

PLEASE RETURN COMPLETED FORM TO:

118 Greenhill Road
UNLEY SA 5061
PO Box 860
KENT TOWN SA 5071
ACN: 008 099 063
Phone: 08 8273 7300
Fax: 08 8273 7310



SECTION 1 – 14 DAY ACCOUNT CREDIT APPLICATION FORM

COMPANY NAME: ABN:

TRADING AS:

TRADING ADDRESS: PHONE:

POSTAL ADDRESS: FAX:

REGISTERED OFFICE ADDRESS:

DATE OF INCORPORATION OR REGISTRATION:

NATURE OF BUSINESS:

<u>DIRECTORS/PARTNERS</u>	<u>RESIDENTIAL ADDRESS</u>	<u>PHONE</u>
.....
.....
.....
.....

HAVE GUARANTEES OR SECURITIES OVER ANY OF THE ASSETS BEEN GIVEN? YES NO

IF YES, PLEASE GIVE DETAILS:

IS THE COMPANY A TRUSTEE FOR A TRUST?:

TRADE REFERENCES (MUST BE AN AUTHORISED CREDIT PROVIDER)

<u>NAME</u>	<u>TELEPHONE</u>	<u>OFFICE USE ONLY</u>
.....
.....
.....
.....

ACCOUNTS CONTACT: PHONE:

MAXIMUM CREDIT SOUGHT: \$..... / PER MONTH

SECTION 2 – TERMS & CONDITIONS OF TRADE

- 2.1 The Applicant acknowledges receipt of and agrees to observe Northline's Terms & Conditions of Trade in respect of all goods and services supplied by Northline from time to time.
- 2.2 If Northline grants this credit facility to the Applicant, all accounts must be paid in full within 14 days of the end of the relevant statement period unless Northline agrees otherwise in writing.
- 2.3 Any expenses incurred by Northline in recovering or attempting to recover any outstanding amount from the Applicant or otherwise including any fees payable to any agency licensed under the Security and Investigation Agents Act 1995 (SA) (as amended or substituted from time to time) or any debt collection agency and legal costs will be paid on a full indemnity basis by the Applicant.
- 2.4 Interest at current bank overdraft rates may be charged on any overdue amount on the account and further, in consideration of any grant of credit, the Applicant expressly undertakes to pay all such interest.
- 2.5 I/We agree that the Company may give to and seek from any credit providers listed in this credit application as credit reference or bankers or such other credit providers as the Company may choose and any credit providers that may be names in a credit report issued by a credit reporting agency information about my/our credit worthiness and activities that credit providers are allowed to give or receive from each other under the Privacy Act.
- 2.6 Northline may at any time terminate any credit arrangement with the Applicant. In this event, all monies owing by the Applicant to Northline will become immediately due and payable.
- 2.7 Northline will have a lien over and the right to sell any of the property of the Applicant that is in the possession of Northline in order to recover any outstanding amount from time to time.

SECTION 3 – PRIVACY ACT 1988

PLEASE READ THE FOLLOWING CAREFULLY

- 3.1 Northline shall herein be referred to as the CREDIT PROVIDER.
- 3.2 The Applicant/s hereby acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them may be disclosed to or acquired from a credit reporting agency.
- 3.3 The Applicant/s hereby agrees that the CREDIT PROVIDER may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
- 3.4 The Applicant/s hereby agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any credit provider any personal credit information whether by way of report, record or otherwise relating to the credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
- 3.5 The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on the Applicant/s for the purposes of assessing this credit application and the Applicant/s further consent to the CREDIT PROVIDER obtaining such reports from time to time for the purposes of assessing credit worthiness during the continuance of credit provision.
- 3.6 The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to the commercial credit worthiness or commercial dealing of the Applicant/s and using such information for the purposes of assessing this credit application.
- 3.7 The Applicant/s hereby agree that in the event of default of payment of the debts of the applicant/s the CREDIT PROVIDER may disclose all information relating to the account of the Applicant/s to its collection agency for the purpose of receiving any or all of the amounts outstanding.
- 3.8 The provisions of Sections 2 and 3 are at all time subject to the requirements of the Privacy Act 1988 (Cth) as amended or substituted from time to time.

SECTION 4 – EXECUTION & ACKNOWLEDGEMENT OF APPLICANT

4.1 The Applicant hereby signs this Application as an, agreement, warranty and representation as to all of the matters set out in Section 1, 2 and 3 of this Application being:

- Binding on the Applicant;
- Not misleading in any respect whether by omission or otherwise.

SIGNATURE OF APPLICANT/S OR AUTHORISED REPRESENTATIVE:	
.....
NAME/S AND TITLE/S:	
.....
DATE:.....	DATE:
WITNESS' NAME / ADDRESS / SIGNATURE & DATE:	
.....	

SECTION 5 – COVENANT OF PRINCIPAL LIABILITY AND GUARANTEE & INDEMNITY

THIS COVENANT IS AN IMPORTANT AGREEMENT THAT WILL MAKE YOU PERSONALLY LIABLE TO PAY FOR SERVICES OR GOODS SUPPLIED BY NORTHLINE IN RESPONSE TO THIS APPLICATION. YOU SHOULD READ IT CAREFULLY TO MAKE SURE YOU UNDERSTAND IT AND OBTAIN ADVICE AS TO WHAT IT MEANS.

5.1 WHO IS BOUND BY THIS CONVENANT

This Covenant is:

- 5.1.1 Given by the party or parties who have signed on Page 4 of this document where indicated “Directors/Guarantors Sign Here” (“You”);
- 5.1.2 In favour of Northline Pty. Limited ACN 008 099 063 (“Northline”).

5.2 WHY ARE YOU BOUND

By signing this Covenant, You are requesting Northline to supply services and/or goods to the party that has applied for credit in this application. If Northline supplies goods and services in response to your request, then it will be doing so relying on Your assurance, warranty and agreement that:

- 5.2.1 You have received value for Northline supplying the said goods and/or services;
- 5.2.2 Information that has been provided in this Application is accurate, complete and not misleading in any material respect (whether by omission or otherwise); and
- 5.2.3 That you will pay Northline Receivables.

You will therefore be personally legally bound after you sign this document.

5.3 WHAT THIS DOCUMENT RELATES TO

This Covenant relates to:

- 5.3.1 “Northline Receivables”, being the great of:
 - 5.3.1.1 Any amount of money that is not received by Northline but is, according to the usual trade terms and records of Northline receivable by Northline in exchange for goods and/or services that have been or are hereafter supplied by Northline to the Applicant; and
 - 5.3.1.2 The Amount of money owing by the Applicant to Northline on any account whatsoever from time to time hereafter whether that amount is owing before or after you sign this Covenant; and in either event shall be free of any set off, deduction, counterclaim or reduction of any type and shall include any amount Northline receives but has to or chooses to refund or disgorge (including but not limited to alleged preferential payments).

5.3.2 Northline's "Terms & Conditions of Trade" as amended from time to time and printed on the reverse side of invoices ("the Terms").

5.4 HOW YOU ARE AFFECTED

You hereby Agree:

- 5.4.1 To pay Northline Receivables hereafter as a principal debtor, that is, as the party with the primary obligation to do so and not merely as a surety.
- 5.4.2 As an additional and independent obligation, to guarantee the due and punctual payment to Northline of Northline Receivables and the performance and observance by the Applicant of the Terms.
- 5.4.3 To indemnify and keep indemnified Northline with respect to Northline Receivables and/or non-compliance with the Terms and all losses, damages, costs and legal, collection and repossession expenses which may be incurred by Northline with respect to Northline Receivables and/or non-compliance with the Terms.
- 5.4.4 You are bound on a continuing basis but if Northline head office receives written notice that you revoke the Guarantee then you will not be liable with respect to Northline Receivables that became receivable or in progress after the expiration of 21 clear days after Northline receives that notice.
- 5.4.5 Northline does not have to make any demand or give You or anyone else (including the Applicant) any other form of notice or information with respect to anything whatsoever.
- 5.4.6 You are bound whether or not any other party has signed this document.
- 5.4.7 Your obligations hereunder are not affected by anything including (without limitation) any of the following:
 - (a) the granting to the Applicant, a Co-Surety or any other person of any time waiver or other indulgence or the discharge or release of the Applicant, a Co-Surety or any other person;
 - (b) any transaction or arrangement that may take place between Northline and the Applicant, a Co-Surety or any other person;
 - (c) the liquidation or bankruptcy or any other form of insolvency administration (whether formal or informal) of the Applicant, a Co-Surety, any Guarantor or any other person;
 - (d) Northline exercising or refraining from exercising its rights under any rights, powers or remedies against the Applicant, a Co-Surety, any Guarantor or any other person;
 - (e) the amendment, variation, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part (and either with or without consideration) of any agreement with the Applicant;
 - (f) the failure or omission by the Applicant, a Co-Surety or any other person for the payment of any of the Northline Receivables;
 - (g) Northline obtaining a judgement against the Applicant, a Co-Surety or any other person for the payment of any of the Northline Receivables;
 - (h) any legal limitation, disability, incapacity or other circumstances related to the Applicant, a Co-Surety, any Guarantor or any other person, whether with or without the consent of any person.
- 5.4.8 To indemnify and keep indemnified Northline with respect to all losses, damages, costs and legal, collection and repossession expenses which may be incurred by Northline with your non-compliance with this Covenant.
- 5.4.9 That Northline has notified you that personal information about this guarantee may be given to any credit reporting agency and you agree that Northline may obtain credit information about you or any of you from any credit reporting agency or other credit provider in order to assess you as guarantor or assess your credit worthiness throughout the duration of this Covenant.

DIRECTORS/CUARANTORS SIGN HERE:

Dated thisday of20.....

Signed:Full Name (print)

Address:

Witness' Signature:Full Name (print)

Address:

(If Applicable)

Signed:Full Name (print)

Address:

Witness' Signature:Full Name (print)

Address:

OFFICE USE ONLY

Ledger to be opened under:

Sales Person Responsible:

Account Creation Date: