

**M & L MASTERS**  
**ABN 17 096 459540**  
**206A ANDREWS RROAD PENRITH NSW 2750**  
**P.O BOX 7315 WILBERFORCE NSW 2756**

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## APPLICATION FOR CREDIT (30 Day Account)

**DATE:** **NEPEAN TRUCK AND TRAILER /// AIR TARPS AUSTRALIA (please circle)**

<b>Name of Applicant in full</b>			
<b>Trading Name</b> (if different to above)			
<b>ABN No.</b>		<b>Phone No:</b> <small>(Accounts)</small>	
		<b>Fax No:</b> <small>(Accounts)</small>	
<b>Pty Ltd</b>	<b>Partnership</b>	<b>Sole Trader</b>	<b>Accounts Payable Contact Name:</b>
<b>Are Purchase Order numbers Required to ensure payment?</b>		<b>YES / NO</b>	<b>Monthly Accounts close off date:</b>
<b>Trading Address</b>			
<b>Registered Address</b> (List both if different)			
<b>Invoicing Address</b> (To send invoices to)			
<b>Invoices By Email?</b>		<b>YES / NO</b>	<b>AP email address:</b>
<b>Premises: Owned / Leased / Rented</b> <small>(Circle Applicable)</small>		<b>No of Years Trading</b> <small>(Circle applicable)</small>	
		<b>&lt;6 months</b>	<b>&gt;12 months</b> <b>&gt;5 Years</b>
<b>Nature of Main Business</b>			
<b>Names and Telephone Numbers of Partners, Directors or Person trading on own</b>			
1			
2			
3			
<b>Annual Turnover \$</b>			
<b>Name of Accountant</b>		<b>Phone No</b>	
<b>Name and details of Parent Company</b>			<b>ABN</b>
<b>Name of Bank</b>		<b>:Branch</b>	
<b>Bank Address</b>			
<b>Trade References - Name/ Address/Telephone No's.</b>			
1			
2			
3			
<b>Credit Limit Requested:</b>			
\$			
<b>Office use only Associated Companies which utilise services</b>			
<b>Administration Manager Authorisation:</b>		<b>Trading Terms Granted</b>	
<b>State Manager Authorisation:</b>		<b>Credit Limit Recommended</b>	

# APPLICATION FOR CREDIT – Air Tarps Australia- Nepean Truck and Trailer

I/We agree the above Applicant and authorise you to make enquiries from time to time of any of the persons above (and any other person you consider relevant) about our credit worthiness and financial standing. This is an Application for Credit. The Applicant and any person signing on the Applicant's behalf warrants the correctness of the information given in this Application.

I hereby warrant that the above information which has been supplied for the purpose of obtaining a Credit Account is true and correct in every respect. I agree to abide by the credit terms approved by Air Tarps Australia & Nepean Truck and Trailer.

**IF APPLICANT IS A PARTNERSHIP OR PERSON TRADING ON HIS/HER OWN PLEASE ALSO SIGN THE PRIVACY ACT CONSENT BELOW: "Agreement to Air Tarps Australia & Nepean Truck and Trailer seeking from or giving to, other credit providers details about my/our creditworthiness (section 18N(1)(b) Privacy Act 1988)"**

I/We agree that Air Tarps Australia & Nepean Truck and Trailer may give to and seek from any credit providers named in this credit application, any other credit providers you consider relevant, and any credit providers that may be named in a credit report issued by a Credit Reporting Agency information about my/our credit arrangements. I/We understand this information can include any information about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/We understand the information may be used for the following purposes:

- to assess an application made by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this credit where I am in default of other credit providers
- to assess my/our creditworthiness

**"Air Tarps Australia & Nepean Truck and Trailer may seek consumer credit information (section 18K(1)(b) Privacy Act 1988)"**

If Air Tarps Australia & Nepean Truck and Trailer considers it relevant to assessing my/our application for commercial credit, I/we agree to Air Tarps Australia & Nepean Truck and Trailer obtaining from a Credit Reporting Agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Air Tarps Australia & Nepean Truck and Trailer.

**PLEASE SIGN THIS CONSENT. IF THE APPLICANT IS A PARTNERSHIP, ALL PARTNERS SHOULD SIGN.**

## I AGREE TO SUPPLY OF SERVICES TERMS AND CONDITIONS

-----  
Signed for and on behalf  
Of the applicant.

(Authorised Signatory)

-----  
Witness to signature  
On behalf of applicant

-----  
Print name.

-----  
Position with applicant

-----  
Signed for and on behalf  
Of the applicant.

(Authorised Signatory)

-----  
Print name

-----  
Date

-----  
Witness to the signature  
On behalf of the applicant

-----  
Print name.

-----  
Position with applicant

-----  
Print name

-----  
Date

# Personal/Director's Guarantee and Indemnity

IN CONSIDERATION of **Air Tarps Australia & Nepean Truck and Trailer** Pty Ltd and its successors and assigns ("Air Tarps Australia & Nepean Truck and Trailer") 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 **Air Tarps Australia & Nepean Truck and Trailer** of all moneys which are now owing to **Air Tarps Australia & Nepean Truck and Trailer** by the CUSTOMER and all further sums of money from time to time owing to **Air Tarps Australia & Nepean Truck and Trailer** by the CUSTOMER in respect of goods and services supplied or to be supplied by **Air Tarps Australia & Nepean Truck and Trailer** to the CUSTOMER or any other liability of the CUSTOMER to **Air Tarps Australia & Nepean Truck and Trailer**, and the due observance and performance by the CUSTOMER of all its obligations contained or implied in any contract with **Air Tarps Australia & Nepean Truck and Trailer**. If for any reason the CUSTOMER does not pay any amount owing to **Air Tarps Australia & Nepean Truck and Trailer** the Guarantor will immediately on demand pay the relevant amount to **Air Tarps Australia & Nepean Truck and Trailer**.
2. **HOLD HARMLESS AND INDEMNIFY** **Air Tarps Australia & Nepean Truck and Trailer** on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, **Air Tarps Australia & Nepean Truck and Trailer** in connection with:
  - (a) the supply of goods and/or services to the CUSTOMER; or
  - (b) the recovery of moneys owing to **Air Tarps Australia & Nepean Truck and Trailer** by the CUSTOMER including the enforcement of this Guarantee and Indemnity, and including but not limited to **Air Tarps Australia & Nepean Truck and Trailer's** nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
  - (c) moneys paid by **Air Tarps Australia & Nepean Truck and Trailer** with the CUSTOMER's consent in settlement of a dispute that arises or results from a dispute between, **Air Tarps Australia & Nepean Truck and Trailer**, the CUSTOMER, and a third party or any combination thereof, over the supply of goods and/or services by **Air Tarps Australia & Nepean Truck and Trailer** to the CUSTOMER.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. 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 **Air Tarps Australia & Nepean Truck and Trailer** by the CUSTOMER and all obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on **Air Tarps Australia & Nepean Truck and Trailer** 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 **Air Tarps Australia & Nepean Truck and Trailer**, each Guarantor shall be a principal debtor and liable to **Air Tarps Australia & Nepean Truck and Trailer** accordingly.
5. If any payment received or recovered by **Air Tarps Australia & Nepean Truck and Trailer** is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and **Air Tarps Australia & Nepean Truck and Trailer** shall each be restored to the position in which they would have been had no such payment been made.
6. 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.
7. **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 Air Tarps Australia & Nepean Truck and Trailer.**
8. I/we irrevocably authorise **Air Tarps Australia & Nepean Truck and Trailer** to obtain from any person or company any information which **Air Tarps Australia & Nepean Truck and Trailer** may require for credit reference purposes. I/We further irrevocably authorise **Air Tarps Australia & Nepean Truck and Trailer** 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 **Air Tarps Australia & Nepean Truck and Trailer** as a result of this Guarantee and Indemnity being actioned by **Air Tarps Australia & Nepean Truck and Trailer**.
9. The above information is to be used by Applied **Air Tarps Australia & Nepean Truck and Trailer** for all purposes in connection with Applied VoIP considering this Guarantee and Indemnity and the subsequent enforcement of the same.

### GUARANTOR-1

SIGNED: .....

FULL NAME: .....

PRESENT ADDRESS: .....

SIGNATURE OF WITNESS: .....

NAME OF WITNESS: ..... OCCUPATION: .....

PRESENT ADDRESS: .....

EXECUTED as a Deed this    day of    20\_\_\_\_

### GUARANTOR-2

SIGNED: .....

FULL NAME: .....

PRESENT ADDRESS: .....

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**