

CREDIT ACCOUNT APPLICATION



The _____ day of _____ 20_____.

BETWEEN: 3meg.com Pty Ltd AC N 096 195 390 as trustee for the Tufftex Unit Trust trading as Tufftex ("the seller")

WHEREAS

- (a) The buyer and any guarantor described below hereby jointly and severally apply for the establishment of a credit account with the seller, and any related company thereto (each a "seller") in respect of payment for goods and/or services that may be provided by the seller to the buyer from time to time.
- (b) The parties agree to be bound by the Terms and Conditions imposed by the seller from time to time, in relation to the supply of any goods or services being provided to the buyer.

Full terms and conditions are published on the website www.tufftex.com.au - click on 'Terms and Conditions of Trade'.

SCHEDULE

THE BUYER:

- Company Partnership/Sole trader Trustee Company

ENTITY DETAILS:

Registered name of company (If applicable) _____

Trading Name _____

Trading Address _____ Post Code _____

Postal Address _____ Post Code _____

Telephone No _____ Facsimile No _____

Delivery Address _____

Nominated Accounts Contact _____ E-Mail Address _____

Date Commenced Trading _____ A.B.N _____

GUARANTORS:

Directors/Proprietors	Private Address	Phone	Date of Birth
1. _____			
2. _____			
3. _____			

All Drivers Licence _____ Expiry Date _____

Have applicants ever been registered under any part of the bankruptcy act? Yes No

FUNCTION OF BUSINESS:

Premises Owned Rented

Managing Agent (if rented) _____ Telephone No _____

BANKING DETAILS:

Bank _____ Branch (BSB) _____ A/C No _____

DETAILS OF PREVIOUS BUSINESS:

Trading Address

Postcode

TRADE REFERENCES/CREDIT PROVIDERS:

Name

Address

Phone

1.

2.

3.

- i. Any person signing this application on behalf of the buyer or as a guarantor warrants that the information contained in the Schedule is true and correct and agrees to indemnify the seller against any loss or expense the seller may incur as a result of granting credit to the buyer in reliance on that information.
- ii. The buyer, guarantor and any other signatories appearing below hereby acknowledge receipt of a copy of this credit application and acknowledge having read the seller's Terms and Conditions and agree to be bound accordingly including any changes made to the Terms and Conditions from time to time. The buyer further agrees to the obtaining and use of credit information as provided for in the seller's Terms and Conditions.
- iii. The guarantor/s jointly and severally guarantee the payment of any money owing by the buyer to the seller.
- iv. The buyer, guarantor/s and any signatories to this credit application agree to be bound by the seller's Terms and Conditions including any changes made to the Terms and Conditions from time to time.
- v. The buyer, guarantor and any other signatories appearing below hereby acknowledge that they have been given the opportunity to obtain independent legal advice before entering into this transaction.
- vi. The buyer will pay any account rendered by the seller within their disclosed trading terms.
- vii. Trading Terms 30 days from end of month.

Signature

Full Name

Position

Date

Signature

Full Name

Position

Date

Signature

Full Name

Position

Date

GUARANTEE:

1. In consideration of the supplier at the request of the guarantor entering into the agreement, the guarantor unconditionally guarantees the buyer's obligations.
2. This guarantee:
 - (a) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
 - (b) may be enforced against the guarantor without the supplier first being required to exhaust any remedy it may have against the buyer or to enforce any security it may hold with respect to the buyer's obligations;
 - (c) is a continuing guarantee and indemnity for the whole of the buyer's obligations and will be irrevocable and will remain in full force and effect until discharged; and
 - (d) will not be considered as wholly or partially discharged by the performance at any time of any of the buyer's obligations or by any settlement of account or by any other matter or thing whatever and will apply to the present and future scope of the buyer's obligations.
3. The guarantor shall on demand pay interest on any part of the buyer's obligations which is a monetary amount from time to time owing under this guarantee but unpaid from the due date at the same rate and in the same manner as the buyer is required to pay interest in respect of the buyer's obligations under the agreement both before and (as a separate, independent obligation) after any judgment.
4. The liability of the guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate it from its obligations in whole or in part including, without limiting the generality of the foregoing:
 - (a) the grant to the buyer or any other person of any time, waiver or other indulgence or concession, or the discharge or release of any other security held by the seller in respect of the buyer's obligations;
 - (b) any transaction or arrangement that may take place between the seller and the buyer, the guarantor or any other person;
 - (c) the insolvency of the buyer;
 - (d) the seller exercising or refraining from exercising any other security or any of the rights, powers or remedies conferred on it by law or by the agreement or any other agreement with any person, or taking or failing to take any other security;

- (e) the variation (including a variation which increases the buyer's obligations) extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the agreement, or any security now or in the future held by the seller from the buyer, the guarantor or any other person;
 - (f) the buyer's obligations or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
 - (g) the failure by the seller to give notice to the guarantor of any default by the buyer under the agreement;
 - (h) any legal limitation, disability, incapacity or other circumstances related to the buyer; or
 - (i) the failure of any guarantor to execute this guarantee or the granting of this guarantee by any guarantor being or becoming void or voidable.
5. The seller is under no obligation to marshal in favour of the guarantor any security now or in the future held by the seller or any funds or assets that the seller may be entitled to receive or have a claim upon.
 6. This guarantee extends to cover the agreement as amended, varied or replaced, either with or without the consent of the guarantor.
 7. Until the buyer's obligations have been discharged in full the guarantor shall not:
 - (a) be entitled to share in any security held or money received by the seller or to stand in the place of the seller in respect of any security or money;
 - (b) take any steps to enforce a right or claim against the buyer in respect of any money paid by the guarantor to the seller under this guarantee; or
 - (c) have or exercise any rights as surety in competition with the seller.
 8. If the buyer becomes insolvent, the guarantor authorises the seller to prove for all moneys which the guarantor will have paid under this guarantee and to retain and to carry into a suspense account and to appropriate at the discretion of the seller any dividends received in the liquidation, bankruptcy or other insolvency of the buyer and all other moneys received in respect of the buyer's obligations until the seller has been paid in full in respect of the buyer's obligations.
 9. Any settlement, discharge or release between the guarantor and the seller will be conditional upon no security or payment to the seller by the buyer or any other person being avoided or reduced by virtue of any provisions or enactments relating to insolvency for the time being in force.
 10. If a claim that any payment, transaction, conveyance or transfer during the currency of this guarantee affecting or relating in any way to the buyer's obligations is void or voidable under any law relating to bankruptcy or winding up or the protection of creditors is upheld, conceded or compromised:
 - (a) the seller will forthwith become entitled against the guarantor to all rights in respect of the buyer's obligations as it would have had if the payment, transaction, conveyance or transfer or so much of it is held or conceded to be void or voidable, or as is forgone on compromise had not been made; and
 - (b) the guarantor shall forthwith take all such steps and sign all such documents as may be necessary or convenient to restore to the seller any security held by it immediately prior to such payment, transaction, conveyance or transfer.
 11. If the whole or any part of the buyer's obligations are or may be irrecoverable from the buyer by the seller for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the guarantor as a surety, then and in each such case:
 - (a) the guarantor as a separate and additional liability under this guarantee indemnifies the seller in respect of the buyer's obligations;
 - (b) as a principal debtor agrees to pay the seller, when demanded in writing, a sum equal to the amount of the moneys due and payable pursuant to the buyer's obligations, or the losses and expenses resulting from the failure to perform the buyer's obligations; and
 - (c) for the purposes of this indemnity, this clause shall be construed as if the moneys were recoverable and the terms of this guarantee will apply as far as possible, with any necessary changes being made.
 12. Where this guarantee is given by more than one person, the obligations on the part of the guarantor contained in this guarantee take effect as joint and several obligations and references to the guarantor take effect as references to those persons or any of them. None of them will be released from liability under this guarantee by reason of any other guarantor not executing this guarantee or this guarantee ceasing to be binding as a continuing security on any other guarantor and the release by the seller of any guarantor from this guarantee will not affect the liability of the other guarantors.
 13. A certificate of an officer of the seller as to the amount for the time being due from the buyer to the seller and as to the interest from time to time payable will be conclusive evidence for all purposes against the guarantor in the absence of manifest error.
 14. The guarantor shall reimburse the seller for the expenses of the seller incurred in connection with the enforcement of, or the preservation of any rights under, this guarantee including legal costs and expenses on a full indemnity basis.
 15. This guarantee and rights of the seller under it may be assigned or transferred by way of security or absolutely by the owner without the consent of the buyer or the guarantor.
 16. Any demand or notice will be made in writing signed by an officer or agent of the seller and may be served on the guarantor either by hand or by post. Any demand or notice may be addressed to the guarantor at the residential address or place of business last known to the seller and will be deemed to have been received on the second business day following the day on which it was posted and will be effective even if it is returned undelivered to the seller.
 17. No failure to exercise and no delay in exercising, on the part of the seller, any right or remedy under this guarantee will operate as a waiver. No single or partial exercise of any right or remedy will preclude any other or further exercise of that or any other right or remedy.
 18. The rights and remedies provided to the seller in this guarantee are cumulative and are not exclusive of any rights or remedies provided by law.
 19. Any provision in this guarantee which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this guarantee or affecting the validity or enforceability of that provision in any other jurisdiction.