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CREDIT APPLICATION & TERMS AND CONDITIONS OF SALE

DATE: / /

To: (ACN ABN)
Postal Address:
Business Address:
Telephone (Bus): Email: (the "Supplier")

I/We, the Customer named below (referred to in this application as "I/we" and "me/us") agree, declare and acknowledge that:

- (a) If this application is accepted by the Supplier, all of its provisions as amended from time to time and the Terms and Conditions of the Supplier ("Terms") will be binding on me/us;
- (b) I/We have been given, read and understood the Terms of the Supplier prior to completing this application;
- (c) I/We acknowledge that by virtue of this Credit Application and by agreeing to the Terms, each of the transactions entered into by me/us with the Supplier gives rise to a security interest which may, at the discretion of the Supplier, be registered on the Personal Property Securities Register in accordance with the Terms and Conditions; and
- (d) The Supplier reserves the right to accept or reject this application in its absolute discretion.

CUSTOMER				
Are you a (tick):	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co (Pty Ltd)	<input type="checkbox"/> Public Co (Ltd)
Registered and/or Trading Name:				
Registered Address:				
ACN:		ABN:		
Postal Address:				Postcode:
Business Address:				Postcode:
Telephone (Bus): ()		Mobile:	Facsimile: ()	
Main Email:				

Invoices		Statements	
<input type="checkbox"/> Print or <input type="checkbox"/> Email	@	<input type="checkbox"/> Print or <input type="checkbox"/> Email	@
Quotes		Receipts	
<input type="checkbox"/> Print or <input type="checkbox"/> Email	@	<input type="checkbox"/> Print or <input type="checkbox"/> Email	@

DECLARATION FOR THE UNIFORM CONSUMER CREDIT CODE

I/We declare that the credit to be provided to me/us by the Supplier is to be applied wholly or predominantly for business and/or investment purposes.

Important: You should not sign this declaration unless this credit is wholly or predominantly for business and/or investment purposes.

Otherwise, in signing this declaration you may lose your protection under the Consumer Credit Code.

CREDIT INFORMATION

I/We consent to and authorise the Supplier:

- (a) to request a credit report containing information about my/our consumer or commercial credit arrangements from a credit reporting agency for the purposes of assessing this application or in connection with the attached Guarantee and Indemnity;
- (b) to give a credit reporting agency or the Timber Merchants Association information to allow the credit reporting agency or Timber Merchants Association to create and maintain a credit information file containing information about me/us;
- (c) to disclose a credit report or any personal information derived from the credit report, and any information about my/our personal or commercial credit arrangements to the Supplier, any agent of the Supplier assisting in processing the application and any other provider of credit to me/us named in this application in a credit report from a credit reporting agency; and
- (e) to notify and exchange information with other credit providers and any collection agent of the Supplier.

I/We understand that the information permitted to be disclosed under the Privacy Act 1988 (Cth) includes:

- (a) details to identify me/us, including that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number,

- (b) the fact that I/we have applied for credit, the amount, or that the Supplier is a current credit provider to me/us,
- (c) advice that payments previously notified as unpaid are no longer overdue, payments overdue for at least 60 days and for which
- (d) collection action has started, or cheques for more than \$100 drawn by me/us which have been dishonoured more than once,
- (e) in specified circumstances, that in the opinion of the Supplier I/we have committed a serious credit infringement, and
- (f) the fact that credit provided to me/us by the Supplier has been paid or otherwise discharged.

PRIVACY

I/we understand that I/we need not give any of the personal information requested in this application. However, without this information, it may not be possible to process this application or provide me/us with an appropriate level of service. By signing this application I/we authorise the Supplier to collect, maintain, use and disclose my/our personal information in the manner set out in the Supplier’s privacy policy as varied from time to time. I/we acknowledge having received a copy of the current policy and that I/we am/are aware that the policy is available by request.

Signature : _____	Dated : / /
(Signed for and on behalf of the Customer)	

1.	APPLICATION	Upon the Supplier allowing me/us to trade on credit, I/we agree, declare and acknowledge that the Terms apply to all my/our dealings with the Supplier and I/we hereby agree to comply with the Terms. I/we further acknowledge that if the Customer is a corporation, provision of credit pursuant to this application may, at the Supplier’s absolute discretion, be subject to and conditional upon all of the directors of that corporation executing the attached Guarantee and Indemnity. I/we further acknowledge that if I am/we are a trustee for a trust, the Terms are binding on the trustee in its own capacity as well as in its capacity as trustee.
2.	(a) ESTIMATED MONTHLY PURCHASES: \$	
	(b) PRODUCT TO BE PURCHASED:	
3.	REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT	I/we HEREBY REPRESENT AND WARRANT that the information set out in this application is true and correct AND ACKNOWLEDGE that the Supplier will rely upon the information provided and is hereby induced to grant credit to me/us.
4.	FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS AND SOLE TRADERS	
	Name: _____	Telephone: _____
	Address: _____	
	Date of Birth: / /	Residence (tick) <input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage
	Name: _____	Telephone: _____
	Address: _____	
	Date of Birth: / /	Residence (tick) <input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage
	Name: _____	Telephone: _____
	Address: _____	
	Date of Birth: / /	Residence (tick) <input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage
	Name: _____	Telephone: _____
	Address: _____	
	Date of Birth: / /	Residence (tick) <input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage
5.	DETAILS OF BUSINESS	
	Bank Details: Account Name: _____	Bank: _____
	BSB: _____	Account No. _____
	Type of Business: _____	How long established? _____
	How long the current owner? _____	Company/Builders Registration No. _____
	Previous Trading Name (if changed in the previous 2 years): _____	
	Name of any related or subsidiary companies or partnerships : _____	
	Are the Customer’s business premises owned or leased?	
	If leased, agent/landlord name and phone no.: _____	Expiry date of lease: / /
	Do you (or any related companies) currently trade with the Supplier or hold an account with the Supplier, or have you (or any related companies) traded with the Supplier or held an account with the Supplier? If yes, give details:	
	Have securities been given over of any assets of the Customer or any Guarantor: If yes, give details:	

Please attach certificate of incorporation and/or business name registration and financial records to support this application.

TRADE REFERENCES Monthly purchases equal to or more than requested credit limit.			
1. Supplier Name:	Phone No:	Fax:	Avg Monthly Purchases: \$
2. Supplier Name:	Phone No:	Fax:	Avg Monthly Purchases: \$
3. Supplier Name:	Phone No:	Fax:	Avg Monthly Purchases: \$
4. Supplier Name:	Phone No:	Fax:	Avg Monthly Purchases: \$

I/We agree to be bound by the Terms contained in this application and the Supplier's Terms and warrant that the information given by me/us in this application is true and accurate. If signing on behalf of a company, I/we are duly authorised by the company to sign this application.	
Name :	
Position :	
Signature :	Dated : / / (Signed for and on behalf of the Customer)
Witness :	Witness Address:

GUARANTEE AND INDEMNITY

In consideration of the Supplier agreeing at the request of the Customer named in the Credit Application, of which this Guarantee forms part, to sell Goods or give credit for Goods to the Customer, each person named as guarantor in the Schedule ("**Guarantor**") enters into this Guarantee and Indemnity ("**Guarantee**") in favour of the Supplier in the following terms.

1. GUARANTEE

The Guarantor unconditionally and irrevocably guarantees to the Supplier the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) on demand from time to time by the Supplier to pay to the Supplier an amount equal to the Guaranteed Moneys then due and payable;
- (b) any statement signed by a director, secretary, manager or authorised representative of the Supplier certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under this Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by the Supplier for the payment of Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of the Supplier under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and the Supplier is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2. INDEMNITY

- (a) If the obligation of the Customer to pay the Guaranteed Moneys to the Supplier is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies the Supplier against any loss the Supplier suffers as a result.
- (b) The Supplier need not incur any expense or make any payment before enforcing this right of indemnity.

3. WAIVER

- (a) No failure or delay by the Supplier to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy.
- (b) The Supplier's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4. CONTINUING LIABILITY

The Guarantor is not released from any of its obligations under this Guarantee by anything that the Supplier does or fails to do or any other thing which, but for this clause, might release the Guarantor from liability. Without limiting the generality of this clause, the Guarantor is not released from liability under this Guarantee if:

- (a) the Supplier grants any time credit, indulgence or concession to the Customer;
- (b) the Customer or a Guarantor is subject to any form of administration, dies or becomes mentally incapable;
- (c) there is a variation to the Supplier's terms and conditions of sale or the Customer's obligations to the Supplier;
- (d) any person named as a Guarantor fails or refuses to execute this Guarantee or to give a guarantee regarding any of the Guaranteed Moneys;
- (e) this document ceases to be binding as a continuing obligation on another Guarantor; or
- (f) the Supplier releases another Guarantor from liability under this document.

5. CLAIM IN ADMINISTRATION

Until this Guarantee is released by the Supplier, the Guarantor will not without the Supplier's consent, prove in any Administration of the Customer in competition with the Supplier.

6. APPLICATION OF MONEYS RECEIVED

If the Supplier receives or recovers money in respect of debts of the Customer or anyone else, the Supplier may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

7. SECURITY INTEREST

As security for payment to the Supplier of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor hereby charges as beneficial owner all of the Customer's interests in the Customer's personal property both in which the Customer is now possessed and in which the Customer may hereafter acquire.

8. TRUSTS

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

9. EXPENSES

The Guarantor must pay to the Supplier all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by the Supplier in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

10. ACKNOWLEDGMENT

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of any of the Supplier, its employees, agents or representatives or under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State of Victoria and that the law applying in the State of Victoria is the proper law governing this Guarantee.

11. **ASSIGNMENT**
- (a) The Supplier may assign its rights under this Guarantee.
 - (b) The Guarantor shall sign any document the Supplier reasonably requires to complete the assignment.
 - (c) If the Supplier wishes to assign its rights under this document it may (subject to any privacy legislation), disclose confidential information about the Guarantor to an assignee or a potential assignee.
12. **CREDIT REPORT**
- (a) The Guarantor acknowledges that that Company may seek a credit report about the Guarantor from a credit agency to help the Supplier decide whether to grant the Customer credit.
 - (b) If the Supplier accepts the Credit Application of the Customer, it may obtain further credit reports about the Guarantor at any time until the terms and conditions of sale in respect of the Customer ceases and the whole of the debt owing to the Supplier by the Customer has been repaid.
13. **SEVERANCE**
- Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
14. **DEFINITIONS**
- In this Guarantee unless the context requires otherwise:
- Administration** includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;
- Guaranteed Moneys** means all moneys which are, will or may be at any time in the future, owing or payable to the Supplier by the Customer and/or the Guarantor for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses, payment of liquidated damages or any amounts arising under the Supplier's Terms and Conditions. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.
- Company** means each of the Supplier and its "related bodies corporate" as that phrase is defined in the *Corporations Act 2001* (Cth).
15. **INTERPRETATION**
- In this Guarantee unless the context requires otherwise, all references to a party include the party's successors, permitted assigns and personal representative and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Customer or the Supplier as to what it means or what its effect may be.

SIGNED by each Guarantor in the presence of the witnesses named below.

Guarantor's Name : Guarantor's Address:	Signature :
Witness' Name (Print) :	Signature :
Witness Address : Dated this _____ day of _____ 20____	

Guarantor's Name : Guarantor's Address:	Signature :
Witness' Name (Print) :	Signature :
Witness Address : Dated this _____ day of _____ 20____	

Guarantor's Name : Guarantor's Address:	Signature :
Witness' Name (Print) :	Signature :
Witness Address : Dated this _____ day of _____ 20____	

Guarantor's Name : Guarantor's Address:	Signature :
Witness' Name (Print) :	Signature :
Witness Address : Dated this _____ day of _____ 20____	

IMPORTANT NOTICE: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.