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CONFIDENTIAL CREDIT APPLICATION FORM

COMPANY/SOLE TRADER/PARTNERSHIP 30-DAY ACCOUNT

FULL TRADING NAME OF APPLICATION: DATE:

COMPANY NAME:

ABN:

BUSINESS ADDRESS:

POSTAL ADDRESS: POSTCODE:

PHONE No: FAX No:

TYPE OF BUSINESS: COMMENCEMENT OF BUSINESS:

BANK & BRANCH:

Does the partnership/sole trader operate as a trustee or a trust? If yes provide details:

PROPRIETORS/DIRECTORS

(delete whichever is inapplicable)

1. Surname Given Names Phone

Address

2. Surname Given Names Phone

Address

3. Surname Given Names Phone

Address

..

Company Contact:

ANTICIPATED MONTHLY CREDIT REQUIREMENTS \$

CONDITIONS OF ACCOUNT

- 1. Any complaint as to incorrect charges or non-delivery of goods must be made in writing within seven (7) days of receipt of the invoice rendered in respect of the goods otherwise the goods to which the account refers shall be deemed correctly charged and delivered.
2. The account is to be maintained on a strictly thirty (30) day basis with the actual dates of payment to be advised by REGIS IEM Pty Ltd proprietor's/applicants successors and assigns.
3. Any costs incurred (on solicitor and own client basis) in the recovery or attempted recovery of any monies overdue on the account shall be recoverable in full.
4. A certificate signed by any person in your employ shall be prima facie evidence of the delivery of goods charged to this account the condition of such goods, details of the amount due and owing hereunder, and of any other matter or fact set out in such certificate and such certificate may be used in any Court proceedings.
5. Until such time as your manager informs REGIS IEM Pty Ltd (in writing) of any change in proprietorship, or change in any other particular set out in this application shall remain liable for any goods and/or services supplied or provided or otherwise charged to the within credit account.
6. This credit facility may be withdrawn by the company at any time, without prior notice.
7. The guarantee on the following page of this application is mutually exclusive, and its non-completion in conjunction with this application for whatever reason shall not in any way affect the validity of these conditions.

I/we being the (position) of (Name of Organisation) hereby declare to the best of my/our knowledge that the information on this application form is correct and complete. I/we have read and understood the conditions covering this application and authorized you to make any enquiries deemed relevant to same.

Signed Signed

(Directors/Proprietors)

NAME

NAME

(PLEASE USE BLOCK LETTERS)

(PLEASE USE BLOCK LETTERS)

Phone: 1300 797 747

Fax: 07 5564 6638

E-mail: theteam@regisiem.com

Web: www.regisiem.com

GUARANTEE TO

THIS AGREEMENT is made on the date referred to in item 1 of the Reference Schedule (“the schedule”) between the party referred to in Item 2 of the schedule (“the guarantor”) and REGIS IEM Pty Ltd Electrical Products (“ the supplier”).

IN CONSIDERATION of the supplier agreeing from time to time to supply goods on credit (“the supply agreement”) to the person referred to in item 3 of the schedule (“the customer”) and forbearing for the time being to sue the customer for the recovery of monies owing hereafter to the supplier the guarantor guarantees the payment the customer of all monies which are now or may at any time be owing to the supplier by the customer and the performance by the customer of the terms of the supply agreement and the guarantor further agrees that-

- 1 This guarantee shall be a continuing guarantee and shall not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time or times hereafter of any sum or sums of money for the time being due to the supplier by the customer or by any settlement of account or by any other matter or thing whatsoever but shall extend to cover and be security for all sums of money at any time due to the supplier by the customer not withstanding any such payment liquidation settlement of account or other matter or thing whatsoever..
- 2 The liability of the guarantor shall not be affected by the supplier granting time to or compounding or compromising with or releasing or granting any indulgence to the customer or any other person in respect of the payment of the monies due to the supplier.
- 3 The liability of the guarantor shall not be affected by the determination of the supply agreement by the supplier for non-payment or otherwise and the guarantor guarantees the payment to the supplier of all monies which may be payable by the customer by way of damages or otherwise following upon such determination.
- 4 The liability of the guarantor will not be released or prejudicially affected by any disclaimer of the supply agreement operating under any statute and the guarantor will indemnify and hold the supplier harmless against any loss which may result to the supplier by any such disclaimer.
- 5 Until the supplier shall have received in full all monies owing from the customer the guarantor shall be bound by this deed and in the event of the customer becoming bankrupt or entering into any scheme of arrangement in favour of creditors or being a company entering into liquidation either voluntarily or involuntarily the guarantor shall not be entitled to prove or claim against the trustee or liquidator in completion with the supplier so as to diminish any dividend or any payment which the supplier shall not prejudice or affect the right of the supplier to recover from the guarantor the monies being the subject of this deed.
- 6 In the event of any payment which might be made by the customer to the supplier being or becoming avoided by any statutory provision or otherwise the liability of the guarantor hereunder shall be deemed not to have been discharged in respect of such payment and in the event of any such payment becoming so avoided then it is hereby expressly agreed and declared that the parties to this deed shall forthwith be restored to the rights which each respectively would have it such payment had not been made.
- 7 A statement in writing purporting to be made from the records of the supplier of the amount of monies due by the guarantor at the date mentioned shall be prima facie evidence of the amount of such monies and of other matters therein set out without it being necessary to produce any records to verify the same.
- 8 Except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever used the word “guarantor” shall where there are two or more persons entering into this deed or any collateral agreement by deemed to bind and extend to such persons and any two or greater number of them jointly and each of the n severally and shall mean and include the guarantor, his heirs, executors and administrators or in the case of a company its assigns and when two or more guarantors are parties shall include each or any of their heir, executors and administrators or assigns and the word “supplier” shall mean and include a company as well as a natural person and words importing the singular number or plural number shall include the plural number and the singular number respectively and words importing the masculine gender shall include the feminine gender and words importing the masculine gender shall include the feminine gender and words importing the neuter gender shall include the feminine and/or masculine gender and vice versa.

REFERENCE SCHEDULE

- Item 1 DATE OF AGREEMENT
- Item 2 THE GUARANTOR
- Item 3 THE CUSTOMER

(Name of GUARANTOR)	(Name of GUARANTOR)	(Name of GUARANTOR)
(Address)	(Address)	(Address)
X..... SIGNED SEALED AND DELIVERED By the above named GUARANTOR	X..... SIGNED SEALED AND DELIVERED by the above named GUARANTOR	X..... SIGNED SEALED AND DELIVERED by the above named GUARANTOR
Date.....	Date.....	Date.....