

APPLICATION FOR CREDIT ACCOUNT

In consideration of the Applicant named in section one (1) below who hereby applies for a 30day credit account.

[PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS CAREFULLY]

nb. It is important that all information is supplied, as an incomplete form may delay a decision. If preferred, certain confidential information can be submitted direct to our Credit Manager.

PLEASE USE BLOCK LETTERS

<p>1. THE APPLICANT</p> <p>COMPANY NAME: _____</p> <p>SOLE TRADER/PARTNERSHIP</p> <p>Trading Name: _____</p>	<p>DATE: _____</p> <p>ACN: _____</p>																														
<p>2. TRADING DETAILS</p> <p>(i) Registered Business Name (if any): _____</p> <p>(ii) Type of Business: _____</p> <p>Established for: _____ years.</p>																															
<p>3. ADDRESS</p> <p>(ii) Business Address: _____ Postcode: _____</p> <p>(ii) Postal Address: _____ Postcode: _____</p> <p>(iii) Telephone No: _____ Facsimile No: _____ Mobile No: _____</p> <p>(iv) Registered Office: _____ Postcode: _____</p>																															
<p>4. FOR COMPANIES/CORPORATIONS</p> <p>Date of Incorporation: ____/____/____ State Incorporated: _____</p> <p>Authorised Capital: \$ _____ Paid Up Capital: \$ _____</p>																															
<p>5. TRUST AND TRUSTEE DETAILS (if applicable):</p> <p>Does this Applicant or Directors act as a Trustee or Trustees for a Trust? If so, please complete the details below.</p> <p>(i) Name of Trustee: _____</p> <p>(ii) Name of Trust: _____</p> <p>Type of Trust: _____ (Discretionary Family Trust/Unit Trust)</p>																															
<p>6. DIRECTOR(S)/PROPRIETOR(S) FULL NAMES AND ADDRESSES:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Surname</th> <th style="width: 20%;">Christian Name</th> <th style="width: 20%;">Residential Address</th> <th style="width: 10%;">Suburb</th> <th style="width: 10%;">Date of Birth</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>(ii)</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>(iii)</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>(iv)</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>			Surname	Christian Name	Residential Address	Suburb	Date of Birth	(i)	_____	_____	_____	_____	_____	(ii)	_____	_____	_____	_____	_____	(iii)	_____	_____	_____	_____	_____	(iv)	_____	_____	_____	_____	_____
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(iii)	_____	_____	_____	_____	_____																										
(iv)	_____	_____	_____	_____	_____																										
<p>7. HAVE ANY OF THE DIRECTORS/PROPRIETORS REFERRED TO IN THE ABOVE SECTION</p> <p>(i) Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(ii) Been refused credit, either individually, as a partner in a business or as a Director or Shareholder of a company? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>																															

8. STATEMENT OF APPLICANT'S ASSETS AND LIABILITIES:

A copy of your current Balance Sheet and Profit and Loss Statement will assist with assessment of this application and justification of Credit Limit and will be treated in strictest confidence.

Do not complete this section if you have provided your financial statements.

Assets		Liabilities	
Sundry debtors (short & long term)	\$ _____	Sundry creditors (short & long term)	\$ _____
Real Property	\$ _____	Mortgage/s	\$ _____
Plant & Equipment	\$ _____	Business & Commercial Loans	\$ _____
Motor Vehicles	\$ _____	Other Loans	\$ _____
Other Assets	\$ _____	Credit Cards	\$ _____
Approximate Total	\$ _____	Other Liabilities	\$ _____

Contact for Financial Statements: _____ Telephone No: _____

9. Bank: _____ Branch: _____
 Overdraft Yes No Limit \$ _____

10. Does company have any Bills of Sales, Mortgages, Registered Charges, or Directors Guarantees etc, over given assets
 Yes No
 If yes, please provide details: _____

11. LAND OWNED BY THE PROPRIETOR(S)/DIRECTORS/COMPANY

Registered Owner	Address of Real Property	Current Value	Mortgages &/or Encumbrances
(i) _____	_____	\$ _____	\$ _____
(ii) _____	_____	\$ _____	\$ _____
(iii) _____	_____	\$ _____	\$ _____
(iv) _____	_____	\$ _____	\$ _____

NB. If any of the land is jointly owned and the joint owner(s) is/are not listed as a Proprietor, then the joint owner(s) may be required to complete a Deed of Guarantee and Indemnity.

12. REFERENCES

Company/Individual Name	Accounts Contact Email	FAX No
(i) _____	_____	_____
(ii) _____	_____	_____
(iii) _____	_____	_____

13. ACCOUNT QUERIES AND FOLLOW UP

Please nominate a person to contact for account queries and follow-up _____

14. Anticipated volume of monthly trading \$ _____
 Anticipated stock holdings \$ _____
 Total Credit Limit Required \$ _____

For Internal Office Use Only

Notes: _____

Credit Approved Credit Declined Credit Limit \$ _____

By _____ Date _____ A/c No _____

TERMS OF TRADING

1. Warranty

- a) The Applicant hereby warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
- b) The Applicant warrants that the persons' signatures appearing on this application are duly authorised by the Applicant to apply for credit on his/her/its behalf.

2. Agreement

The Applicant agrees to adhere to the terms and conditions as set out in these terms of trading.

3. Notice

The Applicant agrees that it is not entitled to any credit facilities until it receives verbal and/or written notice ("the notice") from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given.

4. Waiver

The parties agree that in the event of the Supplier, prior to approving credit, grant to the Applicant time to pay for goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Applicant and no credit facilities shall be granted unless so stated in the notice.

5. Statement as to Amount Owed

A statement in writing made up from the books of the Supplier, setting out the amount due or owed by the applicant to the Supplier at the date mentioned in the statement will be prima facie evidence that such amount is due or owing by each and every one of the Applicants and of all other matters set forth in the statement.

6. Credit Terms

In the event of the Supplier granting credit facilities to the Applicant then the following terms shall apply:

- (i) All accounts are to be settled in full within 30 days of the date of the Supplier's statement.
- (ii) That should the Applicant default in the payment of any statement on due date then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Applicant within forty five (45) days of the date of demand and the Supplier shall be entitled to charge interest on all overdue accounts from the date of due payment at the rate which equates to the overdraft interest rate charge to the supplier by its bank from time to time.
- (iii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Applicant and in case of payments to the Supplier's solicitors on an indemnity basis.
- (iv) The Supplier shall be entitled without notice to terminate any credit arrangements with the Applicant in the event of the Applicant defaulting in any of the terms and conditions herein contained.
- (v) The Supplier shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

7. Title and Property

The Applicant hereby acknowledges that:

- (i) The Applicant is to hold the goods as the supplier's fiduciary agent and bailee.
- (ii) Insofar as the Applicant is empowered to resell the goods, it resell as principal in relation to any sub-purchaser, and has no right to commit the Supplier to any contractual relationship or liability to any third party. As between the Supplier and the Applicant, the Applicant is to sell as fiduciary agent.
- (iii) Any resale by the Applicant is to be on commercially reasonable terms.
- (iv) The Applicant is to keep the goods separate from his own and those of third parties, properly stored, protected and insured.
- (v) The Applicant is to account to the supplier for all proceeds, tangible or intangible, including insurance proceeds and proceeds of proceeds.
- (vi) The Applicant is to keep all proceeds separate from his own and those of third parties and is to keep all tangible proceeds properly stored, protected and insured.
- (vii) The Supplier is to have the power to appropriate payments to such goods and accounts as the supplier thinks fit, notwithstanding any purported appropriation by the Applicant to the contrary.
- (viii) Until the goods the subject of the supply contract are paid for in full, ownership is to remain with the Supplier, but the risk shall pass to the Applicant on delivery.
- (ix) Until the goods are paid for in full, the Supplier authorises the Applicant to sell the goods on, but as fiduciary agent for the Supplier. The Applicant shall, however, not represent to any third parties that he is in any way acting for the Supplier, and the Supplier will not be bound by any contracts with third parties to which the Applicant is party.
- (x) The Applicant is entitled to a period of credit, but is required to account to the Supplier for the price of the goods once the goods are on-sold, and the proceeds of sale received.
- (xi) The Supplier is entitled to retake possession of any unpaid goods in the event that the Applicant defaults or commits an act of bankruptcy, or a Receiver is appointed, or the Applicant goes into liquidation, or official management, or some other form of insolvency administration, whether formal or informal, or the applicant ceases to carry on business, or the Applicant makes a scheme or compromises with his creditors, without prejudice to any other rights of the supplier.
- (xii) The Supplier has the right of resale of the goods in the event that he retakes possession of them.
- (xiii) The Applicant consents to allow the Supplier reasonable access to his premises in order to inspect the goods at any time, or to retake possession of them in accordance with these conditions of sale.
- (xiv) **Trustee Company**
If the Applicant acts as a Trustee it acknowledges that it shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.

(xv) Change of Ownership

Change of ownership – Registered Particulars – The Applicant shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration to the entity of the business, notify in writing the Supplier of any such changes, alteration or addition and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Applicant shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intending changes, alteration or addition.

(xvi) Goods

For the purpose of this document, the word "Goods" shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature, associated with the supply and manufacture, construction repair of the goods supplied to the applicant, and all the terms and conditions of this agreement shall relate to any charge hereinbefore mentioned imposed by the Supplier to the Applicant.

CONSENT TO OBTAIN PERSONAL INFORMATION

SOLE TRADER/PARTNERSHIP

The Proprietor/s agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess this application and for that purpose may disclose personal information about the Proprietor/s as prescribed in the Privacy Act to that agency. The Proprietor/s also agree that the supplier may give to and seek from any credit reporting agency personal information about the Proprietor/s credit arrangements as described in the Privacy act.

COMPANY – DIRECTORS AS GUARANTORS

The Directors may be required by the Supplier to sign Guarantees to support this application. The Directors agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess whether to accept the Directors as Guarantors. For that purpose the Supplier may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. The Directors also agree that the supplier may give to and seek from any credit reporting providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as described in the Privacy Act.

NOTES: THESE ARE IMPORTANT AND SHOULD BE READ

- 1) The conditions form part of this Application and if this Application is accepted, an order placed by the Applicant or delivery of the goods and/or provision of the services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (2).
- 2) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of the Supplier.
- 3) The Applicant may be required by the Supplier to nominate a guarantor or guarantors to the Suppliers satisfaction, to secure the Applicants obligation herein, which guarantors may be required to sign a guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee or guarantees.

The Applicant and signatories appearing below hereby acknowledge having read the conditions overleaf and upon acceptance by the Supplier by way of written notice or the supply of goods or services and having read agree to be bound by the terms of trading.

SIGNED BY ALL PROPRIETORS THIS _____ DAY OF _____

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

- 1. _____ Proprietor _____ (Print name)
- 2. _____ Proprietor _____ (Print name)
- 3. _____ Proprietor _____ (Print name)
- 4. _____ Proprietor _____ (Print name)

SIGNED BY ALL DIRECTORS THIS _____ DAY OF _____

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

- 1. _____ Director _____ (Print name)
- 2. _____ Director _____ (Print name)
- 3. _____ Director _____ (Print name)
- 4. _____ Director _____ (Print name)

For and on behalf of _____ Pty Ltd