

Please fax this completed form back to Australian Graphic Supplies Pty Ltd (AGS) on 1300 132 688

Applicant's Name / Company Name: _____

Trustee, Partnership OR Sole Trader

Proprietary Limited Company

Please Sign Agreement on Page 1: Copy of Trust Deed & Drivers Licence Required

Please Complete Pages 1 & 2

Trading Name: _____

Business Address: _____

Postal Address: _____

Registered Office Address: _____

Phone No: _____

Fax No: _____

Mobile No: _____

Email: _____

Accounts Contact: _____

Email: _____

ABN No: _____

ACN No: _____

Nature of Business: _____

Date Business Commenced: _____

No of Employees: _____ Premises: Owned / Leased Approx. Monthly Purchases: \$ _____

Credit Limit Requested: _____

Trade Reference: Must be of the same trading value as requested as your credit limit

Name: _____ Tel: _____ Fax No: _____

Name: _____ Tel: _____ Fax No: _____

Name: _____ Tel: _____ Fax No: _____

Payment is due before the 30th day of the month following the date of invoice or as otherwise agreed.

1. The account, if granted, is for 30 days credit only and credit may be withdrawn at any time by AGS. Payment for the first order shall be made in advance before shipment of goods.
2. If an account becomes overdue AGS shall have the right to charge interest at a rate of 1.25% per month from the due date to the date that the account is paid in full and should the account be referred to a collection agency the Applicant shall pay a 15% collection fee plus legal costs on a solicitor/own client basis.
3. Should a dispute arise the parties mutually agree to the jurisdiction of the Courts of Queensland.
4. The applicant agrees that upon any default lasting more than 45 days, AGS may lodge a caveat over any and all property owned by the applicant and/or the guarantor.
5. I / We further acknowledge and agree that AGS Ltd remains the owner of the goods supplied, until paid for in full, and I / we agree to pay the costs, if any, incurred in the collection of the account in the event of default.
6. This Credit Application is subject to AGS Terms and Conditions as attached.

Name: _____ Title: _____

Signature: _____ Date: _____

Guarantee by the Directors of a Proprietary Limited Company

Not required if you are a sole trader – Please see Trustee/Sole Trader requirements on Page 1)

Applicant Company: _____ ABN #: _____

In consideration of AGS agreeing to supply goods and or services to the Applicant on credit,

I / we the undersigned Director/s of the Applicant, as Guarantor/s, do hereby covenant and agree with AGS as follows:

1. I / We hereby guarantee to you the due payment of all monies which are now or shall hereafter become due and owing to you by the Applicant on any account whatsoever and in particular for credit extended to the Applicant.
2. This Guarantee shall be a continuing Guarantee and shall not be terminated by either the death of the Guarantor or the liquidation of the Applicant or by any time or other indulgence granted to the Applicant or variation of the terms of trading between you and the Applicant.
3. You shall be at liberty without notice to us or the Applicant at any time and without in any way discharging us from any liability hereunder to grant time or other indulgences to the Applicant and to treat the Applicant in all respects as though I / we the Guarantors were jointly and severally liable with the Applicant instead of us being merely surety for the Applicant.
4. Security and Charge

Despite anything to the contrary contained herein of any other rights which AGS may have howsoever:

(a) where the Applicant and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Applicant and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to AGS or the AGS's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Applicant and/or the Guarantor acknowledge and agree that AGS (or the AGS's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

(b) Should AGS elect to proceed in any manner in accordance with this clause and/or its sub-clause, the Applicant and/or Guarantor shall indemnify AGS from and against all AGS's costs and disbursements including legal costs on a solicitor and own client basis.

(c) The Applicant and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint AGS or AGS's nominee as the Applicant's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

If the company has two or more directors, at least two directors are required to sign below:

Dated this _____ Day of _____ 20_____

1) Full Name of Director

Full Name of Witness

Signature of Director

Signature of Witness

Director Date of Birth

Director Drivers Licence No

Home address of Director 1

2) Full Name of Director

Full Name of Witness

Signature of Director

Signature of Witness

Director Date of Birth

Director Drivers Licence No

Home address of Director 2
