



AJP INDUSTRIAL SUPPLIES

PO Box 5948, MACKAY MC, QLD 4741
 23 IRIDIUM DRIVE, PAGET, QLD 4740
 PH: (07) 4998 5299 FAX: (07) 4998 5399
 EMAIL: admin@ajpind.com.au
 ABN: 21 128 859 110

APPLICATION FOR COMMERCIAL CREDIT FACILITIES

WE HEREBY APPLY FOR A 30 DAY CREDIT ACCOUNT AND SUBMIT THE ENCLOSED CONFIDENTIAL INFORMATION FOR THIS PURPOSE ONLY.

APPLICANT

FULL COMPANY NAME:			
TRADING NAME OF APPLICANT:			
PHONE NO:		FAX NO:	
POSTAL ADDRESS:			
DELIVERY ADDRESS:			
ACCOUNTS ADDRESS:			
ACCOUNTS EMAIL:			
A/C PHONE NO:		A/C FAX NO:	
DATE BUSINESS COMMENCED		NATURE OF BUSINESS:	
IS APPLICANT: <i>(PLEASE CIRCLE)</i>			
COMPANY	PARTNERSHIP	SOLE TRADE	TRUST
IF A COMPANY:			
DATE OF INCORPORATION:		ABN:	
CREDIT REQUIRED			
INITIAL AMOUNT: \$		MONTHLY AFTER: \$	



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DIRECTORS AND MANAGEMENT

DETAILS OF DIRECTORS/ PARTNERS/ SOLE TRADER

1	
FULL NAME	POSITION
PRIVATE ADDRESS	PRIVATE PHONE

2	
FULL NAME	POSITION
PRIVATE ADDRESS	PRIVATE PHONE

3	
FULL NAME	POSITION
PRIVATE ADDRESS	PRIVATE PHONE

BANKERS AND PROFESSIONAL CONSULTANTS

BANK DETAILS	
NAME	ADDRESS



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SOLICITORS DETAILS	
NAME	ADDRESS

ACCOUNTANT DETAILS	
NAME	ADDRESS

TRADING REFERENCES (PLEASE SUBMIT DETAILS OF MAJOR CREDIT SUPPLIERS)

NAME	AVERAGE MONTHLY \$	EMAIL	PHONE

SHOULD ANY CHANGES TAKE PLACE AFFECTING THE LEGAL ENTITY, STRUCTURE OR MANAGEMENT CONTROL OF THE APPLICANT BUSINESS, THE COMPANY MUST BE NOTIFIED ACCORDINGLY.

I /WE ACKNOWLEDGE RECEIPT OF AND ACCEPT THE STANDARD TERMS OF TRADE OF AJP INDUSTRIAL SUPPLIES AND CERTIFY THAT I/ WE ARE AUTHORISED TO SIGN THE CREDIT APPLICATION ON BEHALF OF THE APPLICANT AND THAT THE INFORMATION GIVEN ABOVE IS CORRECT.

SIGNATURE _____ POSITION _____

NAME IN PRINT _____ DATE _____

SIGNATURE _____ POSITION _____

NAME IN PRINT _____ DATE _____



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PRIVACY ACT DECLARATION BY DIRECTORS

IN RELATION TO THE APPLICATION FOR COMMERCIAL CREDIT SUBMITTED BY AJP INDUSTRIAL SUPPLIES AND TO ANY COMMERCIAL CREDIT EXTENDED SHOULD THIS APPLICATION BE APPROVED, EACH OF THE UNDER SIGNED INDIVIDUALS HEREBY ACKNOWLEDGE AND AGREE THAT, SUBJECT ALWAYS TO THE PROVISION OF THE PRIVACY ACT 1988, IF YOU CONSIDER IT RELEVANT TO ACCESSING THE APPLICATION OR WHETHER TO ACCEPT THE INDIVIDUAL AS A GUARANTOR FOR ANY COMMERCIAL CREDIT SOUGHT OR EXTENDED OR TO COLLECTING OVERDUE PAYMENTS, YOU MAY OBTAIN FROM OR PROVIDE TO A CREDIT REPORTING AGENCY, ANOTHER CREDIT PROVIDER OR ANOTHER AUTHORISED PARTY, A REPORT CONTAINING PERSONAL INFORMATION OR PERSONAL CONSUMER CREDIT INFORMATION OF THE TYPE PERMITTED BY LAW AND MAY USE SUCH INFORMATION FOR ANY PURPOSE ALLOWED BY LAW, INCLUDING EXCHANGING SAME WITH ANOTHER CREDIT PROVIDER FOR THE PURPOSE OF ACCESSING THE APPLICANTS CREDIT WORTHINESS OR ANY APPLICATION FOR CREDIT OR COMMERCIAL CREDIT LODGED BY THE APPLICANT

(PRINT NAME OF DIRECTOR) (SIGNATURE) (DATE)

(PRINT NAME OF DIRECTOR) (SIGNATURE) (DATE)



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PERSONAL GUARANTEE

1. In consideration of the above names Companies ("the Grantor") granting credit to the Applicant named in the Application to open a Credit Account attached to this Guarantee, I/We whose name/s appear below ("the Guarantors") agree to be individually responsible for the payment of all monies now or at any time due and remaining unpaid by the said Application.
2. This Guarantee is to be a continuing Guarantee and my/our liability under shall not be affected by the Grantor granting time of any other indulgence.
3. This Guarantee will bind the legal personal representative of my Estate and my successors. This Guarantee shall not be revoked by my death, but may be revoked by the representative of my Estate in writing to the Grantor within seven days from the date of my death, but without removing the obligations of my Estate to pay any amounts outstanding at the time of such revocation.
4. If any of the obligations hereby guaranteed are not at any time enforceable against the Applicant then this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Grantor in respect of any failure by the Applicant to make any payment or perform or observe any covenant or obligation under the Credit Application herein.
5. The Guarantor (and if there be more than one, then each Guarantor jointly and severally) hereby charges all his real estate now owned, or acquired in the future, with payment of all monies due to the Grantor hereunder from time to time.
6. The Guarantor hereby creates a security interest in favour of the Grantor by way of charging all of his rights, property and undertaking of whatever kind and wherever situated and whether present or future for the purpose of securing payment of all amounts that, at any time and for any reason or circumstance and whether at law or otherwise and whether or not of a type within the contemplation of the parties at the date of this Guarantee, are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Guarantor to the Grantor. If the Guarantor fails to pay any amount owing to the Grantor by the date on which such payment is due, the Grantor may enforce this security interest. The Guarantor agrees that if demand is made by The Grantor, upon receiving such a demand the Guarantor will immediately execute a real property mortgage or other instrument of security, or consent to caveat, as required, and against the event that the Guarantor fail to do so within the reasonable time of being so requested, the Guarantor hereby irrevocable and by way of security, appoints any credit manager or solicitor engaged by the Grantor to be the guarantor's true and lawful attorney to execute and register such instruments. The Grantor may register any security interest created under this clause or otherwise in this Guarantee, and may give any notification in the connection with a security interest. The Guarantor must do anything the Grantor asks and considers necessary for the purposes of ensuring that a security interest created under this Guarantee is registrable, enforceable, perfected and otherwise effected (such as providing information, obtaining consents, signing the producing documents, producing receipts and getting documents completed and signed).
7. The Grantor need not give any notice under the Personal Property Securities Act (Commonwealth) ("PPSA") (including a notice of a verification statement) (unless the notice is required by the PPSA and cannot be excluded. The Grantor need to comply with any of the provisions of the PPSA that would otherwise apply to the extent the law permits them to be excluded. The Guarantor may not exercise rights under the provisions relating to



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reinstatement of security interest of the PPSA to the extent the law permits them to be excluded.

- 8. This Guarantee shall be construed in accordance with the law in force in Queensland, Australia and the parties agree to submit the non-exclusive jurisdiction of the Courts of that State. It shall be competent for the Grantor to issue proceedings in Brisbane, Queensland in a Court of competent jurisdiction.
- 9. Notwithstanding that it is intended for more than one person to be guarantor hereunder, if less than the total number intended sign this Guarantee, then such fact shall not be itself affect the validity of this Guarantee, or the liability of any person pursuant hereto.

GUARANTOR

GUARANTOR

Dated:

Name:

Signature:

Witness Name:

Witness Signature:

Dated:

Name:

Signature:

Witness Name:

Witness Signature:



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TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to and form part of any contract for the supply of goods and services by AJP INDUSTRIAL SUPPLIES ("The Company") to another party ("The Purchaser"). These terms of sale replace any previous Terms of Sale.

1. OFFERS AND ACCEPTANCE

Any quotation given by the company is not an offer to sell. An order placed by the purchaser pursuant to a quotation is not binding unless and until accepted by the company.

2. PURCHASE ORDERS

When ordering, an office order is to be submitted by the purchaser, showing order number, and full description of goods or service. Reference to the company's quote number should also be made (where applicable).

3. INDEMNITY

Without prejudice to any other rights the company may have, the purchaser shall indemnify the company for any loss, damage or expense incurred by it should the purchaser breach any term of the contract or cancel any order or party thereof after acceptance by the company.

4. DELIVERY

a) Unless otherwise stated in writing, the company shall arrange delivery of goods and shall be entitled to charge a service fee for such deliveries. The purchaser shall be responsible for unloading goods from the delivery vehicle. Where the company arranges delivery of goods, the delivery shall be deemed to be effected where the goods are made available for the unloading by the purchaser.

b) Where delivery or performance of the goods is affected by way of party deliveries or performance the company shall be entitled to invoice the purchaser for prorated payment in respect thereof.

c) The company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control. The purchaser shall accept and pay for goods notwithstanding late deliveries.

5. RETENTION OF GOODS

While risk in the goods shall pass on delivery, legal and equitable title in the goods shall remain with the company until payment for all goods supplied by the company to the purchaser is made. Pending such payment the purchaser shall hold goods as bailee for the company and shall return the goods to the company if so requested. Notwithstanding the foregoing, the purchaser as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate.