

# COMMERCIAL CREDIT ACCOUNT APPLICATION

## CUSTOMER'S ACCOUNT DETAILS

Is the Applicant: ☐ Government ☐ A Company ☐ A Partnership ☐ A Sole Trader ☐ A Trustee

Applicant's Name / Company Name :

ACN:  ABN:  ARBN:

Acting in its own right and/or as Trustee for the

Trading as Name:  Trust ABN:

Business Address:

Suburb / City:  State:  Post Code:

Postal Address:

Suburb / City:  State:  Post Code:

Telephone:  Facsimile:  Mobile:

Email address for all invoices and statements:

Business Commenced:

## CUSTOMER'S CREDIT DETAILS

BANK:  BSB:  ACCOUNT NUMBER:

BANK ACCOUNT NAME:

*REQUIRED FOR PAYMENT PROCESSING EFFICIENCY*

Credit Limit Requested   
\$ (MONTHLY)

Trade References (x4)  Phone Number:

Phone Number:

Phone Number:

Phone Number:

## CUSTOMER'S BUSINESS DETAILS

### FULL NAME OF SOLE TRADER, PARTNERS, TRUSTEES AND DIRECTORS

Partners or Directors

Residential Address

Phone:

D.O.B.

Driver's Lic. No.

Partners or Directors

Residential Address

Phone:

D.O.B.

Driver's Lic. No.

Partners or Directors

Residential Address

Phone:

D.O.B.

Driver's Lic. No.

Partners or Directors

Residential Address

Phone:

D.O.B.

Driver's Lic. No.

### List of Associated Companies

Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management: ☐ Yes ☐ No (If Yes, please provide the details below)

Have directors provided personal guarantees to other suppliers? ☐ Yes ☐ No

## BUSINESS DATA: FINANCIAL & PROPERTY

Name of Business:

No. of Employees:

Date Commenced:

Building Company:

☐

Yes

☐

No

Builders Reg No.:

Property where Business conducted:

☐

Owned in Full

☐

Mortgaged

☐

Rented

If Owned, please confirm if owned by the Account Applicant

☐

Yes

☐

No

If Rented, please confirm if rented from Business / Individual

☐

Yes

☐

No

EDI Capable:

☐

Yes

☐

No

Equipment:

☐

Bank Financed

☐

Owned in Full

☐

Leased

### DIRECTORS' NAMES

1.

☐

Land owned in full

☐

Mortgaged

☐

Rental

2.

☐

Land owned in full

☐

Mortgaged

☐

Rental

3.

☐

Land owned in full

☐

Mortgaged

☐

Rental

4.

☐

Land owned in full

☐

Mortgaged

☐

Rental

## TERMS AND CONDITIONS OF SALE

Our Terms and Conditions of Sale (Terms) are attached or available on our website and apply to the supplies the subject of this Credit Application. Capitalised terms in this Credit Application have the corresponding meaning set out in the Terms unless otherwise specified. The Terms are incorporated into each and every Order you place with Danterr Pty Ltd (ACN 154 705 610) trading as Danterr, Your Concrete Reinforcing Solutions and Confidence Cleanse (us, we, our or Supplier).

By signing this Application in the space provided in section 8, you:

- a) expressly acknowledges having received notice of the Terms, including your consent to us registering a security interest on the Personal Property and Security Register to secure the payment of all amounts owed to us and the compliance by you of your obligations under the Terms and this Credit Application;
- b) expressly agrees that the Terms are incorporated into each and every Order for supply of goods and services; and
- c) expressly agrees that if we varies the Terms from time to time and provides reasonable notice to you of the variation, the Conditions as varied are incorporated into each and every Order for supply of goods or services made between you and us after the date of such notice.

## PRIVACY AUTHORITY: INDIVIDUALS AND GUARANTORS

By signing this application, to the extent permitted by law, you agree that we may and you authorise us to:

- (a) collect personal information, as that term is defined in the Privacy Act 1988 (Personal Information), including Personal Information that has a bearing on credit that has been provided for by us or for which you have applied and which relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services), identification information, details about information requests made about you to Credit Reporting Bodies, current and historical details about credit applications you have made and credit arrangements you have entered into, information about overdue payments, default listings and about serious credit infringements and information about payments or subsequent arrangements in relation to either of these, various publicly available information like bankruptcy and credit-related court judgments, and credit scores or risk assessments indicating an assessment of your credit worthiness (Credit Information)
- (b) provide any items of your Personal Information or Credit Information to a credit reporting agency;
- (c) obtain a consumer credit report about you from a credit reporting agency to assess this Credit Application or proposed guarantee or to collect overdue payments;
- (d) give Credit Information about you to a person for considering whether to act as guarantor, or to a guarantor;
- (e) exchange Credit Information about me with other credit providers to assess my credit worthiness or application for credit or to notify defaults or the status of my credit;
- (f) developing our credit assessment and credit worthiness rating system;
- (g) processing credit-related applications and managing credit that we provide;
- (h) assisting you to avoid defaults; collecting amounts you may owe us in relation to such credit and dealing with serious credit infringements;
- (i) assigning our debts;
- (j) otherwise participating in the credit reporting system;
- (k) dealing with complaints or regulatory matters relating to credit or credit reporting; or
- (l) when required or authorised by another law.

In addition to possible disclosure of credit-related information to credit reporting bodies, we generally disclose credit information to entities that help us with our business operations and activities. These may include related bodies corporate, our agents, contractors and external service providers, payment systems operators (for example, merchants receiving credit card payments), our financial advisers, legal advisers or auditors, your representatives and where permitted by law, debt collection agencies

You have the right to request credit reporting bodies not to use your Credit Information to determine your eligibility to receive direct marketing from credit providers; and use or disclose your Credit Information if you have been or are likely to be a victim of fraud. You may request, at our cost, access to your Personal Information held by us.

If you believe that any information we hold about you is inaccurate you may, at not cost to you, request that we correct such information. You can make a correction request by contacting us. We will endeavour to resolve correction requests within 30 days. If we need more time to resolve your request we will notify you as to the delay, the reasons for it and seek your written agreement to a longer period. If you believe that we have not complied with our obligations under the Privacy Act 1988 (Cth) with respect to the credit-related information we hold about you, then you have the right to make a complaint. You must specify the nature of the complaint. A complaint can be submitted to us and we will address that complaint in accordance with our Privacy Policy.

## REPRESENTATIONS, ACKNOWLEDGEMENT & AUTHORISATIONS

a) You represent to us that you are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole trader has been a director of a Company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended) other than as declared in section 3 of this application.

b) You acknowledge and agree that we may, at our sole discretion:

(i) approve or refuse this Credit Application and you must provide such further information as we may request to enable us to make a decision;

(ii) impose any conditions we consider appropriate on the provision of credit, including that your directors, partners or owners and/or another third party enter into a guarantee, the provision of a bank guarantee or other security arrangement in our favour guaranteeing the payment of all moneys due by you to us and the performance by you of your obligations under this Credit Application and our Terms; imposing or adjusting a credit limit on your credit account; and/or revoking or varying the terms on which the credit account is provided to you at any time by notice.

c) You represent to us that:

(i) you are authorised to make this application;

(ii) the information in this Credit Application is correct and is for our use in determining the amount of credit to be extended;

(iii) we have relied on the correctness of the information provided in the Credit Application;

(iv) you will notify us in writing of any changes to the information provided to us on this Credit Application within 7 days of the occurrence of such change;

(v) you will trade within your approved credit limit and immediately on demand repay any amount in excess of the approved credit limit.

d) You acknowledge that the submission of this application does not automatically result in the granting of a credit account by us.

e) If you are the trustee of any trust, bind you both in your capacity as trustee of the trust and in your own right.

## SIGNATURES OF SOLE TRADER, ALL PARTNERS, DIRECTORS & TRUSTEES (Required for all applications)

|           | 1                    | 2                    | 3                    | 4                    |
|-----------|----------------------|----------------------|----------------------|----------------------|
| Signature | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name      | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Position  | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Date      | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

THIS APPLICATION FOR CREDIT SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY

|                   |                      |              |                      |
|-------------------|----------------------|--------------|----------------------|
| Witness Signature | <input type="text"/> | Witness Name | <input type="text"/> |
| Witness Address   | <input type="text"/> |              |                      |

## GUARANTEE, INDEMNITY & CHARGE

In consideration of the Supplier agreeing to supply or continuing to supply goods and services on credit to the Customer named below and forbearing to sue the Customer (except where provided for by any statutory provision) for any payment currently due to the Supplier, each guarantor named below (the "Guarantor") unconditionally and irrevocably guarantees on demand to the Supplier the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are, or which may become, payable by the Customer to the Supplier or any related body corporate on any account and in any capacity (the "Guaranteed Moneys") and, as a separate and independent obligation, agrees to indemnify and keep the Supplier and any related body corporate indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by the Supplier or such related body corporate in relation to the non payment or non recovery of the Guaranteed Moneys or as a result of any breach by the Customer of the Supplier's Conditions of Sale. The Guarantor hereby agrees with the Supplier that:

## GUARANTEE, INDEMNITY & CHARGE

1. this guarantee, indemnity & charge (the 'Guarantee') shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including but not limited to:

- (a) any other guarantee or any security or instrument which the Supplier or any related body corporate may hold in respect of any Guaranteed Moneys or any judgement obtained by the Supplier or any related body corporate, or any release, discharge, surrender or modification of, or dealing with, any such guarantee, security, instrument or judgement;
- (b) any arrangement with, or release of, the Customer or any other guarantor or person by the Supplier or any related body corporate or by operation of law;
- (c) the fact that any of the Guaranteed Moneys are irrecoverable for any reason;
- (d) any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member or the death, liquidation or bankruptcy of the Customer or the assent of the Supplier or any related body corporate to any composition, arrangement or scheme in respect of the Customer or the acceptance by the Supplier or any related body corporate of any dividend or sum of money thereunder;
- (e) the failure of any other person named as a party to execute this Guarantee;
- (f) any variation of the terms upon which the goods and/or services are supplied to, or paid for by, the Customer
- (g) any claim the Customer may have against the Supplier or any related body corporate;
- (h) any act or omission by the Supplier or any related body corporate which may result in prejudice to the Guarantor;
- (i) an increase in the amount of Guaranteed Moneys;
- (j) the fact that any credit was provided by the Supplier or any related body corporate before this Guarantee was signed;
- (k) payment to the Supplier or any related body corporate by any person which is later avoided by the application of any statutory provision;
- (l) the death, liquidation or bankruptcy of the Customer or the Guarantor;
- (m) the granting of any time, waiver, credit, any indulgence, concession to, composition with, release or discharge by novation of any person whatsoever by the Supplier or any related body corporate;
- (n) the assignment, novation, transfer or assumption of, or other dealing with, any rights or obligations under this Guarantee or any other document or agreement; .
- (o) any other act, omission, matter or thing whatsoever.

2. until the Supplier has received all of the Guaranteed Moneys, the Guarantor agrees:

- (a) in the event of any bankruptcy or other administration of the Customer's estate or any winding up or scheme of arrangement of the Customer, that the Guarantor will not without the prior consent of the Supplier lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for the Supplier;
- (b) if requested by the Supplier, to lodge a proof of debt or similar claim in any such administration and enforce any such security and to execute all such documents and do all such things as the Supplier may require to enable the Supplier to have and receive the benefit of or arising from any such proof, claim or security;
- (c) not to attempt or purport to be subrogated to the Supplier; and
- (d) the Guarantor's liability under this Guarantee shall be that of principal debtor.

3. the Guarantor irrevocably appoints the Supplier as the Guarantor's attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorise an attorney to do, including without limitation the following:

- (a) to make, sign, execute, seal and deliver any document; and
- (b) to take possession of, use, sell or otherwise dispose of any asset of the Guarantor.

the Guarantor further agrees that:

- (a) the Guarantor has signed this Guarantee voluntarily;
- (b) before entering this Guarantee, the Guarantor was advised by the Supplier to consult and receive advice as to the purport, effect and consequences of, and obligations created by, this Guarantee from a legal adviser independent of the Supplier;
- (c) the Guarantor understands the nature and effect of this Guarantee - in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to the Supplier and any related body corporate and all amounts that the Customer may in the future owe to the Supplier and any related body corporate and has also agreed, as a separate and independent obligation, to provide an indemnity to the Supplier and any related body corporate if any of the Guaranteed Moneys is not paid to, or recovered by, the Supplier; and
- (d) it has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of the Supplier or any person on behalf of the Supplier or any related body corporate.

5. the Guarantor agrees that a certificate issued by the Supplier stating any moneys owed by the Customer or Guarantor to the Supplier or any related body corporate or under this Guarantee shall be conclusive evidence of such amounts owing by the Customer and Guarantor.

## GUARANTEE, INDEMNITY & CHARGE

6. the Supplier may give the Customer more credit than the Customer has asked for in this application. The Supplier is not required to inform the Guarantor of the amount of credit given to the Customer at any time.
7. no payment shall operate to discharge or reduce a liability of the Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this Guarantee.
8. where any provision of or application of any provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction that shall not affect the validity, legality, enforceability or effectiveness of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered ineffective.
9. the guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantor and neither limits the generality of the other.
10. to secure payment of the Guaranteed Moneys the Guarantor hereby charges with due payment of the Guaranteed Moneys all of the Guarantor's present and future interests in real property and the Guarantor consents to the Supplier lodging a caveat or caveats to note such interests. Upon demand by the Supplier the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to the Supplier to further secure payment of the Guaranteed Moneys. The Guarantor hereby and by way of security irrevocably appoints every officer and legal practitioner of the Supplier jointly and each of them severally as the Guarantor's lawful attorney ("attorney") with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any real property of the Guarantor to secure the Guaranteed Moneys, if the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security. Where the Guarantor is a trustee of a trust the Guarantor is bound by this Guarantee and charges the Guarantor's land as trustee and warrants that it is a proper exercise of the Guarantor's authority and power under the trust instrument and at law to enter into this Guarantee.
11. all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction and are payable on demand by the Supplier.
12. any demand or notice may be served on the Guarantor by delivering it to the Guarantor personally or by sending it by post to the Guarantor's last address.
13. the Guarantor must fully indemnify the Supplier for all expenses and legal costs that the Supplier incurs in enforcing this Guarantee.
14. the Guarantor must pay all taxes, duties, fees, costs and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration and discharge of this Guarantee. The Guarantor agrees to pay the GST inclusive amount of any taxable supply made under or in connection with this Guarantee.
15. in this Guarantee, 'Guarantor' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns, and "Agreement" means all current and future supply agreements or arrangements.
16. in this Guarantee 'related body corporate' has the meaning in the Corporations Act and includes Danterr Pty Ltd  
ACN: 154 705 610  
ABN: 75 154 705 610 and all of its subsidiaries.
17. in this Guarantee, the following rules of interpretation apply unless the context otherwise requires:
  - (a) words denoting the singular number include the plural (and vice versa);
  - (b) words denoting natural persons include bodies corporate and unincorporate and their permitted assigns (and vice versa); and
  - (c) references to any party to this Guarantee or any other agreement or instrument include the party's successors and permitted assigns.
18. This Guarantee is governed by the laws of the State or Territory in which it is executed and the Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of that State or Territory.

# GUARANTEE, INDEMNITY & CHARGE

## Executed as an agreement

### GUARANTOR'S PRIVACY CONSENT

- I/We have each read and agree to section 6 "Privacy Authority - Individuals & Guarantors" in this Credit Account Application.

### SIGNATURE OF GUARANTORS

All company directors where the Customer is a company, all trustees where the Customer is a trust, all partners where the Customer is a partnership must give this guarantee, indemnity and charge.

Name of commercial credit applicant  
(the "customer")

|  |
|--|
|  |
|  |
|  |
|  |

|           | 1 | 2 | 3 | 4 |
|-----------|---|---|---|---|
| Signature |   |   |   |   |
| Name      |   |   |   |   |
| Position  |   |   |   |   |
| Date      |   |   |   |   |

### THIS GUARANTEE SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY

|                   |  |  |  |  |
|-------------------|--|--|--|--|
| Witness Signature |  |  |  |  |
| Witness Name      |  |  |  |  |
| Witness Address   |  |  |  |  |

**IF YOU DO NOT UNDERSTAND YOUR LIABILITY UNDER THIS GUARANTEE YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.**