

CREDIT APPLICATION



THE BUSINESS OF THE APPLICANT:

COMPANY NAME: _____

TRADING AS: _____

ABN/ACN #: _____

COMPANY ADDRESS: _____

POSTAL ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

MOBILE #: _____ E-MAIL: _____

ACCOUNTS CONTACT: _____ TEL #: _____

NATURE OF BUSINESS: _____

DATE BUSINESS COMMENCED: _____ OWNED LEASED

If leased please provide contact information for the Landlord: _____

TYPE OF BUSINESS OF THE APPLICANT:

Sole Proprietor Partnership Company Trust

DIRECTORS or PROPRIETOR: (full name, address & telephone number)

1.) _____

2.) _____

3.) _____

BUSINESS BANK ACCOUNT PARTICULARS OF THE APPLICANT:

Name of Banking Institution with which main account is held: _____

BSB Code: _____ Account Number: _____

PURCHASING CRITERIA OF THE APPLICANT:

Is a purchasing order required? YES NO

Estimated monthly purchases: \$ _____

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au

CREDIT APPLICATION



CURRENT COMMERCIAL CREDIT REFERENCES OF THE APPLICANT:

1. _____ Ph: _____ Fax: _____

2. _____ Ph: _____ Fax: _____

3. _____ Ph: _____ Fax: _____

I hereby certify that the above is true & correct. I accept the terms are strictly 30 Days & will adhere to this.

SIGNED: _____ DATE: _____

NAME : _____ POSITION: _____

TERMS & CONDITIONS

1. The party applying for credit under this agreement is hereinafter referred to as "the Applicant".
2. The Applicant agrees to be bound by all the Terms and Conditions contained in this credit application. By signing this document, all Applicants acknowledge that they have read and agreed to all the Terms and Conditions included in this application.
3. The Terms and Conditions supplied with the application form for commercial credit shall apply to every sales invoice between the Applicant and PLANTS WHITSUNDAY.

SUPPLY OF GOODS AND SERVICES

4. The goods and/or services will only be supplied up to a credit limit, which PLANTS WHITSUNDAY considers acceptable.

SECURITY

5. PLANTS WHITSUNDAY may at its sole discretion require the Applicant to provide a bank guarantee on terms suitable to PLANTS WHITSUNDAY for any amount up to and including the credit limit determined in accordance with paragraph 5 above.

PAYMENT FOR GOODS AND SERVICES

6. Whilst PLANTS WHITSUNDAY at all times reserves the right to demand payment with order, accounts may be paid within a strictly 30 commercial days basis as of the date of each invoice.

INTEREST

7. The Applicant agrees to pay interest to PLANTS WHITSUNDAY on any overdue accounts.
8. In the event that invoices have not been settled in full within the strictly 30 commercial days term, interest will be charged at a rate of 10% of all outstanding invoices, for every 14 days for which the invoice (s) is/are overdue.
9. This said interest shall be recapitalized on a monthly basis.

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au



CANCELLATION OF ORDERS

10. In the event of a cancellation of an order placed by the Applicant for goods and/or services, PLANTS WHITSUNDAY shall be entitled to charge a re-stocking fee equal to 20% of the cancelled invoice.

RETURNS

11. The return of goods for credit of an account will only be accepted under the following circumstances:

- 11.1 All returns to be approved by PLANTS WHITSUNDAY prior to return;
- 11.2 Goods must be in original packaging and condition;
- 11.3 Delivery charges are not eligible for credit;
- 11.4 Returns are subject to a restocking fee. See paragraph 11 above.

12. The following goods will not be accepted for credit:

- 12.1 Any product which has been manufactured or modified at the Applicant's request;
- 12.2 Products that have been bought specifically for the Applicant;
- 12.3 Any product for which has been damaged or altered in any way.

CREDIT AVAILABILITY

13. If accounts are not paid by the due date, PLANTS WHITSUNDAY may at its sole discretion cancel or suspend the Applicant's credit facility without notice.

RETENTION OF OWNERSHIP

14. The Applicant acknowledges that the goods remain the sole and exclusive property of PLANTS WHITSUNDAY until all money owing to PLANTS WHITSUNDAY in relation to all goods and/or services supplied, at any time, has been paid in full.

15. Title and/or ownership at law of any goods acquired, sold or delivered shall not pass or be deemed to have passed to the Applicant until such time as payment has been made in full.

16. The Applicant specifically waives and abandons the legal concept of accessio.

REMOVAL OF GOODS

17. The Applicant unconditionally authorizes PLANTS WHITSUNDAY and/or those acting on their behalf, to enter upon the land or property of the Applicant, or any other person to remove any goods, which are the property of PLANTS WHITSUNDAY.

18. PLANTS WHITSUNDAY may use reasonable force (if necessary) to obtain possession of the goods.

19. PLANTS WHITSUNDAY will not be liable for any damage done to the land or property of the Applicant or any other person during the removal of the goods.

GRANT OF EQUITABLE MORTGAGE

20. The Applicant grants to PLANTS WHITSUNDAY an equitable mortgage over:

- 20.1 Any property owned by the Applicant, either real or personal;
- 20.2 Any interest or title in any estate or property owned by the Applicant.

21. This equitable mortgage is security for the payment of any money owed to PLANTS WHITSUNDAY, regardless of whether it arose under this agreement or not.

TRUSTS AND TRUSTEES

22. A Trustee or Trustees acting on behalf of a Trust must disclose that they are acting as such.

23. It is agreed that if the Applicant is a Trustee the Trust will indemnify the Trustee for any indebtedness to PLANTS WHITSUNDAY.

24. A Trustee or Trustees hereby unconditionally cede(s) and/or subrogates to PLANTS WHITSUNDAY their right of recoupment and/or exoneration against the assets of the said Trust for the recovery of all outstanding debts incurred on behalf of the Trust.

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au



REPRESENTATIONS

25. The Applicant acknowledges that PLANTS WHITSUNDAY, nor any person acting on their behalf, has made statements relating to these Terms and Conditions. This is excluding the Terms and Conditions contained in this application.

LEGAL ACTION

26. The Applicant agrees that PLANTS WHITSUNDAY is entitled to commence legal action for and the recover of any debt or interest owed on the Applicant's account.

27. The Applicant agrees to pay upon default, all reasonable costs and legal expenses that are necessary or incidental to the collection of any money owing to PLANTS WHITSUNDAY on an indemnity basis.

GUARANTEE AND INDEMNITY

28. In consideration of the extension of credit to the Applicant / the Proprietor / Partners / Directors / Trustee(s) agree to guarantee to PLANTS WHITSUNDAY the payment of all moneys payable to PLANTS WHITSUNDAY at any time, whether they arose under this agreement or not.

29. The Applicant / Proprietor / Partners / Directors / Trustee(s) also guarantee the performance and observance of all Terms and Conditions contained in this application.

30. The Applicant / Proprietor / Partners / Directors / Trustee(s) agree to indemnify and to keep indemnified PLANTS WHITSUNDAY against any damage, loss or costs, which may be incurred by PLANTS WHITSUNDAY as a result of any breach by the Applicant.

GENERAL

31. Any other Terms and Condition, unless in writing and signed by the Applicant and PLANTS WHITSUNDAY are rejected.

32. The Applicant undertakes to forthwith notify PLANTS WHITSUNDAY in writing by certified or registered mail of any changes within seven days of any changes in the particulars listed in the application.

33. The Applicant will remain responsible for any debt occurred under this agreement even after it has been suspended and/or terminated.

34. This obligation will continue notwithstanding any changes in the constitution of the Applicant herein.

35. No extension and/or consideration of any kind, whatsoever, given by PLANTS WHITSUNDAY to the Applicant constitute a waiver of PLANT WHITSUNDAY'S rights as set out herein.

36. It is agreed that PLANTS WHITSUNDAY will act on reliance of these representations and that the undersigned has the authority to make this proposal on behalf of the Applicant.

37. I and/or we declare that the Applicant (or any Partner, or Director of same) has never been registered under the Bankruptcy Act or been a Director of a company, which has gone into liquidation, or had a receiver/manager appointed.

38. I and/or We on behalf of _____ hereby make application to establish credit facilities with PLANTS WHITSUNDAY and acknowledge and agree to the Terms and Conditions.

39. I / We on behalf of _____ hereby declare that the information above is true and correct and is provided for the purpose of obtaining commercial /consumer credit.

Signed by the Applicant/s: _____

Or for and on behalf of the: _____

Applicant/s by its duly authorized agent: _____

Dated on this the _____ day of _____ 20 _____

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au

CREDIT APPLICATION



PRIVACY DISCLOSURE

AGREEMENT AND AUTHORIZATION TO ALLOW PLANTS WHITSUNDAY TO SEEK OR GIVE DETAILS ABOUT CREDIT WORTHINESS TO CREDIT PROVIDERS (IN TERMS OF SECTION 18 N (1) (b) OF THE PRIVACY ACT 1988)

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY (PRIVACY ACT 1988)

PLANTS WHITSUNDAY may give information about you to a credit-reporting agency for the following purposes:

- i) To obtain a consumer and commercial credit report about you, and /or;
- ii) To allow the credit reporting agency to create or maintain accredit information file containing information about you.

1. The Applicant agrees that PLANTS WHITSUNDAY may give to and obtain from any credit providers, at any time, information about the Applicant's business and private credit arrangements.
2. This information can include any information about credit worthiness, credit standing, credit history and/or the credit capacity, that credit providers are authorized to give or receive from each other under the Privacy Act.
3. The information may be used to assess an application for credit made by the Applicant, to tell other credit providers of a default by the Applicant, to assess the credit worthiness of the Applicant, and to exchange information with other credit providers, when the Applicant is in default with other providers, as to the state of this agreement.

Dated this the _____ day of _____ 20 ____

SIGNATURE AND CAPACITY _____ PRINT FULL NAME _____

SIGNATURE AND CAPACITY _____ PRINT FULL NAME _____

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au



DEED OF PERSONAL GUARANTEES

THE PROPRIETOR / PARTNER / DIRECTORS / TRUSTEE (S)'S DEED OF PERSONAL GUARANTEE

To: PLANTS WHITSUNDAY

1. In consideration of PLANTS WHITSUNDAY granting to _____ hereinafter referred to as the Applicant, a credit facility for the purchase of Goods and/or Services, I / we _____ on behalf of the respective executors, administrators and assigns DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE to PLANTS WHITSUNDAY the due payment of all accounts which have been invoiced pursuant to the foregoing Credit Application.
2. I / we DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE to pay to PLANTS WHITSUNDAY on demand any monies payable to PLANTS WHITSUNDAY by the Applicant plus expenses incurred in the course of recovering the said monies and to pay the costs incurred as a result of the Applicant's default on an indemnity basis.
3. Further I and/or we, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE and indemnify and keep indemnified PLANTS WHITSUNDAY in the case of any damages, loss or costs which may be incurred by PLANTS WHITSUNDAY as a result of a breach by the Applicant of any of the Terms and Conditions or covenants contained in any account, pursuant to the Credit Application to be performed and/or observed by the Applicant.
4. I and/or we, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE the Applicant's obligations and payment under this agreement by my and/or our beneficial interest in the land held now or in the future by me and/or us.
5. I and/or we, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE that if demand is made by PLANTS WHITSUNDAY to me and/or us, I and/or we shall immediately execute a mortgage or other instrument as required by PLANTS WHITSUNDAY. Failing to execute such within a reasonable time of being required to do so, I / we hereby irrevocable and by way of security appoint any solicitor engaged by PLANTS WHITSUNDAY to be my and/or our true and lawful solicitor to execute and register such an instrument.
6. I and/or we consent to PLANTS WHITSUNDAY lodging a caveat against real property owned by me and/or us to protect PLANTS WHITSUNDAY interest under this guarantee.
7. I and/or we agree to waive all right inconsistent with anything in the Terms and Condition of the Credit Application and the terms of this guarantee.
8. I and/or we agree that this guarantee is not limited to the amount shown in this application as estimated monthly purchases.
9. This guarantee is a continuing guarantee and operate even if PLANTS WHITSUNDAY have given the Applicant time pay and/or the Applicant becomes insolvent and/or PLANTS WHITSUNDAY cancels the Applicant's credit facility and/or an agreement between PLANTS WHITSUNDAY and the Applicant is unforeseeable for any reason or PLANTS WHITSUNDAY do not act promptly to enforce its right.

Dated this the _____ day of _____ 20 ____

SIGNATURE AND CAPACITY _____ PRINT FULL NAME _____

SIGNATURE AND CAPACITY _____ PRINT FULL NAME _____

1464 Shute Harbour Road, Cannon Valley Q 4800

P: [07] 4946 1258 | F: [07] 4946 1812 | E: sales@plantswhitsunday.com.au

www.plantswhitsunday.com.au

