

## APPLICATION FOR A CREDIT ACCOUNT

*(Please complete all sections of this form and sign where applicable)*

1) Registered Trading Name \_\_\_\_\_

2) Registered Company Name \_\_\_\_\_

3) Sole Trader(  ) Partnership(  ) Company(  ) Association(inc.)(  ) Trust(  ) (name of Trustee)\_\_\_\_\_

4) A.B.N. \_\_\_\_\_ Date Business Ownership Commenced: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

5) Business Address \_\_\_\_\_

6) Delivery Address \_\_\_\_\_

7) Sales / Orders Contact Name \_\_\_\_\_ Do you use purchase orders: Yes(  ) No(  )

Phone No (  ) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax No (  ) \_\_\_\_\_ E-Mail \_\_\_\_\_

8) Bank Account Bank & Branch BSB: \_\_\_\_\_ Account: \_\_\_\_\_

9) Accounts Contact Name \_\_\_\_\_ Do you Require a Statement: Yes(  ) No(  )

Phone No (  ) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax No (  ) \_\_\_\_\_ E-Mail \_\_\_\_\_

10) Full Names and Details of Proprietors, Partners, Trustees or Directors (as appropriate to type of trading entity)

Full Name 1 \_\_\_\_\_

Private Address \_\_\_\_\_

Previous Address \_\_\_\_\_

Phone No \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Full Name 2 \_\_\_\_\_

Private Address \_\_\_\_\_

Previous Address \_\_\_\_\_

Phone No \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Full Name 3 \_\_\_\_\_

Private Address \_\_\_\_\_

Previous Address \_\_\_\_\_

Phone No \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

11) Trade References (**Please exclude financial institutions, companies that compete against Neveco to supply you goods or services and providers of C.O.D accounts**)

1. \_\_\_\_\_ Phone No (  ) \_\_\_\_\_

2. \_\_\_\_\_ Phone No (  ) \_\_\_\_\_

3. \_\_\_\_\_ Phone No (  ) \_\_\_\_\_

# GUARANTEE AND INDEMNITY

TO: *Neveco Pty Ltd ATF Neveco Unit Trust* ABN 50 125 474 741

**ALL APPLICANTS TO COMPLETE - ALL APPLICANTS TO COMPLETE - ALL APPLICANTS TO COMPLETE**

1) *Company Name (if applicable):* \_\_\_\_\_ *A.B.N* \_\_\_\_\_  
2) *Trading Name:* \_\_\_\_\_  
3) *Trading Address:* \_\_\_\_\_

IN CONSIDERATION OF The Credit Provider having at the request of the party named and described in item 1 of the Schedule hereto ("The Guarantor") agreed to provide credit and/or time and indulgences to the party named and described in item 2 of the Schedule hereto ("The Customer") in relation to the Customer's trading account with the Credit Provider (the terms of which are fully known by the Guarantor), the Guarantor HEREBY GUARANTEES COVENANTS AND AGREES to and with the Credit Provider that the Customer will pay to the Credit Provider all monies payable by the Customer to the Credit Provider on that trading account as and when they fall due for payment and if at any time default shall be made in the punctual payment of any monies for the time being payable by the Customer on that trading account the Guarantor will on demand pay to the Credit Provider the whole of such monies due or payable to the Credit Provider and the Guarantor will on demand pay and made good all losses, damages, claims, costs, charges and expenses sustained or incurred by the credit Provider by reason or in consequence of such default by the Customer and that in the event of any default as aforesaid the Guarantor will indemnify and keep indemnified the Credit Provider from and against all loss of moneys and all losses, damages, claims, costs, charges and expenses whatsoever that the Credit Provider may incur by reason of any such default on the part of the customer its successors or assignees and the

GUARANTOR AGREES that no postponement or forbearance on the part of the Credit Provider to enforce the said covenants terms and conditions by and on the part of the customer to be performed thereunder or any other remedies available to the Credit Provider shall affect this Guarantee and the Guarantor shall not be released by reason of the Credit Provider's postponement or forbearance aforesaid or by any variation in the provisions of the said terms of trade or by another thing whatsoever which under the law relating to the sureties would be for this provision have the effect of realising the Guarantor and this Guarantee is a continuing one shall not be determined or discharged by any reason of the liquidation (voluntary or otherwise) or of the reconstruction or of the amalgamation with any other company or the death or bankruptcy of the Guarantor or the customer or their successors and assignees.

In order to give effect to this Guarantee the Guarantor declares that the Credit Provider shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all or any of his rights and sureties which may at any time be inconsistent with any provision hereof. Where the Guarantor comprises two or more parties the covenants and obligations on the part of the Guarantor herein contained shall bind such parties and any two or more of them jointly and each of them severally. In the interpretation of the

Guarantee the masculine covers all genders as the context requires.

The Guarantor agrees that to secure payment for all monies which may become payable by the Guarantor to the Credit Provider under this guarantee the Guarantor jointly and severally hereby charges with the due payment of the secured monies all of the Guarantor's (or any of them) interest in real property both present and future and the Guarantor consents to the credit Provider lodging a caveat noting its interest hereunder.

Any notice or demand shall be deemed to be duly made and given if it is forwarded in writing and posted to the Guarantor at the address of the Guarantor shown in the Schedule of the Guarantor or any other address given by the Guarantor to the Credit provider.

I/We agree that the Credit Provider in accordance with the Privacy Act and Privacy Amendment Act may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for or provided to the customer whose name appears below.

I/We agree that the Credit Provider approves the customer's application for credit this agreement remains in force until the credit facility covered by the customers application ceases. Any variation to terms will not invalidate this guarantee and indemnity.

4) *Dated this* \_\_\_\_\_ *day of* \_\_\_\_\_ *20* \_\_\_\_\_

5) *Guarantors Full Name 1* \_\_\_\_\_ *Date of Birth* \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Private Address* \_\_\_\_\_ *Drivers Licence No:* \_\_\_\_\_

*Guarantors Signature 1* \_\_\_\_\_ *Witness's Signature* \_\_\_\_\_

*Witness's Name* \_\_\_\_\_ *Witness's Private address* \_\_\_\_\_

6) *Guarantors Full Name 2* \_\_\_\_\_ *Date of Birth* \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Private Address* \_\_\_\_\_ *Drivers Licence No:* \_\_\_\_\_

*Guarantors Signature 2* \_\_\_\_\_ *Witness's Signature* \_\_\_\_\_

*Witness's Name* \_\_\_\_\_ *Witness's Private address* \_\_\_\_\_

**PLEASE NOTE: if a Company this Guarantee is to be signed by ALL directors If a Partnership this Guarantee is to be signed by ALL partners – If there are more than two Directors or Partners then multiple copies of the Guarantee may need to be signed**

## TRADING TERMS AND CONDITIONS

- 1) In these terms and conditions:
- 1 "NEVECO" means Neveco Pty Ltd ATF for Neveco Unit Trust
  - 2 "Customer" means the buyer of goods or services from Neveco Pty Ltd ATF for Neveco Unit Trust;
  - 3 Words of any gender shall include any other gender;

- 2) The payment terms for your account will be advised to you and may be changed by NEVECO from time to time at their absolute discretion. Payment of the account is to be received within the period from statement date advised to the customer on each account statement provided to the customer by NEVECO.  
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**3) Title**

.1 Title to the Products will only pass to the Customer on payment in full of the Products in accordance with Clause 2. Until NEVECO receives from the Customer payment in full for the Products, the Products in the possession of the Distributor must be separately stored in such a way that the Products remain clearly identifiable as the property of NEVECO to which NEVECO has retained title. NEVECO shall be entitled to retake possession of all Products delivered until all moneys have been paid in full by the Customer.

.2 The Customer may resell the Products in the normal course of business before NEVECO is paid in full PROVIDED THAT the Customer agrees to assign its claims against third party customers to NEVECO upon NEVECO giving it notice in writing to that effect, and the Customer hereby irrevocably appoints NEVECO as its lawful attorney for the purposes of effecting such assignment. NEVECO shall be entitled to trace the proceeds of any sale of the Product owned by NEVECO. Such proceeds shall be paid into a separate account and shall be held by the Customer on trust for NEVECO to the extent of all sums due to NEVECO.

.3 If the Customer does not comply with its obligations under these terms and conditions or before title of the goods passes to the Customer, the Customer is placed under any form of insolvency administration, has a receiver or receiver and manager appointed or execution levied on its property, or makes or proposes to make a composition or arrangement with its creditors or an assignment for the benefit of its creditors, NEVECO may retake possession of the goods;

.4 The Customer covenants to recover the goods at anytime before payment upon the reasonably request of NEVECO;

.5 NEVECO shall be at liberty to resell the goods at such price and upon such terms as it sees fit and the proceeds of such sale after deduction of all expenses shall be deducted from the balance owing by the customer to NEVECO.

**4)** Notwithstanding the provisions of clause 3, the risk in the goods will pass to the Customer upon collection or delivery to the Customer or into custody on the Customers behalf.

**5)** The Customer agrees to pay NEVECO interest on money not paid to NEVECO on the due date, at the rate set by the Directors of NEVECO from time to time.

**6)** Where NEVECO incurs collection or legal or other costs in recovering overdue accounts the Customer agrees the collection or legal or other costs shall form part of the Customer's account due to NEVECO.

**7)** If the Customer's payment is not honoured by the bank, then charges levied from time to time by the Bank and NEVECO will be borne by the Customer and payable prior to further purchases. NEVECO will immediately stop all supply.

**8)** If at any time the Customer fails to meet the terms and conditions set out herein then NEVECO will have the right to suspend credit.

**9)** The suspension of credit in any one Tasmanian division of NEVECO for reasons outlined herein will automatically result in the same for all other Tasmanian divisions without prior notice to the Customer.

**10)** Due to the costs associated with maintaining the Customer's account a minimum purchase level will be required, below which NEVECO reserves the right to refuse an application for credit or withdraw previously granted approval of credit.

**11)** A review of periodic purchases will be conducted on all Customer accounts on a regular basis, at which time an assessment of the viability of each account will be made. NEVECO reserves the right to withdraw credit terms should purchases fall below minimum requirements.

**12)** Should a delivery customer fall below a minimum required purchase level per order NEVECO reserves the right to withdraw the provision of credit. Alternatively NEVECO may agree at its discretion to continue providing credit subject to the customer paying an additional delivery fee.

**13) Credit Limits:**

The Customer's account will be allocated a credit limit maximum which will be no greater than two (2) times the value of average purchases for the term credit is granted

as per Clause 2 and which may be adjusted from time to time at the sole discretion of NEVECO.

**14) Credit Reference Review:**

NEVECO may perform credit reference reviews on the customers at any time and the Customer agrees to provide NEVECO any and all information requested from the Customer by NEVECO to facilitate this.

**15) Breach of Trading Terms:**

.1 No further trading (ie. no credit and/or cash purchases) until account is cleared, which must occur within a maximum of 10 days;

.2 After a period no greater than 10 days NEVECO will be at liberty to have the Retention of Title (Romalpa) Clause instigated and execute on any form of security held. If no security is held the balance will be passed in for collection;

.3 The Retention of Title (Romalpa) Clause may be instigated immediately a breach of Trading Terms is identified.

**16)** These conditions may be altered at any time by NEVECO upon NEVECO giving the Customer fourteen (14) days written notice of the alteration by ordinary pre-paid mail to the Customer's last known address.

**17) Privacy Act:**

To enable proper assessment of this credit application, and compliance with the relevant sections of the Privacy Act 1988, I/we hereby give permission for NEVECO to obtain consumer or commercial information permitted by the Act from a credit reporting agency and to use such information in order to assess my/our application for credit.

This permission remains in force for the duration of my/our credit contract if my/our application is approved. Subject to the provisions of the Act, I/we acknowledge certain information about my/our credit facility may be exchanged with other credit providers to assist with the management of my/our credit arrangements.

**18)** Credit facilities are not transferable by the customer under any circumstances but may be transferred by NEVECO with the written consent of the customer.

**19)** NEVECO may at any time offset any amount the Customer owes to NEVECO against any amount NEVECO may then owe to the Customer.

**20)** The Customer agrees to indemnify NEVECO against all expenses, losses, damages and costs (including but not limited to legal costs on a solicitor and own client basis) incurred by or awarded against the Principal that the Principal may sustain or incur as a result, whether directly or indirectly, of:

.1 any breach of this Agreement by the Customer; or

.2 any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Customer or its officers and employees and agents.

**21) Personal Property Securities Act 2009**

.1 The Customer consents to NEVECO maintaining, protecting and perfecting its right, title and interest in any goods or other personal property supplied by NEVECO to the Customer and the proceeds of such goods or other personal property, by registration under the PPS Law, and agrees to do anything reasonably requested by NEVECO to enable it to do so (including without limitation amending these terms and conditions or executing a new agreement).

.2 For the purposes of the PPS Law, the Customer and NEVECO contract out of each provision which, under section 115(1) of the PPSA, they are permitted to contract out of (except sections 117, 118, 120, 123, 125, 126, 128, 129, and 134 of the PPSA), and the Customer waives its right to receive each notice or statement which, under section 157(3) of the PPSA, it is permitted to waive

.3 The Customer waives its right to receive anything from NEVECO under section 275 of the PPSA, inclusive of any Verification Statement and/or confirmation of registration of a financing Statement and agrees not to make any request of NEVECO under that section. NEVECO and the Customer agree for the purposes of section 275(6) of the PPSA that neither of them will disclose information of the kind mentioned in section 275(1) of the PPSA.

.4 All costs and expenses arising as a result of actions taken pursuant to clause 21.2 of these Terms and Conditions will be for the account of the customer.

I/We .....

Trading as .....

**Hereby acknowledge that I/we understand, accept, and will abide by the Trading Terms and Conditions set out above**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

**Applicant Full Name 1 \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_**

**Applicant Signature 1 \_\_\_\_\_ Witness's Signature \_\_\_\_\_**

**Witness's Name \_\_\_\_\_ Witness's Private address \_\_\_\_\_**

**Applicant Full Name 2 \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_**

**Applicant Signature 2 \_\_\_\_\_ Witness's Signature \_\_\_\_\_**

**Witness's Name \_\_\_\_\_ Witness's Private address \_\_\_\_\_**

**Note: (1) If a Company terms and conditions must be signed by an officer of the company appropriately authorised to do so.**

**(2) Witness must not be an employee of Neveco Pty Ltd**

**(3) Independent legal advice should be sought if the applicant/s do not understand this document.**

**(4) For prompt processing please ensure this application is forwarded to the branch where you intend to commence trading.**