

**Quality Air Equipment Pty Ltd**

ABN 42 095 082 689

PO Box 43, 46 Governor Macquarie Drive, Chipping Norton NSW 2170

41-43 Governor Macquarie Drive, Chipping Norton, NSW 2170

Ph (02) 9724 9297 - Fax (02) 9724 9265

Email: sales@qualityair.com.au

Website: www.qualityairequipment.com.au

**CREDIT ACCOUNT APPLICATION**

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
<b>Personal Details:</b> (please complete if you are an Individual)			
D.O.B.:		Driver's Licence No:	
<b>Business Details:</b> (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)			
ABN:	ACN:	Date Established (current owners):	
Nature of Business:			
Paid Up Capital: \$		Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom):			
Directors / Owners / Trustee (if more than two, please attach a separate sheet)			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
<b>Account Terms:</b> <input type="checkbox"/> 30 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:		Phone No:	
Bank and Branch:		Account No:	
<b>Trade References:</b> (please provide companies that are willing to do trade references)			
Name:	Address:	Phone / Fax / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Quality Air Equipment Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

SIGNED (CLIENT): \_\_\_\_\_ SIGNED (QAE): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CLIENT'S SIGNATURE:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /



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## CLIENT INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>		
D.O.B.:	Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
Trading Name:		
ABN:	ACN:	Date Established <i>(current owners)</i> :
Contact Person:	Phone No.:	
Nature of Business:		
Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:

I certify that the above information is true and correct and that I accept the supply of credit by QAE *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Quality Air Equipment Pty Ltd which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (QAE WA):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CLIENT'S SIGNATURE:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		/ /

## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Quality Air Equipment Pty Ltd and its successors and assigns ("QAE") 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 (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

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

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

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

<b>GUARANTOR-1</b> 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____
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<b>GUARANTOR-2</b> 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____
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Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

