**CREDIT APPLICATION FORM**

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| --- |
| **CUSTOMER DETAILS** |
| **Entity Type:** | [ ]  Sole Trader |  [ ]  Partnership | [ ] Company |  [ ] Govt. |  [ ] Trust |  [ ] Association |  [ ]  Other |
| **Legal Name:**(Company/ Proprietor / Trustee) |  |
| **ACN:** |  | **ABN:** |  |
| **Trading Name:** |  |
| **Trust Name (if any)**:  |  |
| **Trading Address:** |  |
| **Postal Address:**(for statements. invoices etc.) |  |
| **Phone:** |  | **Mobile:** |  |
| **Email:** |  | **Fax:** |  |
|  |  |  |  |
| **Are you an existing customer?** | Yes [ ]  No [ ]   | **If Yes, list store names:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Authorise to receive informational emails:** | Yes [ ]  No [ ]   | **Authorise to receive informational faxes:** | Yes [ ] No [ ]   |
| **Website:** |  |
| **Purchasing Officer:** |  |
| **Other Relevant Contact Names:** |  |
| **Electronic Invoicing:**  | [ ] DDO | [ ] PDF | [ ] Excel |
| **BDM:** |  | **Sales Area:** | ***Office Use only PP*** |

|  |  |
| --- | --- |
| **Delivery****Address:** |  |
| **State:** |  | **Postcode:** |  | **Phone:** |  |
| **Tailgate Unload** **Hand Unload****Forklift Unload** |  [ ]  [ ]  [ ]  | **Require a Call to Arrange Delivery:****Yes** [ ]  **No** [ ]  | **Special Instructions (if applicable):** |

**3rd Party Logistics**

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name:** |  | **Address:** |  |
| **City:** |  | **State:** |  | **Postcode:** |  |
| **Phone:** |  | **Special Instructions (if applicable):** |  |

**Personal/Directors Guarantee and Indemnity**

IN CONSIDERATION of SMART-LINK HOMEWARES and its successors and assigns (“SMART-LINK”) at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to (“the Client”) ***[Insert Company Name In Box Provided]***

**I/WE of** Agree: I am/ we are the **Director(s) of PTY LTD**

SMART LINK-HOMEWARES is giving credit to that Company at my / our request.

In consideration of SMART-LINK HOMEWARES, giving the Company credit I/We (if more than one jointly and severally) guarantee that all monies owed will be paid as if the monies were owed by me/us personally. I/We will attach the copy of at least one form of identifications (e.g. passport, driver license, etc.) to SMART-LINK HOMEWARES. The signatories to the application certify that they are authorized to sign this application on behalf of the customer and also declare that the above facts are true in every respect.

This guarantee shall continue as long as any monies are owed by the Company to SMART-LINK HOMEWARES.

 (Also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to SMART-LINK HOMEWARES of all monies which are now owing to SMART-LINK HOMEWARES by the Client and all further sums of money from time to time owing to SMART-LINK HOMEWARES by the Client in respect of goods and services supplied or to be supplied by SMART-LINK HOMEWARES to the Client or any other liability of the Client to SMART-LINK HOMEWARES, and the due observance and performance by the Client of all its obligations contained or implied in any contract with SMART-LINK HOMEWARES, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to SMART-LINK HOMEWARES the Guarantor will immediately on demand pay the relevant amount to SMART-LINK HOMEWARES. In consideration of SMART-LINK HOMEWARES agreeing to supply the goods and/or services to the Client, 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 SMART-LINK HOMEWARES registering any interest so charged. The Guarantor irrevocably appoints SMART-LINK HOMEWARES and each director of SMART-LINK HOMEWARES 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 SMART-LINK HOMEWARES may reasonably require to:
2. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
3. register any other document required to be registered by the PPSA or any other law; or
4. Correct a defect in a statement referred to in clause 1(a) or 1(b).
5. **HOLD HARMLESS AND INDEMNIFY** SMART-LINK HOMEWARES 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, SMART-LINK HOMEWARES in connection with:
6. the supply of goods and/or services to the Client; or
7. the recovery of monies owing to SMART-LINK HOMEWARES by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to SMART-LINK HOMEWARES ’s nominees contract default fee and legal costs; or
8. monies paid by SMART-LINK HOMEWARES with the Client’s consent in settlement of a dispute that arises or results from a dispute between, SMART-LINK HOMEWARES, the Client, and a third party or any combination thereof, over the supply of goods and/or services by SMART-LINK HOMEWARES to the Client.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

1. I/We have received, read and understood **SMART-LINK HOMEWARES‘** Terms and Conditions prior to entering into this Guarantee and Indemnity and **agree** to be bound by those Terms and Conditions.
2. 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 monies owing to SMART-LINK HOMEWARES by the Client and all obligations herein have been fully paid satisfied and performed.
3. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on SMART-LINK HOMEWARES ‘ part (whether in respect of the Client 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 Client’s obligations to SMART-LINK HOMEWARES, each Guarantor shall be a principal debtor and liable to SMART-LINK HOMEWARES accordingly.
4. If any payment received or recovered by SMART-LINK HOMEWARES is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SMART-LINK HOMEWARES shall each be restored to the position in which they would have been had no such payment been made.
5. 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.
6. 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 Client to SMART-LINK HOMEWARES.
7. I/we irrevocably authorise SMART-LINK HOMEWARES to obtain from any person or company any information which SMART-LINK HOMEWARES may require for credit reference purposes. I/We further irrevocably authorise SMART-LINK HOMEWARES 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 SMART-LINK HOMEWARES as a result of this Guarantee and Indemnity being actioned by SMART-LINK HOMEWARES.
8. The above information is to be used by SAMRT-LINK HOMEWARES for all purposes in connection with SMART-LINK HOMEWARES 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:

EXECUTED as a Deed this day of 20\_\_\_\_

GUARANTOR-2

SIGNED:

FULL NAME:

HOME ADDRESS:

DATE OF BIRTH:

SIGNATURE OF WITNESS:

NAME OF WITNESS:

OCCUPATION:

PRESENT ADDRESS:

EXECUTED as a Deed this day of 20\_\_\_\_

CONDITION OF SALE

PAYMENT IS STRICTLY NEXT 30 DAYS FROM THE DATE OF INVOICE--FAILURE TO MEET THESE TERMS MAY RESULT IN THE NON-SUPPLY OF STOCK.

Should the account exceed 30 days trading terms, a service fee of 5% per month on the overdue amount may be debited to the customer’s Account, and to pay Smart-link all expenses of collection.

Should the account exceed its credit limit, we can only supply the goods on C.O.D basis. We reserve the right to the final explanation of supplying.

The law in which this application is lodged shall apply to the terms of this application or any proceedings in respect of or any cause of action arising out of this application.

Credit returns are to be notified with photo evidence in writing to our office within7 days of receipt of the Goods and will only be accepted on the SMART-LINK HOMEWARES confirmation slip with authorization.

Title to the goods shall not pass until monies owing by the purchaser have been paid in full to SMART-LINK HOMEWARES and until such times, acknowledgement that the purchase holds the goods as agent for SMART-LINK HOMEWARES.

If the above conditions are not adhered to, SMART-LINK HOMEWARES reserves the unconditional right to withdraw credit facilities and requires payment to the full amount immediately.

I/we confirm that our obligations are not released, discharged or otherwise affected by the agreement of SMART-LINK HOMEWARES to any variation or waiver of the terms of this Trading Application with the applicant.

The customer acknowledges that it has received, read, understood and accepted SMART-LINK HOMEWARES’s Conditions of Sale.

To comply with the PRIVACY ACT 1988 the customer acknowledges that SMART-LINK HOMEWARES has informed it that certain items of personal information about the customer contained in or relating to this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency.

 

**PLEASE RETURN ALL PAGES TO** **orders@smartlinkhome.com.au** **OR FAX (02) 9727 5008**