



## APPLICATION FOR CREDIT ACCOUNT

1. ACCOUNT NAME of APPLICANT: .....  
 (FULL LEGAL NAME) This must be full legal name of company (including Australian Company Number) or person incurring the debt. If partnership indicate and also provide names of all partners.  
 \_\_\_\_\_
  
2. BUSINESS ADDRESS:  
 (NOT PO BOX): .....  

Number Street Name
Suburb Postcode

 \_\_\_\_\_
  
3. DELIVERY ADDRESS:  
 (of GOODS): .....  

Number Street Name
Suburb Postcode

 \_\_\_\_\_
  
4. POSTAL ADDRESS:  
 (for INVOICES): .....  
 If the postal address for delivery of mail is different to that above please give it here.  
 \_\_\_\_\_
  
5. TELEPHONE No: ( )..... FAX No:( ).....  
 EMAIL:.....  
 \_\_\_\_\_
  
6. CONTACT NAME:  
 (for ACCOUNTS): .....  
 \_\_\_\_\_
  
7. DIRECTORS OR PROPRIETORS  
 1.....  
 2.....  
 3.....  
 \_\_\_\_\_
  
8. IF A COMPANY FULL LEGAL NAME: .....  
 Provide full legal name and Australian Company Number.  
 \_\_\_\_\_
  
9. TRUSTEE NAME OF TRUSTEE: .....  
 Provide full legal name of trust.  
 \_\_\_\_\_
  
10. TYPE OF BUSINESS: ..... WHEN ESTABLISHED.....  
 \_\_\_\_\_
  
11. APPLICANT'S BANK: BANK:.....  
 DETAILS: BRANCH:.....  
 ADDRESS:.....  
 TELEPHONE:.....  
 \_\_\_\_\_

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12. APPLICANT'S: NAME:.....  
ACCOUNTANTS ADDRESS:.....  
TELEPHONE:.....  
CONTACT NAME:.....

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13. CREDIT AMOUNT  
REQUESTED: ..... per month

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14. TRADE REFERENCES: (THREE PLEASE)

1. NAME:..... How Long:.....  
2. ADDRESS:..... Av. Month:.....  
3. TELEPHONE:..... Pays days:.....  
4. FAX:..... Comments:.....  
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1. NAME:..... How Long:.....  
2. ADDRESS:..... Av. Month:.....  
3. TELEPHONE:..... Pays days:.....  
4. FAX:..... Comments:.....  
.....

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1. NAME:..... How Long:.....  
2. ADDRESS:..... Av. Month:.....  
3. TELEPHONE:..... Pays days:.....  
4. FAX:..... Comments:.....  
.....

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15. BUSINESS PREMISES:

(a) Are they owned by the Applicant or Associated Company?

If so,

NAME OF OWNER OR .....  
MANAGING AGENT OF .....  
THE PREMISES:.....

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16. (b) Are the premises leased?

If so,

NAME OF OWNER OR .....  
MANAGING AGENT OF .....  
THE PREMISES:.....

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## APPLICATION

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I ..... certify that I am authorized to sign this Credit Application Form on behalf of ..... (the applicant) and that the information given is true and correct, to the best of my knowledge and the company agrees to be bound by the terms and conditions of trade. Further, in the event of Credit being granted to the applicant I understand the applicants account is to be paid within 30 days of receipt of goods and that interest of 2% per month shall be payable on accounts not paid within the 30 day period.

SIGNATURE: .....  
POSITION HELD: .....

DATE:.....

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# SECURED GUARANTEE

THIS DEED is made the

day of

20

BETWEEN:

\_\_\_\_\_ (hereinafter called "the Guarantor") of the one part  
AND SHARPLINE STAINLESS STEEL A.C.N. 005 929 359 a company duly incorporated and having its registered office at 700  
Sydney Road COBURG in the State of Victoria, hereinafter called SSS of the other part WHEREAS the Guarantor has requested SSS  
to supply goods and/or services from time to time on credit to

\_\_\_\_\_ (hereinafter called "the Debtor") under which the  
Debtor will incur liabilities to SSS which SSS may at its discretion agree to do upon the Guarantor executing these presents.

NOW THIS DEED WITNESSETH that in consideration of the premises:-

1. The Guarantor hereby guarantees to SSS the due payment of all moneys that may now be due and payable or may hereafter become due and payable by the Debtor to SSS terms of trade of SSS.
2. The liability of the Guarantor hereafter shall be a principal liability and shall not be affected by the granting of time or other indulgence or concessions to the Debtor or by the compounding compromise settlement avoidance disclaimer release abandonment waiver variation relinquishment or renewal of any of the rights of SSS against the debtor or by any neglect or omission to enforce such rights and notwithstanding that the whole or any part of the moneys guaranteed hereby are or may be irrevocable from the Debtor by SSS (whether by reason of any legal limitation disability or incapacity of or affecting the Debtor or by reason of any other fact or been void ab initio or have been subsequently avoided released or disclaimed and whether or not any matters or facts relating thereto have been or ought to have been within the knowledge of SSS) whereby such moneys or any part thereof are not recoverable from the Guarantor as a surety by SSS then and in such case the Guarantor hereby indemnifies SSS in respect of such moneys and as a principal debtor agrees with SSS to pay to SSS on demand a sum equal to the amount of such moneys and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity and the sum of money covered by this indemnity shall be deemed to be part of the moneys guaranteed hereby.
3. The Guarantor hereby waives in favor of SSS all rights as surety wither legal, equitable, statutory or otherwise and agree to pay moneys aforesaid as if the Guarantor were primarily liable therefor.
4. This guarantee shall be a continuing guarantee irrespective of any payment of part or all of the moneys aforesaid and shall not be revoked by the death of the Guarantor but this guarantee may be discontinued as far as respects any liability which shall be incurred by the Debtor after seven (7) days written notice of desire to discontinue further liability under this guarantee given by the Guarantor to SSS is received by SSS except so far as any future liability shall arise out of some transaction at that time current or outstanding provided that notwithstanding any such discontinuance as regards a Guarantor (if there are more than one guarantor) this guarantee shall remain a continuing security as to the other or others.
5. In the event of the bankruptcy or liquidation of the Debtor the Guarantor will not prove in the estate or winding up in competition with SSS and the Guarantor hereby authorizes SSS to prove for all monies which the Guarantor has paid hereunder and to appropriate any moneys so received until SSS has received all moneys due to it in respect of the indebtedness of the Debtor.
6. Any existing or future moratorium, financial emergency or other like legislation or regulations whether Commonwealth or State shall not apply to this guarantee or to the moneys hereby secured and such legislation or regulations are hereby expressly excluded therefrom.
7. The Guarantor hereby covenants to indemnify and forever hold harmless SSS against all loss, damage, costs and expenses suffered or incurred as a result of any failure by the Debtor or Guarantor to pay the secured sum.
8. (1) In this clause, a reference to any kind of property includes a reference to any estate to interest in property of that kind.  
(2) Every person named in this document as a guarantor:-
  - (a) Shall duly pay all moneys now or hereafter actually or contingently payable to SSS by any person named in this document as a guarantor.
  - (b) Shall grant to SSS a legal mortgage of any land now or hereafter held by the person, which mortgage shall contain a covenant to the effect of paragraph (a).
  - (c) Hereby as beneficial owner charges in favor of SSS by way of fixed charge any property now or hereafter held by the person (being, in the case of a body corporate, land, and being, in any other case, any property other than personal chattels, within the meaning of the instruments Act, 1958) with the payment of the moneys referred to in paragraph (a).

- (d) Agrees that, upon default by the debtor, the moneys referred to in paragraph (a) shall at the option of SSS become immediately due and payable.
  - (e) Shall not transfer or create any estate or interest in any property in this clause charged by the person.
  - (f) Agrees that any power of sale shall extend to the execution, in the name of and on behalf of the person, of any memorandum of transfer, Crown lands transfer or other assignment, and
  - (g) 1). agrees that, in this paragraph, "expenses" means expenses of preparation, execution stamping, registration, caveat lodgment, enforcement, discharge of caveat withdrawal, and  
2). shall pay the expenses of SSS in respect of this document or a mortgage required by this document to be granted by the person.
- (3) (a) Any precondition to the exercise of any power of sale, with the exception of default, is hereby excluded,  
(b) For the purpose of determining whether SSS can exercise any power to insure, only insurance in the name of SSS shall be taken into account.
- (4) Subject to this clause, the provisions of the Transfer of Land Act, 1958 shall apply to this document as if it were a mortgage by deed.
9. This guarantee is not subject to the giving of any other guarantee nor to any other condition whatsoever and except to the extent that such interpretation is excluded by or is repugnant to the context:-
- (a) The word Guarantor when only one Guarantor is party hereto shall mean and include the Guarantor his heirs executors and administrators or (in the case of a corporation) the Guarantor and its assigns.
  - (b) The word Guarantor when two or more Guarantors are parties hereto shall mean and include every person and corporation who or which is a Guarantor and each or any of them their his or her or its assigns and shall also include the heirs executors and administrators of every person who is a Guarantor.
  - (c) The expression SSS shall mean and include SSS and its assigns.
  - (d) The word "person" shall include "corporation".
  - (e) References to bankruptcy shall include any assignment and arrangement of property and composition under the bankruptcy laws (and in the case of a corporation) a winding up.
  - (f) Words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively.
  - (g) Words importing the masculine gender only shall include the feminine gender.
  - (h) When two or more Guarantors are parties hereto this guarantee and the obligations and agreements on their part herein continued or implied shall bind them and every two or greater number of them jointly and each of the severally.

And these presents shall bind all signatories hereto the extend aforesaid notwithstanding that one or more of the person named herein as a Guarantor may never execute the same.

IN WITNESS whereof the Guarantor has executed these presents the day and the year first hereinbefore written.

SIGNED SEALED AND DELIVERED

By the Guarantor(s) in the presence of:

GUARANTOR(S):

WITNESS(ES):

Name:

Name:

Address:

Address:

Signature:

Signature:

Name:

Name:

Address:

Address:

Signature:

Signature:

Name:

Name:

Address:

Address:

Signature:

Signature:

