

# ABC TRADE OUTLET QLD PTY LTD

## CREDIT APPLICATION FORM

Address: 2/175 Jackson Road Sunnybank Hills QLD 4109

Tel: 0411 923 615

www.abctradeoutlet.com.au



Name of the Customer: \_\_\_\_\_

### Business Contact Information

Title:	First Name:	Last Name:	
Address:			In Business Since:
			Phone:
City:	State:	Post Code:	Fax:
Email:			

### Business Credit Information

Name of Business:		
Type of Business:	ACN No:	
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/>	ABN No:	
Director's Name:	Phone:	
Address:		
City:	State:	Post Code:
Email:		

**Guarantor Information** (if you are a Director of the Applicant who is a Company or if you have agreed to act as Guarantor for the Applicant)

Name of Guarantor 1:			
Address:			
City:	State:	Post Code:	
Email:		Tel:	
Driver's Licence No.		State of Issue of Licence:	

<b>Name of Guarantor 2:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Post Code:</b>	
<b>Email:</b>		<b>Tel:</b>	
<b>Driver's Licence No.</b>		<b>State of Issue of Licence:</b>	

The abovenamed Guarantor(s) agree to be bound by the terms of the Guarantee and Indemnity set out in Schedule A of this Form.

### Bank References

<b>Bank Name:</b>			
<b>Type of Account:</b>			<b>Account No:</b>
Savings <input type="checkbox"/> Cheque <input type="checkbox"/> Credit <input type="checkbox"/>			#
<b>Bank Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Postcode:</b>	<b>Phone:</b>

### Trade Referees

<b>Business/Company Name of Referee:</b>			<b>ABN No:</b>
<b>Contact Name:</b>			<b>Position:</b>
<b>Address:</b>			
<b>City:</b>	<b>Sate:</b>	<b>Postcode:</b>	<b>Phone:</b>
<b>Email:</b>			
<b>Business/Company Name of Referee:</b>			<b>ABN No:</b>
<b>Contact Name:</b>			<b>Position:</b>
<b>Address:</b>			
<b>City:</b>	<b>Sate:</b>	<b>Postcode:</b>	<b>Phone:</b>
<b>Email:</b>			
<b>Business/Company Name of Referee:</b>			<b>ABN No:</b>
<b>Contact Name:</b>			<b>Position:</b>
<b>Address:</b>			

<b>City:</b>	<b>State:</b>	<b>Postcode:</b>	<b>Phone:</b>
<b>Email:</b>			

<b>Credit Limit Per Month Required:</b>
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### Acknowledgement & Signing

The Customer acknowledges that the Goods it will acquire from any ABC TRADE OUTLET will be obtained for either the purpose of re-supply or for using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

The Customer agrees to be bound by the Credit Account Terms and Conditions in this Credit Application Form.

#### Signatory

<b>Print Name:</b>	<b>Print Name:</b>
<b>Position:</b>	<b>Position:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>

## **Credit Application Terms and Conditions**

(1) For the purpose of this document the word 'GOODS' shall mean all goods and chattels, all charges for work and labour-hire done, hire charges, fees, service charges, repairs, materials and insurance charges of whatsoever nature associated with the supply and manufacture, construction, or repair of the goods supplied to the Customer and all the terms and conditions shall relate to any charge herein imposed by the Supplier to the Customer. 'SUPPLIER' means ABC Trade Outlet QLD PTY LTD and any of its Related Bodies Corporate within the same meaning as in the Corporations Act 2001 (Cth).

(2) The Customer hereby warrants that the information comprised in the first schedule hereto is truly accurate and correct and is supplied for obtaining a credit trading account with the Supplier, and the Customer further warrants that the signature appearing on this agreement are duly authorised by the Customer to apply for a credit trading account and to execute this agreement.

(3) The parties agree that in the event that the Supplier, prior to approving a credit trading account, grants to the Customer time to pay for any 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 indirectly or by implication as a granting by the Supplier of a credit trading account to the Customer and no credit trading account shall be granted unless the Customer is so advised by the Supplier either in writing or verbally.

(4) In the event of the Supplier granting a credit trading account to the Customer then;

(a) Payment of all accounts is required within 30 days from when the goods have been delivered to the Customer, and the Customer accepts the quality and quantity supplied.

(b) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be made by the Customer within seven (7) days of the date of demand and the Supplier shall be entitled to charge interest at the Suppliers bankers overdraft rate on all overdue accounts from the due date until the date of actual payment.

(c) Any expenses costs or disbursements incurred by the Supplier in recovering any outstanding monies from the Customer including debt collection agency fees and solicitor' s costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor.

(d) The Supplier may at any time or from time to time without assigning any reason, therefore, refuse to extend any further credit to the Customer and that its granting of a credit trading account does not require the Supplier to extend to the Customer any particular amount of credit.

(e) The Supplier at its discretion shall be entitled without notice to terminate any credit trading account granted to the Customer.

(f) If the Customer fails to comply with any of the Terms and Conditions, goes into liquidation or provisional liquidation, bankruptcy or under administration, or makes any misrepresentation to the Supplier, the balance of the Customer' s account will become due and payable within seven (7) days.

(5) The Customer hereby acknowledges that the goods supplied by the Supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal, sell or trade with the goods in the ordinary course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms detailed herein. In the event of the Customer defaults on any of the Terms and Conditions contained herein, including the payment of monies due under these Terms, then the Supplier shall have the right, without giving notice, to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby authorises and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for retaking possession of same and the

Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods. The Customer indemnifies the Supplier for any liability arising from any entry upon such premises. The Customer agrees that the Supplier shall be entitled but not obliged to sell any goods possession of which is retaken by the Supplier according to these terms.

The proceeds of the sale of the goods must be held by the Customer in a separate fund on trust for the Supplier, and the Customer is under a duty to account for such proceeds to the Supplier.

Until the goods are sold or used, the Customer must keep the products safe and free from destruction, loss or harm, and designate the products as the property of the Supplier, store them in such a way they are identified as the property of the Supplier.

(6) The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed amendment and the Customer shall be liable for any goods supplied by the Supplier after such amendment, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intending change, modification or addition.

(7) In consideration of the Supplier at the request of the Customer agreeing to grant a Credit Trading Account to the Customer, we the undersigned do hereby jointly and severally irrevocably guarantee, by way of continuing security, the payment to the Supplier by the Customer of all monies owed or at any time in the future owing in respect of goods sold or services rendered to it by the Supplier. And we the undersigned jointly and severally agree to be bound by the terms contained herein and declare that the Supplier may claim us as if we were the principal debtors and not guarantors or sureties of the Customer.

Where the Customer is a corporation, it must ensure that all directors sign a personal guarantee to guarantee the Customer' s performance and payment under these Terms and Conditions.

(8) The signatories to this agreement hereby authorise the Supplier to carry out credit checks and to obtain credit reports in respect of their creditworthiness.

(9) The Customer, the undersigned and the guarantors (if any) herein do hereby agree that for the purpose of securing the liability and obligations hereunder of each of the Customer, the undersigned and the guarantors (if any), each of the Customer, the undersigned and the guarantors (if any) do hereby charge with the due and punctual payment and the due and punctual performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Customer, the undersigned and the guarantors (if any) do hereby consent to the Supplier lodging a caveat or caveats over present or future land noting it's interesting hereunder.

(11) Without limiting the generality of the foregoing clause 9, each of the Customer, the undersigned and the guarantors (if any) agrees, on request by the Supplier to execute any documents and do all things reasonably required by the Supplier including if a beneficial owner, as beneficiary owner of any real property to perfect the charge given in clause 9. Each of the Customer, the undersigned and the guarantors appoint the Supplier to be its lawful attorney for the purpose of executing and registering such documents and taking all such steps in that regard.

(12) The Customer further agrees to pay all of the Supplier' s costs, charges and expenses of and incidental to the preparation and registration of any caveat or mortgage, or any enforcement or threatened enforcement or exercise by the Supplier of any of its rights and remedies taken to protect the security given pursuant to clause 9, including any legal costs incurred to be paid on an indemnity basis.

(13) In consideration of the Supplier considering the Customer' s application for credit, the Customer charges the interest the Customer has now or in the future, either solely or jointly in all present and after-acquired personal property, to secure the repayment of any amount the Customer owes to the Supplier from time to time. The Customer acknowledges that the security interest granted to the Supplier pursuant to this clause 13 is capable of being registered pursuant to the Personal Property Securities Act 2009 ( "PPS Act" ). The Customer further acknowledges that the

security interest will continue until the Supplier gives a final release in relation to the secured property. The Customer acknowledges that the Supplier may take all necessary steps to register its security interest under the PPS Act, and hereby consents to the Supplier doing so. The Customer further undertakes to promptly provide any information and do all things as required by the Supplier to enable the Supplier to perfect its security interest in the goods.

(14) If the Customer is the Trustee of a Trust, then the Customer and guarantors (if any) acknowledge that the Trustee shall be liable for the account and that besides, the assets of the trust shall be available to meet the payment of the consideration. The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by the Supplier by way of written notice or supply of goods agree to be bound by the terms of this Credit Application Incorporating Personal Guarantees.

(15) The Customer declares that as at the date of this credit application the Customer is solvent and able to pay its accounts according to normal trading terms.

(16) A statement by the Supplier or signed by any person duly authorised from time to time by the Supplier shall be conclusive evidence that the amount stated therein is owed by the Customer to the Supplier except to the extent of any demonstrable error.

(17) This application for credit shall be read and construed in accordance with the laws of the State of Queensland and both the Supplier and the Customer agree to submit to the jurisdiction of the courts and tribunals of that State.

(18) The Customer consents to:

(a) the Supplier obtaining information from a credit reporting body about the Customer (including a credit report which may contain information about their consumer credit history) ("CRB Information") for the purposes of deciding whether to accept the Customer for this Credit Application and collecting any payments which become overdue;

(b) all or part of the information collected by this application form being disclosed to a credit reporting body or another credit provider for the purposes of assessing this application or collecting any payments which become overdue;

(c) any information about defaults in payment obligations being disclosed to a credit reporting body or another credit provider for the purposes of collecting overdue payments or assessing any subsequent application for credit;

(d) all or part of the information being collected by this form being used by the Supplier to process this application as well as assist it in improving products and services; and

(e) all or part of the information collected by this application form being disclosed to any Guarantor.

## ANNEXURE A

### PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

#### IMPORTANT

This is a legal document. If you do not understand this document, you should seek independent legal advice.

This document **must** be signed by all directors of any corporate customer in the presence of an independent witness who is not a spouse or partner of any director.

To: **ABC Trade Outlet QLD PTY LTD** and each of its Related Bodies Corporate within the same meaning as in the Corporations Act 2001 (together, "**Supplier**").

I/We, the Guarantor(s):

(1) \_\_\_\_\_ of \_\_\_\_\_

(2) \_\_\_\_\_ of \_\_\_\_\_

(3) \_\_\_\_\_ of \_\_\_\_\_

(each a "Guarantor") have requested the Supplier to provide goods and services to the Customer described or trading as \_\_\_\_\_ of \_\_\_\_\_ in its capacity as trustee of the \_\_\_\_\_ Trust on credit.

1. In consideration of the Supplier agreeing at the request of the Guarantors to enter into the Credit Application Terms and Conditions with the Customer, I/we the undersigned (the Guarantors) unconditionally guarantee the due and punctual payment to the Supplier on demand of all moneys which the Customer is or becomes actually or contingently liable to pay to the Supplier on any account whatever under or in relation to the Terms and Conditions (including, without limitation, by way of principal or administration fees, fees, costs, charges, indemnity or damages and all moneys which the Customer becomes actually or contingently liable to pay to the Supplier) (the Secured Moneys).

2. This guarantee:

- a) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
- b) may be enforced against the Guarantor without the Supplier first being required to exhaust any remedy it may have against the Customer or to enforce any security it may concerning the Secured Money;
- c) is a continuing guarantee and indemnity for the whole of the Secured Money and will be irrevocable and will remain in full force and effect until discharged;
- d) will not be considered as wholly or partially discharged by the payment at any time of any of the Secured Money or by any settlement of account or by any other matter or thing whatsoever and will apply to the present and future balance of the Secured Money;
- e) will not be considered discharged by any payment made to the Supplier that is later avoided by law and in such event, the parties shall be restored to the rights that each had as if the payment had not been made.

3. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision will operate to release or otherwise exonerate its obligations in whole or in part including, without limiting the generality of the foregoing:

- a) the grant to the Customer or any other person of any time, waiver, or other indulgence or concession, or the discharge or release of any other security or guarantee held by the Supplier in respect of the Secured Money;
- b) the insolvency (which in this guarantee includes bankruptcy administration, compromise, arrangement, amalgamation, reconstruction, winding up, dissolution and assignment for or compromise with creditors) of the Customer;

- c) the Supplier exercising or refraining from exercising any other security or guarantee, or any of their rights, powers or remedies conferred on it by law or by Trade Terms or any other agreement with any other person or taking or failing to take any other security or guarantee;
- d) the variation (including a variation which increases the Secured Money) extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the Terms and Conditions or any security or guarantee now or in the future by the Supplier from any person.
- e) the Customer's obligations under the Terms and Conditions or any part of them being or becoming wholly or partially illegal, void, voidable, or unenforceable;
- f) the failure by the Supplier to give notice to the Guarantor of any default by the Customer under the Trade Terms; or
- g) any legal limitation, disability, incapacity, or other circumstances related to the Customer.

4. If the Customer becomes insolvent, the Guarantor authorises the Supplier to prove all moneys which the Guarantor will have paid under this guarantee and to retain and carry into a suspense account and to appropriate at the discretion of the Supplier any dividends received in the liquidation, bankruptcy, or other insolvency of the Customer and all other moneys received in respect of the Secured Moneys until the Supplier has been paid the Secured Money in full.

5. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor take effect as joint, and several obligations and references to the Guarantor take effect concerning these persons or any of them. None of them will be released from liability under this guarantee by reason of any other Guarantor not executing this guarantee, or this guarantee ceasing to be binding as a continuing security on any other Guarantor, and the release by the Supplier of any Guarantor from this guarantee will not affect the liability of the other Guarantors.

6. The Guarantor shall reimburse the Supplier the expenses of the Supplier incurred in connection with the enforcement of, or the preservation of any rights under this guarantee including legal costs and expenses on a full indemnity basis.

7. This guarantee and the rights of the Supplier under it may be assigned or transferred by way of security or absolutely by the Supplier without the consent of the Customer or the Guarantor.

8. To give full effect to this guarantee, should the company fail or neglect to pay the lawful demand of the Supplier within 14 days, the Supplier shall be at liberty to proceed directly against the Guarantors as if they were principal debtors and may serve any notice in writing signed by an officer or agent of the Supplier and or by post to the address stated below of the last known address of any Guarantor.

9. Each Guarantor shall make all payments under this guarantee when the Supplier demands them, without deducting any amounts a Guarantor may claim from the Supplier. A Guarantor shall make all payments free of any taxes or withholdings. If a Guarantor has to make a deduction, the amount each Guarantor must pay is increased so the Supplier receives the same amount it would have received had no deduction been made.

10. A statement by the Supplier or signed by any person duly authorised from time to time by the Supplier as to what is due under this guarantee shall be conclusive evidence except to the extent of any demonstrable error.

11. Any money paid to the Supplier to reduce the Customer's debt to the Supplier may be used to pay off any part of the Customer's debts which the Supplier chooses.

12. If for any reason (for example a law about Insolvency, trusts, or directors' duties) the Supplier has to refund or give up any money which it recovers under this guarantee, each Guarantor owes that the Supplier all money which the Guarantor would have owed had the amount refunded or given up never been paid or received. Each Guarantor will do everything it can to restore to the Supplier any rights which the Supplier had before the Supplier received the money it later had to refund or give up.

13. To better secure the Supplier's rights under this guarantee, each Guarantor agrees to:

- (a) charge the interest they have either solely or jointly or as tenants in common in any real estate and personal assets, and each Guarantor acknowledges the Supplier's right pursuant to the security hereby given lodge a

caveat on any real estate in which they have such as interest and each Guarantor agrees to do or cause to be done all such things as are necessary to give effect to the security hereby given; and

- (b) grant a security interest to the Supplier over any assets, whether tangible, in which they now have any legal or beneficial interest or in which they later acquire any such interest.

The Guarantors agree to reimburse, upon demand, the Supplier for all costs and/or expenses incurred or payable by the Supplier in relation to registering/ maintaining any caveat or financing statement (as defined in the PPSA) or other document, releasing in whole or in part any caveat or other security interest or any other document in respect of any security interest.

14. If any provision of this guarantee or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this guarantee or the application of such provisions to any person or circumstances and the said other provisions shall remain in full force and effect.

15. This guarantee is governed by the laws of Queensland, Australia. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

16. Each Guarantor consents to:

- (a) the Supplier obtaining information from a credit reporting body about him or her (including a credit report which may contain information about their consumer credit history) ("CRB Information") for the purposes of deciding whether to accept the Guarantor and collecting any payments which become overdue;

- (b) all or part of the information collected by this application form being disclosed to a credit reporting body or another credit provider for the purposes of assessing this application or collecting any payments which become overdue;

- (c) any information about defaults in payment obligations being disclosed to a credit reporting body or another credit provider for the purposes of collecting overdue payments or assessing any subsequent application for credit;

- (d) all or part of the information being collected by this form being used by the Supplier to process this application as well as assist it in improving products and services; and

- (e) all or part of the information collected by this application form being disclosed to any Guarantor.

17. This guarantee secures the repayment of all monies owed by the Customer whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

18. Each Guarantor certifies that it has had the opportunity of taking independent legal advice in relation to the meaning and effect of this guarantee.

EXECUTED as a deed

GUARANTOR 1's FULL NAME:

GUARANTOR 2's FULL NAME:

GUARANTOR 3's FULL NAME:

Signed

Signed

Signed

WITNESSED BY:

WITNESSED BY:

WITNESSED BY:

Signed

Signed

Signed

Address:

Address:

Address:

Date:

Date:

Date: