





# Application for Commercial Credit

PQV-SAL-F001

infringement; and

g) the fact that credit provided to me/us by Peninsula Quarries (Vic) Pty Ltd has been paid or otherwise discharged.

## PRIVACY

**I/we understand that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service.**

Signature:

\_\_\_\_\_

Date:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name:

\_\_\_\_\_

Position:

\_\_\_\_\_

(Signed for and on behalf of the Customer)

**1. APPLICATION:**

Upon Peninsula Quarries (Vic) Pty Ltd allowing me/us to trade on credit, I/we agree, declare and acknowledge that Peninsula Quarries (Vic) Pty Ltd's Terms of Sale apply to all my/our dealings with Peninsula Quarries (Vic) Pty Ltd and I/we hereby agree to comply with the Terms of Sale.

I/we further acknowledge that if I am/we are a corporation, provision of credit pursuant to this application may, at Peninsula Quarries (Vic) Pty Ltd's absolute discretion, be subject to and conditional upon all of my/our directors executing the attached Guarantee and Indemnity.

**2. ESTIMATED MONTHLY PURCHASES:**

|                                       |   |  |   |
|---------------------------------------|---|--|---|
| <input type="checkbox"/> \$0 - \$5000 | <input type="checkbox"/> \$5000 - \$25000 | <input type="checkbox"/> \$25000 - \$50000 | <input type="checkbox"/> \$50000 - plus |
|---------------------------------------|---|--|---|

**3. REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT:**

I/we **HEREBY REPRESENT AND WARRANT** that the information set out in this application is true and correct **AND ACKNOWLEDGE** that Peninsula Quarries (Vic) Pty Ltd will rely upon the information provided and is hereby induced to grant credit to me/us.

**FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS AND SOLE TRADERS**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_



# Application for Commercial Credit

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Bank: \_\_\_\_\_ Branch/BSB: \_\_\_\_\_ Account No: \_\_\_\_\_  
Type of Business: \_\_\_\_\_ Years Established? \_\_\_\_\_  
Business premises? \_\_\_\_\_ How long as current owner? \_\_\_\_\_  
Name of any related or Subsidiary Companies or Partnerships: \_\_\_\_\_  
Are the Business Premises Owned or Leased? \_\_\_\_\_

**Please attach financial records to support this application.**

**TRADE REFERENCES** Monthly equal to requested credit limit.

|                             |                 |
|-----------------------------|-----------------|
| 1. Previous Supplier: _____ | Phone No: _____ |
| 2. _____                    | Phone No: _____ |
| 3. _____                    | Phone No: _____ |
| 4. _____                    | Phone No: _____ |

**GENERAL CREDIT TERMS**

1. **Payment:** The Customer must pay for all Products supplied by Peninsula Quarries (Vic) Pty Ltd prior to delivery or within any credit period granted in writing by Peninsula Quarries (Vic) Pty Ltd.
2. **Interest:** Peninsula Quarries (Vic) Pty Ltd is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the reference rate charged by Peninsula Quarries (Vic) Pty Ltd's principal bankers, from invoice date until payment of the debt.
3. **GST:** Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Peninsula Quarries (Vic) Pty Ltd is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply", and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
4. **Withdrawal or Variation of Credit:** Peninsula Quarries (Vic) Pty Ltd may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
5. **Property:** (a) Property in the Products shall not pass until the Customer has paid all moneys owing to Peninsula Quarries (Vic) Pty Ltd in full. Risk in the Products passes to the Customer at the time of delivery. (b) Until payment of all moneys owed by the Customer to Peninsula Quarries (Vic) Pty Ltd, the Customer holds the Products as fiduciary bailee and agent for Peninsula Quarries (Vic) Pty Ltd and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Peninsula Quarries (Vic) Pty Ltd. (c) If an Event of Default occurs, then without prejudice to Peninsula Quarries (Vic) Pty Ltd's other rights, Peninsula Quarries (Vic) Pty Ltd may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to Peninsula Quarries (Vic) Pty Ltd, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for Peninsula Quarries (Vic) Pty Ltd. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Peninsula Quarries (Vic) Pty Ltd and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged. (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Peninsula Quarries (Vic) Pty Ltd. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Peninsula Quarries (Vic) Pty Ltd at the time of the receipt of such book debts.
6. **Charge over Customer's Property:** As security for payment to Peninsula Quarries (Vic) Pty Ltd of all moneys payable by the Customer, the Customer charges in favour of Peninsula Quarries (Vic) Pty Ltd all of the Customer's interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
7. **Suspension or Ceasing of Supply:** (a) Peninsula Quarries (Vic) Pty Ltd may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 7(a), if an Event of Default occurs, Peninsula Quarries (Vic) Pty Ltd may, without prejudice to its other rights, call up moneys owed to it by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or take immediate possession of any Products not paid for.
8. **Liability of Peninsula Quarries (Vic) Pty Ltd:** Peninsula Quarries (Vic) Pty Ltd will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Peninsula Quarries (Vic) Pty Ltd, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
9. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
10. **Notification of Change of Details:** The Customer will notify Peninsula Quarries (Vic) Pty Ltd of any change in its structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
11. **Continuing Guarantee:** Any guarantee shall remain in force so long as the customer shall maintain an account with Peninsula Quarries (Vic) Pty Ltd. All guarantees shall be continuing guarantees and will terminate only in writing from Peninsula Quarries (Vic) Pty Ltd.
12. Peninsula Quarries (Vic) Pty Ltd may at any time set-off amounts owed by Peninsula Quarries (Vic) Pty Ltd to the Customer against amounts owed by the Customer to Peninsula Quarries (Vic) Pty Ltd.
13. **Effect of Other Terms:** These Terms are in no way affected by any other express or implied terms contained in any terms of sale issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Peninsula Quarries (Vic) Pty Ltd.
14. **Expenses:** The Customer must pay to Peninsula Quarries (Vic) Pty Ltd any costs, charges and expenses (including all stamp duty and legal fees) incurred by Peninsula Quarries (Vic) Pty Ltd in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms. In addition, the Customer will be liable for all transactions involving the Customer's credit account, including fraudulent use of that account by the Customer or its employees.
15. **Trusts:** These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
16. **Severance:** Each clause and subclause of these Terms is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
17. **Application of Laws:** The parties submit to the non-exclusive jurisdiction of the State in the State of Victoria and the law applying in that State is the proper law governing these Terms.
18. **Definitions:** In these Terms unless the context requires otherwise: (a) "**Customer**" means the customer whose details appear in the Application for Commercial Credit; (b) "**Event of Default**" means any of the following events: (i) the Customer fails to pay

for the Products;

(ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business; **(c) "Officer"** means each director, secretary, credit manager and authorised representative of Peninsula Quarries (Vic) Pty Ltd; **(d) "Products"** means all goods supplied by Peninsula Quarries (Vic) Pty Ltd to the Customer; **(e) "Terms"** means these General Credit Terms.

**I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and warrant that the information given by me/us in this application is true and accurate.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness Signature \_\_\_\_\_



**10. Acknowledgement**

The Guarantor acknowledges that the Guarantor:

- (a)** has entered into this Guarantee voluntarily;
- (b)** has read and understood the nature and consequences of entering into this Guarantee;
- (c)** has not signed this Guarantee on the basis of any representation of Peninsula Quarries (Vic) Pty Ltd, its employees, agents or representatives or under the duress of any person;
- (d)** is entitled to seek independent legal advice before signing this Guarantee; and
- (e)** submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Peninsula Quarries (Vic) Pty Ltd and that the law applying in that State is the proper law governing this Guarantee.

**11. Severance**

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

**12. Definitions**

In this Guarantee unless the context requires otherwise:

- Administration** includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;
- Guaranteed Moneys** means all moneys which are, will or may be at any time in the future, owing or payable to Peninsula Quarries (Vic) Pty Ltd by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

**13. Interpretation**

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.



**SCHEDULE**

I have read and understood this document. I have not relied on anything said to me by the Customer or Peninsula Quarries (Vic) Pty Ltd as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below.

**Guarantors' Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Witness' Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

**Guarantors' Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Witness' Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

**Guarantors' Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Witness' Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

**Guarantors' Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Witness' Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**IMPORTANT NOTICE:**

**This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.**