogated to GPC AP; and
 - d) the Guarantor’s liability under this Guarantee is that of principal debtor, and the Guarantor waives any of its rights as surety which may at any time be inconsistent with this.
6. A certificate issued by GPC AP stating the amount of moneys owed by the Customer or the Guarantor to GPC AP is conclusive evidence of the amount owing.
7. GPC AP may give the Customer credit in the amount which GPC AP approves in its discretion which may be more credit than the Customer has asked for in the attached Application for Commercial Credit Account. GPC AP is not required to inform the Guarantor of the amount of credit given to the Customer at any time.
8. No payment operates to discharge or reduce a liability of the Guarantor if the payment is or becomes voidable under any law relating to bankruptcy, winding up or insolvency, and no discharge or release consequent on such payment operates to discharge the liability of the Guarantor under this Guarantee.
9. The Guarantor must pay all taxes, duties, fees, costs and expenses in relation to the stamping, registration and discharge of this Guarantee.
10. All payments which the Guarantor is required to make under this Guarantee must be made on demand, without set-off, counterclaim or deduction.
11. Any demand or notice may be served on the Guarantor by delivering it to the Guarantor personally or by sending it by post to the Guarantor’s last known address.
12. If a provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction, that provision may be severed in respect of that jurisdiction without affecting the validity and enforceability of the other provisions of this Guarantee, or the validity and enforceability of that provision in other jurisdictions.
13. GPC AP may assign its rights under the Application for Commercial Credit Account and this Guarantee, without the prior consent or knowledge of the Guarantor. In this event, this Guarantee will remain in full force and effect in relation to indebtedness incurred by the Customer to GPC AP (or its assignee) both before and after the date of that assignment. A reference to GPC AP in this clause includes its assignee or successor.
14. This Guarantee is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the Victorian courts.
15. In this Guarantee, “Guarantor” means all persons who are Guarantors jointly and each person who is a Guarantor severally. This Guarantee is a valid, binding and enforceable deed as regards each person who executes it, notwithstanding that any proposed or contemplated party has not executed it.
16. In this Guarantee, unless the contrary intention appears words denoting the singular including the plural (and vice versa); references to a person include bodies corporate; and references to a party include its successors and permitted assigns.

Initial here:

Application for Commercial Credit Account



PERSONAL GUARANTEE AND INDEMNITY (“GUARANTEE”) - CONTINUED

17. The Guarantor acknowledges that:
- a) this Guarantee applies to all amounts owed by the Customer and all amounts that the Customer may in the future owe to GPC AP, including:
 - i) all of its business units that operate under separate business names, including Repco, Ashdown Ingram, Coys and any other businesses identified on its website (www.gpcasiapac.com/our-businesses/) (“Business Units”); and
 - ii) all of its Related Bodies Corporate (as that term is defined by the *Corporations Act 2001* (Cth)), including McLeod Accessories Pty Ltd and AMX Superstores Pty Ltd (“Related Bodies Corporate”), as may be added or removed from time to time.
 - b) GPC AP takes the benefit of this Guarantee and may enforce this Guarantee on behalf of any one or more of its Business Units and Related Bodies Corporate.
 - c) the Guarantor has signed this Guarantee voluntarily;
 - d) the Guarantor understands the nature and effect of this Guarantee – in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to GPC AP and all amounts that the Customer may in the future owe to GPC AP and has also agreed, as a separate and independent obligation, to provide an indemnity to GPC AP in the event that any of the Guaranteed Moneys are not paid to, or recovered by, GPC AP; and
 - e) before entering into this Guarantee, the Guarantor had the opportunity to consult and receive advice from a legal adviser independent of GPC AP as to the purport, effect and consequences of, and obligations created by, this Guarantee; and
 - f) it has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of GPC AP or any person on behalf of GPC AP.
18. The Guarantor acknowledges that it has read, understood and agrees to paragraph 3 in the attached Acknowledgment to the Application for Commercial Credit Account (which relates to privacy consent).
19. Both parties consent to the use of electronic signatures in executing this Guarantee and Indemnity and any other documents in connection with this Guarantee and Indemnity.

Any items not properly completed may delay the processing of this application

Initial here:

DATED this day of in the year

PERSONAL GUARANTEE AND INDEMNITY (“GUARANTEE”) Page 2 of 2

EXECUTED AS A DEED

The Guarantor(s)

Full Name:	In the presence of
Address	
.....	
.....	
.....	
Signature	Witness

Full Name:	In the presence of
Address	
.....	
.....	
.....	
Signature	Witness

Full Name:	In the presence of
Address	
.....	
.....	
.....	
Signature	Witness

Full Name:	In the presence of
Address	
.....	
.....	
.....	
Signature	Witness

(the witness should be an independent third party)

IN THE CASE OF A COMPANY (INCLUDING A TRUST WHERE THE TRUSTEE IS A COMPANY), ALL DIRECTORS MUST SIGN AND HAVE WITNESSED THE PERSONAL GUARANTEE AND INDEMNITY.

PAYMENT OPTIONS

ELECTRONIC FUNDS TRANSFER (INTERNET)

Check with your local Bank or Financial Institution for installation details, then ring our Customer Credit Services for banking details.

YOU MUST ENTER YOUR 7 DIGIT CUSTOMER NUMBER IN THE REFERENCE/DESCRIPTION FIELD TO AVOID ANY DELAYS IN ALLOCATION OF PAYMENT. You can transfer funds immediately or schedule the transfer for a later date.

Send your remittance advice via fax to 1300 308 329 or E-Mail accounts@gpcap.com

BY MAIL

Detach the payment slip from the bottom of your invoice or statement and return it together with your cheque to the address shown on the top of your statement.

IN PERSON

Present your payment slip at any at any branch location to make payment by cheque, cash or Credit Card

CUSTOMER INFORMATION

Should you wish to contact GPC Asia Pacific concerning any aspect of your credit account, including payment assistance, moving address or changing customer details, phone 1800 308 329 (8am – 5pm Monday – Friday); fax 1300 308 329; E-Mail accounts@gpcap.com; or mail to GPC AP PO Box 233, Ferntree Gully, VIC, 3156.

COPY INVOICE OR STATEMENT REQUESTS

Send your request to e-mail accounts@gpcap.com or fax to 1300 308 329.

STATEMENT SENT ELECTRONICALLY?

If you prefer to have your statement delivered electronically in PDF format, please complete the following and fax to 1300 308 329.

My Customer Number is _____ (7 digits) My e-mail address is _____

My contact name is _____

Office Use Only

To ensure accurate account set up, complete and forward to the Credit Department

Fax 07 3358 9419; E-Mail accounts@gpcap.com

Store Sales Information

SALES PERSON: _____ The first 3 characters should be the ACE location number the last 2 should be the salespersons sub territory number
 MUST BE COMPLETED (Ace store No.) 00 – no call 01 – Representatives call

CUSTOMER TYPE: Metro Customer Country Customer Far Country Customer NT Customer

CLASSIFICATION:

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 The classification number to be assigned to the customer

REGION: _____ The first 2 characters are the division and the last 2 are the region that the Branch belongs to ie 5001 represents a SA/NT Branch that belongs to region 01

CUSTOMER PRICE PROFILE:

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 The price pointer to be assigned to the customer (Authorised by Regional or Sales Manager)

PROMOTIONAL PRICING: **Include** customer in promotional pricing **Exclude** customer from promotional pricing

Office Use Only		Branch Location	_____
Account Number	_____	Company / Division	_____
Date approved:	_____	Credit Manager	_____
Approved Credit Limit:	\$ _____	Approved Order Limits:	\$ _____
Comments	_____ _____		

TERMS AND CONDITIONS OF SUPPLY

1. Interpretation

- 1.1 In these terms and conditions, these meanings apply unless the contrary intention appears:
- “Australian Consumer Law”** means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
- “Contract”** means a contract for the supply of Goods and/or Services by GPC AP to the Customer.
- “Customer”** means any natural person, company, partnership or other entity which enters into a Contract with GPC AP.
- “Force Majeure Event”** means any act of God, flood, fire, lightning, storm, tempest, rain, enemy hostilities, strikes, lock-out or other industrial disturbances, riots, laws, rules or regulations, inability to obtain equipment or material or any other cause outside the control of GPC AP.
- “GPC AP”** means any GPC Asia Pacific Pty Ltd business that supplies Goods or Services to the Customer, including:
- all of its business units that operate under separate business names, including Repco, Ashdown Ingram, Covs, and any other businesses identified on its website (www.gpcasiapac.com/our-businesses/) (**“Business Units”**); and
 - all of its Related Bodies Corporate (as that term is defined by the *Corporations Act 2001* (Cth)), including McLeod Accessories Pty Ltd and AMX Superstores Pty Ltd (**“Related Bodies Corporate”**),
- as may be added or removed from time to time.
- “Goods”** means all present and after-acquired automotive and industrial parts, consumables, tools, accessories and equipment supplied by GPC AP to the Customer under a Contract.
- “Price”** means the amount in Australian dollars, inclusive of any GST, payable by the Customer to GPC AP in respect of the supply of Goods or Services, including any charges for delivery, freight and transportation.
- “Services”** means the services supplied by GPC AP to the Customer under a Contract.
- 1.2 In these terms and conditions:
- a reference to a document (including these terms and conditions) includes any variation or replacement of it;
 - the singular includes the plural and vice versa;
 - a reference to a person (including a party to a Contract) includes a firm, a body corporate, an unincorporated association or an authority, and includes the person’s executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
 - a reference to any legislation or to any provision of any legislation includes any enactment, modification, consolidation or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
 - headings are inserted for convenience and do not affect interpretation of these terms and conditions.
- 2. Formation of Contract**
- 2.1 A Contract is entered into between GPC AP and the Customer when GPC AP accepts, either in writing or by conduct, an order which a Customer places for Goods and/or Services.
- 2.2 These terms and conditions are incorporated into each Contract.
- 2.3 A Contract constitutes the only agreement governing the supply of the Goods and Services to which it relates, and supersedes all previous communications and negotiations and agreements in connection with the supply of those Goods and Services.
- 2.4 Except as specifically provided in these terms and conditions, any terms in respect of the supply of Goods and Services contained in or relating to any other documents, including any of the Customer’s documents (even if they purport to provide that they prevail), are excluded. By accepting the Goods and Services, the Customer acknowledges that these terms and conditions prevail over any qualification or condition purported to be imposed in any such other documents.
- 2.5 GPC AP may vary these terms and conditions from time to time by providing to the Customer reasonable notice of the variation, and the varied terms and conditions are incorporated into each Contract after such notice.

3. Payment

- 3.1 Unless otherwise agreed by GPC AP in writing, payment of the Price must be made within 30 days of the day on which the Goods and Services are supplied. Time is of the essence in relation to punctual payment.
- 3.2 Payments must be made in immediately available funds, without set-off, counterclaim or deduction.
- 3.3 If payment is not made by the due date, the amount due for payment attracts interest from the due date until payment, at the rate fixed from time to time under the Penalty Interest Rates Act 1983 (Vic), calculated daily and compounding monthly.
- 3.4 The Customer charges all of its property, both real and personal, with the amount of any indebtedness to GPC AP, and the charge is separate and distinct from the reservation of title to the Goods referred to in clause 5 below.
- 3.5 GPC AP may charge a monthly service fee of \$2.20 (inclusive of GST) on account statements (or a higher amount for account statements sent by post).

4. Supply and Delivery

- 4.1 GPC AP may:
- accept or decline any order in whole or in part;
 - if GPC AP has at any time reasonable doubts as to the solvency of the Customer, agree to accept any order only on conditions stipulated by GPC AP; or
 - withhold supply of any Goods or Services.
- 4.2 GPC AP may deliver any Goods or Services to the Customer by instalments and this does not entitle the Customer:
- to terminate or cancel a Contract; or
 - to claim any loss or damage howsoever arising.
- 4.3 The Customer is liable to pay GPC AP any charges for delivery, freight and transportation, and such payment must be made as part of the Price. Delivery of the Goods and Services will take place at GPC AP’s premises. In the event that GPC AP agrees to supply the Goods or Services to the Customer at the Customer’s address or to some other place nominated by the Customer, GPC AP is deemed to be a common carrier and GPC AP is not liable, whether in tort or contract or otherwise, for any loss or damage to the Goods following delivery of the Goods, nor any loss or damage arising from delay in delivering the Goods suffered by the Customer, include due to a Force Majeure Event.
- 4.4 The Customer indemnifies GPC AP against any loss, damage or expense suffered or incurred by GPC AP relating to damage to a third party’s premises or personal injury in making supply of Goods or Services to the Customer, except where GPC AP is negligent.
- 5. Ownership and risk**
- 5.1 Legal and beneficial title to the Goods is retained by GPC AP and does not pass to the Customer, and the Customer holds the Goods as GPC AP’s fiduciary, agent and bailee, until the Customer pays GPC AP in full all moneys owing or payable by the Customer to GPC AP on any account (including in respect of the purchase of the Goods) and any payments have been cleared, at which time title to the Goods will pass to the Customer.
- 5.2 Until the payments are received by GPC AP and title to the Goods has passed to the Customer in accordance with clause 5.1 above:
- the Customer has custody of the Goods and holds them as fiduciary, agent and bailee of GPC AP;
 - the Customer must not encumber the Goods in any way;
 - the Customer may sell the Goods but only at arm’s length, in the ordinary course of business, on market terms, and only as the fiduciary, agent and bailee of GPC AP (and in that regard, the Customer has no right to bind GPC AP to any liability to a third party by contract or otherwise);
 - GPC AP may inspect the Goods; and
 - if an Event of Default occurs, GPC AP may repossess the Goods and resell them and apply the proceeds of sale to any amount owing or payable by the Customer to GPC AP on any account and return any excess proceeds of sale to the Customer (without prejudice to any other rights of GPC AP).
- 5.3 For the purposes of enabling GPC AP to inspect the Goods or retake possession of the Goods, GPC AP and its representatives are irrevocably authorised to enter (forcibly, if necessary) into any premises owned or occupied by the Customer on or in which the Goods may be located from time to time, and to recover and do all things necessary to recover the Goods, and the Customer appoints

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- GPC AP as its agent to enter any premises not owned by the Customer and on or in which the Goods may be located from time to time.
- 5.4 The Customer:
- (a) agrees that GPC AP is not liable for any loss, damage, expense or cost whatsoever suffered or incurred by the Customer as a result of GPC AP or its agents exercising the powers conferred on GPC AP under clause 5.3 above; and
 - (b) releases GPC AP and its agents from any claim or action whatsoever if GPC AP takes possession of goods owned by the Customer in the reasonable belief that such goods are the Goods. Upon receipt of evidence from the Customer which satisfies GPC AP that the relevant goods are not the Goods, GPC AP shall make the goods available for collection by the Customer.
- 5.5 Notwithstanding clauses 5.1 and 5.2 above, the Goods are at the sole risk of the Customer from the time the Goods are delivered to the Customer or its agent. The Customer must properly store, secure and insure the Goods from such time as the Goods are at the Customer's risk.
- 5.6 Where the Goods are part of a product line that is also comprised of goods that are owned by the Customer (for example, because other suppliers also supply the Customer with that product line) the Customer will not deal with the Goods in any way that is inconsistent with GPC AP's ownership of the Goods and acknowledges the applicability of the following legal principles if, at the time when GPC AP seeks to recover the Goods, the Goods have nevertheless been commingled with other goods in the same product line -
- (a) if there is sufficient stock of the product line to satisfy in full the interests of both GPC AP and the Customer, GPC AP and the Customer are tenants in common of the stock in that product line in portion to their respective contributions; or
 - (b) if the residual stock of the product line is insufficient to satisfy in full the interests of both GPC AP and the Customer, as an incident of the Customer's obligations as fiduciary, agent and bailee of the Goods, the Customer is presumed to have disposed of that part of the product line that is comprised of its own goods prior to disposing of the Goods.
- 5.7 The Customer waives any rights to receive notice of any verification statement issued under the Personal Properties Securities Act.
- 6. Customer's warranties**
- 6.1 By entering into a Contract, the Customer warrants that:
- (a) it does not rely on the skill or judgment of GPC AP as to the suitability of any Goods or Services for a particular purpose, unless GPC AP acknowledges in writing that the Goods or Services are fit for a particular purpose; and
 - (b) any sample, catalogue or brochure shown to the Customer is solely for the purpose of enabling the Customer to judge the normal commercial quality and finish of the Goods and not so as to constitute a sale by sample or a sale by description, nor does GPC AP warrant or agree that the bulk of the Goods sold conform with any such sample or description.
- 7. Customer's default**
- 7.1 If:
- (a) the Customer does not pay an amount owing to GPC AP when due in the manner required;
 - (b) the Customer breaches any term of a Contract or of the Application for Commercial Credit Account;
 - (c) any representation or warranty made by the Customer to GPC AP is not true when made;
 - (d) the Customer disposes of, or threatens to dispose of, its assets other than in the ordinary course of business;
 - (e) the Customer or any of its officers is or becomes insolvent, bankrupt, in liquidation, in administration, or makes any arrangement with or assignment for the benefit of its creditors, or has a receiver or receiver and manager or similar officer appointed in respect of any of its property; or,
 - (f) any of the matters set out in paragraph (d) above is likely to happen in the opinion of GPC AP's Credit Manager or equivalent officer, (each an "Event of Default"), then GPC AP may do one or more of the following:
 - (g) require immediate payment of all amounts owing by the Customer to GPC AP;
 - (h) immediately without notice take any steps to repossess the Goods and resell them under clause 5 above;
 - (i) immediately without notice terminate any Contract between GPC AP and the Customer and any credit facility extended to the Customer;
 - (j) charge the Customer interest on any amount owing by the Customer to GPC AP at the rate fixed from time to time under the Penalty Interest Rates Act 1983 (Vic), calculating daily and compounding monthly, from the due date until the date of payment in full;
 - (k) add to the Customer's account and require immediate payment of all expenses incurred as a consequence of the actions taken by GPC AP to recover amounts owing by the Customer to GPC AP; and
 - (l) charge to the Customer's account all charges incurred by GPC AP in respect of any cheques not met upon presentation.
- 7.2 A certificate signed by the Credit Manager of GPC AP stating the amount owing by the Customer to GPC AP is conclusive evidence of the Customer's indebtedness to GPC AP in that amount.
- 7.3 Termination of a Contract or of a credit facility does not affect any accrued rights.
- 8. Indemnity**
- The Customer agrees to indemnify and keep indemnified GPC AP from and against all losses, claims, proceedings, damages, costs and expenses in respect of or arising directly or indirectly from:
- (a) the Goods or Services or their use;
 - (b) any advice given by GPC AP to the Customer; and
 - (c) any breach by the Customer of a Contract.
- 9. Returns and faulty Goods**
- 9.1 Any claim against GPC AP relating to non-delivery or delivery of damaged or incorrect Goods, must be made in writing within 7 days of the date of delivery. All claims must refer to the invoice number and date and state the reason for the claim.
- 9.2 Where GPC AP makes Goods to the Customer's specification, the Customer acknowledges that:
- (a) GPC AP makes no representation to the Customer in relation to the suitability of the specification or Goods for any disclosed purpose; and
 - (b) Customer will indemnify GPC AP in respect of any loss or damage where that loss or damage is caused by the Customer's specifications; and
 - (c) Customer will indemnify GPC AP in respect of any loss or damage if GPC AP infringes a third party's rights in using the specification.
- 9.3 The following Goods cannot be returned for credit: Goods specially cut to length; Goods specifically made, plated or otherwise treated or purchased for the Customer; or Goods damaged or altered by the Customer or the Customer's customer.
- 9.4 If GPC AP elects to accept any of the returned Goods, the acceptance is on such terms as GPC AP may determine (which may or may not involve a credit), and a re-stocking fee of not less than 5% of invoice value (inclusive of GST) shall apply. GPC AP may refuse to accept any returns or replace unused Goods.
- 9.6 GPC AP is not liable for any loss arising as a result of GPC AP's failure to give credit or its delay in doing so.
- 9.7 Goods returned are at the Customer's expense, and the Customer must pay all freight charges for the return of the Goods.
- 9.8 Goods returned must have been purchased from GPC AP, be in original packaging and saleable condition and the relevant invoice number supplied.
- 9.9 The provisions and tolerances contained in the standard specification to which GPC AP or its suppliers manufacture the Goods apply to all orders accepted, unless the parties agree to the contrary in writing.
- 9.10 If GPC AP accepts a deposit from the Customer in relation to the supply of "Core" goods, then when the Customer returns the "Core" goods to which the deposit relates ("Core Return"), unless otherwise agreed in writing:
- (a) the Customer represents and warrants that it has title to the Core Return and it is registered for the purposes of GST;
 - (b) title to the Core Return passes to GPC AP when the Customer delivers it to GPC AP;
 - (c) GPC AP may issue to the Customer a Recipient Created Tax Invoice for the purposes of GST, within 28 days of GPC AP's receipt of the Core Return or determination of the value of the Core Return (whichever is the latter); and

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- (d) the Customer will not issue a tax invoice in respect of any supply to GPC AP associated with that Core Return.
- 10. Exclusion and limitation of liability**
- 10.1 Nothing in these terms and conditions operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
- (a) contravene that statute; or
- (b) cause any term of these terms and conditions or a Contract to be void, ("**Non-excludable Obligation**").
- 10.2 Except in relation to Non-excludable Obligations, GPC AP expressly excludes all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute.
- 10.3 Except in relation to Non-excludable Obligations:
- (a) GPC AP is not liable to the Customer or any other person for any direct or indirect loss, including without limitation consequential loss, damage to persons or property, and death or injury, caused by any act or omission, including without limitation negligent acts or omissions of GPC AP or of GPC AP's employees, servants or agents, except for any liability which cannot be excluded by law. In this clause, "consequential loss" includes, without limitation, loss of profit or goodwill (or similar financial loss), any payment made or due to any third party and any loss or damage caused by delay in the supply of Goods or Services. The Customer indemnifies GPC AP against any claims made against GPC AP by any third party in respect of any such loss; and
- (b) GPC AP's total liability to the Customer is limited to the lowest of the total Price paid by the Customer for the Products the subject of the claim; or the Price payable under the Contract the subject of the claim; and the Price paid by the Customer in the 30 days preceding the relevant cause of action arising.
- 10.4 In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which GPC AP's liability is not limited under these terms and conditions), GPC AP's liability to the Customer for a failure to comply with any Non-excludable Obligation is limited to:
- (a) in the case of Services, the cost of supplying the Services again or payment of the cost of having the Services supplied again; and
- (b) in the case of Goods, the cost of replacing the Goods, supplying equivalent Goods or having the Goods repaired, or payment of the cost of replacing the Goods, supplying equivalent Goods or having the Goods repaired.
- 10.5 Every exclusion or exemption from liability and every right, defence and immunity of whatsoever nature applicable to GPC AP or to which GPC AP is entitled under this clause 10 is also available and extends to protect every employee or agent of GPC AP (including every independent contractor from time to time engaged by GPC AP) while acting in the course of or in connection with his employment or engagement, and for these purposes GPC AP is deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its employees or agents from time to time (including independent contractors) and all such persons are to that extent deemed be parties to the Contract.
- 10.6 The provisions of this clause 10 survive the termination of a Contract.
- 11. Changes to Customer's business**
- The Customer undertakes to advise GPC AP by registered post within 7 days of any actual or proposed change in:
- (a) the address of the business and the address at which the Goods will be located (if it differs to the business address);
- (b) the trading name of the Customer's business;
- (c) the person(s), the directors, the trustee or the partnership conducting the Customer's business; and
- (d) the ownership or structure of the Customer's business (for example, if the business is converted into a trust or company or is sold); or
- (e) the status, or details of, the Customer's registration for GST purposes or Australian Business Number.
- Where such a change occurs GPC AP may require a new application for a credit account to be made for GPC AP's approval and the Customer will sign all documents and do all acts and things appropriate to such new application for a credit account.
- 12. Notices**
- All notices between GPC AP and the Customer are deemed to have been delivered if mailed in the ordinary course of post or sent by facsimile or email to the last known address or facsimile number or email address of GPC AP or the Customer respectively. Notices are deemed to have been delivered two (2) days after mailing, or upon completion of a facsimile transmission or email.
- 13. Governing law, jurisdiction and service of process**
- 13.1 Each Contract is governed by the law of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and the federal courts of Australia.
- 13.2 Without preventing any other mode of service, any document in a proceeding may be served on a party by delivering it or leaving it for the party at its last notified address.
- 14. General**
- 14.1 Any of GPC AP's rights under a Contract can be waived by GPC AP only in writing. The waiver by GPC AP of any breach by the Customer of any term of a Contract does not prevent the subsequent enforcement of that term and is not be deemed a waiver of any other or subsequent breach.
- 14.2 Subject to clause 2.5 above, a Contract may not be amended, modified or varied except in writing signed by both parties.
- 14.3 GPC AP may exercise a right, remedy or power under or in connection with a Contract in any way GPC AP consider appropriate in its absolute discretion.
- 14.4 If GPC AP does not exercise a right, remedy or power at any time, this does not mean that GPC AP cannot exercise it later.
- 14.5 GPC AP's rights, remedies and powers under a Contract are in addition to any rights, remedies and powers provided by law.
- 14.6 The Customer agrees to do comply with all GPC AP's reasonable requests in order to bind the Customer under a Contract and to show whether the Customer is complying with its obligations under a Contract.
- 14.7 If a term of a Contract (including these terms and conditions) is held to be void, voidable, invalid or unenforceable in whole or in part, it may be severed without affecting the validity and enforceability of the remaining terms.

Any items not properly completed may delay the processing of this application

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