

## APPLICATION FOR CREDIT ACCOUNT

<b>1. THE BUYER</b>	
Account Name	
Registered Address:	
Postcode:	
Address for deliveries:	
Postal Address:	
Postcode:	
Indicate Nature of Business:	
Australian Business Number	
<b>2. CONTACT STAFF</b> <i>(Full names and phone contacts)</i>	
Orders :	Wk Ph
E-mail:	
Accounts	Wk Ph:
E-mail:	
<b>3. BUSINESS STRUCTURE</b>	
Indicate Business Structure	
<i>( e.g. Sole Trader, Partnership, PTY LTD or LTD , Company Trustee or Nominee Company)</i>	
If a Pty or Ltd Company or a Corporate Partnership operating under a Business Name, Disclose <b>Full Corporate Name:</b>	
A.B.N.:	
If a Company, is it owned by a Trust? Provide Trust Name and details	
If a Registered Business Name provide Registration Number:	Date:
Date Business Commenced:	
If business recently acquired effective date:	
If Business acquired provide name of previous owner: Previously Trading As:	
<b>4. PROPRIETOR/S – DIRECTORS OF BUYER</b>	
<b>Full Names And Residential Address(es) Of Office Bearers or Public Officers if incorporated</b>	
<i>( Mail box numbers and business addresses are not acceptable)</i>	
<b>5. BANKING DETAILS</b>	
Bank	Branch
Address	
<b>6. TRADING REFERENCES ( Minimum of two required, Name Address and Phone Number)</b>	
A	Average Monthly purchases
B	Average Monthly purchases
C	Average Monthly purchases
<b>8. Estimate of Credit Limit</b>	
Please advise your anticipated total level of monthly purchases from Williamson International	
<i>(This will be used with other information supplied to calculate the credit limit provided)</i>	
	\$

## Declaration by Proprietor(s) - Directors – Authorised Office Bearers

I/We hereby make application for the opening of a **30 DAY nett** credit account with Williamson International Pty Ltd ("the Company, on behalf of the above mentioned and agree as follows:

1. That the information supplied on the Application, upon which the Company will base its decision to extend credit facilities to the Buyer is true and correct.
2. Payment shall be made by the Buyer according to the terms displayed on the Company's invoice or alternatively on any other credit terms as specified to the Buyer in writing and if at any time monies are overdue by the Buyer, the whole of the account of the Buyer shall become due and payable immediately.
3. The Buyer agrees to pay all invoices to the Buyer from the Company according to the published Terms and Conditions of sale, which may be varied with or without prior notice from time to time by the Company.
4. All accounts are to be paid by the customer 30 days from the date of invoice. A late account fee of 2.5% per month may be charged to the purchaser on invoice unpaid more than 30 days from date of invoice. The Company shall be entitled to suspend or withhold production or delivery of any order or part of any order where any part of the account of the Buyer is overdue in excess of 45 days from due date of payment.
5. I/We also undertake to pay all costs, commissions and legal expenses whatsoever arising from the collection of overdue monies. Such interest, commissions and legal expenses may be recovered as a liquidated debt. I/We agree to notify the Company of any change in ownership.
6. I/We also undertake to pay all costs, commissions and legal expenses whatsoever arising from the collection of overdue monies. Such interest, commissions and legal expenses may be recovered as a liquidated debt. I/We agree to notify the Company of any change in ownership.
7. The Buyer shall agree to purchase from the Company any and all reasonable stocks of fabrics that may be ordered and held from time to time by the Company for the exclusive use of the Buyer. In the event that the Buyer notifies the Company of their intention to purchase from an alternate supplier, or ceases to purchase similar items from the Company for a period of 90 days following any previous order, the Company will invoice such remaining stocks of fabric to the Buyer for immediate payment.
8. Risk: The goods will be at the risk of the Buyer on delivery of the same to the Buyer or their nominated delivery address. The Buyer shall insure on its own behalf and on behalf of the Company, all goods from the time of actual receipt by the Buyer.
9. I/We acknowledge that we have received a copy of the general Conditions of Sale of the Company and hereby confirm my/our total acceptance of such conditions.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED for and on behalf of

\_\_\_\_\_  
*Account Name*

BY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Position*

\_\_\_\_\_  
*Date*

BY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Position*

\_\_\_\_\_  
*Date*

\_\_\_\_\_, who are duly authorised to make such application and if not so authorised accept personal liability for all debts incurred as a result of this application.

**NOTE: A CREDIT ACCOUNT MAY NOT BE OPENED UNLESS THIS FORM IS COMPLETED IN FULL.**

**PERSONAL GUARANTEE**

**TO: WILLIAMSON INTERNATIONAL PTY LTD (A.B.N. 78 010 224 254)**

THIS GUARANTEE AND INDEMNITY AGREEMENT is made by the person or persons whose names and signatures are set out below ("the Guarantors", each a "Guarantor") in favor of WILLIAMSON INTERNATIONAL PTY LTD ("the Company"), IN CONSIDERATION of WILLIAMSON INTERNATIONAL PTY LTD (Trading under its own name or trading under any other trading or business name) at my/our request agreeing to supply goods and/ or services ("the Services")

To: \_\_\_\_\_ A.B.N. \_\_\_\_\_  
Of \_\_\_\_\_ ("**the Buyer**") \_\_\_\_\_

From time to time and extending credit to the Buyer in connection with payment for supplies of (where the supplies have already been provided to the Buyer). The Company extending other valuable consideration to the Guarantors and the Buyer, I/We **HEREBY JOINTLY AND SEVERALLY COVENANT** with the Company as follows:

1. I/We guarantee to the Company the punctual payment of all monies which are owing or may from time to time be owing by the Buyer to the Company, including any legal or other costs or expenses incurred by the Company in seeking payment from the Buyer or in enforcing this Guarantee and indemnity
2. This Guarantee shall not be affected by any variation, waiver or indulgence given by the Company to the Buyer or any right or claim the Buyer may assert to resist payment.
3. This Guarantee is a continuing obligation that shall bind all the successors and assigns of the guarantors and which the Guarantors agree will take priority against any other claims by the Guarantors against the Buyer until discharged in full.
4. Should any part of this Guarantee be void for any reason that will not affect the balance of the Guarantee.
5. For the avoidance of doubt it is expressly acknowledged by the Guarantors that their obligations extend to and may include debts and other obligations of the Buyer which may have arisen before the date of the Guarantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_ (Guarantor)

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Relationship to Buyer \_\_\_\_\_ Relationship to Buyer \_\_\_\_\_

Witness \_\_\_\_\_ Witness \_\_\_\_\_

Name of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_