

CREDIT APPLICATION



Trussmaster (NSW) Pty. Ltd
A.C.N. 100 086 815

211 Wisemans Ferry Road, Somersby NSW 2250
PO Box 6126 Gosford West NSW 2250

Telephone [02] 43434000
Fax [02] 43434001

Please read carefully and ensure ALL information requested is provided and is true and correct.
Incomplete applications may result in delays. (PLEASE PRINT CLEARLY)

1. TRADING NAME: _____ ABN: _____
BUSINESS ADDRESS: _____
POSTAL ADDRESS: _____
O/No. Req'd: Yes / No. Estimates monthly credit required: \$ _____ Sales Rep.: _____

2. Business Premises: Owned / Purchasing / Leased
Date business commenced: _____ Nature of business: _____
Office Ph. No.: _____ A/Hours Ph. No. _____ Fax: _____
Bank: _____ Branch: _____ Bank Phone Number: _____
BSB: _____ Account No.: _____

3. TRADE REFERENCES (Minimum of 3 Major suppliers please.)

Name	Contact Name	Phone No.
1. _____	_____	() _____
2. _____	_____	() _____
3. _____	_____	() _____
4. _____	_____	() _____
5. _____	_____	() _____

4. ACCOUNTANTS: _____
AUDITORS: _____
Builders or tradesmen Registration No.: _____

5. PRINCIPLE(S) OF SOLE TRADER / PARTNERSHIP ONLY

(1) Name: _____	(2) Name: _____
Spouse: _____	Spouse: _____
Address: _____	Address: _____
_____	_____
Owned / Purchasing / Rented	Owned / Purchasing / Rented
Date of birth: _____	Date of birth: _____

(Hereinafter referred to as "the Applicant(s)")

6. PTY LTD / LTD COMPANIES ONLY

COMPANY NAME: _____ ACN: _____
REGISTERED ADDRESS: _____
PARENT COMPANY: _____
NAMES OF ASSOCIATED COMPANIES: _____
(Hereinafter referred to as "the Applicant(s)")

FULL NAMES AND ADDRESSES OR DIRECTORS AND SPOUSES

(1) Name: _____	(2) Name: _____
Spouse: _____	Spouse: _____
Address: _____	Address: _____
_____	_____
Owned / Purchasing / Rented	Owned / Purchasing / Rented
Date of birth: _____	Date of birth: _____
License No. _____	License No. _____

7. TRUSTS Is the Applicant a Trustee for a Trust? YES / NO

8. This agreement is deemed to be made at Sydney upon the acceptance of this application by the company and any legal proceedings commenced by any party to this agreement shall be issued out of and heard in the relevant court at Sydney.
9. In the event that this application is approved, the Applicants agree that any credit extended by the company is extended to the parties named in the application and that those parties will be responsible for any debt incurred under this agreement. This obligation will continue notwithstanding any change in or cessation of the constitution of any trust, partnership or company or any change in or cessation of the ownership of any trading or business name.

I/We undertake to notify the company of any change or cessation of ownership by certified or registered mail only within seven days of the date of that change or cessation, and the company shall not be deemed to have actual or constructive notice of such change in or cessation of ownership or constitution except by notice in the manner prescribed in this paragraph.
10. I/We agree to be bound by any attached Conditions of Sale and any variations that may be made by the company to those conditions from time to time without notice of the changes been given to us.
11. I/We hereby undertake and warrant that the information provided by me/ us in this application is true and correct and that I/we will advise the company in writing by certified or registered mail within 7 days of any changes in any of the particulars listed in this application.
12. I/We agree that if the applicant is a Trustee, the trust will indemnify the Trustee for any indebtedness to the company.
13. I/We agree that the applicant is liable for all costs incurred in the recovery of any overdue account, such costs being calculated on a Solicitor/ Mercantile Agent to client basis.
14. I/We acknowledge the company reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all moneys owing shall become immediate due and payable and the company has the right to refuse to deliver further supplies to the customer unless such supplies are paid for by the applicant in cash prior to delivery.
15. I/We agree in accordance with the provisions of the Commonwealth Privacy Act 1988, which disclosure by a credit reporting agency to the company of any relevant information for the purpose of assessing this application may occur.
16. In the event that this application is approved I/we acknowledge and agree that this agreement shall continue with full force and effect for the duration of this credit account.
17. I/We acknowledge the terms of payment as being net cash against statement of account issued every 30 days and agree to pay account keeping charges and interest at 2.5 % per month compounding, until the full amount of the account is paid should the account fall into arrears.

SIGNATURE OF ALL DIRECTORS / PARTNERS / SOLE TRADERS

DATE

APPLICANT

WITNESS

___/___/___

(1) Name: _____
Signature: _____

(1) Signature: _____
Name: _____
Address: _____

___/___/___

(2) Name: _____
Signature: _____

(2) Signature: _____
Name: _____
Address: _____

GUARANTEE AGREEMENT

IN CONSIDERATION OF TRUSSMASTER (NSW) PTY LTD A.C.N. 100 086 815 (“the company”) supplying goods and/ or services on credit to the customer(s) named in the Schedule, I/we

NAME	ADDRESS
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____

(Hereinafter referred to as “the Guarantor(s)”)

Hereby jointly and severally guarantee to the company due payment by the customer for all such goods and/ or services that the company may from time to time supply to the customer so that such payment shall be made in accordance with your usual and customary terms of payment which have been known to the Guarantor(s) and the customer.

AND it is hereby further agreed and accepted by the Guarantor(s) and the company that:-

1. This Agreement shall, subject to Clause 5 below, be a continuous guarantee to the company for all debts contracted by the customer with the company in respect of goods and/ or services supplied to it and all other indebtedness by the customer to the company whatsoever and howsoever arising including (but not limited to) any judgement debt payable by the customer to the company and notwithstanding that from time to time the customer may have repaid all amounts outstanding.
2. The Guarantors are not discharged from their obligations under this Guarantee by reason of any change in the entity or entities constituting “the Applicants” or “the Applicant” referred to in the Items 3 & 4 respectively of the Confidential Application for Commercial Credit Account whether the said entity changes from a sole trader or partnership to an incorporated entity or vice versa or any other changes in the said entity whatsoever.
3. The company is at liberty without notice to the Guarantor(s) at any time and without in any way discharging the Guarantor(s) from any liability herein to grant any time release or indulgence to the customer and to accept payment from it in cash, cheque, or Electronic Funds Transfer.
4. Each Guarantor signing this Guarantee agrees that he/she shall be jointly and severally liable to the company hereunder notwithstanding that some one or more of the above named Guarantors or any other person or persons intended to be a Guarantor or Guarantors in respect of all or any of the said indebtedness and liability of the customer shall refuse or fail to sign this or any other Guarantee in respect thereof AND the company may at its absolute discretion grant releases and discharges as it thinks fit to any one or more of the Guarantors without in any way releasing or limiting the liability of the remaining Guarantors not so released or discharged and those remaining Guarantors hereby agree that they will remain or become liable for the whole of the said indebtedness and liability of the customer to the company and will not be released to the extent that their right of contribution has been taken away or prejudiced by the release or to any other extent.

AND this guarantee shall not be determined by the death of the Guarantor(s) or any Guarantor.

5. Nothing in this guarantee is binding or conditional on the company continuing to supply goods and/ or services to the customer.
6. If the customer is a Trustee of any trust, the Guarantor(s) warrant that the customer has full authority under the Trust Deed to enter into agreements for supply to it of goods and/or services on credit.
7. The Guarantor(s) agree to indemnify the company against any and all losses and expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the customer under its contract with the company, including (but not limited to) any legal expenses incurred by the company in seeking to recover any moneys owing by the customer to the company and any moneys owing by the Guarantor(s) pursuant to the provisions of this Guarantee.

8. If any payment of money, conveyance or transfer of property or charge thereon made or given by the customer or its agent to the company in reduction of its indebtedness to the company be later declared to be void as against any Liquidator of the customer the amount of the debt of the customer to the company which is hereby guaranteed shall include the amount for which credit has previously been given for such payment of money,

conveyance or transfer of property or charge thereon which was declared to be void as against the Liquidators and any discharge or partial discharge of the obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.

9. In consideration of the company agreeing to grant and arranging credit facilities to the customer, the Guarantor(s) agree and accept that any interest, estate, title or rights which the Guarantor(s) now have or may hereafter during the currency of any credit contract or arrangements entered into between the customer and the company (upon acceptance of any application by the customer for credit) acquire in any freehold or leasehold property shall by the force and upon acceptance of that Application by the Company stand charged by the Guarantor(s) (as beneficial owner(s) of that said property) in favour of the company for payment of all moneys owing for any reason whatsoever and all other moneys owing by the customer to the company from time to time howsoever.
10. This Guarantee is deemed to be made at Sydney and any legal proceedings commenced by any party to this Guarantee shall be issued out of and heard in the relevant Court at Sydney and in accordance with the laws of New South Wales.

SCHEDULE OF GUARANTEE

- (b) CUSTOMER (same as Applicant): _____
BUSINESS ADDRESS: _____
- (c) DATED AT: _____ ON _____ 20____
- (d) Full Name, Private Detail of Sole trader / Partners / Directors:
- (1) NAME: _____ SIGNATURE: _____
ADDRESS: _____
WITNESS NAME: _____ SIGNATURE: _____
ADDRESS: _____
- (2) NAME: _____ SIGNATURE: _____
ADDRESS: _____
WITNESS NAME: _____ SIGNATURE: _____
ADDRESS: _____
- (3) NAME: _____ SIGNATURE: _____
ADDRESS: _____
WITNESS NAME: _____ SIGNATURE: _____
ADDRESS: _____