

Credit Application



Sanwa Pty Ltd
ABN 96 000 904 987

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www.sanwa.com.au

Locked Mail Bag 362
Edgecliff, NSW 2027 Australia

Suite 201, 2nd Floor
100 New South Head Road
Edgecliff NSW 2027 Australia

Application and agreement for credit account - Strictly Confidential.

Applicant/Customer

Company/Business Name
Street Address
Suburb State Postcode
Phone Number Fax Number
Accounts Payable Contact Email

Directors/Owners Details

Full Name of Directors/Owners	Private Address	Telephone Number
.....
.....
.....

Business Details

Nature of Business
No. of Years Established No. Of Employees
Are Premises Owned? Leased? Term Of Lease
Are You Self-Employed? A Company? A Business?
A.C.N. _____ A.B.N. _____
Web Address Email Address
Have You, The Company or Business Traded With Us Before? Yes No
Name of Bank
Branch Account No



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Trade References - 3 Current

Name of Referee	Address	Telephone Number
.....
.....
.....

Credit Facilities

Estimated Credit Facilities Required: \$

For Office Use Only

Customer Number	Trader
Trading Terms	Insurance Required? Yes __ No __
Credit Limit	Credit Insurance Approved? Yes __ No __
Application Accepted and Authorised By	
Date of Acceptance / /.....	

We hereby request that you allow me/us credit for such goods and/or services sold to me/us and that you do not require payment upon delivery of such goods or services and in consideration of your so doing and in order to induce you, in your discretion, to grant such credit facilities to me/us, I/We represent and warrant to you that the particulars set out in this Application are true and correct in every particular. I/We agree to be bound by the terms and conditions contained in this Application and in relation to the Privacy Act 1988, I/We acknowledge notification by you of the matters set out in Clause A and agree that you may exercise your rights and do the things set out in Clauses B, C and D herein. I/We acknowledge and agree that this application shall be deemed accepted and binding upon endorsement to that effect by Sanwa Pty Ltd in the section herein labelled "For office use only" whether or not such endorsement is communicated to me/us.

Signature

Position

Date / /.....

Most Important - Privacy Act 1988

- A. NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY**
Under Section 18E(8)(c) of the Privacy Act, Sanwa Pty Ltd is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:
- (i) Identity particulars (as permitted by the Privacy Commissioners determination issued under Section 18E(3)).
 - (ii) The fact that you have applied for credit and the amount.
 - (iii) The fact that Sanwa Pty Ltd is a current credit provider to you.
 - (iv) Payments, which become overdue more than sixty days, and for which collection action has commenced.
 - (v) Advice that payments are no longer overdue.
 - (vi) Cheques drawn by you which have been dishonoured more than once.
 - (vii) In specified circumstances, that in the opinion of Sanwa Pty Ltd, you have committed a serious credit infringement.
 - (viii) That credit provided to you by Sanwa Pty Ltd has been paid or otherwise discharged.
- B. AGREEMENT THAT SANWA PTY LTD MAY SEEK COMMERCIAL CREDIT INFORMATION (SECTION 18L(4) PRIVACY ACT 1988)**
If Sanwa Pty Ltd considers it relevant to assess my/our application for personal credit, I/We agree to Sanwa Pty Ltd obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
- C. AGREEMENT THAT SANWA PTY LTD MAY SEEK CONSUMER CREDIT INFORMATION (SECTION 18K(1)(B) PRIVACY ACT 1988)**
If Sanwa Pty Ltd considers it relevant to assess my/our application for commercial credit, I/We agree to Sanwa Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Sanwa Pty Ltd.
- D. AGREEMENT TO SANWA PTY LTD SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT MY/OUR CREDIT WORTHINESS (SECTION 18A(1)(B) PRIVACY ACT 1988)**
I/We agree that Sanwa Pty Ltd may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/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.

Credit Agreement

TO: SANWA PTY LTD of Suite 201, 2nd Floor, 100 New South Head Road, Edgecliff NSW 2027.

Should the Application for Credit be approved in favour of the Applicant/Customer whose name appears herein then the Applicant/Customer agrees to the due and punctual payment and performance by the Applicant/Customer of all its obligations and other liabilities in respect of all the contracts and agreements entered into with the Supplier and in addition agrees, undertakes and acknowledges as follows:-

- (a) To pay for all goods, services and other products ("the goods") purchased from the Supplier no later than the last day of the month following the month in which the goods are supplied and irrespective of the date upon which any invoice or statement for or in respect of such goods is received by the Applicant/Customer, or within such other period of time which prior to or at the time the goods are supplied is notified to the Applicant/Customer by the Supplier. Should the Applicant/Customer fail to pay for any goods in accordance with the provisions of this clause, then the whole amount then owing by the Applicant/Customer to the Supplier in respect of the goods (including any amounts which would not otherwise be payable until a later date) shall become immediately due and payable.
- (b) That apart from the terms and conditions contained in this Credit Agreement all sales of goods to the Applicant/Customer are subject to the current trading terms and conditions of the Supplier as determined by the Supplier from time to time, provided that any change in the trading terms and conditions of the Supplier shall apply only to transactions taking place thereafter.
- (c) That for the purpose of this Credit Agreement a certificate signed by any manager or officer of the Supplier stating that any amount is the amount in which the Applicant/Customer is at that time in debt to the Supplier shall be conclusive evidence of the truth of its contents and binding upon the Applicant/Customer unless there is a manifest error on the face of the certificate, provided that if in any circumstances the preceding provisions of this paragraph shall be ineffective at law the certificate shall be prima facie evidence of the matters contained therein.
- (d) That the Supplier may at any time and without assigning any reason therefore refuse to extend any credit to the Applicant/Customer.
 - (e) That in the event that the Applicant/Customer:
 - (i) shall become bankrupt; or
 - (ii) being a company an application shall be made to wind up the Applicant/Customer, or a receiver, a receiver and manager or an official manager shall be appointed in respect of the Applicant/Customer; or
 - (iii) shall make an arrangement or composition with the creditors of the Applicant/Customer or attempt to make such an arrangement or composition; or
 - (iv) shall be unable to pay the debts of the Applicant/Customer as they fall due; or
 - (v) shall cease business; or
 - (vi) shall have execution levied against any of the assets of the Applicant/Customer, then all monies then owing to the Supplier (including any amounts which would not otherwise be payable until a later date or dates shall become immediately due and payable.



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(f) That the goods supplied by the Supplier shall remain the property of the Supplier until such time as the Supplier has received the full payment therefore but subject to this limitation the Supplier acknowledges that the Applicant/Customer may deal, sell or trade with the goods in the normal course of business providing that the Applicant/Customer shall pay to the Supplier the agreed price of the goods in accordance with the terms and conditions of this Credit Agreement and the trading terms and conditions of the Applicant/Customer and pending payment to the Supplier shall set aside in a separate bank account the proceeds of sale obtained by the Applicant/Customer in respect of the goods. So long as the goods shall remain the property of the Supplier pursuant to this clause the relationship between the Supplier and the Applicant/Customer shall be fiduciary and the Applicant/Customer shall hold the goods as bailee for the Supplier separately from other goods held by the Applicant/Customer. Notwithstanding the foregoing provisions of this clause, so long as the goods shall remain the property of the Supplier pursuant to the provisions of this clause the Applicant/Customer shall maintain the goods in the same order and condition as when supplied by the Supplier to the Applicant/Customer and the Applicant/Customer shall bear all risk in respect of the goods. Should any of the events specified in paragraph (e) of this Credit Agreement occur so that all monies owing by the Applicant/Customer to the Supplier shall become immediately due and payable, then the Supplier shall have the immediate right of retaking possession of the goods wherever they may be without the necessity of giving any prior notice to the Applicant/Customer and the Applicant/Customer acknowledges and authorises the Supplier or its servants or agents to enter the premises upon which the goods shall be situated and to retake possession of the goods and further acknowledges that the Supplier shall not be liable for any

costs, losses, damages or other expenses suffered by the Applicant/Customer or any third party in respect of such taking of possession and all such costs, losses, damages or other reasonable expenses incurred by the Supplier or on its behalf or by any third party shall be paid by the Applicant/Customer to the Supplier upon demand.

(g) No failure on the part of the Supplier to exercise any of its rights, powers, discretions and remedies pursuant to this Credit Agreement or at law, or any delay on the part of the Supplier in exercising any such rights, powers, discretions and remedies, shall operate as a waiver thereof, nor shall any single or partial waiver of any such rights, powers, discretions and remedies preclude any further exercise thereof or the exercise of any other rights. Any waiver or consent by the Supplier under this Credit Agreement is effective only if in writing signed by the Supplier or by any manager or officer of the Supplier and then only to the extent expressly stated in such writing.

(h) This guarantee shall not be determined or anyway prejudiced by but is to continue by binding upon the Guarantor/s notwithstanding any change which shall or may be made by death or otherwise in the customer or in the person or persons now or hereafter constituting the customer and notwithstanding that the guarantor either or any of both ceases to be directors of the customer and notwithstanding the customer's amalgamation with or iris absorption of or by any other Corporation, Company Firm or Partnership.

THE APPLICANT/CUSTOMER hereby agrees to each and every term and condition contained in this Application and the above Credit Agreement and further agrees to be bound thereby. The Applicant/Customer acknowledges having read and understood all such terms and conditions.

Dated the

Day of 20

Applicant/Customer

Self Employed Trader

Signed by the Applicant/Trader

Signature

Full Name of Signatory

Partnership or Company

Signed for and on behalf of the Applicant/Customer

Signature

Full Name of Signatory

Capacity or Office



Application and agreement for credit account

To the Supplier - (Sanwa Pty Ltd – A.B.N. 96 000 904 987) Agreement To Guarantee And Indemnify And Charge

WE GUARANTEE payment of all monies and performance of all obligations by the Applicant/Customer or any of us arising from any dealing with you whatsoever.

WE INDEMNIFY YOU against all losses you sustain whatsoever as a result of any dealing you have with the Applicant/Customer or any of us.

WE AGREE:

- (a) To pay to you any amount certified by you as payable before we become entitled to dispute whether that amount is payable.
- (b) That this Guarantee shall remain effective notwithstanding any conduct or event which, but for this clause may have the effect of releasing the Applicant/Customer or any of us.
- (c) This Guarantee is signed by us both in our personal capacity and as Trustees of each and every trust of which we are Trustees.

WE CHARGE in your favour all of our estate and interest in any asset or trust asset, and including any land in which we now have any interest (or in which we later acquire any interest) with payment of all monies owed to you by the Applicant/Customer or any of us, including all legal costs

incurred by you in enforcing the terms of this Credit Agreement and Agreement to Guarantee and Indemnify and Charge on a full indemnity basis.

CONSIDERATION: You grant credit from time to time to the Applicant/Customer or any of us AND forbear from taking any legal action for 30 days against the Applicant/Customer or any of us.

PROPER LAW: We agree that this Agreement to Guarantee and Indemnify and Charge and any claim and/or dispute between the Supplier, the Applicant/Customer or any of us at all shall be governed by New South Wales law and heard in the appropriate New South Wales Court.

DEFINITIONS:

- (a) "You" and "Your" shall be a reference to each of the companies listed below as the "Supplier" jointly and severally.
- (b) "We" and "Us" shall be a reference to each of the Guarantors and the Applicant/Customer jointly and severally.

The Parties:

The Supplier

Sanwa Pty Ltd (A.B.N. 96 000 904 987)

of Suite 201, Level 2, 100 New South Head Road, Edgecliff NSW 2027

The Applicant/Customer

.....
of

The Guarantors

1. Name Signature
of
Witness Print Name of Witness

2. Name Signature
of
Witness Print Name of Witness

3. Name Signature
of
Witness Print Name of Witness