

APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Chill Refrigeration & Air Conditioning Pty Ltd

ABN: 23 065 445 892

Unit 2/12-14 Northumberland Drive Caringbah NSW 2229

P: 1300 244557 F: 02 9531 4844

WARNING: THIS IS AN IMPORTANT DOCUMENT

- ❖ So that you know exactly what you are entering into, BEFORE YOU SIGN THIS DOCUMENT, you should:
- ❖ Read this Application, and in particular the provisions of the Personal Guarantee, carefully. Do NOT sign this Application and/or the Personal Guarantee if there is anything you do not understand.
- ❖ Read Chill Refrigeration & Air Conditioning Pty Ltd's current Terms and Conditions of Trade provided to you with this Application.
- ❖ Obtain legal advice and/or financial advice in respect of this Application, Personal Guarantee and the Terms and Conditions of Trade.

In this Application,

- The applicant is described as the Customer.
- Chill Refrigeration & Air Conditioning Pty Ltd is described as Chill.

Customer Name(s):

(Note: Customer must be a legal entity. The names(s) specified above should correspond with the names(s) specified in Customer Details below)

Legal Entity:	<input type="checkbox"/>	Sole Trade	}	COMPLETE PARTS A,C,D,E & F
	<input type="checkbox"/>	Partnership		
	<input type="checkbox"/>	Pty Ltd Company	}	COMPLETE PARTS B,C,D,E,F & THE DIRECTORS'S PERSONAL GUARANTEE
	<input type="checkbox"/>	Trustee Company		
	<input type="checkbox"/>	Limited Company		

PART A- SOLE TRADER & PARTNERSHIP DETAILS

Complete this section if the applicant is a Sole Trader/Partnership

ABN: _____

FAMILY NAME: (1) (2)

FIRST NAME:

MIDDLE NAME:

DATE OF BIRTH:

DRIVERS LICENCE NO:

RESIDENTIAL ADDRESS:

.....

PART B- COMPANY DETAILS

Complete this section if the applicant is a Pty Ltd Company/Trustee Company/Limited Company.

COMPANY NAME:

REGISTERED ADDRESS:

ABN: _____ ACN: _____

DOES THIS COMPANY ACT AS A TRUSTEE FOR A TRUST? Yes No

If yes, what is the full name of the trust.

(Note: If the applicant is a Proprietary Limited company or the company acts as a trustee for a Trust, then the provision of personal guarantees from all the directors is required, and in cases where personal property is held jointly with another person(s), then that other person(s) must also provide a personal guarantee. A property search will be conducted by Chill prior to processing this Application.)

Directors Details

FAMILY NAME: (1) (2)

FIRST NAME:

MIDDLE NAME:

DATE OF BIRTH:

DRIVERS LICENCE NO:

RESIDENTIAL ADDRESS:

.....

PART C - TRADING DETAILS

Trading Name:

Registered Business Number: BN State

ABN: _____

Postal Address:

.....Post Code

Phone Number: () Fax Number: ()

Trading Address:

.....Post Code

Delivery Address:

.....Post Code

Accounts Payable Contact Name: Phone Number: ()

Accountants Name: Phone Number: ()

Address:

Year Business Established:

PART D – TRADING HISTORY

Annual Turnover \$

Is a copy of the Applicant's most recent Profit & Loss and/or Balance Sheet attached: Y/N

Has the Applicant or any Director noted above been declared Bankrupt or associated with an insolvent company? Y / N

If yes, Name Year of Bankruptcy/Insolvency

PART E- TRADING REFERENCES

Please provide names, addresses and contact numbers for 3 current suppliers.

Supplier Name and Address:

Phone Number:

1..... ()

2..... ()

3..... ()

PART F- CUSTOMER ACKNOWLEDGEMENT

The Applicant applies to Chill Refrigeration & Air Conditioning Pty Ltd ABN 23 065 445 892 (Chill) for credit. The Applicant acknowledges receipt of and agrees to be bound by Chill's Terms and Conditions of Trade.

The Applicant further acknowledges and agrees that:

- (i) Chill's current Terms and Conditions of Trade will govern the future supply of goods and services by Chill to the exclusion of all other terms and conditions;
- (ii) Chill may amend its current Terms and Conditions of Trade at any time by written notice to the Applicant's nominated postal address or by posting an amended copy on Chill's website www.chillrefrigeration.com.au and that the Applicant will be bound by any such amendments;
- (iii) If Chill considers it necessary in assessing this application, and to regularly review the Applicant's ongoing worthiness for commercial credit, Chill may obtain from, or disclose to a credit reporting agency or other credit providers as defined in the Privacy Act, credit reports or information containing both commercial and consumer credit information about the Applicant. This information can include any information that is included in this Application, has a bearing on the Applicant's credit worthiness, standing, history or capacity and is of a nature that credit providers are allowed to give, receive or exchange between each other in accordance with the Privacy Act in the normal course of business;
- (iv) This Application relates to all transactions with Chill and any other related divisions; and
- (v) Chill's payment terms are NET 7 days which means that all goods and services supplied to the Applicant must be paid within 7 calendar days from the date of the Tax Invoice.

Chill shall be deemed to have accepted this Application if it allows the Applicant to trade with Chill on credit.

The Applicant warrants that it has the present and future ability to pay all of its debts as and when the debts fall due.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER

Signature of Authorised Person

Name (Block Letters)

Position

Date

The person completing this Application on behalf of the Applicant REPRESENTS AND WARRANTS that the Applicant has authorised the signing of this form and that the information provided on behalf of the Applicant in this Application is true and correct, and that the Applicant ACKNOWLEDGES that the Company will rely on and be induced thereby granting credit facilities and/or deal with the Applicant.

DIRECTOR'S PERSONAL GUARANTEE

By signing this guarantee you will become personally liable for any debts incurred and unpaid by the Chill customer. Accordingly if you are unsure of your obligations under this guarantee please obtain independent legal advice BEFORE signing.

TO: **Chill Refrigeration & Air Conditioning Pty Ltd ACN 065 445 892**, its transferees, successors and assigns and related bodies corporate ("Chill"), in consideration of you supplying or continuing to supply goods and/or services to:

COMPANY NAME:

ACN: [] [] [] - [] [] [] - [] [] [] and hereinafter called the "Customer"

The Guarantor(s) as referred to in the signature section hereby jointly and severally covenant and agree with Chill as follows:

- 1 To guarantee the due and punctual payment by the customer to Chill of all monies now or at any time in the future owing to Chill on any account or any manner whatsoever by the Customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs (on an indemnity basis) and disbursements incurred by Chill in enforcing payment by the Customer of any such monies ("Guaranteed Money")
- 2 This guarantee is a continuing guarantee the Guaranteed Money and shall not be affected by any claim which the Guarantor(s) or the Customer may have against Chill.
- 3 In order to give effect to this guarantee the Guarantor(s) declare that Chill shall be at liberty to act as though the Guarantor(s) is/are the principal debtor(s) and the Guarantor(s) hereby waive any of their rights as surety which may at any time be inconsistent with this guarantee.
- 4 If Chill considers it relevant to assessing the guarantee the Guarantor(s) authorise Chill to obtain from a credit reporting agency a credit report containing personal credit information about the Guarantor(s).
- 5 The following will not in any way impair, prejudice or limit the effect of this guarantee; (i) the giving of time or credit or any indulgence of any kind to the Customer or the Guarantor(s) or any other person or corporation whatsoever; (ii) Chill failing for any reason to exercise any right or remedy it may or at any time have against the Customer or the Guarantor(s); (iii) the obligations of the Customer or the Guarantor(s) being illegal, invalid, void or unenforceable for any reason whatsoever; (iv) the Guarantor(s) not having notice of any neglect, failure or omission of the Customer to pay any monies due and owing to Chill or knowledge of Chill's breach or default of any obligation due to Chill; (v) Chill waiving or releasing any breach or default by or any obligation of the Customer or the Guarantor(s) or any one or more of them; (vi) the Guarantor(s) or any one or more of them not having knowledge of the Guarantor(s) or any particular transaction between the Customer and Chill; (vii) the death of any one or more of the Customer or the Guarantor(s); or (viii) by Chill making any variation or alteration in the terms of any agreement with or to be made with the Customer including Chill's Terms and Conditions of Trade.
- 6 Any payment made to Chill and later avoided by operation of any law (for example, voidable preference payments under provisions of the *Corporations Act*) shall be deemed not to discharge the Guarantor(s)' liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
- 7 If the Customer goes into liquidation, voluntary administration, receivership, bankruptcy or appoints a trustee pursuant to the provisions of the *Bankruptcy Act* then the Guarantor(s) irrevocable appoints Chill's company secretary and credit manager or a Solicitor engaged by Chill as Chill's lawful attorney to prove any debt of claim in any bankrupt, insolvent or assigned estate or in the liquidation or administration of the Customer and to attend all meetings of creditors therein and to vote thereof and to receive all dividends in any such bankrupt, insolvent or assigned estate or any such winding up or administration and to appoint a proxy or proxies for all or any such matters.
- 8 The Guarantor(s) hereby charges in favour of Chill all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the Guarantor(s) with the payment of the Guaranteed money. Without limiting the foregoing, the Guarantor(s) shall grant Chill a non-lapsing caveat or other similar instrument over any freehold or leasehold property. The Guarantor(s) hereby irrevocably appoints all and any of Chill's company secretary and credit manager or a Solicitor engaged by Chill as Chill's lawful attorney for the purposes of doing such acts and things and executing all such

freehold or leasehold property and for such purposes a declaration of default duly executed for and on behalf of Chill by such persons shall be deemed sufficient evidence of such default The Guarantor(s) agree to pay all of Chill's expenses in relation to this clause 8 including expenses of preparation, execution, stamping, registration, lodgement, enforcement, discharge or withdrawal of any power of attorney, caveat or mortgage and all legal costs on an indemnity basis to which Chill is put as a result of taking steps to protect, recover and/or enforce in any way the charge(s) created, and those expenses will be added to the Guaranteed Money and form part of the Guaranteed Money.

- 9 Until Chill has received all the Guaranteed Money and Chill is satisfied that it will not have to repay any money received by it in connection with the Guaranteed Money, the Guarantor(s) must not (either directly or indirectly) claim or exercise any right of set-off, counterclaim or other right or release at law or in equity which has or might have the effect of reducing or discharging the Guarantor(s)' liability under this guarantee.
- 10 Chill may release any guarantor who is a party to this guarantee or enter into a composition with any such guarantor without lessening or limiting the liability of any other guarantor who has executed this guarantee.
- 11 Chill may without notice to the Guarantor(s) make any credit arrangement with, take and deal with any security given by or assent to any deed of assignment, deed of arrangement and/or composition of the Customer without affecting the liability of the Guarantor(s).
- 12 It is expressly declared that notwithstanding the fact that this guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- 13 This guarantee and the construction and interpretation of it shall be governed by the laws of New South Wales in force for the time being and from time to time, and the parties to this guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this guarantee.
- 14 Service of any notice, demands, proceedings, summonses, suits or actions (collectively called "process") upon the Guarantor(s) may be effected by Chill or Chill's solicitors sending such process by post to the Guarantor(s)' address as disclosed herein or to the last disclosed address of the Guarantor(s) in any company or business name search. Service shall be deemed to have been effected two business days after posting of the process.

The Guarantor(s) whose signatures appear below acknowledge that they have been advised by Chill to seek independent legal advice before signing this guarantee.

Dated this _____ day of _____ 20 ____ .

**Signed as a Deed by Guarantor
(Director 1)**

**Signed as a Deed by Guarantor
(Director 1's Partner)**

Full Name: _____

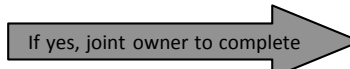
Full Name: _____

Date of Birth: _____

Date of Birth: _____

Value of Owned Real Estate: \$ _____

Mortgage: \$ _____ Owned Jointly: Yes [] No []



Signature of Guarantor: _____

Signature of Guarantor: _____

Witnesses Signature: _____

Witnesses Signature: _____

Name of Witness: _____

Name of Witness: _____

Address of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 2)**

Full Name: _____

Date of Birth: _____

Value of Owned Real Estate: \$ _____

Mortgage: \$ _____ Owned Jointly: Yes [] No []

Signature of Guarantor: _____

Witnesses Signature: _____

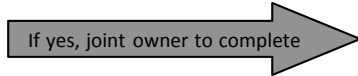
Name of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 2's Partner)**

Full Name: _____

Date of Birth: _____



Signature of Guarantor: _____

Witnesses Signature: _____

Name of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 3)**

Full Name: _____

Date of Birth: _____

Value of Owned Real Estate: \$ _____

Mortgage: \$ _____ Owned Jointly: Yes [] No []

Signature of Guarantor: _____

Witnesses Signature: _____

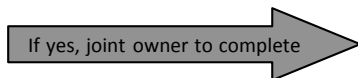
Name of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 3's Partner)**

Full Name: _____

Date of Birth: _____



Signature of Guarantor: _____

Witnesses Signature: _____

Name of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 4)**

Full Name: _____

Date of Birth: _____

Value of Owned Real Estate: \$ _____

Mortgage: \$ _____ Owned Jointly: Yes [] No []

Signature of Guarantor: _____

Witnesses Signature: _____

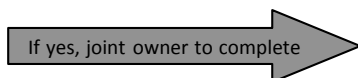
Name of Witness: _____

Address of Witness: _____

**Signed as a Deed by Guarantor
(Director 4's Partner)**

Full Name: _____

Date of Birth: _____



Signature of Guarantor: _____

Witnesses Signature: _____

Name of Witness: _____

Address of Witness: _____