

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

ABN Number: _____ **ACN Number:** _____

Date Established: _____ Requested Monthly Credit Limit: _____

Purchasing Contact: _____ Accounts Contact: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Type of Business: _____ No. of Employees: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Photo ID to be provided in all cases - attach copy of your Drivers Licence

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Date of Birth: _____ Postcode: _____ Date of Birth: _____

Home Phone: _____ Home Phone: _____

Drivers Licence No: _____ D.O.B. _____ **Australian Resident:** YES / NO

TRADE REFERENCES

Business Name 1: _____ Monthly approx. spend: _____ Ph/Fax: _____

Business Name 2: _____ Monthly approx. spend: _____ Ph/Fax: _____

Business Name 3: _____ Monthly approx. spend: _____ Ph/Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Sunlite Hardware Pty Limited T/A Sunlite Mitre 10 which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (COMPANY): _____ **SIGNED (CUSTOMER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY Approved Declined

SIGNED _____ **Name:** _____

Date: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Sunlite Hardware Pty Limited T/A Sunlite Mitre 10 and its successors and assigns ("the Company") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

[] ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Company of all moneys which are now owing to the Company by the Customer and all further sums of money from time to time owing to the Company by the Customer in respect of goods and services supplied or to be supplied by the Company to the Customer or any other liability of the Customer to the Company, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Company, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Company the Guarantor will immediately on demand pay the relevant amount to the Company. In consideration of the Company agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Company registering any interest so charged. The Guarantor irrevocably appoints the Company and each director of the Company as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Company may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** the Company on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Company in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of moneys owing to the Company by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Company's nominees costs of collection and legal costs; or
 - moneys paid by the Company with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Company, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Company to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood the Company's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Company by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Company's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Company, each Guarantor shall be a principal debtor and liable to the Company accordingly.
- If any payment received or recovered by the Company is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Company shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Company.**
- I/we irrevocably authorise the Company to obtain from any person or company any information which the Company may require for credit reference purposes. I/We further irrevocably authorise the Company to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Company as a result of this Guarantee and Indemnity being actioned by the Company.
- The above information is to be used by the Company for all purposes in connection with the Company considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

METHOD OF PAYMENT FORM

1. Cheque – mail cheque with remittance details to:

Accounts Receivable
Sunlite Mitre 10
452 Oxford Street
Bondi Junction
NSW 2022

2. Electronic Funds Transfer – Transfer funds identifying company name to:

Sunlite Mitre 10
BSB: 032-051
Account No. 863697

3. Credit Card – Please complete the payment authority below:

CREDIT CARD AUTHORISATION			
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Amex	
• Card Number:			
□ □ □ □	□ □ □ □	□ □ □ □	□ □ □ □
Expiry Date:		Credit Card payments will be subject to a surcharge of the Price of either up to one and a half percent (1.5%) for Visa & Mastercard or up to two and a half percent (2.5%) for Amex in accordance with the Company's Terms and Conditions).	
□ □	□ □		
<p>I request and authorise Sunlite Hardware Pty Limited T/A Sunlite Mitre 10 to arrange payment of my account as per details above, by debiting my credit card account as described below. I acknowledge that Sunlite Hardware Pty Limited T/A Sunlite Mitre 10 may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment.</p> <ul style="list-style-type: none"> • If you change your credit card and want to continue using the Company, you will need to complete a new Credit Card Authorisation. • This authorisation will supersede any prior arrangements between the Company and the Customer. 			
Cardholders Name:		_____	
Cardholder's Signature:		_____ Date _____	

I/We agree to make payments as per the above payment schedule and payment method. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Sunlite Hardware Pty Limited T/A Sunlite Mitre 10 which form part of, and are intended to be read in conjunction with this Payment Plan Agreement Form and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director / shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (COMPANY): _____ **SIGNED (CUSTOMER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

Once complete, please download and email to accounts@sunlitehardware.com.au