



Credit Application Form - Commercial Credit

Full Name of Company / Business _____
 Trading Name _____ A.B.N. No _____
 B.S.A. No _____ A.C.N. No _____
 Nature of Business _____
 Trading Address _____ Postcode _____
 Postal Address _____ Postcode _____
 Bus. Phone Number () _____ Fax Number () _____
 Name of Principal Contact _____
 Title _____ Email _____
 Direct Phone Number () _____ Mobile Phone Number _____

Directors / Proprietors / Sole Traders details (must be completed by each applicant)

(if there is insufficient room please use a separate page)

1. FULL Name _____ DRIVER LIC: _____
Address _____
2. FULL Name _____ DRIVER LIC: _____
Address _____
3. FULL Name _____ DRIVER LIC: _____
Address _____
4. FULL Name _____ DRIVER LIC: _____
Address _____

Trade References

Company Name	Address/Acc Number	Telephone/Fax/Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

Amount of Credit Required Monthly \$ _____ Terms – 14 days from Date of Invoice

DAPCO METAL ROOFING

Agreement that Dapco Metal Roofing may seek consumer credit information (Section 18k (1) (b), Privacy Act 1988)

If Dapco Metal Roofing considers it relevant to assessing my/our application for commercial credit, I/we agree to Dapco Metal Roofing obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Dapco Metal Roofing

2. Exchanging information with other credit providers (Section 18n (1) (b), Privacy Act 1988)

I/we agree to Dapco Metal Roofing obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Dapco Metal Roofing or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Dapco Metal Roofing

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Dapco Metal Roofing may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

1. Name (please print) _____

Signature _____ Date _____

2. Name (please print) _____

Signature _____ Date _____

3. Name (please print) _____

Signature _____ Date _____

4. Name (please print) _____

Signature _____ Date _____

Guarantee and Indemnity

In this document ("Guarantee"):

- (a) "Guarantor" means the person(s) listed below as guarantor (jointly and severally):
- (b) "Secured Monies" means all monies owing by the customer to Dapco Metal Roofing from time to time in respect of Goods & Services supplied and all costs and expenses which may be payable by the customer to Dapco Metal Roofing.
- (c) "Terms and Conditions" means the Dapco Metal Roofing standard Terms and Conditions of sale applicable to the customer;
- (d) Unless otherwise stated, terms used or defined in the Terms and Conditions have the same meaning in the Guarantee.

In consideration of Dapco Metal Roofing at the request of the Guarantor providing credit to the customer for Goods supplied from time to time the guarantor agrees to the following terms:

1 Guarantee

The Guarantor guarantees to Dapco Metal Roofing the due payment by the customer of the secured Monies.

2. Indemnity

The guarantor indemnifies Dapco Metal Roofing against all losses, damages, costs and expenses which Dapco Metal Roofing may suffer as a consequence of any failure by the Customer to pay any of the secured Monies.

3. Payment

On any default by the customer to pay any of the secured monies the Guarantor shall forthwith on demand by Dapco Metal Roofing pay such secured monies to Dapco Metal Roofing without the necessity of any prior demand having been made on the customer or any other steps being taken against the customer or its assets to enforce payment.

4. Charge

The guarantor hereby charges in favor of Dapco Metal Roofing the Guarantor will:

- (a) charge in favour of Dapco Metal Roofing all beneficial interests freehold and leasehold in real estate held now or in the future by it as security payment of all and any monies payable by the guarantor under this Guarantee;
- (b) Execute a mortgage or other instrument of security in a form requested by Dapco Metal Roofing

5. Liability Unaffected

The liability of the Guarantor under this is not affected by:

- (c) The granting of time or any other indulgence to the customer;
- (d) The release, waiver or variation of any of Dapco Metal Roofing rights against the customer or any neglect or omission to enforce such rights;
- (e) any other things which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from the obligations under this guarantee;
- (f) The release of any one or more Guarantor by Dapco Metal Roofing
- (g) Amendment of the Terms and Conditions;
- (h) The customer:

(l) being an individual committing and act of bankruptcy or becoming an insolvent under administration; (ii) being a body corporate becoming an externally administered body corporate or having an application for winding up filed against it;

The customer's obligations for payment becoming illegal, void, avoidable or unenforceable in whole or in part;

(j) Payment by the customer to Dapco Metal Roofing to the extent that payment might be void or avoidable for any reason (including under the Bankruptcy Act 1966 or the Corporations Act 2001);

(k) Failure to give notice of any matter to the Guarantor (including notice of default by the customer);

(l) the Guarantor ceasing to be an officer of the Customer;

(m) The termination of any agreement between Dapco Metal Roofing and the Customer; or

(n) The withdrawal of or any variation to the credit provided by Dapco Metal Roofing to the customer.

6. Waiver of Rights

The Guarantor waives any rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at anytime be inconsistent with any provisions of the Guarantee.

7. Continuing Obligation

The Guarantee is a continuing security and remains in force until the Secured Monies have been fully paid.

8. Costs

The guarantor must Pay Dapco Metal Roofing all costs and expenses incurred by Dapco Metal Roofing in connection with the Guarantee, including legal costs (on a solicitor – client basis). Stamp duty and costs incurred in the recovery of monies owing by the customer to Dapco Metal Roofing Pty Ltd or in otherwise enforcing Dapco Metal Roofing rights against the customer under the Terms and Conditions or the Guarantor under the Guarantee.

9. Severance

If a provision of the Guarantee would but for this clause to be unenforceable:

(o) The provision must be read down to the extent necessary to avoid that result;

(p) If the provision must be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of this guarantee.

10. Applicable Law

This document is powered by the law of the State or Territory applicable to the relevant Terms and Conditions and the courts of that State or Territory have non exclusive jurisdiction in connection with this document.

11. Dapco Metal Roofing may assign

Without notice to the Guarantor or the Customer, Dapco Metal Roofing may assign to any person

(q) The whole or any part of a debt comprised in the secured money; and/ or

(r) This Guarantee including the benefit of any indemnity in the Guarantee.

12. Final Discharge

Even when the Guarantor does not owe money to Dapco Metal Roofing Dapco Metal Roofing is not obliged to discharge the Guarantee if in Dapco Metal Roofing's opinion:

(s) Within a reasonable time the Guarantor might owe money to Dapco Metal Roofing;

(t) A payment made to Dapco Metal Roofing is void or voidable for any reason (including under the Bankruptcy Act 1966 or the Corporations Act 2001).

The Guarantor acknowledges that they have read and understand this Guarantee and, prior to its execution have had the opportunity to obtain independent legal and – or financial advice.

EXECUTED AS A DEED

Name of Customer: _____

Guarantor

1. SIGNED, SEALED and DELIVERED by the said
(Signature)
(Print Name)
(Address)

.....
DATED this day of 2010

Witness

Name
Address
.....
Signature

Guarantor

3. SIGNED, SEALED and DELIVERED by the said
(Signature)
(Print Name)
(Address)

.....
DATED this day of 2010

Witness

Name
Address
.....
Signature

Guarantor

2. SIGNED, SEALED and DELIVERED by the said
(Signature)
(Print Name)
(Address)

.....
DATED this day of 2010

Witness

Name
Address
.....
Signature

Guarantor

4. SIGNED, SEALED and DELIVERED by the said
(Signature)
(Print Name)
(Address)

.....
DATED this day of 2010

Witness

Name
Address
.....
Signature

*** DO NOT USE COMPANY SEAL ***



TERMS OF COMMERCIAL CREDIT

In the following, 'you' means the individual, Director, Proprietors, Sole Trader or corporation to whom credit may be granted. 'We' and 'us' mean Dapco Metal Roofing ABN 40 344 744 169.

By applying for credit with Dapco Metal Roofing, you agree that –

1. **You settle your account at 14 days.** We must receive your payment by the 14th day from the *issue date* of the invoice. Any variation must be agreed in writing.
2. **Payment Claims and Invoices.** We may submit payment claims and/or invoices by fax, email *and/or* post.
3. **You are liable for debt collection, legal costs, and interest.** You must pay any dishonoured cheque fees associated with cheques received by us in payment of your account. You must pay any collection, legal or other costs we incur if your account is in default. You must pay interest on overdue amounts calculated at 15%pa.
4. **You will advise us if your details change.** You must tell us in writing if there is any change to the details given on your commercial credit application.
5. **We may withdraw credit at any time.** We may withdraw your credit, withhold supply, or put your account on hold, at any time and without prior notice.
6. **We may assign rights.** We may assign our rights under this agreement.
7. **We may change these terms.** We may change the terms of credit and terms of sale if we give you written notice of the change.
8. **The account may be closed.** Your account may be closed by you or us on seven days written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.