

## ***Application for Credit & Guarantee Form***

Revision: 1.5

NOTE: Please forward applications to the accounts department:

Fax: (07) 3348 2939

And then post the original form to:

1 / 136 Glenora Street, Wynnum, Qld 4178

***\*We must receive the original completed application***

### **CUSTOMER DETAILS:**

Company Name: .....

Trading Name: .....

A.B.N.: .....

Business Address: .....

..... Post Code: .....

Postal Address: .....

..... Post Code: .....

Telephone: ..... Mobile: ..... Fax: .....

Email Address: .....

Accounts Contact Name: .....

Accounts Contact Phone: ..... Mobile: .....

Managers Name .....

### **Purchasing Officer (If applicable)**

Name: .....

Contact: .....

Are you part of a buying group? If so which one: .....

Change of ownership, effective at: .....

Bank Details: .....

Name of Bank: ..... Branch: .....

Credit Limit Requested: \$ .....

Hereinafter called "The Customer" - (Refer to Terms & Conditions)

**Trade References:**

1: Name: ..... Telephone: .....

2: Name: ..... Telephone: .....

3: Name: ..... Telephone: .....

**Type of Industry:**

OEM  Retail  Re-seller  Mining

Other (please specify): .....

**Credit Department to Complete - Office Use Only** \_\_\_\_\_

Date Received: .....

Reference 1: .....

Reference 2: .....

Reference 3: .....

**Trade Report:**

Comments: .....

.....

.....

Approved:

Credit Limit: ..... Account Number: .....

Rejected:

Reason .....

.....

Credit Managers Signature: ..... Date: .....

**Customer Category:  
Director(s), Proprietors(s), Guarantor(s), Managers(s) To Complete.**

Surname: .....

Given Names: .....

Residential Address: .....

.....

..... Post Code: .....

Date Of Birth: ..... / ..... / .....

Telephone: ( ..... ) .....

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Surname: .....

Given Names: .....

Residential Address: .....

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..... Post Code: .....

Date Of Birth: ..... / ..... / .....

Telephone: ( ..... ) .....

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Surname: .....

Given Names: .....

Residential Address: .....

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..... Post Code: .....

Date Of Birth: ..... / ..... / .....

Telephone: ( ..... ) .....

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**Hereinafter called "The Guarantors"**

## **1. Guarantee**

I/We the above named Guarantors hereby agree jointly and severally to the answerable and responsible to Couplemate Trailer Parts Pty Ltd for the due payment buy the Customer for all such goods and services as Couplemate Trailer Parts Pty Ltd may from time to time supply to the Customer. I/We acknowledge that this Agreement shall be a continuing Guarantee to Couplemate Trailer Parts Pty Ltd for all debts whatsoever and whensoever contracted by the Customer with Couplemate Trailer Parts Pty Ltd in respect of goods or services supplied or to the supplied to the Customer (including any administration fee payable under 3.2 below). It is hereby agreed and declared that, although as between the Guarantors and the Customer, the Guarantors and each of them if more than one shall be deemed to be a principal debtor and liable jointly and severally accordingly. The Guarantors shall not jointly or severally be released by an act, matter or thing the happening of which would release one liable only as surety. The Guarantee shall bind each of the persons executing it notwithstanding that one or more of the persons named in the Guarantee as Guarantor may not execute or may not be bound by this Guarantee.

## **2. Retention of Title**

Couplemate Trailer Parts Pty Ltd reserves the following rights in relation to any and all goods supplied by it to the Customer until all accounts and/or monies owed by the Customer to it, (whether for the goods or otherwise) are fully paid:

- 2.1 Legal ownership of the goods;
- 2.2 To enter the Customer's premises (or the premises of any associated Company or agent where the goods are located) without liability for trespass or any resulting damage and to retake possession of the goods; and
- 2.3 To keep or resell any goods repossessed pursuant to 2.2 above. If the goods are resold by the Customer, the Customer shall hold such parts of the proceeds of any such sale as represents the invoiced price of the goods sold in a separate identifiable account as the beneficial property of Couplemate Trailer Parts Pty Ltd and shall pay such amount to Couplemate Trailer Parts Pty Ltd upon request. Notwithstanding the provisions above, Couplemate Trailer Parts Pty Ltd shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.

## **3. Payment Terms**

- 3.1 Unless otherwise agreed in writing all accounts shall be payable within 30 days from date of invoice or as may otherwise be set out on any invoice or statement of account issued by Couplemate Trailer Parts Pty Ltd. In the event that the payment is not made as agreed, Couplemate Trailer Parts Pty Ltd may at its option withhold further deliveries or cancel any outstanding orders without notice to the Customer and without prejudice to any other action or remedy which Couplemate Trailer Parts Pty Ltd has or might otherwise have had, and all money owing and outstanding to Couplemate Trailer Parts Pty Ltd on any account whatsoever and irrespective of whether the due date on any statement of account has occurred or passed shall become immediately due and payable (including any administration fee payable under 3.2 below).
- 3.2 The Customer acknowledges and agrees that, if the Customer does not pay the invoiced price of the goods in full within 30 days of the date of the first statement of account that relates to the relevant invoice (or such other date as Couplemate Trailer Parts Pty Ltd may specify), or the Customer breaches any other trading term (including, but not limited to, any term in the Application for Credit and Guarantee Form), the Customer may, in addition to the invoiced price of goods, pay to Couplemate Trailer Parts Pty Ltd an administration fee equal to 2.5% of the invoiced price of the goods. The administration fee will appear on each invoice.

## **4. Application of the PPSA**

- 4.1 In this clause 3, the PPSA means the Personal Property Security Act 2009. The definitions therein contained hold the same meaning in this clause and document as can be found within the PPSA.
- 4.2 This clause, as applied under the conditions this document, of the document pertains to the Couplemate Trailer Parts Pty Ltd interest in any goods is a security interest.
- 4.3 The purchaser (person / entity) acknowledges and agrees that Couplemate Trailer Parts Pty Ltd, may apply to register a security interest in the Goods at any time before or after delivery of any goods purchased. The aforementioned purchaser waives his / her / its rights under Section 157 of the PPSA to receive notice of any verification of the registration.
- 4.4 If the purchaser defaults in its obligations to Couplemate Trailer Parts Pty Ltd under the conditions herein contained, or any other agreement for Couplemate Trailer Parts Pty Ltd to supply goods of the same, similar or different to the purchase, Couplemate Trailer Parts Pty Ltd may enforce its security interest in any goods by exercising all or any of its rights under these conditions or those of the PPSA. To the maximum extent permitted by law, the Purchaser and

Couplemate Trailer Parts Pty Ltd agree that the following provisions of the PPSA do not apply to the enforcement by Couplemate Trailer Parts Pty Ltd of its security interest in the aforementioned goods; sections 95, 118, 121(4), 125, 130, 132(3)(D), 132(4), 135, 142 and 143.

4.5 The Purchaser and Couplemate Trailer Parts Pty Ltd agree not to disclose information of any kind mentioned in section 275(1) of the PPSA, except in circumstances required by sections 275(1) and 275(76)(b) - (e) of the PPSA.

4.6 It remains the responsibility of the Purchaser to ensure that full disclosure and cooperation is provided to Couplemate Trailer Parts Pty Ltd, to ensure that Couplemate Trailer Parts Pty Ltd interest in the goods remains at all times a perfected security interest in the goods supplied to the Purchaser.

4.7 Nothing contained herein this clause is limited to / by any other provision of these condition or any other agreement between the parties.

**5. Withdrawal of Credit**

Couplemate Trailer Parts Pty Ltd may withdraw credit from the Customer at any time without prior notice.

**6. Change of Ownership**

I / We shall advise Couplemate Trailer Parts Pty Ltd in writing of any changes in respect of ownership or address.

**7. Terms and Conditions**

I / We shall abide by Couplemate Trailer Parts Pty Ltd's conditions of sale as may be advised to us from time to time.

**8. Privacy Legislation**

I/We agree, pursuant to the Commonwealth Privacy Act 1988 that disclosures by a Credit Reporting Agency to Couplemate Trailer Parts Pty Ltd, and use by Couplemate Trailer Parts Pty Ltd of the relevant information referred to in the Act may occur for the purpose of assessing this application.

**9. Warranty**

I / We warrant the accuracy of the information set out in this Application for Credit and Guarantee Form.

**All Guarantors to Sign:**

Full Name: (print) .....

Signature: .....

Full Name: (print) .....

Signature: .....

Full Name: (print) .....

Signature: .....