

APPLICATION FOR CREDIT ("AGREEMENT")

.....
 ("the Applicant") hereby applies for credit with
 ("the Supplier").

APPLICANT

STRUCTURE:	COMPANY <input type="checkbox"/>	SOLE TRADER <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	OTHER <input type="checkbox"/>
(Please Print)				
NAME				
TRADING NAME:				
TRUST NAME:				
BUSINESS ADDRESS:				POST CODE
POSTAL ADDRESS:				POST CODE
TYPE OF BUSINESS			COMMENCED	
DATE OF REGISTRATION	/	/	PAID UP CAPITAL \$	
ABN		AFFILIATED OR PARENT COMPANIES		
ACN				
ACCOUNTS PAYABLE CONTACT : NAME				
PHONE NO. ()	MOBILE:		FAX NO. ()	
EMAIL ADDRESS				
BANK	BRANCH	ACCOUNT NO.		
Do you purchase using a Written Order? (Please tick) YES <input type="checkbox"/> NO <input type="checkbox"/>				
CREDIT REQUIRED: (must be completed) \$..... If the credit required is less than \$1000.00 Credit Card details must be provided (to be used only if the account is in arrears).				
Card Type (M/Card, Visa etc)				
Card Number				
Expiry Date/..... Name on Card				
OWNERS / DIRECTORS / TRUSTEE				
FULL NAME & DESIGNATION		ADDRESS (residential)	PHONE NO.	DATE OF BIRTH
1.....				
2.....				
3.....				
4.....				
(Please supply Driver's Licence No. and car registration no.).				

GENERAL INFORMATION

Estimated Monthly purchasers \$ _____ Are you GST Exempt? Yes No

Do you require purchase order numbers to be recorded on your invoices? Yes No

Any other information which may help in assessing your Agreement?

MISCELLANEOUS

PREVIOUS TRADING NAME:
NUMBER OF EMPLOYEES
DELIVERY ADDRESS

REFERENCES

FULL NAME	ADDRESS	PHONE NO.	FAX NO.
1.....
2.....
3.....

TRADING TERMS

STRICTLY 14 DAYS NETT FROM DATE OF INVOICE
Failure to pay the account by the due date may result in Credit being suspended until the total amount owing is paid.

APPLICATION, TRADING TERMS AND CREDIT INFORMATION AGREEMENT

The Applicant, with full knowledge of the provisions of the Privacy Act 1988, hereby consents to:

- Disclosing/obtaining from a credit (reporting agency) (credit provider) information of a personal nature;
 - Obtaining a report containing information of personal credit, commercial activities and/or commercial credit worthiness;
- *A In this disclosure Agreement, "the Applicant" company includes all Directors and in the case of a non-incorporated business, includes all partners, trustees, office holders etc.
- *B Information of a personal nature includes:-
- identification particulars
 - the fact that you have applied for credit and the amount
 - the fact that "the Supplier" is a current credit provider to you
 - the fact that payments are overdue in excess of 14 days
 - advice that payments are no longer overdue
 - serious credit infringements
 - the fact that credit provided to you has been paid or otherwise discharged.

The Applicant(s) agree to notify the Supplier in writing within 7 (seven) days of any changes to their Corporate or Business structure.

I/WE the undersigned are duly authorised to enter into this Application and have read the attached Terms and Conditions and understand and agree to be bound by same and hereby certify that the all particulars are correct.

SIGNATURE OF APPLICANT OR AUTHORISED REPRESENTATIVE:.....

NAME:DESIGNATION.....DATE / /
PLEASE PRINT FULL NAME

RESIDENTIAL ADDRESS

DATE OF BIRTH / /

SIGNATURE OF APPLICANT OR AUTHORISED REPRESENTATIVE:.....

NAME:DESIGNATION.....DATE / /
PLEASE PRINT FULL NAME

RESIDENTIAL ADDRESS

DATE OF BIRTH / /

TERMS OF TRADE

1. Conditions of Engagement (General)
The only contractual terms which are binding upon the Supplier are those set forth herein, those imposed by law as hereinafter mentioned and those otherwise agreed to in writing by the Supplier and all other conditions and warranties whether expressed or implied and all representations, statements or obligations which would otherwise be binding upon the Supplier, are to the extent permitted by law, hereby expressly excluded and negated.
2. Payment Terms
 - (a) All accounts are payable within 14 days after the date of invoice.
 - (b) Interest shall be payable by the Applicant on the total amount of the debt from time to time outstanding calculated 14 days from the date of the invoice until the actual date of the payment at (the current rate of interest for overdraft plus 3%) per annum compounded monthly.
 - (c) All payments are to be made to the Supplier care of the address shown on the Supplier's invoice.
3. Jurisdiction of Courts
The Applicant hereby submits to the jurisdiction of the appropriate Court as selected by the Supplier (or in default thereof the State of Queensland) should it be necessary to decide any matter, claim or issue arising out of this Agreement, goods sold and/or delivered and/or services rendered or any other matter whatsoever between the Supplier and the Applicant.
4. Legal and Recovery Costs
 - (a) All legal costs and/or any other expenses whatsoever incurred by the Supplier in respect of this Agreement, personal guarantees or otherwise including collection costs (including commissions), dishonoured cheque fees and/ or expenses associated with the enforcement or attempted enforcement of any rights of the Supplier pursuant to this Agreement shall be paid by the Applicant immediately upon demand.
 - (b) In any action, proceeding or claim brought or made against the Guarantor/s pursuant to this Agreement, a certificate signed by either the Credit Manager or a Director of the Supplier shall be prima facie evidence of the outstanding amount owed by the Applicant and also of the amount owed by the Guarantor/s.
 - (c) There shall be no obligation upon the Supplier to first make demand upon or proceed against the Applicant before making demand upon and proceeding against the Guarantor/s.
5. Order of Payment
All monies and credits received by the Supplier shall be applied as follows:
 - (a) Firstly, towards payment of any costs, charges, expenses and/or outgoings incurred by or paid by the Supplier and payable by the Applicant; and
 - (b) Secondly, in or towards payment of any interest due or payable by the Applicant to the Supplier; and
 - (c) Thirdly, in or towards payment of the debt.
6. Liability to Improper Exercise of Powers
The Supplier shall be not liable in any way for any loss or damage to the Applicant or any other person whether direct or consequential, which loss or damage arises directly or indirectly in any way from or in connection with the Supplier's use or attempted use of its powers pursuant to this agreement. This clause shall apply even though the use of the said powers may be unsuccessful or unjustified on any grounds whatsoever. Where such loss or damage occurs to a third party the Applicant hereby indemnified the Supplier against all liability thereof to the fullest extent permitted by law.
7. Waiver and Variation
The Supplier shall not be deemed to have waived any terms or conditions of this agreement or agreed to any variation thereof unless it has done so expressly in writing.
8. Withdrawal of credit
The Supplier at its absolute discretion whether or not the Applicant is in default may stop credit.
9. Security
In the event of the Supplier allowing credit, the Applicant hereby charges, as a separate and additional obligation, with payment of any monies owing under this agreement all he has currently and or in the future in:-
 - (a) Land or other property;
 - (b) Any/all Trusts of whatsoever nature
 - (c) Any/all Wills, estates of whatsoever nature
 - (d) Any/all Superannuation funds of whatsoever nature
 - (e) Any/all Life and/or Death policies of insurance and/or Life Annuities of whatsoever natureand hereby appoints the Supplier and or its nominated representative (and/or its duly authorised attorney) to sign all documents (including mortgages/transfers) on its behalf to record that charge over the Applicant's property, and if necessary to sell same to repay the debt owing under this agreement. This charge shall only come into operation if the Applicant defaults.
10. Property in Goods
Goods supplied shall be at the Applicant's risk immediately on delivery/custody of the Applicant. Property in goods supplied hereunder will pass to the Applicant when:-
 - (a) All goods the subject of any contract between the Applicant and the Supplier have been paid for in full
 - (b) The Applicant has the right to dispose of the goods in the course of its business and to pass good title to its customer being a bona fide purchaser for value without notice of the Supplier's rights. If the goods are on-sold prior to the Supplier being paid in full then the sale proceeds are to be held on trust by the Applicant for the Supplier.
11. Returned Goods
 - (a) Damaged and/or defective goods may be returned to the Supplier within 14 days of delivery at no cost to the Applicant. A return authority is required prior to return.
 - (b) The Applicant may obtain a credit (but not a refund) for any goods returned.
 - (c) If the Applicant fails to pay for the goods within fourteen days of the date of delivery the Applicant shall be regarded as being in breach of this Agreement and the Supplier shall thereafter be entitled to retake possession of the goods and for that purpose shall be entitled to enter upon the Applicant's premises for the purposes of retaking possession of the said goods and thereupon title to the goods shall vest in the Supplier.
12. Identity of Applicant
Should the identity/particulars of the Applicant be found to be incorrect (in the Supplier's opinion) then the person/s signing on behalf of the Applicant shall be deemed to be personally liable and stand in place of the Applicant and agrees to be personally bound by the Terms and Conditions thereof.
13. Price and Quotations
The Supplier reserves the right to alter prices without notice. The Applicants agree to pay any GST and any other government duties, levies or taxes payable on services provided by the Supplier without deduction to the monies invoiced by the Supplier.
14. Limitation of Liability
The Supplier hereby limits the amount of its liability for goods sold and/or delivered and/or services rendered at the Supplier's option to:-
 - (a) In the case of goods, any one or more of the following:-
 - (i) The replacement of the goods or the supply of equivalent goods
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) The payment of the cost of having the goods repaired; or.

(b) In the case of services:-

- (i) The supplying of the services again; or
- (ii) The payment of the cost of having the services supplied again.

Subject to the above, under no circumstances will the Supplier be liable for any loss or damage to persons or property of any nature as a result, direct or indirect, of any defect, deficiency or discrepancy in goods sold and/or delivered and/or services rendered sold or supplied by the Supplier. It is the Applicant's sole responsibility to ensure that the goods sold and/or delivered and/or services rendered supplied are sufficient and suitable for the purposes of the Applicant.

15. Defences

(a) The Applicant agrees that should the Supplier commence legal action against it for monies outstanding that it will not raise the following Defence/s:-

- (i) Action commenced in wrong jurisdiction and/or state
- (ii) Counter Claim for alleged damages
- (iii) Set-off for monies allegedly owing

16. Interpretation

In this *Agreement*, unless a contrary intention appears, a reference to:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes all other genders;
- (c) A person includes a corporation and an association whether incorporated or not and vice versa;

GUARANTEE AND INDEMNITY

BETWEEN: ("the Supplier")
and all companies that are subsidiaries, successors, associates and related corporations of that Supplier
(hereinafter referred collectively to as the "Supplier").

AND:.....
(hereafter referred to as the "Guarantor/s").

IN CONSIDERATION OF the Supplier agreeing to extend credit to the Applicant the Guarantor/s (and where more than one jointly and severally) agree with the Supplier as follows:-

1. To guarantee to the Supplier the payment of all monies owing or which may become owing to the Supplier for all goods sold and/or delivered and/or services rendered as the Supplier may have supplied or as the Supplier may hereafter supply from time to time at the Applicant's request notwithstanding that the Guarantor/s shall not have notice of any neglect or omission on the Applicants part to pay for such goods sold and/or delivered and/or services rendered.
2. The guarantee shall extend to all monies expended by the Supplier or for which the Supplier becomes liable in the exercise of its powers under or pursuant to any credit agreement whatsoever for goods sold and/or delivered and/or services rendered to the Applicant and/or this guarantee including interest and without limiting the generality of the foregoing, any costs (including legal) incurred by the Supplier whatsoever.
3. This guarantee shall be a continuing guarantee (and non-revocable) to the Supplier for the whole of the Applicants indebtedness or liability to the Supplier.
4. The Supplier shall be at liberty without discharging the Guarantor/s from liability to grant time or other indulgences to the Applicant and to accept payments from the Applicant in cash or by means of negotiable instruments, and to treat the Guarantor/s and the Applicant in all respects as though the Guarantor/s is jointly and severally liable with the Applicant as principal Applicant to the Supplier instead of being mere surety for the Applicant and in order to give full effect to the provisions of this guarantee, the Guarantor/s hereby waives all rights inconsistent with such provisions and which the Guarantor/s might otherwise as surety be entitled to claim and enforce.
5. The Supplier may at any time without notice refuse or vary the terms of further credit or supply of goods sold and/or delivered and/or services rendered to the Applicant without discharging or impairing the liability of the Guarantor/s under this guarantee.
6. The guarantee shall be enforceable against the Guarantor/s and in the case of more than one guarantor, against each Guarantor/s jointly and severally notwithstanding that any negotiable instrument or other securities referred to herein or to which this guarantee shall relate or be applicable shall at the time of proceedings being taken against the guarantor, or any of them, under this guarantee be outstanding or in circulation.
7. The Guarantor/s hereby charge, as a separate and additional obligation, with payment of any monies owing under this agreement all he has currently and or in the future in:-
 - (a) Land or other property;
 - (b) Any/all Trusts of whatsoever nature
 - (c) Any/all Wills, estates of whatsoever nature
 - (d) Any/all Superannuation funds of whatsoever nature
 - (e) Any/all Life and/or Death policies of insurance and/or Life Annuities of whatsoever nature
 and hereby appoints the Supplier or its nominated representative (as duly authorised attorney) to sign all documents (including mortgages/transfers) on its behalf to record that charge over the Applicant's property, and if necessary to sell same to repay the debt owing under this agreement.
8. The Guarantor/s agree that the Supplier may seek information from a credit (reporting agency) and a report containing personal information about the Guarantor/s (as defined in paragraph 2 (*A & *B) at page 2) of the Agreement.
9. The Guarantor/s (or in the case of more than one guarantor, by each of them) acknowledges having read the above terms, and agrees to be bound by them, and further acknowledges that the Guarantor/s has had the opportunity to seek independent legal advice on the meaning and effect of this guarantee.
10. In this *Agreement*, unless a contrary intention appears, a reference to:
 - (a) The singular includes the plural and vice versa;
 - (b) Any gender includes all other genders;
 - (c) A person includes a corporation and an association whether incorporated or not and vice versa;

**** PLEASE PRINT FULL NAME**

SIGNATURE OF GUARANTOR:..... SIGNATURE OF WITNESS

NAME** :..... NAME**:

RESIIDENTIAL ADDRESS..... RESIDENTIAL ADDRESS.....

DATE OF BIRTH / / DATE SIGNED / / 20

SIGNATURE OF GUARANTOR:..... SIGNATURE OF WITNESS

NAME** :..... NAME**:

RESIIDENTIAL ADDRESS..... RESIDENTIAL ADDRESS.....

DATE OF BIRTH / / DATE SIGNED / / 20