

## CREDIT APPLICATION FORM

FULL TRADING NAME \_\_\_\_\_

REGISTERED BUSINESS NAME OR COMPANY NAME \_\_\_\_\_ (APPLICANT)

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

SOLE TRADER PARTNERSHIP TRUST Please circle one

COMMENCEMENT DATE OF TRADING UNDER THIS NAME \_\_\_\_\_ PUBLIC COMPANY PRIVATE COMPANY Please circle one

MAILING ADDRESS \_\_\_\_\_ P/CODE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_ P/CODE \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_ FAX NUMBER ( ) \_\_\_\_\_

ARE BUSINESS PREMISES: OWNED LEASED/RENTED MORTGAGED Please circle one

BANK, BRANCH & ACCOUNT NO: \_\_\_\_\_

CONTACT NAME (ACCOUNTS) \_\_\_\_\_ NAME OF ACCOUNTANT/AUDITOR \_\_\_\_\_

**OWNER'S OR DIRECTORS' INFORMATION**

NAME \_\_\_\_\_ PRIVATE ADDRESS \_\_\_\_\_

TEL. NO. \_\_\_\_\_ DRIVER'S LICENCE NO. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

NAME \_\_\_\_\_ PRIVATE ADDRESS \_\_\_\_\_

TEL. NO. \_\_\_\_\_ DRIVER'S LICENCE NO. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

Paid up Capital of Company (if applicable) \$ \_\_\_\_\_

**TRADING REFERENCES** Please provide the names, addresses and telephone numbers of four (4) current references.  
 Please Note: Trade References must be Wholesale Companies in the Industry that JTC sell within. No Freight Companies etc.

| NAME     | ADDRESS | TELEPHONE NO. | FACSIMILE NO. |
|----------|---------|---------------|---------------|
| 1. _____ | _____   | _____         | _____         |
| 2. _____ | _____   | _____         | _____         |
| 3. _____ | _____   | _____         | _____         |
| 4. _____ | _____   | _____         | _____         |

## Trustee Company

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it has not released and shall not release in the future and shall not cause or permit to be released lost or diminished in any manner whatsoever, any such rights or indemnity.

NAME OF TRUST \_\_\_\_\_ NAME OF SETTLOR \_\_\_\_\_

DATE OF TRUST DEED \_\_\_\_\_ NAME OF TRUSTEE \_\_\_\_\_

ADDRESS OF TRUSTEE \_\_\_\_\_

### Applicants Signature

The Applicant applies to JTC Import/Export Pty. Ltd.. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions of Credit or Sale acknowledges that the Terms and Conditions may be changed by JTC Import/Export Pty. Ltd. from time to time.

I/We warrant I am/We are authorised to sign this Credit Application on behalf of the Applicant.

DATE \_\_\_\_\_ DATE \_\_\_\_\_

NAME IN BLOCK LETTERS \_\_\_\_\_ NAME IN BLOCK LETTERS \_\_\_\_\_

POSITION \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

MAXIMUM CREDIT LIMITED \_\_\_\_\_  
(Outstanding debtor and unbilled WIP)

SPECIAL TERMS (ie. Letter of Credit, Bank Guarantee, Pre-payment, adjustment of normal trading terms)

\_\_\_\_\_  
\_\_\_\_\_

Approved

Approved

\_\_\_\_\_  
National Credit Manager

\_\_\_\_\_  
Financial Controller

INTERNAL USE ONLY

Conduct of business with client approved of the following terms:

# GUARANTEE & INDEMNITY

(This Guarantee and Indemnity is an important document. You should obtain independent legal and accounting advice in respect of this document prior to executing it.)

IN CONSIDERATION of all and any supplies of goods made on or before the signing hereof or that may be hereafter by JTC Import Export Pty. Ltd. A.C.N. its branches and associated Companies (hereinafter called "The Suppliers") to The Customer (hereinafter called the "The Customer")

I/We, the undersigned Guarantor/s do hereby (if more than one guarantor "jointly and severally") agree with The Suppliers in the manner following that is to say:-

1. The Guarantor/s hereby guarantees to The Suppliers the performance and payment of all accounts outstanding in the name of The Customer as remain outstanding at the expiration of 30 days from the date the same are first incurred by The Customer.
2. This guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or discharged by any monies which may at any time or times hereafter be received or applied by The Suppliers to the credit of the account of The Customer and shall be available as a guarantee for the whole of the sums of money (including all sums or money whatsoever for the time being remaining unpaid on any account or accounts whether now existing or which may hereafter be opened) referred to in Clause 1. hereof (hereinafter collectively referred to as "the said indebtedness and liability").
3. The Guarantor/s charges as beneficial owner/s and as trustee of every trust all the Guarantor/s land (including land acquired in the future) in favour of The Suppliers to secure the payment of any monies and the performance and observance of the Guarantor/s covenants under this Guarantee and Indemnity. In this Clause "trust" means each trust for which the Guarantor/s holds land as a Trustee.
4. This guarantee shall not be determined or in any way prejudiced by, but is to continue to be binding upon the Guarantor/s notwithstanding, any change which shall or may be made by death or otherwise in The Customer or in the person or persons now or hereafter constituting The Customer and notwithstanding that the Guarantor either or any of both cases to be Directors of The Customer and notwithstanding The Customer's amalgamation with or its absorption of or by any other corporation, company, firm or partnership.
5. A Certificate signed by any of the Director/s, Secretary, Manager or authorised officers of the Suppliers shall be prima facie evidence of the amount of the said indebtedness and liability mentioned in such Certificate.
6. The Guarantor/s agree to indemnify The Supplier in respect of any loss, damage, costs or expenses suffered by or occasioned to The Supplier as a result of any failure by The Customer to pay all or any of the guaranteed moneys or as a result of any failure by The Customer to duly and punctually perform and observe all or any of the terms and conditions and obligations contained in any agreement with The Supplier.
7. That this guarantee is in addition to and not in substitution for any security which The Supplier may hold in respect of the guaranteed moneys or part thereof any may be enforced without first having recourse to any such security and without taking any steps or proceedings against The Customer whether pursuant to any such agreement or any security or otherwise notwithstanding that any such agreement or any security shall be in whole or part enforceable by reason of any rule of law or equity.
8. That this guarantee will render the Guarantor/s liable to reimburse The Supplier for any moneys which The Supplier may have to pay or elect to pay to any liquidator official manager or Trustee in Bankruptcy of The Customer in response to any claim by such Liquidator official manager or Trustee in Bankruptcy for payment to him of any monies received by The Supplier from The Customer.

**Dated this                                    day of                                    20                                    .**

**Guarantor/s Name:** .....

**Guarantor/s Signature:** .....

**Guarantor/s Address:** .....

**Customer Name:** .....

**Customer Signature:** .....

**Witness Name:** .....

**Witness Signature:** .....

## TERMS AND CONDITIONS

### 1. General

These Terms and Conditions comprise the whole of the Agreement between JTC Import/Export Pty. Ltd. and the Applicant referred to in the Credit Application ("Customer") along with those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counteroffer. By receiving delivery and/or Supply of all or a portion of the materials and/or parts and/or labour and/or services, the Customer agrees that they shall be deemed to have accepted these Terms and that they shall apply to the exclusion of all others. All Goods are charged at the price ruling at the date of invoice and any Goods and Services Tax within the meaning of the A New Tax System (Goods and Services) Act 1999 ("GST") or other government imposts shall be payable by the Customer.

### 2. Credit Term

2.1 Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the Supply of the Goods unless otherwise stated in writing by JTC Import/Export Pty. Ltd. and JTC Import/Export Pty. Ltd. may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) if payment is not received by the due date.

2.2 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a Solicitor/client basis) incurred by JTC Import/Export Pty. Ltd. for enforcement of obligations and recovery of monies due from the Customer to JTC Import/Export Pty. Ltd..

### 3. Delivery & Supply

Any times quoted for delivery and/or Supply are estimates only and JTC Import/Export Pty. Ltd. shall not be liable for failure to deliver/Supply, or for the delay in delivery/Supply. The Customer shall not be relieved of any obligation to accept or pay for goods, by reason of any delay in delivery, Supply or dispatch. JTC Import/Export Pty. Ltd. reserves the right to stop Supply at any time if the Customer fails to comply with the Terms.

### 4. Property

4.1 The Customer acknowledges that the Customer grants JTC Import/Export Pty. Ltd. a security interest in all present and after acquired Goods supplied by JTC Import/Export Pty. Ltd. and their proceeds to secure all moneys owing to JTC Import/Export Pty. Ltd. now and in the future in respect of the Supply of Goods.

4.2 The Customer undertake to provide any information that JTC Import/Export Pty. Ltd. may reasonably require to enable JTC Import/Export Pty. Ltd. to perfect and maintain the perfection of JTC Import/Export Pty. Ltd.'s security interest (including by registration of a financing statement).

4.3 The Customer undertake to immediately notify JTC Import/Export Pty. Ltd. in writing of any changes in the Customer's name and/or any other change in the Customer's details (including, but not limited to, changes in the Customer's address, facsimile number, trading name or business practice).

4.4 The Customer waives its right to receive a verification statement in respect of any financing statement and agrees to the extent permitted by law that:

4.4.1 Where JTC Import/Export Pty. Ltd. have rights in addition to, or existing separately from those in Chapter 4 of the PPSA, those rights will continue to apply and in particular, will not be limited by Part 4.3 in Chapter 4; and

4.4.2 The rights of the Customer as debtor under Sections 130,132,135 and 137 shall not apply to these Terms.

4.5 The Customer will pay all costs, expenses and other changes incurred, expended or payable by JTC Import/Export Pty. Ltd. in relation to the filing of a financing statement or financing change statement in connection with these terms and conditions.

4.6 The Customer agrees that it will not allow security interests to be created or registered over the goods in priority to the security interest(s) held by JTC Import/Export Pty. Ltd..

4.7 Goods means all goods JTC Import/Export Pty. Ltd. supplies to the Customer from time to time, provided that:

4.7.1 (but solely for the purpose of the application of the PPSA) where the goods supplied are the Customer's inventory, then all references to Goods in these Terms shall in respect of those goods, be read as references to inventory for so long as they are held as inventory; and

4.7.2 where the goods supplied are not, or are no longer held as the Customer's inventory, then all references to Goods in these Terms shall, in respect of those goods mean the goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by JTC Import/Export Pty. Ltd. and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Customer, incorporated in, and form part of these Terms; and

4.7.3 unless the context requires otherwise, includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.

4.8 PPSA means the Personal Property Securities Act 2009.

4.9 Until full payment has been made for all goods supplied by JTC Import/Export Pty. Ltd. under these Terms ("Goods"), and any other sums in any way outstanding from the Customer to JTC Import/Export Pty. Ltd. from time to time:

4.9.1 all sums outstanding become immediately due and payable by the Customer to JTC Import/Export Pty. Ltd. if the Customer makes default in paying any other sums due to JTC Import/Export Pty. Ltd., becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors has judgment entered against it in any court, or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms;

4.9.2 the property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as Bailee for JTC Import/Export Pty. Ltd.(returning the same to JTC Import/Export Pty. Ltd. on request);

4.9.3 the Goods shall nevertheless be at the risk of the Customer from the time of delivery/Supply and the Customer must insure the Goods from the time of delivery/Supply;

4.9.4 the Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of JTC Import/Export Pty. Ltd. provided that there shall be no right to bind JTC Import/Export Pty. Ltd. to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for JTC Import/Export Pty. Ltd. pursuant to the fiduciary Relationship;

4.9.5 In the event that the Customer incorporated or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for JTC Import/Export Pty. Ltd. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value the portion of the Goods incorporated or transformed and the Customer further

acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first of the relevant proportion.

4.9.6 JTC Import/Export Pty. Ltd. is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

### 5. Cancellation & Claims

5.1. No cancellation or partial cancellation of any order by the Customer shall be accepted by JTC Import/Export Pty. Ltd. unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge which shall not be unreasonably determined by JTC Import/Export Pty. Ltd. so as to indemnify JTC Import/Export Pty. Ltd. against all loss, without limitation has been paid by the Customer. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

5.2 All complaints, claims or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order or instructions must be submitted by the Customer to JTC Import/Export Pty. Ltd. in writing within seven (7) business days of the date of the invoice rendered for the Supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order or instructions.

### 6. Privacy Act 1988 ("Privacy Act")

To enable JTC Import/Export Pty. Ltd. to access the Customer's Application for credit, the Customer authorises JTC Import/Export Pty. Ltd.:

6.1 to obtain from a credit reporting agency a credit report containing personal information about the Customer and its Guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and

6.2 to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities.

AND in accordance with Section 18N(1)(b) of the Privacy Act the Customer authorises JTC Import/Export Pty. Ltd. to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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. The Customer understands the information can be used for the purposes of assessing its application for credit, assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

### 7. Notification

The Customer must notify JTC Import/Export Pty. Ltd. in writing within seven (7) days of:

7.1 any alteration of the name or ownership of the Customer;

7.2 the issue of any legal proceedings against the Customer;

7.3 the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer;

7.4 any change in the ownership of the business name of the Customer.

The Customer agrees that it shall be liable to JTC Import/Export Pty. Ltd. for all Goods supplied to the new owner by JTC Import/Export Pty. Ltd. until notice of any such change is received.

### 8. Warranties

No warranties except those which cannot be excluded by law are given by JTC Import/Export Pty. Ltd. in respect of goods or services supplied. Where goods have been sold at significantly under normal pricing as job lots or as specials the Customer hereby confirms that they have purchased such goods with full knowledge that there are no warranties and that the goods may not be fit for the purpose or of merchantable quality. The Customer has undertaken its own tests of said goods and accepts said Goods in their current state and will make no claim against JTC Import/Export Pty. Ltd. in respect of the Supply of said goods. Where it is lawful to do so, the liability of JTC Import/Export Pty. Ltd. for a breach of a condition of Warranty is limited to the repair or replacement of the goods, the Supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, the Supplying of the services again or the payment of the cost of having the services supplied again, as determined by JTC Import/Export Pty. Ltd.

### 9. Competition and Consumer Act 2010

9.1 Where the Terms would otherwise be subject to the Competition and Consumer Act 2010 ("Act"), the Customer agrees that it is acquiring the Goods for business purposes and that the Act does not apply to the Supply of the Goods to the Customer.

9.2 If the Customer is a consumer as defined in section 4B of the Competition and Consumer Act 2010, and the Customer has not contracted out of the Act under clause 9(a) of these Terms, nothing in these Terms will limit any rights the Customer may have under this Act.

### 10. Legal Construction

10.1 These Terms shall be governed by and interpreted according to the laws of Victoria and JTC Import/Export Pty. Ltd. and the Customer consent and submit to the jurisdiction of the Courts of Victoria.

10.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

10.3 The Customer agrees that it has had an opportunity to negotiate any concerning terms within these Terms with JTC Import/Export Pty. Ltd. prior to accepting them and that any negotiated terms must be in writing and agreed by both parties.