

### CREDIT ACCOUNT APPLICATION FORM

I/We, the undersigned, request that you open a 30 day end of month (EOM) Credit Account in the name of:

#### APPLICANT INFORMATION

Trading/Business Name:		ABN:
<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Other (If Other, please specify):		
<input type="checkbox"/> Builder <input type="checkbox"/> Manufacturer <input type="checkbox"/> Government <input type="checkbox"/> Other (If Other, please specify):		
Registered Business Name (If Different):		
Registered Business Address:		(Post Code)
Invoice Address:		(Post Code)
Delivery Address:		(Post Code)
Mobile:	Phone:	Fax:
Email:		Website:
Date Trading Commenced:    /    /		CREDIT REQUIRED (for 30 day EOM period): \$

#### DIRECTORS/PROPRIETORS PARTICULARS

Name:	Position:	Phone:
Home Address:		
Name:	Position:	Phone:
Home Address:		
Name:	Position:	Phone:
Home Address:		

If a Trustee, Particulars of Relevant Trust(s):

#### TRADE/CREDIT REFERENCE

Company Name:	Contact Person:	Fax:
Company Name:	Contact Person:	Fax:
Company Name:	Contact Person:	Fax:
Bank & Branch Name:	Account Number:	
Phone:	Contact Person:	
Accountant's Name:	Accountant's Address:	
Trading Premises Are: <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Rented		
Name of Landlord:	Address:	

#### INTERNAL USE ONLY

Approved By:	Print Name:	Position:
Account Number:	Approved Credit:	Date:    /    / 20

**TERMS & CONDITIONS**

- 1) All goods and services supplied by the Credit Provider to the Debtor must be paid for in full by the Debtor on or before the Due Date.
- 2) A Default Event occurs if:
  - a. any of the material statements which they have made in their application for credit finance are incorrect or misleading in any particular;
  - b. a payment remains unpaid after the Due Date;
  - c. at any time the debit balance of the account exceeds the Credit Limit;
  - d. the Debtor is unable to pay its debts as they fall due;
  - e. the Debtor ceases or suspends conduct of its business, or threatens to;
  - f. an administrator, liquidator, provisional liquidator, receiver and/or manager or any other form of insolvency administrator or controller is appointed to the Debtor or over all or part of the Debtor's assets;
  - g. the Debtor goes into bankruptcy, dies, or commits any act of bankruptcy or, if the Debtor is a partnership, the partnership is dissolved;
  - h. execution is levied on any of the Debtor's assets.
- 3) If a Default Event occurs:
  - a. the Credit Provider may, at its sole discretion, suspend or terminate the supply of goods on credit;
  - b. all unpaid Moneys become immediately due and payable;
  - c. the Credit Provider may exercise its rights to retake possession of any goods under clause 11.
  - d. The Debtor is liable to pay to the Credit Provider and the Credit Provider may recover in full from the Debtor a Default Fee, such Default Fee being an amount that is calculated at a rate up to 12% of the current debit balance of the Account as at the time of the Default Event but the Default Fee may not exceed \$750.00. It is acknowledged that the purpose of the Default Fee is to defray expense and cost that will be incurred by the Credit Provider as a result of the Default Event, including by the Credit Provider exercising or enforcing or seeking to exercise or enforce a right under these Terms. Such Default Fee may be collected by the Credit Provider as a liquidated debt;
  - e. In addition to the Default Fee, the Debtor is liable to pay to the Credit Provider and the Credit Provider may recover in full from the Debtor all legal costs and disbursements on a full indemnity basis incurred by the Credit Provider arising from or as a result of the Credit Provider exercising or enforcing or seeking to exercise or enforce a right under these Terms.
- 4) Unless the Credit Provider otherwise determines, payments under this agreement shall be applied as follows:
  - a. In payment of any reasonable enforcement expenses referred to in Clause 4 (e) hereof;
  - b. In payment of any Default Fees;
  - c. In payment of invoices to which they specifically relate;
  - d. In payment of the oldest overdue invoice;
  - e. In payment of any other overdue invoices or other monies outstanding under this agreement.
- 5) The maximum amount in respect of which, at any time, the Credit Provider agrees to provide to the Debtor under the contract shall be the amounts stated in the application ("the Credit Limit").
- 6) Payment for all Goods must be made by the Due Date despite the date on which the Debtor receives any invoice or statement in respect of the Goods or any dispute in respect of the Goods.
- 7) The Credit Provider reserves the right at all times to suspend or discontinue the supply of goods and services to the Debtor without being obliged to give any reason for its action.
- 8) In the case of a credit account opened in the names of two or more persons, those persons are jointly and severally liable to pay that account.
- 9) The Credit Provider may vary these terms and conditions providing it gives the Debtor the required notice under the Act and otherwise complies with the Act, and in any other case on 30 days notice.
- 10) No cheque, promissory note or other remittance received by the Credit Provider shall be regarded as payment until cleared in its favour.
- 11) Goods supplied by the Credit Provider shall remain the Credit Provider's sole and absolute property, as legal and equitable owner until such time, as the debtor has paid in full for those goods. But:
  - a. Such goods shall nevertheless be at the risk of the debtor as soon as they are delivered to or to the order of the Debtor.
  - b. Such goods shall be held by the Debtor as bailee for the Credit Provider until they have been fully paid for.
  - c. The Debtor's right to possession of the goods shall cease if they, not being a company, commits an act of bankruptcy. If they are a company a Receiver or Manager becomes entitled to take possession of any assets of the Debtor or any proceedings are instituted for the winding up of the Debtor. Upon the happening of any such event the Credit Provider may repossess the goods and for this purpose the Credit Provider is at liberty to enter upon any premises where it reasonably believes they might be.
- 12) To the payment of all monies which may become payable by the Debtor to the Credit Provider the Debtor hereby charges with the due payment of those monies all of the Debtor's interest in real property both present and future and the Debtor consents to the Credit Provider lodging a caveat or caveats noting its interest hereunder.
- 13) The Debtor agrees that a statement in writing stating the amount payable by the Debtor and signed by an office of the Credit Provider or by any of its directors, secretaries, credit managers or other persons authorised by the Credit Provider to sign shall be prima facie evidence of the amount so payable and it will be deemed to have been properly served upon being left at or one day after mailed by ordinary prepaid mail to the last address known to the Credit Provider.
- 14) To the payment of the Credit Provider of any monies owing or which may become owing in the future, to the credit provider by the Debtor, the Debtor hereby irrevocably agrees, to execute immediately any further or additional security of any kind, which the Credit Provider in its complete and unfettered discretion may at any time require. Any such security will be at the cost in all respect of the Debtor and must be executed and returned to the Credit Provider within three (3) days of delivery by the Credit Provider.
- 15) The parties hereby agree to the maximum extent possible that the issue of whether the Credit Provider should be granted a mandatory injunction for a breach of the immediately preceding clause by the Debtor is a matter which may be determined on a summary judgment application brought in any court of appropriate jurisdiction.
- 16) The Credit Provider's rights herein may only be waived in writing and no such written waiver shall affect its right in respect of any recurring or continuing breach.
- 17) The Debtor, and if more than one, each acknowledged that they have received a copy of this offer to enter into a continuing credit contract prepared for execution by them before they signed this offer.

**PRIVACY ACT AUTHORITY**

I/We hereby authorise and unconditionally grant my/our consent to the credit provider obtaining, from a credit reporting agency or other person or company, information and/or report concerning me/us from time to time during the continuance of my/our credit account so as to assist the credit provider in deciding whether to grant credit to me/us authority for Spartan Doors Pty Ltd to obtain certain credit information.

To enable Spartan Doors Pty Ltd to assess my/our application for personal or commercial credit, I/We authorize Spartan Doors Pty Ltd:

- To obtain from a credit reporting agency a credit report containing personal credit information about me/us;
- To obtain from a business which provides information about the commercial credit worthiness of persons a report containing information about my/our commercial activities or commercial credit worthiness.

Authority to exchange information with other credit providers:

In accordance with Section 18N(1)(b) of the Privacy Act, I/We authorize Spartan Doors Pty Ltd to give to and obtain from credit providers named in this credit application and credit report issued by a credit reporting agency information about my/our credit arrangements.

I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I/We hereby authorize Spartan Doors Pty Ltd to advise the merchant named in the accompanying application that my/our application for finance has been approved or declined.

**ACKNOWLEDGEMENT**

I/We warrant that the information in this application is true and complete. I/We acknowledge that this information is to induce Spartan Doors Pty Ltd to establish an account for purchases enabling payment within 30 days of statement (EOM).

I/We acknowledge and agree that Spartan Doors Pty Ltd retains the title, property and ownership in all goods ordered, delivered or agreed to be sold until such time as the purchase price for such goods has been paid in full.

I/We have read and hereby agree to the Terms & Conditions stated and I/We am/are authorised to sign on the Company's behalf.

Signed by the Debtor:	Position:
Print Name:	Date: / / 20
Signed by Attesting Witness:	Position:
Print Name:	Date: / / 20

**GUARANTEE FORM**

In consideration of Spartan Doors Pty Ltd (ACN 600 957 346) (hereinafter called the "Credit Provider") providing credit to the Customer, the Guarantor agrees to provide the guarantee set out in this Guarantee Form and acknowledges that the Credit Provider is relying upon that guarantee in deciding to provide such credit.

I/We:

(herein called the "Guarantor") hereby guarantee and bind myself jointly and severally with the Customer in favour of the Credit Provider for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Credit Provider

Of:	ABN:
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(hereinafter called the "Customer")

It is hereby agreed:

1. **THAT** this guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor in the case where the Guarantor is a company, by its liquidation.
2. **THAT** all compositions and payments received by the Credit Provider shall be taken as payments in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the Credit Provider shall have received the full amount of the Customer's indebtedness to it.
3. **THAT** no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Credit Provider and the Customer shall in any way affect the liability of the Guarantor and that as between the Credit Provider and the Guarantor no cheque, bill of exchange or promissory note received by the Credit Provider in respect of the Customers indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
4. **THAT** the discharge extinguishment or postponement by bankruptcy operation of law act of parties or otherwise of any part of the indebtedness of the Customer shall not impair or affect the liability of the Guarantor hereunder.
5. **THAT** if any payment made to the Credit Provider by or on behalf of the Customer or the Guarantor shall subsequently be avoided by a Statutory Provision or otherwise, howsoever such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Credit Provider and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
6. **THAT** the Credit Provider shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.

Signed By:	Position:
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Print Name:	Date:    /    / 20
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Signed By:	Position:
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Print Name:	Date:    /    / 20
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Signed:	Position:
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Print Name:	Date:    /    / 20
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Attach separate list if additional space is required for more than three signatures