



METROPAK AUSTRALIA PTY LTD

2 Quinn Street, Preston VIC 3072
Tel: 1300 558 963 (03) 9480 6844 Fax: (03) 9480 6899
Email: info@metropak.com.au Website: www.metropak.com.au

APPLICATION FOR CREDIT

APPLICANT

COMPANY/BUSINESS NAME:
TRADING AS: ABN:
(Referred to as the 'Customer') ACN:
POSTAL ADDRESS:
TELEPHONE: FAX:
DELIVERY ADDRESS:
TELEPHONE: FAX:
BUSINESS ADDRESS:
TELEPHONE: FAX:
EMAIL ADDRESS:
CONTACT FOR ACCOUNTS PAYABLE:

CREDIT LIMIT REQUIRED: \$

BANK: BRANCH: YEARS TRADING:
OTHER PARTICULARS: Type of Company/Business (Tick whichever applicable)

PUBLIC COMPANY PRIVATE COMPANY PARTNERSHIP/SOLE TRADER

Nature of Business: Date of Commencement:

FULL NAMES OF DIRECTORS/PARTNERS/PROPRIETORS

1. NAME: DOB: D/LIC No:
ADDRESS:
TELEPHONE: MOBILE:
2. NAME: DOB: D/LIC No:
ADDRESS:
TELEPHONE: MOBILE:

TRADE REFERENCES: Please supply least three (3) Current Trade References:

NAME:	MONTHLY PURCHASES \$	TELEPHONE	FAX
1:			
2:			
3:			

GUARANTEE

IN CONSIDERATION
OF (METROPAK AUSTRALIA PTY LTD)

agreeing to supply the following Company / Firm ("the Customer")
with goods on credit

I/WE ("the Guarantor")

of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company or any breach by the Customer of its obligations to the Customer or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the customer ceasing upon becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out as above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the customer purported to be primarily liable the Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND Guarantors hereby charge in favour of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorize the Company to lodge a Caveat against any dealing with such property AND / I WE DECLARE that the proper law of this Guarantee shall be of State Of Victoria and that any proceeding to taken by the Company may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing the Guarantee.

DATED theday of.....Year.....

SIGNED by the Guarantor Guarantor:

in the presence of:

WITNESS full name and address:

DATED theday ofYear.....

SIGNED by the Guarantor: Guarantor:

in the presence of:

WITNESS full name and address:

TRADING TERMS

OR UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING ALL ORDERS PLACED WITH THE CLIENT FOR SUPPLY OF GOODS PROVISION OF SERVICES WILL BE ACCEPTED ONLY ON THE FOLLOWING TERMS AND CONDITIONS.

1. **TERMS**

Payment terms are strictly 30 days from date of Statement/Invoice. METROPAK AUSTRALIA PTY LTD reserves the right to charge overdue interest at the rate of 2.5% per month on all outstanding monies outside METROPAK AUSTRALIA PTY LTD agreed trading terms.

2. **SUSPEND SUPPLY**

METROPAK AUSTRALIA PTY LTD reserves the right at all times to suspend the supply of further goods or services on credit to the Customer without having to give reasons for its actions to the Customer or its agents, and demand full settlement of all transactions forthwith.

3. **RISK AND PROPERTY**

- The risk in the goods supplied by the client to the Customer shall pass to the Customer upon delivery.
- Property (title) in these goods does not pass the Customer until the Customer has paid for the goods in full to METROPAK AUSTRALIA PTY LTD.
- METROPAK AUSTRALIA PTY LTD hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided the Customer adheres to the terms and conditions of this agreement, METROPAK AUSTRALIA PTY LTD shall have the right (without giving notice) to retake possession of any METROPAK AUSTRALIA PTY LTD goods supplied to the Customer and the Customer hereby authorizes and allows METROPAK AUSTRALIA PTY LTD or its representative, servant, agent, or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possessions of same and METROPAK AUSTRALIA PTY LTD shall not be liable for any costs, losses, damages or any other monies suffered by the Customer as a result of METROPAK AUSTRALIA retaking possession of the goods.

4. **DEFAULT**

If the Customer defaults payment, commits an act of bankruptcy or, being an incorporated company, passes a resolution for winding up, except for the purpose of reconstruction, or a court makes an order to that effect or a receiver is appointed to manage the affairs of the company, METROPAK AUSTRALIA PTY LTD reserves the right to seek reimbursement from the customer, for the recovery of all associated costs deemed reasonable.

5. **CLAIMS:**

- Any claims to be made by the customer arising out of supply of goods or services must be made in writing within 7 days after the discovery by the Customer of the cause giving rise to the claim.
- METROPAK AUSTRALIA PTY LTD shall have the right at any time within 30 days after receipt of the claim to inspect the goods complained of. If the Customer disposes of such goods or any part thereof within the 30 day period, except without written consent of METROPAK AUSTRALIA PTY LTD, all claims in respect of the goods so disposed shall be deemed to have been waived by the customer.

6. **NOTIFICATION OF CHANGE IN OWNERSHIP**

The customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding of any change, alteration or addition to METROPAK AUSTRALIA PTY LTD in writing of the proposed change and the customer shall be liable for any goods supplied by the supplier after such change, alteration or addition to METROPAK AUSTRALIA PTY LTD or addition unless METROPAK AUSTRALIA PTY LTD have acknowledged written acceptance of the intending change, alteration or addition.

7. **MISCELLANEOUS**

- A statement of account will be issued to credit customers at monthly intervals, but where for any reason the statement is not available the payment terms will be **THIRTY DAYS** from the first business day in the proceeding calendar month.
- These or any of these conditions of sale can only be varied by agreement in writing by METROPAK AUSTRALIA PTY LTD.
- Dishonored cheques will incur the following charges – ‘Refer to Drawer’ Cheques \$50.00

I/WE UNDERSIGNED HEREBY APPLY TO ESTABLISH TRADING WITH METROPAK AUSTRALIA PTY LTD AND AGREE TO ABIDE BY THE TRADING TERMS LISTED ON THIS APPLICATION. THE INFORMATION ABOVE IS TRUE AND CORRECT IN ALL DETAIL. I/WE HEREBY AUTHORISE METROPAK AUSTRALIA PTY LTD TO CONTACT THE BUSINESS REFERENCES FOR CREDIT INFORMATION AND ACKNOWLEDGEMENT THAT I/WE HAVE READ AND UNDERSTOOD THE NOTICE OF DISCLOSURE. I CONFIRM THAT I AM AUTHORISED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.

NAME:	POSITION:
SIGNATURE OF THE APPLICANT:	DATE: