

COMMERCIAL 30 DAYS CREDIT APPLICATION

Tick appropriate () Company () Corporation () Partnership () Sole Trader

Company Registered Name: ACN:
 Trading Name: ABN:
 Postal Address: P/Code:
 Delivery Address: P/Code:
 Phone: Fax: Mobile:

DETAILS OF DIRECTORS-PARTNERS-PROPRIETORS-SOLE TRADERS

Name: D.O.B: Drivers Lic No:
 Address: P/Code:
 Name: D.O.B: Drivers Lic No:
 Address: P/Code:

Amount of time in business:

PURCHASING CONTACT: **Email:**
Ph: **Fax:** **Mb:**

CONTACT DETAILS FOR ACCOUNT

Accounts Contact: Phone:
 Email Address: Fax:
 Order No's Required () Yes () No
 Statements: Emailed or Posted (Please Circle)
 Invoices: Emailed or Posted (Please Circle)

FINANCIAL DETAILS

Bank Name: Branch Location:
 Account Number:

TRADE REFERENCES

***** All 3 trade references must be filled out -**

Please Do Not Include Fuel/Banks/Amenities Accounts as references***

Company	Phone	Fax	Email
1.
2.
3.

Terms & Conditions and Guarantee MUST be signed for accounts to be approved

TERMS & CONDITIONS

1. If the applicant is a corporation or limited, the Guarantee & Indemnity on this application (hereunder) is to be completed.
2. Payment in full is to be made within 30 end of month. Mr Filter Pty Ltd reserves the right to withdraw credit facilities when an account becomes overdue / and / or adjust or increase the credit limit at their discretion. Mr Filter Pty Ltd further reserves the right to charge 20% interest per annum calculated daily on any overdue accounts, together with all associated collection costs as charged by their Commercial Agents.
3. The directors and / or guarantors acknowledgement and agree that the information contained in this commercial credit application form may be disclosed to a Credit reporting agency and / or to another provider. Commercial agent, and/or any agent of Mr Filter Pty Ltd, for the purpose of enforcing the terms and conditions herein. Further, the directors and/or guarantors consent to Mr Filter Pty Ltd obtaining a credit report concerning the directors and / or guarantors in according accordance with section 18k (1)(b) and section 18L (4) of the Privacy Act 1988 and any subsequent amendments thereto.
4. Where the application for credit is a sole trader or partnership, the sole trader or in the case of a partnership, each of the partners, must sign this application and hereby consent to the company obtaining a credit report on them individually for the purpose of assessing this commercial credit application pursuant to section 18k (1)(b) and section 18L (4) of the Privacy Act 1988 and any subsequent amendments thereto.
5. All matters that may require legal determination as a result of this Contract / Agreement, shall be determined within the appropriate court jurisdiction of New South Wales.
6. It Is expressly agrees that the title to the goods sold hereunder shall not pass to the customer until payment has been received in full by the company but the equipment or part thereof delivered shall nevertheless be at the customers risk from the time the delivery and customers shall indemnify Mr Filter Pty Ltd against loss of or damage to the equipment from whatever cause occurring after such time and Mr Filter Pty Ltd shall not be under any obligation to give statutory notice or other notice that it accepts no responsibility.

Authorized Signatories: I / We swear that the above details are true and correct and agree to pay all credit accounts on your terms of 30 days end of month. In consideration of you having agreed to my request to supply goods on credit to the Company, I / We personally guarantee jointly / separately to you the payment of all monies on demand, which have become due to you by me / us, the customer. This guarantee shall be a continuing guarantee and will not be affected by you granting extended time or any other consideration to me (the customer). Neither will your right to sue me (the customer) be affected.

..... Print Name: Position Held:
 (Signature)

Witness Print Name: Date:
 (Signature)

PERSONAL GUARANTEE AND INDEMNITY.

1. That in return for the consideration of Mr Filter Pty Ltd agreeing to supply the debtor and account for goods for its business, At our request ,the guarantor(s) are jointly and severally liable for the indebtedness of the debtor accounts that is owing now and for that which becomes due and owing from time to time.
2. That guarantee shall be a continuing guarantee and shall not be determined by death of one or all of its guarantor and its provisions and shall operate notwithstanding and concession or indulgence given to the debtor account.
3. That Mr Filter Pty Ltd may exercise its right under the guarantee at any time and the guarantor(s) shall pay all the amount of any indebtedness of the debtor or account to the date of demand , forthwith upon receipt of a written demand or its delivery to the last known address of each or all guarantor(s). It shall not be a condition precedent to the issue of any such demand that Mr Filter Pty Ltd shall have exercised or exhausted its legal rights against the debt amount.
4. That the guarantor(s) may be given written notice posted by registered mail to the registered office given to Mr Filter Pty Ltd determine any further liability hereunder from the date of that notice but without discharging them in anyway from the indebtedness of the debtor account as a that date.
5. That in interpreting the rights and / or obligations of either party, the liability of the guarantor(s) shall continue notwithstanding the fact that Mr Filter Pty Ltd may have entered into or become a party to a composition with the debtor.
6. The guarantor(s) acknowledges and agreed that Mr Filter Pty Ltd shall be entitled at any time to assign its right under this guarantee to its successors, nominated transferees or assignees, and that this guarantee shall not be in any way affected or discharged pursuant to such assignment.
7. The guarantor(s) acknowledges that in the event the account is in default and Mr Filter Pty Ltd under this personal guarantee incurs legal costs and collection costs, including commission, then the guarantor(s) indemnifies Mr Filter Pty Ltd against all such costs incurred in recovering the outstanding amount owing by the customer to the supplier. Further the guarantor(s) consent to Mr Filter Pty Ltd obtaining a credit report concerning the directors and / or guarantors in accordance to section 18k (1)(b) and section 18L (4) of the Privacy Act 1988 and any subsequent amendments thereto.
8. The guarantor(s) agree that Mr Filter Pty Ltd are empowered under this guarantee to place a caveat on any or all properties of the guarantor(s) as and when deemed necessary by Mr Filter Pty Ltd to protect the interests of Mr Filter Pty Ltd however arising out of this guarantee and indemnity.

*****This is a legal document- You are advised to seek independent legal advice prior to signing.*****

SIGNED BY GUARANTOR(S)

Name:.....
 Position:
 Signature:.....
 Witnessed By:

SIGNED BY GUARANTOR(S)

Name:.....
 Position:.....
 Signature:.....
 Witnessed By: