



PO BOX 2325, WERRIBEE. 3030.
03 9741 7999

CREDIT APPLICATION 30 day account

Business Name

Type of Business ABN

Street Address

Postal Address

Telephone Email

Name of person/s or company owning business

Full name/s, address/s of sole trader or partners in business or, if a company, full names and addresses of Directors

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Bank Branch

Credit Required \$Accounts Payable contact person

Accounts Payable Email

Trade References

1. Name

Address

Contact PersonPhone No.

2. Name

Address

Contact PersonPhone No.

3. Name

Address

Contact PersonPhone No.

TERMS AND CONDITIONS

MAD BROTHERS EARTHMOVING PTY LTD (THE COMPANY)

DATE

1. The Applicant warrants that the information provided is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing below warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on its behalf.
3. In the event of Mad Brothers Earthmoving Pty Ltd granting credit facilities to the Applicant then:-
 - (a) All accounts are to be settled in full within the agreed trading terms noted on the Mad Brothers Earthmoving Pty Ltd statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
 - (b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to Mad Brothers Earthmoving Pty Ltd shall immediately become due and payable. Mad Brothers Earthmoving Pty Ltd shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment.
 - (c) Any expense and/or costs or disbursements incurred by Mad Brothers Earthmoving Pty Ltd in recovering any outstanding monies including debt collection agency fees and legal costs, shall be paid by the Applicant.
 - (d) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Mad Brothers Earthmoving Pty Ltd. In that event, all monies owing to Mad Brothers Earthmoving Pty Ltd will be immediately due and payable.
 - (e) Mad Brothers Earthmoving Pty Ltd may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as Mad Brothers Earthmoving Pty Ltd shall in its discretion think fit. Mad Brothers Earthmoving Pty Ltd shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.
4. Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to Mad Brothers Earthmoving Pty Ltd.
5. The Applicant and, in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to Mad Brothers Earthmoving Pty Ltd obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist Mad Brothers Earthmoving Pty Ltd in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorises and consents to Mad Brothers Earthmoving Pty Ltd agencies and credit providers (including identity particulars and details or overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph "report" and "information" include any credit report originating from a credit reporting agency or any other record or information that has bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.
6. The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.

Signature Full Name Witness

Signature Full Name Witness

DIRECTORS GUARANTEE

Name of Company

Name of Directors

1. The supplier has provided or is to provide credit facilities to the Company at the request of the Directors named above.
2. The Directors jointly and severally guarantee to the supplier the due performance by the Company to the supplier of whatsoever nature and howsoever arising.
3. The guarantee should be a continuing guarantee for the purport of securing the performance of the whole obligations of the Company.
4. The Directors may only be released from this guarantee in the following events:
 - a) By agreement of the supplier or,
 - b) By giving notice in writing to the supplier by certified mail of the renunciations of this guarantee which renunciation shall be effective of all facilities loan and accommodations provided to the company by the supplier on or after the date of the receipt by the supplier of such intimation, and not otherwise.
5. The Directors covenant with the supplier to indemnify the supplier in respect of all and any loss caused by the failure of the company to adhere to the obligations of the company to the supplier.
6. In the event of default of the part of the company the supplier shall be entitled any time thereafter to take action against any of the Directors to recover the whole or any part of monies outstanding to the supplier by the company irrespective of the taking or otherwise of any action against the company.

SIGNED sealed and delivered by each of the above Directors:

Name Signature

Name Signature

In the presence of: Name Signature