

A.W BIRCHALL & SONS PTY. LTD. A.C.N. 009 475 567

CREDIT APPLICATION FORM BY A COMPANY

DETAILS OF APPLICANT COMPANY

Name: _____

A.B.N _____

Registered office: _____

Street No: _____ Street: _____

Suburb/City: _____ State: _____ Postcode: _____

Postal Address: _____ State: _____ P/Code: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Nature of Business Carried On: _____

COMPANY ADDRESS

Street No: _____ Street: _____

Suburb/City: _____ State: _____ Postcode: _____

Telephone: _____ Facsimile: _____

DETAILS OF DIRECTORS

Surname: _____ Mr/Mrs/Miss/Ms: _____

Given Names: _____

Home Address:

Street No: _____ Street: _____

Suburb/City: _____ State: _____ Postcode: _____

Telephone: _____

Surname: _____ Mr/Mrs/Miss/Ms: _____

Given Names: _____

Home Address:

Street No: _____ Street: _____

Suburb/City: _____ State: _____ Postcode: _____

Telephone: _____

DETAILS OF ACCOUNTS PERSON

Surname: _____ Mr/Mrs/Miss/Ms: _____

Given Names: _____

Home Address:

Street No: _____ Street: _____

Suburb/City: _____ State: _____ Postcode: _____

Telephone: _____

Has any person(s) named as a director of the Applicant Company ever been bankrupt, insolvent, or made any arrangement with or assignment for the benefit of their creditors? _____

If yes, please provide details: _____

FINANCIAL DETAILS

Name of Trading Bank: _____ Branch: _____

Trade References: (Other credit providers/suppliers)

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

PLEASE READ FOLLOWING CREDIT AGREEMENT AND SIGN WHERE INDICATED

(Please note that this is strictly a 30 day account and all overdue accounts accrue interest)

CREDIT AGREEMENT

1. The Applicant Company (“the Company”) hereby makes application to A.W. Birchall & Sons Pty. Ltd. (“Birchalls”) for a credit facility to enable it to purchase goods on credit to a limit of \$ _____
2. The company states that the details provided by it in support of this application are true and correct in every detail.
3. In the event that, and in consideration of, Birchalls approving this application THE COMPANY HEREBY AGREES:
 - a) To pay for all goods purchased pursuant to this Agreement from Birchalls within 30 days from the end of the month within which goods are purchased (“the due date”).
 - b) That upon failure to pay for any or all such goods by the due date:
 - (i) interest shall be charged on the amount due calculated from the day following the due date until payment at a rate of 21 centum per annum;
 - (ii) Birchalls shall forthwith be at liberty to institute legal proceedings for recovery;
 - (iii) All legal or debt collection costs incurred by Birchalls as a consequence of any recovery proceedings shall be recoverable from the Company.
 - c) That except as provided in the Privacy Act (1988) Birchalls may at any time, without giving any reason therefore, refuse to extend credit to the Company.
4. The company acknowledges that all the terms of this agreement shall have effect during its continuance should this application be approved by Birchalls.

THE COMMON SEAL of _____)

were hereunto affixed in accordance _____)

with its Memorandum and Articles of _____)

Association in the presence of: _____)

Director _____

Secretary _____

NOTE

DIRECTORS MUST COMPLETE THE GUARANTEE AND ACKNOWLEDGEMENTS APPEARING ON PAGE 3 HEREOF AND WHICH FORMS PART OF THIS APPLICATION

DIRECTORS GUARANTEE AND ACKNOWLEDGEMENTS

In consideration of A.W. Birchall & Sons Pty. Ltd. CAN 009 475 567 (“Birchalls”) extending credit to the Applicant Company (“the Company”) WE hereby UNCONDITIONALLY GUARANTEE to Birchalls the due and punctual payment of all moneys which are now or may hereafter become due and payable to Birchalls by the Company under or by virtue of this credit application and the due performance by the Company of each and every obligation on the part of the Company to be observed and performed under the said credit application and any other agreements in respect of the supply of goods by Birchalls to the Company and WE further agree and acknowledge that:

- A. Birchalls has informed us , in accordance with section 18E(8)(c) of the Privacy Act 1988 (“the Act”) that certain personal information about us contained in this application or which may be subsequently be obtained by Birchalls may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to our identity; the fact that an application for credit has been made and the amount of credit sought; details of current providers of credit and details of any credit at least 60 days overdue; cheques twice dishonoured and serious credit infringements.
- B. Birchalls may seek from a credit reporting agency, a credit report containing personal information about us to assess whether to accept us as a guarantor for the credit applied for or supplied to the Company [Section 18K(1)(c) of the act].
- C. Birchalls may give to and seek from any credit providers named in this application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about our credit arrangements. We understand that this information can include any information about our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. [Section 18N(1)(b) of the Act].

We understand the information may be used for the following purposes:

- (I) to assess an application by us for credit;
- (II)to notify other credit providers of a default by us;
- (III)to exchange information with other credit providers of a default by us or status thereof;
- (IV)to assess our credit worthiness;
- (V)our collection of overdue payments;
- (VI)to assess whether to accept us as guarantors for the credit applied for or provided to the Company.

- D. Words importing the singular or plural number include the plural or singular number respectively and words of any gender shall include other gender.

Signature of Director: _____
Date _____

Signature of Director: _____
Date _____

Signature of Accounts Person: _____
Date _____

Office Use Only

- 1. _____ 4. _____
- 2. _____ 5. _____
- 3. _____ 6. _____

Credit Limit Recommended _____ Signature _____
Other Conditions Imposed _____ Date _____

APPROVED/NOT APPROVED