

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
Personal Details: <i>(please complete if you are an Individual)</i>			
D.O.B.:		Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:	ACN:	Date Established <i>(current owners)</i> :	
Nature of Business:			
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
Account Terms: Following invoice: <input type="checkbox"/> 7 Days <input type="checkbox"/> 14 Days <input type="checkbox"/> 30 Days <input type="checkbox"/> 30 Days from EOM in which invoice is given <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:		Phone No:	
Bank and Branch:		Account No:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone / Fax / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Executive Distributors Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ **SIGNED (EXECUTIVE DISTRIBUTOR):** _____
 Name: _____ Name: _____
 Position: _____ Position: _____
WITNESS TO CUSTOMER'S SIGNATURE:
Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Executive Distributors – Terms & Conditions of Trade

1.	Definitions	7.3	At Executive Distributors' sole discretion, the cost of delivery is included in the Price or is in addition to the Price.	under these terms and conditions (including, but not limited to, the payment of any money).	credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Executive Distributors.
1.1	Executive Distributors means Executive Distributors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Executive Distributors Pty Ltd.	7.4	Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this contract.	13.2	18.2
1.2	"Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting Executive Distributors' services in the terms specified in any proposal, quotation, order, invoice or other documentation, and:	7.5	Any time specified by Executive Distributors for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Executive Distributors will not be liable for any loss or damage incurred by the Customer as a result of delivery being late.	13.3	(a) (b) (c) (d)
(a)	if there is more than one Customer, is a reference to each Customer jointly and severally; and		In the event that the Customer is unable to take delivery of the Goods as arranged then Executive Distributors shall be entitled to charge a reasonable fee for redelivery and/or storage.	14.	(a) (b) (c) (d) (e)
(b)	if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	8.	Risk	14.1	18.3
(c)	includes the Customer's executors, administrators, successors and permitted assigns.	8.1	Damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.		18.4
1.3	"Goods" means all Goods or Services supplied by Executive Distributors to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	8.2	If any of the Goods are damaged or destroyed following delivery prior to ownership passing to the Customer, Executive Distributors is entitled to receive all insurance proceeds payable for the Goods.	14.2	18.5
1.4	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Executive Distributors and the Customer in accordance with clause 6 below.		The production of these terms and conditions by Executive Distributors is sufficient evidence of Executive Distributors' rights to receive the insurance proceeds without the need for any person acting with Executive Distributors to make further enquiries and if the Customer requests Executive Distributors to leave Goods outside Executive Distributors' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	14.3	(a) (b) (c) (d) (e)
1.5	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999 (Cth)".	8.3	Production of Goods	14.4	18.6
2.	Acceptance	9.1	The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Executive Distributors' or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Executive Distributors.	14.5	(a) (b) (c) (d) (e)
2.1	The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order or accepts delivery of the Goods.	9.2	Export Contracts	14.6	18.7
2.2	These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Executive Distributors.	9.3	In the event that the Goods are exported, delivery of the Goods may be subject to either a FOB Contract or CIF Contract.	14.7	18.8
2.3	These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on Executive Distributors' website. If there is any inconsistency between the two documents then the terms and conditions contained in this document shall prevail.	10.1	In the event of a FOB Contract the following shall apply:	14.8	(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)
2.4	The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, the Goods are not or cease to be available, Executive Distributors reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 6.2. In all such cases Executive Distributors will notify the Customer in advance.	10.2	The Customer shall pass a bill of lading upon such delivery being effected. Executive Distributors shall promptly provide the Customer with a clean shipped bill of lading in respect of the Goods;	14.9	
2.5	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(b)	The Customer shall reserve the necessary space on board the agreed mode of transport and any revised delivery dates. The responsibility of the loading berth and any revised delivery dates. The Customer shall bear any additional costs caused due to the failure of the agreed mode of transport being available to load the Goods on the delivery date.	(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)	
3.	Errors and Omissions	10.3	The Customer shall accept the documents tendered by Executive Distributors as being correct and that the Customer agrees to be bound by the contents of the loading berth and any revised delivery dates. The Customer shall bear any additional costs caused due to the failure of the agreed mode of transport being available to load the Goods on the delivery date.	(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)	
3.1	The Customer acknowledges and accepts that Executive Distributors shall, without prejudice, accept no liability in respect of any alleged or actual error or omission in the information:		10.4	10.5	
(a)	resulting from an inadvertent mistake made by Executive Distributors in the formation and/or administration of this contract; and		The Goods shall be delivered to the Customer by delivery on board the agreed mode of transport on or before the delivery date.		
(b)	informed in/omitted from any literature (hard copy and/or electronic) supplied by Executive Distributors in respect of the Services.		Executive Distributors shall procure a contract of carriage and load the Goods from the premises of Executive Distributors in the trade for the benefit of the Customer. Executive Distributors shall promptly tender to the Customer a clean shipped bill of lading, the insurance policy and an invoice in respect of the Goods;		
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Executive Distributors, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.	(b)	10.6	10.7	
4.	Online Ordering		The Customer shall accept the following shall apply:		
4.1	The Customer acknowledges and agrees that Executive Distributors' website does not guarantee the websites 11.1	11.1	the Goods shall be delivered to the Customer by delivery on board the agreed mode of transport on or before the delivery date.		
(a)	performance or availability of any of its Goods; and		Executive Distributors shall procure a contract of carriage and load the Goods from the premises of Executive Distributors in the trade for the benefit of the Customer. Executive Distributors shall promptly tender to the Customer a clean shipped bill of lading, the insurance policy and an invoice in respect of the Goods;		
(b)	on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and	(a)	11.2	11.3	
(c)	there are inherent risks in distribution and as such Executive Distributors cannot warrant against delays or errors in transmitting data between the Customer and Executive Distributors including orders, and you agree that to the maximum extent permitted by law, Executive Distributors will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for delays or errors in transmitting orders.	(b)	11.3	11.4	
4.2	Executive Distributors reserves the right to terminate your order if it learns that you have provided false or misleading information, interfered with other orders placed by Executive Distributors, or Executive Distributors' Services, or violated these terms and conditions.	(b)	11.4	11.5	
5.	Change in Control		11.5	11.6	
5.1	The Customer shall give Executive Distributors not less than fourteen (14) days notice in writing of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by Executive Distributors as a result of the Customer's failure to comply with this clause.	(a)	11.6	11.7	
6.	Price and Payment		11.7	11.8	
6.1	At Executive Distributors' sole discretion, the Price shall be either: (a) as indicated by any invoice provided by Executive Distributors to the Customer; or (b) the Price as at the date of delivery of the Goods according to Executive Distributors' current price list; or (c) Executive Distributors' quoted price (subject to clause 6.2) which will be valid for the period set in the quotation or otherwise for a period of twenty-one (21) days;	(d)	11.8	11.9	
6.2	Executive Distributors reserves the right to change the Price if a variation to Executive Distributors' quotation is requested. Any variation from the Price that Executive Distributors has accepted is Goods (including, but not limited to, any variation as a result of fluctuations in foreign currency rates of exchange and/or international freight and insurance charges for foreign sourced components or as a result of the Customer's failure to pay the cost of the materials and labour) will be charged for on the basis of Executive Distributors' quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any quotation submitted by Executive Distributors within ten (10) working days. Failure to do so will entitle Executive Distributors to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	(e)	11.9	12.0	
6.3	The Customer acknowledges that the supply of Goods on credit shall not be affected until the account has been credited a credit application with Executive Distributors and it has been approved with a credit limit established for the account.	(f)	12.0	12.1	
6.4	In the event that the supply of Goods request exceeds the Customer's credit limit, the account has been credited a credit application with Executive Distributors reserves the right to refuse delivery and/or request an alternative payment method be used.	(g)	12.1	12.2	
6.5	At Executive Distributors' sole discretion, a deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Executive Distributors, which may be:	(h)	12.2	12.3	
(a)	before delivery of the Goods;		12.3	12.4	
(b)	by way of instalments in accordance with Executive Distributors' payment schedule;	(i)	12.4	12.5	
(c)	payment for approved Customers shall be due fourteen (14) or thirty (30) days following the date of invoice or thirty (30) days following the end of the month in which the statement is delivered to the Customer's address or date for notices; or (e) the date specified on any other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Executive Distributors.	(j)	12.5	12.6	
6.7	Payment may be made by cash, cheque, bank cheque, electronic on-line banking, credit card (a surcharge may apply per transaction) or by direct debit/automatic payment as agreed between the Customer and Executive Distributors.	(k)	12.6	12.7	
6.8	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Executive Distributors or to withhold payment of any invoice because part of that invoice is in dispute.	(l)	12.7	12.8	
6.9	Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Executive Distributors an amount equal to any GST Executive Distributors must pay for any supply by Executive Distributors to the Customer in connection with the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	(m)	12.8	12.9	
7.	Delivery of Goods		12.9	13.0	
7.1	Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or third party named on the order takes possession of the Goods at Executive Distributors' address; or (b) Executive Distributors (or Executive Distributors' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address;	(n)	13.0	13.1	
7.2	Where the Customer expressly requests Executive Distributors to deliver the Goods to the Customer's nominated address, Executive Distributors shall be taken to have delivered the Goods in accordance with this clause unless the Customer provides a written request for Executive Distributors to obtain from any person a receipt or a signed delivery docket for the Goods.	(o)	13.1	13.2	

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Executive Distributors Pty Ltd and its successors and assigns ("Executive Distributor") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to Executive Distributor of all moneys which are now owing to Executive Distributor by the Customer and all further sums of money from time to time owing to Executive Distributor by the Customer in respect of goods and services supplied or to be supplied by Executive Distributor to the Customer or any other liability of the Customer to Executive Distributor, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Executive Distributor, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Executive Distributor the Guarantor will immediately on demand pay the relevant amount to Executive Distributor. In consideration of Executive Distributor agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Executive Distributor registering any interest so charged. The Guarantor irrevocably appoints Executive Distributor and each director of Executive Distributor as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Executive Distributor may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** Executive Distributor on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Executive Distributor in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to Executive Distributor by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Executive Distributor's nominees costs of collection and legal costs; or
 - (c) moneys paid by Executive Distributor with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Executive Distributor, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Executive Distributor to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood Executive Distributor's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Executive Distributor by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Executive Distributor's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Executive Distributor, each Guarantor shall be a principal debtor and liable to Executive Distributor accordingly.
6. If any payment received or recovered by Executive Distributor is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Executive Distributor shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Executive Distributor.**
9. I/we irrevocably authorise Executive Distributor to obtain from any person or company any information which Executive Distributor may require for credit reference purposes. I/We further irrevocably authorise Executive Distributor to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Executive Distributor as a result of this Guarantee and Indemnity being actioned by Executive Distributor.
10. The above information is to be used by Executive Distributor for all purposes in connection with Executive Distributor considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

GUARANTOR-2	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT