

APPLICATION FOR CREDIT ACCOUNT

SQUIDGY PTY LTD TRADING AS:



EAGLES

The Plumbing Shop

Head Office: 41 Forge Street, Blacktown NSW 2148
ABN 50 479 303 288

Telephone: 02 9622 0277 Facsimile: 02 9831 2870

PLEASE PRINT ALL DETAILS

Application is made on behalf of _____,
(Company name or Trading Name of Individual/s)
(hereinafter called "The Buyer"), for a Commercial Credit Facility with **SQUIDGY PTY LIMITED (A.B.N. 50 479 303 288)** (hereinafter called **SQUIDGY**), its Subsidiaries, successors, transferors, transferees, assigns and related Companies, for the supply of goods to the Buyer upon credit in accordance with the Condition of this Application which are acknowledged as being received, read and understood.

Details of Account Customer :- (Tick as appropriate)

1. Company/Corporation Partnership Sole Trader

If a Company or Corporation:-

2. Company/Corporation Name:
Australian Business No: (A.B.N):
Registered Address:
Trading As:
Trading Address:
Is it a Trust?
Incorporation Date/Registered Date:
Total Share Value of the Company:
Paid up Capital:
Telephone: ()
Email:.....

If a Partnership or Sole Trader:-

3. Business Name:
Proprietor(s):
Australian Business No. (A.B.N):
Principal Place of Business:
Telephone: ()
Email:.....

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**** COMPLETING AND EXECUTING THESE FORMS AND ONCE RETURNED TO THE SUPPLIER WILL BE DEEMED THAT THE PARTIES NAMED WITHIN THE DOCUMENTS HAVE EITHER SOUGHT THEIR LEGAL ADVICE OR IN TURN WAIVED THEIR RIGHT TO IT ****

**Particulars of all parties to this Facility are required below.
Full Names & Addresses of Directors – Partners - Sole Traders:**

4.	Full Name	Private Address	Do you own your own Home? - Y/N.
.....
.....
.....

Operational Details:-

5. Does the Buyer hold any Industry Licence?.....

Nature of Licence:

Who holds the Licence on behalf of the Buyer:

Type of Business/Trade:

Established For:.....Years.

Account Name:

Postal Address for Accounts:

Phone No. (Business): () (After Hours): ()

Email:.....

Name of Contact: Fax No: ()

Bankers:..... Branch:

Trading Address:/Principal Place of Business - are they,

At Home Rented Owned Owned but Mortgaged

If Mortgaged/Rented, to whom:

Trade References:-

6.	Name:	Town:	Phone No:
1:	()
2:	()
3:	()

Trading Terms & Conditions of Credit Facility:-

These Terms and Conditions of Sale form part of the Commercial Credit Facility Application signed by the applicant, which when approved by "SQUIDGY PTY LIMITED", (Hereinafter called SQUIDGY), binds the parties and the Buyer acknowledges and agrees:-

- a) Unless otherwise nominated by SQUIDGY, the Buyer shall make payment for all goods ordered/purchased by the Buyer for and all services provided by SQUIDGY, in accordance with these Conditions of Sale.
- b) SQUIDGY may, at any time and from time to time alter, amend, add or delete its Conditions of Sale, and the Buyer shall comply with SQUIDGY, Conditions of Sale, which may be varied from time to time without notice to the Buyer.

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(3)

- c) All orders placed by the buyer and/or anyone on their behalf will be subject to these terms and conditions of sale, unless expressly agreed to in writing by SQUIDGY to the Buyer or its representative.
- d) SQUIDGY shall not be liable for any claim, loss, damage or expense whatsoever or however arising which is made by the Buyer from the sale of goods to it by the Seller, except as specifically stated herein or as imposed by statute and varied herein.
- e) SQUIDGY shall not be liable to the Buyer for any claim, loss or expense incurred or incurable by the buyer arising from any delays, shortage or goods which may be unavailable at the time of expected delivery, except as specifically stated herein or as imposed by statute and varied herein.
- f) The Buyer agrees and undertakes to inform SQUIDGY of any change in their Trading entity, in the event they incorporate same (IE: Partnership/Sole Trader to Ltd or Pty Ltd). Notification must be in writing from the Buyer to SQUIDGY, and the Buyer must receive written acknowledgment from SQUIDGY of their acceptance of same. In the event written acknowledgment is not received by the Buyer with respect to contents of this clause, the original Buyers liability will continue to exist with SQUIDGY, as though no change of the Buyer's entity occurred.
- g) A Certificate signed by any Director, Secretary, Administration Manager, Credit Manager or authorised Agent of SQUIDGY stating the balance of the monies due to the SQUIDGY by the Buyer shall be prima facie evidence of the indebtedness of the Buyer to SQUIDGY at the date of the Certificate.
- h) Trading Terms are strictly **30 Days**, unless otherwise stated by SQUIDGY, and payment is to be received by SQUIDGY, within **30 Days**, following the date of invoicing.
- i) SQUIDGY will accept returns for credit up to 7 days from the date of the order being delivered but reserves the right to charge a re-stocking fee when returns for credit are accepted. SQUIDGY will only accept returns due to cancellation of the specific original customer order or other acceptable reason as agreed with its staff. Goods which are agreed to be returned for credit must be delivered at the buyer's expense and if they are used, damaged or broken, they will not be accepted for credit.
- j) SQUIDGY warrants that goods sold by it are free from defects in material and workmanship. SQUIDGY obligation and liability to the Buyer with respect to goods and services supplied and all terms, conditions, warranties and representations that might otherwise be implied by statute or otherwise, are hereby excluded. Certain legislation including Trade Practices Act 1974, imply warranties or conditions for impose obligations upon SQUIDGY which cannot be excluded, restricted or modified. Where such statutory provisions apply to the extent to which SQUIDGY is entitled to do so, its liability shall be limited at its option to:-
- (i) in the case of supply of goods, the replacement of the goods or supply of equivalent goods; or
(ii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
(iii) the payment of the cost of having the goods repaired; or
(iv) the repair of the goods.
In the case of services, the supply of the services again or the payment of the cost of having services supplied again.
- k) To the extent permitted by law and subject only to express exceptions contained in these conditions, SQUIDGY shall under no circumstances be liable in any way whatsoever to the Buyer for any form of loss, damage or expense sustained or incurred by the Buyer or any other party in consequence of or result in directly or indirectly out of the supply of goods or services by SQUIDGY.
- l) The Buyer hereby agrees and acknowledges that, at the absolute discretion of SQUIDGY, a default interest at the rate of **1.50% per month, (18% per annum)**, will be levied and payable by the Buyer for any amounts outstanding beyond these Trading Terms.
- m) The Buyer agrees that in the event their account is in default of the Trading Terms, the Buyer indemnifies SQUIDGY, against all its Collection Costs and Legal costs/expenses as a result of the matter being referred out to a Mercantile/Debt Collection Agent and/or Solicitor for recovery. The Buyer notes the advice from SQUIDGY that collection Costs could amount to as much as **12%** of the total amount recoverable against the Buyer.
- n) The Buyer(s) agrees to SQUIDGY approaching any credit reporting agency to obtain a credit report for the purpose of assessing whether to accept the Buyers in respect of credit being applied for or continued to be provided to the Buyer. (In accordance with the PRIVACY ACT OF 1988).
- o) The Buyer agrees that in the event their account is in default of the Trading Terms, the Buyer authorises and consents to SQUIDGY to register a payment default with any credit reporting agency or company, until such time all monies owing at the time is paid by the Buyer to SQUIDGY.

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(4)

- p) Ownership of all goods and materials supplied by SQUIDGY shall not pass to the Buyer and the right title and interest in such goods will always remain vested in SQUIDGY, until such time as all goods supplied by SQUIDGY are paid for by the Buyer.
- q) Until such time as all such goods supplied by SQUIDGY have been paid for, such goods shall be stored separately from other goods and any monies received by the buyer from its customers in relation to such goods shall be held in a separate account.
- r) The Company and/or individual person(s) referred to in Section (2), (3) and/or (4) of this application, hereby Charge all their Right, Title, Interest (If any) in the property or properties referred to in Section (2), (3) and (4) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of SQUIDGY PTY LIMITED (SQUIDGY), with the due and punctual observance and performance of all of the obligations of the Buyer. Such person(s) acknowledge that SQUIDGY PTY LIMITED (SQUIDGY) may at its discretion register and lodge a Caveat/s on such property or properties in respect of the interests conferred on it under this clause. Such registration of a Caveat/s by SQUIDGY over the Customer/s property/ies shall not be challenged by the Customer and/or any other proprietor of the subject land in any way whatsoever, and the Customer and/or any other proprietor of the subject land agrees to with-hold filing a "Lapsing Notice" or any other Application via the Land Titles Office or the N.S.W. Supreme Court to have the Caveat removed, until such time the Buyer/Customer has paid all monies owing by it to SQUIDGY as claimed from time to time.
- s) This is to certify that the persons named below, have read, comprehended and accept the above-mentioned terms and conditions and further without undue influence or unfair pressure append my/our signature(s) hereunto. I/We further acknowledge having received, read and understood this application in its entire contents and further wholly understand the Conditions of Sale in respect to this Application for Credit.
- t) If the applicant is a company/corporation, personal guarantees will be required by the Directors and Shareholders prior to credit facilities being approved.

TO BE SIGNED BY ALL DIRECTOR/S OF A COMPANY, SOLE TRADER/S, PARTNERSHIP APPLICANTS:-

Buyer Signature:..... Title:

Name:..... Date :

Buyer Signature:..... Title:

Name:..... Date :

Name, Address and Signature of Witness:-

Name:

Signed: Date:

Address:.....

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OFFICE USE ONLY:-

BRANCH DISCOUNT REPRESENTATIVE REPRESENTATIVE ASSIGNED TO A/C

DRIVERS LICENCE
COPY OBTAINED BY APPLICATION FOR CREDIT APPROVED BY
AUTHORISED SIGNATURE

(1)

SQUIDGY PTY LIMITED (A.B.N. 50 479 303 288)
Head Office : 41 Forge Street, Blacktown NSW 2148
Telephone : (02) 9622 0277, Facsimile : (02) 9831 2870

DEED OF GUARANTEE AND INDEMNITY

TO: SQUIDGY PTY LIMITED (A.B.N. 50 479 303 288)
(Hereinafter called SQUIDGY) and its subsidiaries, successors, transferors and other related Companies.

In consideration of you agreeing at my/our request (hereby confirmed) to supply (either past, now or at some future time) or to continue to supply or to cause to be supplied at your cost to the person(s) identified below as your customer (hereinafter referred to as "The Buyer") goods and services on credit the person(s) identified below as Guarantor(s) (hereinafter referred to as "The Guarantor(s)") HEREBY GUARANTEES the due payment by the Buyer of all monies now due and owing or hereafter becoming due and owing by the Buyer on any account whatever (including on account of goods sold and services supplied and work done) to "The Buyer" AND the Guarantor(s) agrees.

- (a) That this Deed of Guarantee and Indemnity is a continuing Guarantee and Indemnity and if the Guarantor(s) is/are a person shall bind the estate of the Guarantor(s). If there is more than one (1) guarantor, then the liability under this Guarantee is joint and several.
- (b) That if the Guarantor(s) is/are a Corporation the Guarantor(s) will not while any monies are owing to you by the Guarantor(s) claim or receive the benefit of any dividend or payment in a winding up of the Customer and will not prove or claim in a winding up of the Buyer nor in any scheme of arrangement relating to the Guarantor(s) in completion with you so as to diminish any dividend or payment which but for such proof or claim you would be entitled to receive and that receipt of any payment by you out of a winding up of the Guarantor(s)/Buyer or any scheme of arrangement relating to the Guarantor(s)/Buyer shall not affect your right to recover from the Guarantor(s) under this Guarantee.
- (c) That if the Buyer is a natural person the Guarantor(s) will not while any monies are owing to you by the Buyer claim or receive the benefit of any dividend or payment under a Bankruptcy of the Buyer nor in any arrangement with creditors relating to the Buyer in completion with you so as to diminish any dividend or payment which but for such proof or claim you would be entitled to receive and that receipt of any payment by you out of winding up of the Guarantor(s)/Buyer or any scheme of arrangement relating to the Buyer shall not affect your right to recover from the Guarantor under this Guarantee.
- (d) That if a Guarantor(s) is a Corporation this guarantee shall not be affected, revoked or discharged by the winding up of the Guarantor(s)/Buyer.
- (e) That no security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release settlement or discharge which may have been given or made on the faith of any such security or payment shall prejudice or affect your right to recover under this Guarantee from the Guarantor(s) and to enforce this guarantee and in the event of any such security or payment being voided you shall be restored to the rights which but for any such voidance you would otherwise have had.
- (f) That any sum of money which may not be recoverable by you from the Guarantor(s) on the footing of this guarantee whether by reason of any legal limitation disability or incapacity, on or behalf of the Buyer in relation to any other circumstance shall nevertheless be recoverable from the Guarantor(s) as principal debtor in respect thereof, irrespective whether or not the monies are paid to you under any arrangement.
- (g) That the liability of the Guarantor under the guarantee shall not be impaired or discharged by reason of any time or other indulgence granted by you to the Guarantor(s) or by any arrangement entered into whereby your rights are in any way modified or abrogated and that no notice of the granting of any time or indulgence or of entering into of any arrangement need be given to the Guarantor(s).
- (h) That any notice or demand to be made by you upon the Guarantor shall be deemed to be duly made and given if same is in writing signed by the Secretary or any authorised person of your company and is left in an envelope addressed to the Guarantor at the address of the Guarantors shown below or posted to the Guarantor at that address.
- (i) A Certificate signed by any Director, Secretary, Administration Manager, Credit Manager or authorised Agent of SQUIDGY stating the balance of the monies due to the Company by the Customer shall be conclusive ("Prima Facie") evidence of the indebtedness of the Guarantor(s) to the Company at the date of the Certificate.

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(2)

- (j) If more than one person is the Guarantor then the liability of those persons under this Guarantee is a joint and several liability and every reference to the Guarantor shall apply to and bind each of those persons.
- (l) The Guarantor(s) agrees for SQUIDGY PTY LIMITED (SQUIDGY) to approach any credit reporting agency in allowing them to obtain a credit report for the purposes of assessing whether to accept the Buyers in respect of credit being applied for or provided to the Buyer.
- (m) The Guarantor(s) agrees that in the event their account is in default of the Trading Terms, the Guarantor(s) authorises and consents to SQUIDGY to register a "Payment Default" with the Credit Advantage Limited, until such time all monies owing at the time is paid by the Buyer to SQUIDGY.
- (n) The Guarantor(s) agrees and undertakes to inform SQUIDGY of any change in their Trading entity, in the event they Incorporate same (IE: Partnership/Sole Trader to Ltd or Pty Ltd). Notification must be in writing from the Guarantor(s) to SQUIDGY, and the Guarantor(s) must receive written acknowledgment from SQUIDGY of their acceptance of same. In the event written acknowledgment is not received by the Buyer with respect to contents of this clause, the original Guarantor(s) liability will continue to exist with SQUIDGY, as though no change of the Guarantor(s) entity occurred.
- (o) The Guarantor(s) hereby agrees and acknowledges that, at the absolute discretion of SQUIDGY, default interest at the rate of **1.50% per month (18% per annum)**, will be levied and payable by the Guarantor(s) for any amounts outstanding beyond the agreed Trading Terms.
- (p) The Guarantor/s agree/s that in the event their account is in default of the agreed Trading Terms, the Guarantor(s) indemnifies SQUIDGY, against all its Collection Costs and Legal costs/expenses as a result of the matter being referred out to a Mercantile/Debt Collection Agent and or Solicitor for recovery, which SQUIDGY discloses could amount to as much as **12%** of the total amount recoverable against the Buyer.
- (q) To secure payment of all monies which may become payable by the Guarantor(s) to the Company under this guarantee, the Guarantor(s) hereby charges with the due payment of those monies all of the Guarantor(s) interest, right and title in any real property both (a)present, and (b)future, and the Guarantor(s) consents to SQUIDGY PTY LIMITED (SQUIDGY), lodging and registering a Caveat(s) noting its interests hereunder without challenge by the buyer or the Guarantor(s). Such registration of a Caveat/s by SQUIDGY over the Customer/s property/ies shall not be challenged by the Guarantor/s and/or any other proprietor of the subject land in any way whatsoever, and the Guarantor/s and/or any other proprietor of the subject land agrees to with-hold filing a "Lapsing Notice" or any other Application via the Land Titles Office or the N.S.W. Supreme Court to have the Caveat removed, until such time the Buyer/Guarantor has paid all monies owing by it to SQUIDGY as claimed from time to time.

DATED THIS DAY OF

Name of Customer ("the Buyer").....

*Name of Guarantor:

*Name of Guarantor:

*Signed by Guarantor:.....

*Signed by Guarantor:

*Date Signed:

*Date Signed:

*Name of Witness:.....

*Signed by Witness:

*Address of Witness:.....

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