

EASTERN SAND & GRAVEL CO. PTY. LTD.

TRADING AS

ABN 11 003 275 438

709 Marulan South Rd
Marulan NSW 2579.

Phone: 02 4841 1528

Fax: 02 4841 1560

info@aglimefertilisers.com.au

www.aglimefertilisers.com.au

APPLICATION FOR 30 DAY CREDIT ACCOUNT

Date Acct No.

Applicants Trading Name A.C.N.

Company, Partners, Trust Name

Business Address

Registered Office Address

Telephone: Mobile: Fax:

Email:

Directors, Partners, Sole Trader Details:

Name - Surname	Other	Address

Number of Employees Business commenced / /20

Capital \$

Bank Branch Acc No.

Trade References:

Name	A/C No.	Phone No.	\$ Monthly Purchases
1			
2			
3			
4			
5			

Estimated Monthly Purchases from EASTERN SAND & GRAVEL CO PTY LTD \$

I, the undersigned, make application for a 30 Day Trade Credit Account and hereby:

1) Warrant the above information to be correctly disclosed.

2) Agree to settle the account on a strict 30 day basis.

3) Allow any necessary enquiries.

4) Agree to pay all Legal costs, stamp duty where applicable, and any expense incurred, including commission paid or payable by EASTERN SAND & GRAVEL CO PTY LTD to any commercial or mercantile agent, incurred by EASTERN SAND & GRAVEL CO PTY LTD in connection with recovery of amounts overdue

Signature Name Partner Director Secretary

Witness Name Date / /20

PRIVACY ACT NOTICE

The Privacy Act allows the Company to give a credit reporting agency personal information contained in this Application Information which may be given includes particulars of your identity (including name, sex, date of birth, address, both current and previous, and in the case of an individual, driving licence number and employer's name); the fact that you have applied for credit and whether credit is granted (including the amount); if payments have been overdue for more than sixty (60) days and whether collection action has commenced; whether cheques drawn in payment have been dishonoured more than once: when payment is no longer overdue or where payment has been made or the debt discharged; advice that payments are no longer overdue and the fact that the Company is a current credit provider to you.

The Applicants confirms that the Company, if it considers it relevant to assess it's Application for Credit, may use a report from a credit reporting agency determine whether deferred payment or credit should be granted and the Applicant agrees to the Company obtaining a report as to the Applicant's consumer and commercial activities, credit worthiness and credit information.

The Company is authorised by the Applicant to obtain a report from a credit reporting agency containing consumer and commercial information for use in collecting any overdue amounts owned by the Applicant to the Company.

The Applicant agrees that the Company may give to and receive from other creditor providers a credit report including consumer and commercial information regarding the Applicant's credit worthiness, credit standing, credit history and credit capacity.

The Applicant understands that the information contained in this Application may be used to assess an application by the Applicant for credit, to notify other credit providers of a default by the Applicant, to exchange information with other creditor providers as to the status of credit provided where the Applicant is in default with other credit providers and to assess the credit worthiness of the Applicant.

GUARANTEE

IN CONSIDERATION OF EASTERN SAND & GRAVEL Co Pty Ltd granting credit

to

("the Customer") of

I / We

of

("the Guarantor") hereby guarantee and bind myself jointly and severally with the Customer in favor of the Company for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Company. It is hereby agreed:

1. THAT this guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor, in the case where the Guarantor is a company, by its liquidation.
2. THAT all compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to it.
3. THAT no time or other indulgence granted to the Customer nor any variation in the terms of any contact agreement or arrangement between the Company and the Customer nor the release by the Company of any guarantee or security held by the Company shall in any way affect the liability of the Guarantor and that as between the Company and the Guarantor no cheque, bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
4. THAT the discharge extinguishment or postponement by bankruptcy operation of law act of parliament or otherwise of any part of the indebtedness of the Customer shall not impair or affect the liability of the Guarantor hereunder.
5. THAT if any payment made to the Company by or on behalf of the Customer or the guarantor shall subsequently be avoided by any statutory provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
6. THAT the Company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.
7. THAT the Company may obtain from a credit reporting agency credit reports containing personal information about the Guarantor to assess whether to accept the Guarantor for the credit applied for or to provide credit to the Customer.
8. THAT of the Company agrees to grant credit to the Customer the Company may at any time whilst credit is provided to the Customer obtain further credit reports with respect to the Guarantor.
9. THAT the Customer agrees to pay all Legal costs, stamp duty where applicable, and any expense incurred, including comission paid or payable by the Company to any commercial or mercantile agent, incurred by the Company in connection with recovery of amounts overdue.

Signed by the Guarantor this day of

in the presence of:

Signature of Witness Name of Witness

Occupation Address