



PO BOX 112  
BUDDINA QLD 4575  
T: (07) 5437 4800  
F: (07) 5437 8228  
[accounts@maslen.com.au](mailto:accounts@maslen.com.au)  
ABN 84 108 127 895

## COMMERCIAL 30 DAY CREDIT APPLICATION

Company Name \_\_\_\_\_

Registered Trading Name \_\_\_\_\_

If a Subsidiary, name of Parent Company \_\_\_\_\_

If Company is acting as a Trust, name of Trust \_\_\_\_\_

A.C.N. \_\_\_\_\_ A.B.N. \_\_\_\_\_

Trading Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Registered Office Address \_\_\_\_\_

Nature of Business \_\_\_\_\_

Length of Time in Business \_\_\_\_\_

No of Employees \_\_\_\_\_

Full Name, Private Address & Driver's Licence No of Directors, Proprietors or Partners

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

### Financial Position – Please attach Balance Sheet

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Do you have an Overdraft Facility (Please Circle) Yes/No

Do you have a Registered Charge (Please Circle) Yes/ No If Yes, state limit \_\_\_\_\_

Premises (Please Circle) Owned/Rented

If you Lease or Hire Purchase, how much are your monthly commitments \_\_\_\_\_

Credit Limit Sought with Advanced Refrigeration Technology Pty Ltd \_\_\_\_\_

TRADE REFERENCES (Major Suppliers Please)



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1. \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
2. \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
3. \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
4. \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

I/We the undersigned, submit this information to assist you to extend 30 day credit facilities to me/us. Orders placed by, and invoiced to the Proprietor(s) specified above remain the contractual responsibility for payment by the Proprietor(s) unless expressly agreed in writing to the contrary. I/We hereby authorise Advanced Refrigeration Technology Pty Ltd to conduct appropriate credit checks as deemed necessary to this application

- The Applicant hereby applies for the opening of an account and provides the above information in support thereof.
- I/We am/are authorised to sign this Credit Application Form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

### SIGNED

1. \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_

2. \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_

3. \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_

4. \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_



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## COMMERCIAL 30 DAY CREDIT APPLICATION

### PRIVACY ACT 1988 AUTHORISATION

#### NB This Section Must Be Signed and Acknowledged in order for Credit Application to Proceed.

1. To enable the Supplier to assess the credit application or to review any existing credit the Applicant and Guarantors authorise the Supplier to obtain:

- (a) from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier (Section 18K (1)(a) of the Privacy Act);
- (b) a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (Section 18K (1)(b) of the Privacy Act).
- (c) a report containing information about the Applicant's and the Guarantor's commercial activities or commercial credit worthiness of a person or entity in relation to credit provided by the Supplier (Section 18L (4) of the Privacy Act).

2. The Applicant authorises the Supplier to provide certain personal information about the Applicant under Section 18E (8) © of the Privacy Act. The information which may be given to an agency is covered by Section 18E (1) of the Act and includes:

- (a) the fact that application for credit has been made;
- (b) the fact that the Supplier is a credit provider to the Applicant;
- (c) payments which become overdue more than 60 days;
- (d) advice that payments are no longer due;
- (e) cheques drawn by the Applicant in excess of \$100.00 which have dishonoured more than once;
- (f) in specified circumstances, that in the opinion of the Supplier the Applicant has committed a serious credit infringement;
- (g) that the credit provided to the Applicant by the Supplier has been discharged.

3. In accordance with Section 18N (1)(b) of the Privacy Act, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's 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.



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The Applicant/s have read and understand the information given to the Supplier in this application and declare that it is a true, complete and correct.

### Applicants Signatures

1. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

2. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

3. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

4. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_



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## COMMERCIAL 30 DAY CREDIT APPLICATION

### Guarantor/s Signatures

1. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

2. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

3. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

3. \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

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#### **FOR COMPLETION BY THE SUPPLIER**

The Applicant's credit application is accepted.  
Signed for and on behalf of the Supplier by:

\_\_\_\_\_, a duly authorised officer.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Account Approved for:..... Days  
Account Approved for:..... Value  
(Supplier to Nominate)

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### DEED OF GUARANTEE AND INDEMNITY

**TO:** Advanced Refrigeration Technology Pty Ltd A.C.N. 108 127 895 ("the Supplier)

**NAME:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

("the Guarantor's) hereby covenants and undertakes and if more than one, jointly and severally as follows:

#### **CONSIDERATION**

1. In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantor's request (testified by the Guarantors' execution of the agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.
2. The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a Court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
3. This Guarantee and Indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and will be available as a guarantee and indemnity for the whole of the sums referred to in clauses 1 and 2 of this guarantee and indemnity.
4. Where two or more persons execute this guarantee and indemnify the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
5. The Supplier will have the right to proceed against the Guarantors under the guarantee and indemnity upon the default, refusal or inability or the Applicant to pay as if the primary liability for any money owing was the Guarantor's own. Further the Suppliers will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
6. This guarantee and indemnity will continue in force until such time as the Supplier releases the guarantors in writing, and notwithstanding the fact that the guarantors are no longer directors, shareholders or owners of the Applicant.



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7. This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:

- (a) any other security taken by the Supplier from the Applicant or from any other person;
- (b) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors, or any one or more of the Guarantors'
- (c) by any other act, matter or things which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
- (d) any person named in this guarantee and indemnity as guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

8. No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantor's liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

### **COSTS**

9. The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:

- (a) the account of the Applicant;
- (b) this guarantee;
- (c) any other security in respect of the indebtedness of the Applicant to the Supplier;
- (d) the preparation, completion and stamping of this deed; or
- (e) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed:

and the same will be part of the monies secured by this deed.

10. The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.

### **POWER OF ATTORNEY**

11. The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantor's names and as the Guarantor's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any State or Territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

### **VARIATION**

12. The Guarantors authorise the Supplier to give any time or other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

13. The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by the Suppliers making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantor's liability under this guarantee and indemnity.



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### **JURISDICTION**

14. The Guarantors acknowledge and agree that this guarantee and indemnity will be governed by the laws of Queensland, and each party hereby submits to the non exclusive jurisdiction of the Courts of Queensland.

15. The Applicant submits and consents to the jurisdiction of Queensland in respect of any proceeding relating to this guarantee.

### **SEVERANCE**

16. If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining and continue to be enforceable in accordance with their terms.

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

### **Signed sealed and delivered by the Guarantor:**

Guarantor Name: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Witness Name: \_\_\_\_\_

### **Signed sealed and delivered by the Guarantor:**

Guarantor Name: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Witness Name: \_\_\_\_\_

### **Signed sealed and delivered by the Guarantor:**

Guarantor Name: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Witness Name: \_\_\_\_\_

### **Signed sealed and delivered by the Guarantor:**

Guarantor Name: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Witness Name: \_\_\_\_\_