

# Dick Stone Pty Ltd (ABN 48 000 132 329)

## APPLICATION FOR CREDIT

This application for credit is made by the Purchaser for the supply of Goods and or Services by Dick Stone Pty Ltd.

These terms form part of the agreement between Dick Stone Pty Ltd and the Purchaser for the supply of goods or services or both by Dick Stone Pty Ltd to the Purchaser.

### 1. Applicant details

Corporation/Company/Sole Trader/Personal Applicant/Franchise/Partnership

Account/trading name: \_\_\_\_\_ ("Purchaser/You/Your")

Registered company/business name: \_\_\_\_\_ ("Purchaser/You/Your")

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

Registration date: \_\_\_\_\_ Registration #: \_\_\_\_\_

Holding company name (if applicable): \_\_\_\_\_

Holding company ABN: \_\_\_\_\_

If Applicant is a Sole Trader/ Partnership 1. Drivers Licence no: \_\_\_\_\_

2. Date of Birth: \_\_\_\_\_

Registered business address: \_\_\_\_\_

Postal Address (if different): \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Credit Limit Required: \$ \_\_\_\_\_

Credit Terms: 21 days

### 2. Proprietors/Directors details

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

Please print name in block letters \_\_\_\_\_

Private address: \_\_\_\_\_

\_\_\_\_\_ Ph: \_\_\_\_\_

Drivers licence number: \_\_\_\_\_ Please attach a photocopy

Name: \_\_\_\_\_  
Please print name in block letters \_\_\_\_\_  
Private address: \_\_\_\_\_  
\_\_\_\_\_ Ph: \_\_\_\_\_  
Drivers licence number: \_\_\_\_\_ Please attach a photocopy  
Name: \_\_\_\_\_  
Please print name in block letters \_\_\_\_\_  
Private address: \_\_\_\_\_  
\_\_\_\_\_ Ph: \_\_\_\_\_  
Drivers licence number: \_\_\_\_\_ Please attach a photocopy  
Details of further Proprietors/Directors should be separately listed and forwarded with the application.  
***Dick Stone Pty Ltd (ABN 48 000 132 329) requires the Proprietors/Directors to sign the personal guarantee and indemnity contained in Part 5 of this application***

**3. Trade References**  
Company Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**4. Your Accounts Department details**  
Contact name: \_\_\_\_\_ Office Telephone no.: \_\_\_\_\_  
Mobile no: \_\_\_\_\_ Email address: \_\_\_\_\_  
Best Hours to contact: \_\_\_\_\_

**5. Guarantee and Indemnity**  
If ***Dick Stone Pty Ltd*** approves this Credit Application, in consideration of that approval:  
5.1 The Guarantor hereby promises:  
(a) that the Purchaser will comply in all respects with these Terms and Conditions;

- (b) to pay to Dick Stone Pty Ltd upon demand all moneys which the Purchaser owes to Dick Stone Pty Ltd; and
- (c) to be bound by the Terms and Conditions attached to this Credit Application.

5.2 The Guarantor hereby indemnifies Dick Stone Pty Ltd against all loss, damage, costs (including legal costs on an indemnity basis) and expenses which Dick Stone Pty Ltd suffers by reason of the Purchaser's failure to pay any moneys due to Dick Stone Pty Ltd and any money that may be the subject of a Preference Claim by a Liquidator.

5.3 If the Guarantor is a Trustee of any trust, whether or not disclosed in this Application:

- (a) The Guarantor must produce a stamped copy of the trust deed (with any amending documents) with these Terms if requested by Dick Stone Pty Ltd;
- (b) The Guarantor warrants that it has full power and authority to enter into any agreement with Dick Stone Pty Ltd on behalf of the trust and that the Guarantor is bound by these Terms both personally and in its capacity as Trustee;
- (c) The Guarantor warrants that, in the case of default of these Terms and Conditions, Dick Stone Pty Ltd can enforce any right or remedy accruing to it (under these Terms and Conditions or otherwise) against any property in which the Guarantor has an interest, whether in its own capacity or as a Trustee or beneficiary of any trust.

5.4 Where this Guarantee is given by more than one person, their liability is both joint and several.

5.5 This Guarantee is a continuing guarantee and indemnity for the whole of the moneys owing to Dick Stone Pty Ltd from time to time and shall remain in full force and effect until discharged by Dick Stone Pty Ltd in writing.

5.6 This Guarantee may be enforced against the Guarantor without Dick Stone Pty Ltd being first required to exhaust any remedies it may have against the Purchaser or to enforce any security it may hold for the moneys owing.

5.7 The Guarantor:

- a) agrees to allow Dick Stone Pty Ltd to provide credit reporting agencies with all information regarding the Guarantor permitted by the Privacy Act 1988 (Cth) as amended, and any other State or Federal legislation permitting the providing of information to certain persons or entities;
- b) consents to Dick Stone Pty Ltd obtaining information regarding the Guarantor from credit reporting agencies; and
- c) agrees to provide Dick Stone Pty Ltd from time to time (upon request) with a list of the assets and liabilities of the Guarantor.

5.8 Further, the Guarantor must disclose to Dick Stone Pty Ltd before signing this document full particulars of any current or past instance affecting the Guarantor or Purchaser, or any company/business they have been involved with, whatsoever involving the Purchaser/Guarantor/company/business being insolvent (whether subject to bankruptcy, administration or a liquidation), the appointment of a receiver or a Trustee to them or any property owned by them, entering into any arrangement with a creditor for compromise of a debt whether under the Corporations Act, the Bankruptcy Act or otherwise.

5.9 The Guarantor acknowledges and agrees that, notwithstanding any action taken by Dick Stone Pty Ltd to recover or attempt to recover all or part of any moneys owing by the Purchaser from time to time (including, without limitation, by Dick Stone Pty Ltd proving for any debt in an administration, liquidation or other arrangement affecting the Purchaser), nothing is to be construed as a waiver or compromise of Dick Stone Pty Ltd's rights to recover the Purchaser's full liability as against the Guarantor under this Guarantee.

6.0 '**Guarantor**' means each person/entity signing below:

7.0 This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force from the date of this Guarantee, and the parties to this Guarantee irrevocably submit generally and unconditionally to the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.

Signature of guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Guarantor (please print): \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_

Name of witness (please print): \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Guarantor (please print): \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_

Name of witness (please print): \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Guarantor (please print): \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_

Name of witness (please print): \_\_\_\_\_

**DECLARATION BY THE PURCHASER (APPLICANT)**

The above Purchaser applies for a credit account with **Dick Stone Pty Ltd** and:

- acknowledges that **Dick Stone Pty Ltd** may accept or refuse the application at its discretion;
- agrees to comply with **Dick Stone Pty Ltd** credit account Terms and Conditions if **Dick Stone Pty Ltd** accepts the application and has read and understood those Terms and Conditions (and if necessary sought independent legal advice to ensure this understanding);
- warrants that all information supplied to **Dick Stone Pty Ltd** in connection with the application is true and complete (and authorises **Dick Stone Pty Ltd** to verify this) and acknowledges that **Dick Stone**

- **Pty Ltd** relies on the information to consider the application;  
warrants that it and each proprietor/director referred to above is solvent and can pay their respective debts as and when due, and no steps have been taken to place any of them in bankruptcy, liquidation or receivership.

Signature of Applicant's authorised signatory \_\_\_\_\_

Name of authorised signatory (please print) \_\_\_\_\_ Date \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of witness (please print) \_\_\_\_\_ Date \_\_\_\_\_

**ORIGINAL SIGNED DOCUMENT MUST BE RETURNED**

## CREDIT APPLICATION TERMS AND CONDITIONS

### 1. Parties

Dick Stone Pty Ltd and its Related Bodies Corporate is the credit provider. 'You' are the person/s/entity/s named as the Purchaser applying for credit.

### 2. When credit is available

Credit will not be available until an application for credit form is completed, returned and approved by Dick Stone Pty Ltd, and all proprietors/directors have signed a personal guarantee and indemnity, as required by Dick Stone Pty Ltd. Written acknowledgement of Dick Stone Pty Ltd credit approval will be forwarded to You.

### 3. Privacy

You authorise Dick Stone Pty Ltd to make any inquiries and to obtain from, exchange with and disclose to, any person, credit provider, credit reporting agency or other source authorised under the *Privacy Act 1988 (Cth)* any information about You and Your credit history, credit worthiness and credit standing. This includes for Dick Stone Pty Ltd to assess Your credit application and in connection with collecting overdue payments.

You agree to give Dick Stone Pty Ltd any information Dick Stone Pty Ltd reasonably requests in connection with the credit application and any credit provided or to be provided from time to time, and authorise Dick Stone Pty Ltd to verify all information.

Dick Stone Pty Ltd is bound by the *Privacy Act 1988 (Cth)* and the National Privacy Principles ("NPPs"), and is committed to protecting Your privacy. The APP's set minimum standards for the way personal information is collected, used and managed.

Dick Stone Pty Ltd collects personal information for the purposes of: selling products to You or for services rendered; keeping records of transactions with You for trading and taxation purposes; offering customer support services; performing administrative functions; and facilitating payment for services rendered.

Dick Stone Pty Ltd may disclose personal information about You to other related companies of Dick Stone Pty Ltd for trading purposes.

### 4. Authority to charge

You agree that the following documents will be used by Dick Stone Pty Ltd to invoice and raise a debt to your credit account:

- a) Your written or facsimile or Email order form; or
- b) any other form, document, or statement including oral statement approved by Dick Stone Pty Ltd.

### 5. GST

If GST is or becomes payable in respect of any supply made under or in connection with these credit Terms and Conditions, the payment for that supply shall be increased by an amount equal to the GST payable so that Dick Stone Pty Ltd retains the amount it would have retained but for the imposition of GST. However, no additional amount is payable under this clause until the Dick Stone Pty Ltd has issued a tax invoice to You for that supply. You will be responsible for all taxes and levies whatsoever, whether arising under a State or Commonwealth law including without limitation income tax, payroll tax, group tax, fringe benefits tax or similar tax, that may apply to you arising from purchases from Dick Stone Pty Ltd as described in Part 4 of these Terms and Conditions.

### 7. When payment is due

You must pay each and every invoice raised to your credit account in full without set-off, counter-claim or deduction. Each payment is due and payable as agreed in Item 1 of this Application for Credit from invoice date, or as otherwise approved in writing by Dick Stone Pty Ltd.

### 8. Payment methods

Payment of your account made in accordance with the invoice statement.

### 9. Dishonoured payments

Any payment not honoured by Your financial institution and previously credited to your account will be subsequently re debited, as will any additional charges incurred by Dick Stone Pty Ltd in relation to any payment dishonour and will be considered a debt outstanding to Dick Stone Pty Ltd.

### 10. Default

You are in default of these credit account Terms and Conditions if any one or more of the following occurs:

- (a) You breach any of Dick Stone Pty Ltd sale/trade Terms and conditions applying to You from time to time; or
- (b) You do not pay Dick Stone Pty Ltd a due amount by the due date (or a payment is not honoured by Your financial or credit card institution); or
- (c) a representation by You or another person to Dick Stone Pty Ltd relating to this application or any credit is or becomes untrue or misleading; or
- (d) any proceedings are commenced by any person for Your bankruptcy, winding up or liquidation; or
- (e) You are or You become insolvent; or
- (f) any of Your creditors appoints a receiver or administrator or enforces a security interest against Your assets.

### 11. Consequences of default

If You are in default, Dick Stone Pty Ltd may do any one or more of the following:

- a) declare all outstanding amounts under the credit facility to be immediately due and payable (in which case they are payable on demand);
- b) charge interest on any outstanding amounts, calculated daily on reducing balance using the Commonwealth Bank's corporate loan reference rate plus 2.0%;
- c) terminate this credit facility by written notice to You, and refuse to honour any "authority to charge" issued by You or on Your behalf;
- d) institute proceedings against you without written notice to recover any unpaid debt.

## 12. Charging of Interests in Land

12.1 In consideration of the acceptance of this Application, and as an essential condition of any agreement by Dick Stone Pty Ltd to supply goods or services to You from time to time, You and any Guarantor(s) each jointly and severally, in their own capacities and as Trustees of any trust (whether disclosed or not), hereby:

- (a) charge all of their interests in any real property (including any leasehold interest) present and future wheresoever situated with the amount of their liability to Dick Stone Pty Ltd from time to time;
- (b) agree to sign immediately upon demand by Dick Stone Pty Ltd all documents and do all things that Dick Stone Pty Ltd may reasonably require to further secure to Dick Stone Pty Ltd the amount of the liability of each of You and Guarantor(s), including but not limited to executing any guarantee and/or indemnity instruments, mortgage debentures or consents to caveat over any real property (whenever acquired) requested by Dick Stone Pty Ltd;
- (c) for the purposes of giving effect to this clause or any action by Dick Stone Pty Ltd to enforce this clause, irrevocably appoint Dick Stone Pty Ltd or any person nominated by Dick Stone Pty Ltd from time to time to be the duly constituted attorney of each of You and Guarantor(s); and
- (d) the power of attorney in this clause is given by You and the Guarantor by way of security and is irrevocable.

## 13. Personal Property Securities Act 2010(Cth) (PPSA)

13.1 **Definitions:** The terms accession, financing statement, personal property, verification statement, purchase money security interest, and security interest have the meanings given to them under the PPSA.

13.2 In consideration of Dick Stone Pty Ltd supplying goods to You:

- (a) **Registration:** You agree Dick Stone Pty Ltd may register its security interest in the goods, and all of **Your** present and future rights in relation to the goods, on the Personal Property Securities Register established under the PPSA. Registration charges incurred by Dick Stone Pty Ltd when registering a financing statement or a financing change statement must be paid by You and may be debited by Dick Stone Pty Ltd against Your credit account with Dick Stone Pty Ltd.
- (b) **Purchase Money Security Interest:** You grant to Dick Stone Pty Ltd a purchase money security interest ("PMSI") and agree that any goods or proceeds of goods coming into existence after the date of these Terms and Conditions will immediately be subject to Dick Stone Pty Ltd's PMSI without the need for any further action or agreement by any party.
- (c) **Security Interest:** You agree the goods, and all of the Your present and future rights to goods, are subject to a continuing security interest in the form of a PMSI in favour of Dick Stone Pty Ltd for the payment of all amounts owing, and the performance of all Your obligations under these Terms and Conditions and any Purchaser Contract.
- (d) **Attachment:** You agree it received and will continue to receive valuable consideration at the date of any delivery of the goods and confirms You had not agreed to postpone or defer the time for attachment of the security interest created by these Terms and Conditions.
- (e) **Contracting Out:** You agree (to the extent permitted under section 115 of the PPSA), that You waive your rights under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 138A-138C, 142 and 143 of the PPSA including its right to receive a copy of the verification statement confirming registration of a financing statement or a financing charge statement relating to the security interest created by these Terms and Conditions.
- (f) **Provide Information:** You must promptly, on any request by Dick Stone Pty Ltd, execute all documents and do anything reasonably required by Dick Stone Pty Ltd to ensure the PMSI created by these Terms and Conditions constitutes a perfected security interest over the goods.
- (g) **Financing Charge Statements:** At any time any amount is payable by You to Dick Stone Pty Ltd or You have in your possession or control of any goods You must not:
  - (i) In relation to any financing statement registered by Dick Stone Pty Ltd under the PPSA:
    - (A) require Dick Stone Pty Ltd or permit any person other than You to require Dick Stone Pty Ltd to register a financing change statement; or
    - (B) lodge a change demand or permit any person other You to require Dick Stone Pty Ltd to allow any other person to lodge a change demand;
  - (ii) enter into or accept, or allow any other person to enter into or accept, a financing change statement in relation to an Dick Stone Pty Ltd financing statement relating to You.
- (h) **Your Obligations:**
  - (i) You must:
    - (A) maintain and keep the goods in its possession or control in good order and condition and protected against theft, loss or damage;
    - (B) Ensure any proceeds of sale of the goods are first applied in satisfaction of all of the Your indebtedness to Dick Stone Pty Ltd under these Terms and Conditions;
    - (C) permit Dick Stone Pty Ltd at all reasonable times by its agents, employees or officers to enter upon any premises owned or occupied by You to view, inspect and remove goods without Dick Stone Pty Ltd being responsible for any damage caused in doing so;
    - (D) Immediately notify Dick Stone Pty Ltd if You become aware of any person taking steps to register a financing statement in relation to the goods.
  - (ii) You must not:

- (A) consent to or enter into any agreement which permits any person to register a security interest in relation to the goods in priority to Dick Stone Pty Ltd's security interest as first ranking security holder over the goods; or
- (B) except in the normal course of business, sell, lease, dispose of, create a security interest in, mortgage or part with possession of the goods or any interest in the goods (or purport or attempt to purport to do so).

**14. Your indemnity**

You indemnify Dick Stone Pty Ltd, and must pay to Dick Stone Pty Ltd on demand, the amount of all loss, liability, cost and expense suffered or incurred by Dick Stone Pty Ltd arising from your default, including, but not limited to, Dick Stone Pty Ltd' reasonable enforcement expenses and for Dick Stone Pty Ltd' subsequent recovery of the debt.