

CREDIT ACCOUNT APPLICATION

TANOS Enterprises Trading As

Kerang Computers & Office Supplies

ABN 80 615 518 315

55 Victoria Street Kerang 3579 Tel: 5452 2877

"the Company"

Business name: _____

Trading Name: _____

ABN/ACN/Reg'd Business No: _____

Business/delivery address: _____

Postal Address: _____

State _____ Postcode _____ Phone _____

Contact _____ Position _____ Phone _____

Email _____

Type of Entity: Partnership Public Co Private Co Trust (please circle)

"the Applicant"

Sole trader/Partnership/Trust details

Registered proprietor(s) of Applicant:

Name: _____

Address: _____

Name of Trust: _____

Date business commenced trading: _____ previous trading name _____

Corporate details

Name & address of each director:

1. Name: _____

Home address _____

do not use PO Box

Home Telephone: _____ Date of birth _____

2. Name: _____

Home address _____

do not use PO Box

Home Telephone: _____ Date of birth _____

(If more than 2 please provide further names on a separate page)

Trade references:

1. Company name _____ Phone _____ Contact person _____

Address _____

Email _____

2. Company name _____ Phone _____ Contact person _____

Address _____

Email _____

3. Company name _____ Phone _____ Contact person _____

Address _____

Email _____

Do you require a Purchase Order number on all orders? YES NO

Your Bank: _____ Branch: _____ Contact person _____

Name and address of external accountant authorised to confirm financial details:

Name: _____ Address: _____

Telephone: _____ Fax/Mobile: _____ Email: _____

Premises: Owned or Leased (please circle)

CREDIT TERMS All Applicants must read this section

**UPON THE COMPANY APPROVING THIS APPLICATION THE APPLICANT:
AGREES TO THE FOLLOWING:**

1. To pay for all goods, services and purchases within 21 days from the end of month of invoice or upon such other time as approved in writing by the Company.
2. The Company shall be at liberty to withdraw account facilities offered to the Applicant at any time without prejudice to any other right the Company may have without being liable for any consequences.
3. That the Applicant shall be liable for all costs, charges, commission fees legal costs and disbursements incurred by the Company to recover any unpaid accounts including charges for any dishonoured cheques and the Company may charge the Applicant interest at the rate of 2% from the date of invoice on any amounts not paid within the agreed trading terms until that account is paid in full. Payments made by the Applicant will be applied first to capital, then any costs and expenses and then interest in reduction of the debt account balance.
4. The Applicant agrees to notify the Company no later than 14 days prior to any change of ownership of greater than 50% of the Applicant. Failure to do so could result in the Applicant being responsible for the further debts and it must be noted that, if prior approval to the change of ownership is not obtained from the Company, credit facilities may be at the Company's discretion withdrawn.
5. No deductions shall be made on any account for any reason save that the customer may give notice of a deficiency in delivery within 24 hours of that delivery in which case the Company shall issue an amended account. The applicant agrees that no set off or counterclaim may be made by the Applicant against any claim by the Company for payment of its account with the Applicant.
6. If the Company considers it relevant in assessing an application for commercial credit or recovery of an outstanding amount I/We agree to the Company disclosing any of the information contained in this application to a credit reporting agency and obtaining a credit report containing personal information about me/us in accordance with section 18E (B) and 18K (b) of the Privacy Act 1988.
7. That the credit provided by this agreement is solely for business and commercial purposes.
8. That purchase orders will only be made by the Applicant and not any associated business or company.
9. The Applicant agrees to charge in favour of the Company all its estate and interest in any real estate owned by it with payment of all monies owed by the Applicant to the Company until payment is made to the Company of the monies hereby secured.

THE APPLICANT DECLARES THAT:

10. The Applicant or any Partner or Director of same has never been made Bankrupt under the Bankruptcy Act or been a Director of a company which has gone into liquidation or had a receiver/manager appointed.
11. The Applicant has read, understood and agrees to abide by the terms of this Application and the Terms of this application and agreement; and
12. Warrants that, if the Applicant is a Trustee of a Trust, the Trustee is fully indemnified from the assets of the Trust on an unqualified basis with respect to this agreement.

APPLICANTS ACKNOWLEDGEMENT

The Applicant applies for a credit facility from the Company and acknowledges that if a credit account is approved the Company's terms and conditions of sale will be applicable to the supply of all goods or services on this account. The Applicant acknowledges that any credit account provided by the Company is granted on the basis of the information and representations made by or on behalf of the Applicant.

The Applicant agrees to immediately notify the Company in writing of any change in any of the information or details contained in this application.

The Applicant agrees that the credit to be provided to the Applicant by the Company is to be applied wholly or predominately for business purposes.

The Applicant certifies that the information provided in this application is true and correct.

DATED this _____ day of _____ 2022

Signature of person signing for Applicant

Signature of Company representative

Print name of person signing for the Applicant

Name of Company representative

Position of person signing for the Applicant

NOTES If insufficient space, please provide information on a separate sheet. Where the Applicant is a company one director must sign. Where the Applicant is a partnership one partner must sign. Where the Applicant is a company, the attached Guarantee must be signed by each director to enable this application to be processed.

PRIVACY ACT AUTHORISATION

This Privacy Act Authorisation is to be completed by an individual, a director of a company, or a Partner of a partnership applying for credit, or a guarantor or credit to be granted (referred to below as the "discloser").

Each of us acknowledge that the information provided in this application is the basis for evaluation by The Company of the financial standing and credit worthiness of each of us (and the incorporated body) being the Applicant, Applicant's officers, Trustee and Guarantor, and do hereby:

- (a) Authorise the Company to make such enquiries and receive such information from the bankers, accountants and business referees mentioned in this application and otherwise from anyone as the Company may reasonably consider necessary.
- (b) Acknowledge that the Company has informed me/us, in accordance with the Privacy Act 1988 as amended that certain items of personal information including an opinion about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies.
- (c) In accordance with the Privacy Act 1988(Cth) as amended:
 - A. Agree to the Company obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the Purpose; and
 - B. Authorise the Company to exercise my/our rights of access to my/our credit information files and credit reports.
- (d) Agrees that the Company may give to and seek from any credit providers (whether or not named in this application) reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the Purpose.
- (e) Agree that the 'Purpose' is as follows:
 - (i) Where the discloser is an individual, a director of a company or a partner, the discloser understands that the information may be used:
 - (A) to assess the Applicant's credit worthiness;
 - (B) to notify other credit providers of a default by the Applicant;
 - (C) to exchange information with other credit providers as to the status of the Applicant's credit account where the discloser is in default with other credit providers; and
 - (D) for the collection of overdue payments; and
 - (ii) Where the discloser is a Guarantor, the information may be used:
 - (A) to assess the Applicant's credit worthiness;
 - (B) to assess whether to accept the discloser as a guarantor for credit applied for by, or provided to the Applicant;
 - (C) for the subsequent management of the credit guaranteed; and
 - (D) for the enforcement of the guarantee.

GUARANTEE

Guarantor's Details:

Name: _____

Address: _____

Suburb _____ Post code _____

("the Guarantor")

Credit Account Applicant's Details:

Name: _____ ABN/ Reg'd Business No.: _____

Address: _____

Suburb _____ Post Code _____

(the "Applicant")

In consideration of the Company at my request approving the Credit Application by the Applicant, I agree as follows:

1. The Guarantor irrevocably and unconditionally, guarantees to the Company, the due and punctual performance of all the terms, conditions and covenant of the Applicant in terms of the Company's terms and conditions of sale (as amended from time to time) and in relation to any supply of goods and services by the Company to the Applicant
2. The Guarantor agrees to pay to the Company on demand any sums of money which the Applicant shall at any time become liable to pay to the Company arising from the supply of goods or services to the Applicant and to charge any and all real estate owned by the Applicant in favour of the Company until payment to the Company of the moneys hereby secured.
3. The Guarantor agrees to be bound by the terms and conditions contained in this Application form and that the Company may at all times act as if the Guarantor were the principal debtor.
4. If the Applicant is an incorporated body in consideration of and as an essential condition of the acceptance of this application by the Company, the Guarantor with the incorporated body and the Guarantor's own name:
 - (a) accepts liability to the Company for the payment as principal debtor of all monies owned by the incorporated body to the Company together with any recovery costs, expenses or legal fees incurred by the Company from time to time and waive all rights as a mere surety which may be inconsistent therewith; and
 - (b) binds the incorporated body and warrant our authority to bind the incorporated body.

I, the Guarantor, hereby acknowledge, affirm and agree that I have read fully understand and comprehend the Terms and Conditions of this Application.

DATED:

SIGNED by the GUARANTOR in the presence of _____)

Signature of Guarantor

Signature of Witness

Signature of Guarantor

Signature of Witness