

# Credit Application Form

Name of Customer/Applicant \_\_\_\_\_

A.B.N or A.C.N \_\_\_\_\_

Name of Person/Company owning business \_\_\_\_\_

Business Street Address \_\_\_\_\_

Business Postal Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Speak to \_\_\_\_\_ Position \_\_\_\_\_

Address for Forwarding Accounts \_\_\_\_\_

Type of Business \_\_\_\_\_ Amount of Credit Required \_\_\_\_\_

## HISTORY

Date of Business Commenced \_\_\_\_\_

Name of Accounts/Auditors \_\_\_\_\_

Do you own your Business Premises \_\_\_\_\_

## CREDIT REFERENCES

1. Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

3. Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Please list full names and address' of Directors and Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE READ REVERSE SIDE FOR CREDIT TERMS AND CONDITIONS**



# Terms and Conditions

## *Payment Terms*

Payment of account is required strictly within 30 days of delivery.

## *Price*

Prices quoted are exclusive of freight, delivery charges and insurance unless stated but are inclusive of GST.

## *Return of Goods*

All returns must be authorised by Designline Graphics and invoice numbers and date quoted. All goods are to be returned in the original packaging within 7 days of receipt.

## *Overdue Account*

Designline Graphics has the right to charge an overdue interest at the rate of 12% p.a if an account is not paid by the due date. This amount is subject to change, depending on current interest rates and will be calculated daily.

## *Ownership of goods*

The customer agrees that the terms and conditions shall be deemed to be incorporated in every contract for the supply of goods between Designline Graphics and the customer.

The goods are the responsibility of the customer/receipient upon delivery but remain the property of Designline Graphics until such time as the full payment is received for all monies owing whatsoever by the customer to Designline Graphics whithn the trading terms stipulated above.

Full legal ownership of the goods is retained by Designline Graphics until payment has been received in full.

*Jurisdiction Clause* – in the event of litigation in default of payment, we agree that the action for recovery can be commenced out of the Magistrates Court, Cleveland Qld 4163.

We give Designline Graphics the right to enter our premises and retake possession of the goods and resell the goods.

I/We have read and understood the above terms and conditions and am authorised to sign this application form on behalf of this business and that the information given is true and correct. I also gave permission to Designline Graphics to contact the trade references.

I/We shall cause the guarantors named in the attached guarantee document accept that document.

Signature One \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Signature Two \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

# Personal Guarantee

TO: JALURE PTY LTD ACN 088 086 453 TRADING AS DESIGNLINE GRAPHICS (hereinafter referred to as "the Supplier").

In consideration of the Supplier supplying goods and services to the Customer referred to as the bottom of this form, the Guarantor(s) named below hereby Guarantee the Supplier due and punctual payment by the Customer of all monies which are now payable or may in the future become payable by the Customer to the Supplier for goods & services or both supplied from time to time by the Supplier to the Customer, and indemnify the Supplier against all loss and damage suffered (the "secured moneys") AND it is hereby further agreed as follows:

1. The secured moneys shall include collection fees and legal costs incurred by the Supplier in connection with the default by the Customer.
2. The Supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this Guarantee and Indemnity is binding or conditional upon the Supplier continuing to supply good, services or both to the Customer.
4. That the Supplier may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor(s) shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all Guarantor(s). It shall not be a condition precedent to the issue of any such demand that the Supplier shall have exercised or exhausted its legal rights against the Customer.
5. The Guarantor(s) hereby guarantee and indemnify the Supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured moneys.
6. This Guarantee and Indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of account and shall apply to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity to the Supplier for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or service or both supplied or to be supplied to the Customer.
8. That the Supplier shall be entitled at any time to assign its rights under this Guarantee and Indemnity to its successors, nominated transferees or assigns, (including but not limited to the principal contract), & further vary the Trading Terms and Conditions originally attached to the Commercial Credit Application of the Customer nominated below, without notice to the Guarantor(s) and Indemnifier(s), & that this Guarantee and Indemnity shall not be in any way affected or discharged pursuant to such assignment or variation.
9. That the terms of this Guarantee and Indemnity are binding (if more than one) jointly on us & severally on each of us & shall not be affected notwithstanding that one or more of the intended co-guarantor(s) have not executed this Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s).
10. The Guarantor(s) certify that they have obtained all the independent commercial financial & legal advice required prior to signing this personal Guarantee & Indemnity.
11. In the event of default by the Customer, and the Supplier exercises its rights under this Guarantee and Indemnity then the Guarantor(s) hereby charge all their property(ies) owned/partly owned, or may be acquired in the future, solely or jointly by the Guarantor(s) in favour of the Supplier, to better secure any or all monies owing to the Supplier as of the date of the default by the Customer, with the due & punctual observances and performances of all of the obligations of the Guarantor(s) hereunder. The Guarantor(s) acknowledges that the Supplier may at its discretion register a Caveat on such property in respect of the interest conferred on it under this clause.
12. The Guarantor(s) agree that the Supplier may seek from a Credit Reporting Agency, a Credit Report containing personal information about me/us to assess whether to provided to, the Customer.
13. I/We agree that if the Supplier approves the Customer's application for Commercial Credit, this agreement to seek credit reports from time to time, remains in force until the Commercial Credit facility covered by the Customer's application ceases.

This is to Certify that I/We have read, understood and accept the terms and conditions of this Personal Guarantee and Indemnity and without undue pressure affix my/our Signature hereunto. I/We acknowledge having received a copy of this said Personal Guarantee and Indemnity.

Customer Name: \_\_\_\_\_ Signed by Guarantor: Name (print): \_\_\_\_\_

Executed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ Address: \_\_\_\_\_

Signed by Witness: Name (print): \_\_\_\_\_ Signed by Guarantor: Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_