

7 DAY ACCOUNT - CREDIT APPLICATION FORM

PERSONAL GUARANTEE



TRADING/REGISTERED NAME:	ABN NO:
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HEREAFTER REFERRED TO AS "THE APPLICANT"

TRADING ADDRESS:	ADDRESS OF REGISTERED OFFICE
	POSTAL ADDRESS:
PHONE:	FAX:

PAID UP CAPITAL \$	PUBLIC COMPANY <input type="checkbox"/>
NET ASSETS \$	PRIVATE COMPANY <input type="checkbox"/>
ANNUAL SALES \$	PARTNERSHIP <input type="checkbox"/>
TYPE OF BUSINESS	SOLE TRADER <input type="checkbox"/>
HOW LONG ESTABLISHED?	IS THE ENTITY A TRUST? YES OR NO
CREDIT REQUIREMENTS PER MONTH?	TYPE OF GOODS PURCHASED

IF BUSINESS ESTABLISHED LESS THAN 6 MONTHS PLEASE ATTACH DETAILS OF MANAGEMENT AND PREVIOUS BUSINESS EXPERIENCE..

NAMES OF DIRECTORS/PARTNERS/PROPRIETORS (DELETE WHICH EVER NOT APPLICABLE)

NAME	D.O.B.	HOME ADDRESS & PHONE NO.

IS THE APPLICANT AFFILIATED WITH, CONNECTED WITH, OR A SUBSIDIARY OF A TRADING GROUP OR HOLDING COMPANY? **YES OR NO**

IF YES, GIVE THE NAME AND ADDRESS OF THE PRINCIPAL. _____

TRADE REFERENCES

NAME	ADDRESS	TELEPHONE	FAX NO.
BANK	BRANCH		

I HAVE READ & UNDERSTAND THE STANDARD TERMS & CONDITIONS OF SALE ON THE BACK OF THIS CREDIT APPLICATION AND ACKNOWLEDGE THAT FAILURE TO COMPLY WITH SAID CONDITIONS WILL CAUSE THE WITHDRAWL OF CREDIT FACILITIES AND LEAD TO SUBSEQUENT LEGAL ACTION & AS A DIRECTOR/DULY AUTHORISED OFFICER OF THE APPLICANT GIVE PERMISSION TO M&G OYSTER SUPPLIES PTY LTD ("THE COMPANY") TO INVESTIGATE ITS CREDIT WORTHINESS AND I DECLARE THE ABOVE INFORMATION TO BE TRUE & CORRECT.

THE **COMMON SEAL** OF **THE APPLICANT** WAS HEREUNTO DIRECTOR: _____ NAME: _____
 AFFIXED BY THE AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF SECRETARY _____ NAME: _____

SIGNED FOR & BEHALF OF THE APPLICANT BY A DULY AUTHORISED OFFICER _____ NAME: _____

GUARANTEE

IF CONSIDERATION OF THE COMPANY AT THE REQUEST OF MYSELF/OURSelves ENTERING INTO THIS SALES & GRANTING CREDIT TO THE APPLICANT IN RESPECT OF THIS SALE & AS SEPARATE SEVERABLE CONVENANTS.

I/WE - NAME: _____ - AND NAME: _____

GUARANTEE TO THE COMPANY BY WAY OF CONTINUING GUARANTEE THAT I/WE WILL BE JOINTLY WITH THE APPLICANT & SEVERALLY LIABLE TO THE COMPANY FOR THE DUE OBSERVANCE OF ALL CONDITIONS EXPRESSED OR IMPLIED IN THE CONDITIONS OF SALE SET OUT IN THIS FORM AS WELL AS THE DUE PAYMENT BY THE APPLICANT & ANY TRANSFERS OF EVERY SUM PAYABLE BY IT UNDER THIS OR ANY COMPOSITION WITHOR THE WAIVER OF ANY DEFAULT BY THE COMPANY OF THE FORBEARANCE OF THE COMPANY TO ENFORCE ANY CONDITION WILL NOT DISCHARGE THIS GUARANTEE WHICH INCLUDES AN OBLIGATION TO PAY THE COMPANY A SUM EQUAL TO ANY OTHER PAYMENT TO THE COMPANY SET ASIDE UNDER ANY INSOLVENCY LAW IF ANY CONDITION IS NOT ENFORCABLE FOR ANY REASON. I/WE AGREE TO INDEMNIFY THE COMPANY AGAINST ALL MONIES WHICH WOULD HAVE BEEN RECOVERABLE FROM THE APPLICANT HAD THE CONDITION BEEN FULLY ENFORCEABLE.

SIGNATURE: _____ SIGNATURE: _____ WITNESS: _____ DATE _____

NAME: _____ NAME: _____ NAME: _____ -----/-----/-----

STANDARD TERMS & CONDITIONS OF SALE ...

M & G OYSTER SUPPLIES PTY LIMITED (“THE SELLER”) WILL ON REQUEST SUPPLY TO THE BUYER (“THE APPLICANT”) SUCH GOODS AS THE BUYER (“THE APPLICANT”) REQUESTS SUBJECT TO AVAILABILITY.

ALL SUCH ORDERS FOR GOODS SHALL BE DEEMED TO BE AN OFFER BY THE BUYER (“THE APPLICANT”) TO PURCHASE GOODS PURSUANT TO THESE CONDITIONS.

ACCEPTANCE OF DELIVERY OF THE GOODS SHALL BE DEEMED CONCLUSIVE EVIDENCE OF THE BUYERS (“THE APPLICANT’S”) ACCEPTANCE OF THESE CONDITIONS.

THE PRICE OF THE GOODS SHALL BE SUCH AS IS DETERMINED FROM TIME TO TIME BY THE SELLER AND SHALL BE AT THE RATE RULING ON THE DATE OF THE SELLERS INVOICE.

PAYMENT SHALL BE MADE WITHIN 7 (SEVEN) DAYS OF DELIVERY FOR WEEKLY ACCOUNTS.

INTEREST ON OVERDUE INVOICES, SUBJECT TO THE SELLER’S DISCRETION SHALL ACCRUE FROM THE DATE WHEN PAYMENT BECOMES DUE AT THE RATE OF 12% PER ANNUM.

DELIVERY OF THE GOODS SHALL BE MADE TO THE BUYER’S (THE APPLICANT’S) ADDRESS ON THE DELIVERY DATE.

AFTER ACCEPTANCE OF THE GOODS THE BUYER (“THE APPLICANT”) WILL NOT BE ENTITLED TO REJECT THE GOODS.

TITLE OF THE GOODS AND RISK SHALL PASS ON DELIVERY OF THE GOODS.