



### 30 Day Credit Account Application

*Please complete this form in full. All information is supplied to CFI Global and its professional advisors in strict confidence.*

Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_ Phone: \_\_\_\_\_

Sole Trader or Full Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Period Business has been established: \_\_\_\_\_ Fax: \_\_\_\_\_

Sales Turnover: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

Email: \_\_\_\_\_

Nature of Business:     Distributor     Reseller     Trade  
                                  Fleet operator  Govt. Dept.     Other (*specify*) \_\_\_\_\_

Mail Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_

Delivery Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_

Are premises owned or leased? \_\_\_\_\_

#### Accounts Contract

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Name: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Anticipated Monthly Purchases: \_\_\_\_\_ Credit Limit Sought: \_\_\_\_\_



**GLOBAL**

**Trade References – Three (3)**

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Business name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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Business name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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Business name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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**Credit Account Applicants please complete the following**

Director's     Partnership     Sole trader

**Applicant 1** – Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Applicant 2** – Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

*The applicant applies to CFI Global for a credit account for the supply of goods and services. The applicant acknowledges having read the attached General Conditions of Credit and agrees to be bound by them if this application is accepted by CFI Global.*

Signature: \_\_\_\_\_ Full Name (Block Letters): \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(Account must be signed by authorised signatory only, e.g. managing director/sole trader/partner)

**PERSONAL GUARANTEE INDEMNITY AND CHARGE**

Directors of applicant companies are required to read and sign the attached Personal Guarantee Indemnity and Charge before this credit application can be processed. The guarantees and indemnities are in addition to, and not in substitution of, other rights of CFI Global.

**FOR OFFICE USE ONLY**

ACCOUNT NO: \_\_\_\_\_ DATE: \_\_\_\_\_ LETTER SENT: \_\_\_\_\_



### Terms & Conditions

1. The Applicant warrants that the information in this application is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing below warrants that he/she is duly authorized by the Applicant to apply for credit and execute this Application on its behalf.
3. The Applicant agrees that it is not entitled to any credit facilities until it receives Notice in writing from CFI GLOBAL. PTY. LTD. (CFI GLOBAL) (A.B.N. 48 610 134 079) stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any goods that are supplied by CFI GLOBAL to the Applicant shall be on the basis of cash upon delivery.
4. The parties agree that if, prior to formally approving credit, CFI GLOBAL grants to the Applicant time to pay for any goods supplied. It does so on these terms and conditions.
5. In the event of CFI GLOBAL granting credit facilities to the Applicant then:
  - a. All accounts are to be settled in full within the agreed trading terms noted on the CFI GLOBAL statement and/or Invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
  - b. Any expense and/or costs or disbursements incurred by CFI GLOBAL in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant.
  - c. It is expressly understood and agreed that this credit arrangement may be terminated at any time by CFI GLOBAL. In that event, all monies owing to CFI GLOBAL will be immediately due and payable.
  - d. CFI GLOBAL may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as CFI GLOBAL shall in its discretion think fit. DNAU shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.
6. **Title of Goods**
  - a. Ownership of the goods does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Goods or otherwise, to CFI GLOBAL.
  - b. The Customer gives CFI GLOBAL, its agents and servants, leave and licence, to enter at any time on and into any premises occupied by the Customer to inspect, search for or remove any of the goods.
  - c. If the Goods are sold by the Customer, the Customer acknowledges that such sale is by the Customer as Bailee for and on behalf of CFI GLOBAL for the Goods sold.

- d. Each of the rights and obligations in this clause are severable and independent so that if any is deemed to be invalid or unenforceable, it shall be automatically deleted from this clause.
- e. The customer agrees to promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to CFI GLOBAL required by law or reasonably requested by CFI GLOBAL to protect CFI GLOBAL's title to and property in any and all of the Products (until title to and property in the Products passes to the Customer, including, without limitation, executing any document and performing any action in order for CFI GLOBAL to register its security interest under the *Personal Property Securities Act 2009 (Cth)* and / or NZ PPSA and any other legislation and laws from time to time in Australia.

**7. Trust**

Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to CFI GLOBAL.

**8. Change of Ownership/Particulars**

The Applicant will notify CFI GLOBAL no later than 14 days after any change of ownership, change in its particulars, any alteration or addition to shareholders or directors, and any change alteration or addition to the Applicant's internal structure and senior management.

**9. Privacy Act**

The Applicant and, in the case of a corporate Applicant its directors, hereby authorizes and unconditionally grants its consent to CFI GLOBAL obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist CFI GLOBAL in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorizes and consents to CFI GLOBAL obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identify particulars and details of overdue payments) who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purpose of this paragraph 'report' and 'information' include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant's credit worthiness, credit standing, credit history, credit capacity and personal information.

**10. Law**

The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.

**11. Acknowledgement**

The applicant and signatories appearing below hereby acknowledge receipt of a copy of this Application and CFI GLOBAL's terms and conditions of trading, and agree to be bound by the same.



**GLOBAL**

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ .

Applicant Name: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED BY:**

Guarantors Name: \_\_\_\_\_ Guarantors Signature: \_\_\_\_\_

In the presence of:

Witness' Name: \_\_\_\_\_ Witness' Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED BY:**

Guarantors Name: \_\_\_\_\_ Guarantors Signature: \_\_\_\_\_

In the presence of:

Witness' Name: \_\_\_\_\_ Witness' Signature: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

\_\_\_\_\_



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