



19 COOPER STREET, CAMPBELLFIELD
VICTORIA 3061 AUSTRALIA
ABN 45 147 814 891
P (+61) 3 9303 7224
AR@DESIGNERFORM.COM.AU
DESIGNERFORM.COM.AU

CONFIDENTIAL CREDIT APPLICATION – PLEASE COMPLETE, SIGN AND RETURN ORIGINAL APPLICATION

- 1. Registered name..... ABN/ACN/Reg. No:
2. Registered office.....
3. Trading name
4. Delivery address
..... Phone: Email:
5. Address for accounts:
Accounts Contact: Phone:
6. Period of business under this nameyears
7. Credit Limit Required:
8. Are business premises [] owned [] leased [] rented
9. Type of business

CORPORATE STRUCTURE:

- (a) Sole Trader
Name of owner/s Address DOB.....
(b) Partnership
Name of partner Address DOB.....
Name of partner Address DOB.....
(c) Company
Name of Director Address DOB.....
Name of Director Address DOB.....
(d) Other – please specify
Name: Address DOB.....

BUSINESS REFERENCES:

- (a) Phone Email.....
(b) Phone Email.....
(c) Phone Email.....
Bank Account Name..... Branch Phone

I/We,, certify that the above information is true and correct, and I/We agree to abide by the credit limit and the due terms as approved and outlined in our custom approval letter to you. I/We accept that failure to do so will result in interest at the "Reference rate" at the time of invoice being the Reserve Bank of Australia plus 1% p.a. and any costs incurred by Designerform Pty Ltd to recover overdue amounts/debts I/we are responsible for. I/We agree that all goods supplied on credit shall remain the property of Designerform Pty Ltd until full settlement of the account is received. I/We shall advise Designerform Pty Ltd in writing of any change of Directors/Proprietorship and or Company.

I/We agree that Designerform Pty Ltd may obtain a commercial and/or consumer credit report on the applicant and/or any directors, principal or guarantors thereof containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit; and to give personal information about the applicant and/or any directors, principal or guarantors to a credit reporting agency to allow the credit reporting agency to create or maintain a credit information file containing information about the applicant and/or any directors, principal or guarantors.

Name:..... Signature:..... Position:..... Date:.....
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AGREEMENT TO GUARANTEE – PLEASE COMPLETE, SIGN AND RETURN ORIGINAL APPLICATION

In consideration of Designerform Pty Ltd of 19 Cooper Street Campbellfield 3061, (hereinafter called the Company) granting credit to
..... (hereinafter called the Customer), I/we hereby
Guarantee to the said Company payment of any amount due which may hereafter become due by the said Customer.

It is also agreed –

- 1. That this Guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor.
2. That all compositions and payments received by the Company shall be taken as payment in gross and the Guarantors right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the customer’s indebtedness to it.
3. That no time of other indulgence granted to the customer shall in any way affect the liability of the Guarantor and as between the Company and the Guarantor no cheque, bill of exchange or promissory note received by the Company in respect of the customer’s indebtedness to it shall be regarded as satisfaction or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
4. I/We charge in Designerform’s favour all of our estate and interest in any land in which we now have any legal or beneficial interest and any land in which we later acquire any such interest and any other asset or trust asset, such charge to secure our obligations under this guarantee and I/we hereby agree as a separate obligation under this Guarantee to execute a registerable mortgage over any such real property now held or acquired by me/us in the future and upon request by Designerform P/L.
5. I/We agree that Designerform may obtain a commercial and/or consumer credit report on the applicant and/or any directors, principal or guarantors thereof containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit; and to give personal information about the applicant and/or any directors, principal or guarantors to a credit reporting agency to allow the credit reporting agency to create or maintain a credit information file containing information about the applicant and/or any directors, principal or guarantors.
6. I/We have read and understood this Guarantee before signing this Agreement.

THE PARTIES:

a. The Debtor..... of.....ABN/ACN/Reg No.....
(Company / Entity Name) (Address)

b. The Guarantors:

1. Name: of (home address)

Signature Witness Name & Signature:

2. Name: of (home address)

Signature Witness Name & Signature:

3. Name: of (home address)

Signature Witness Name & Signature:

Dated thisday of20.....
(Date) (Month) (Year)

c. Signed for and on behalf of the Debtor by
(Directors Name)

of (home address)

Signature Witness Name & Signature:

TERMS AND CONDITIONS OF SALE OF GOODS BY DESIGNERFORM PTY LTD

1. In these terms and conditions;
We or us means Designerform Pty Ltd and its successors and assigns. You means the customer and its successors and assigns.
2. You will purchase and we will supply goods to you only on the following terms and conditions. However, we are not obliged to supply goods to you when requested to do so.
3. The delivery of goods to you and your acceptance of their delivery constitutes a binding contract for the sale of those goods on these terms and conditions.
 - i. Contract becomes binding on the date of our written confirmation to you accepting your Purchase Order.
 - ii. Manufacturing runs have tight PO requirements and can not be cancelled once placed.
 - iii. Any overseas manufactured goods must depart country of origin within 30 days of completed production.
4. No course of prior dealings between you and us and no usage to trade are relevant to supplement any of these terms and conditions.
5. These terms and conditions, together with any additional terms and conditions we notify you are to apply to the supply of any goods:
 - (a) constitute a complete and exclusive statement of the agreements, understandings, terms and conditions between you and us with respect to the supply of goods by us to you, notwithstanding any conditions to the contrary expressed in any of your order forms or other documents;
 - (b) supersede all prior arrangements, written or oral, unless the prior arrangements otherwise specify; and
 - (c) bind you jointly and severally (if the is more than one of you).
6. All additions and modifications to the terms and conditions must be in writing signed by us or on our behalf. No employee of ours, other than a director, is authorised to agree to any addition or modification.
7. Payment is due according to written and agreed terms of payment; or if no terms of payment have been agreed, day prior delivery of the goods.
8. When paying, please refer to the relevant invoice. If you do not refer to a particular invoice when making payment, we will apply the payment to the earliest outstanding invoice.
9. After the due date for payment, we will charge interest on outstanding amounts payable, calculated on daily balances. The rate to be applied to each daily balance is the 'Reference rate' at the time of invoice being the Reserve Bank of Australia plus 1% per annum.
10. If you don't say otherwise within 7 days of delivery of goods, you must accept that those goods delivered are in accordance with your order. We will treat all claims for credit for returned goods on an individual transaction basis.
11. Notwithstanding 12 and 16, you will bear all risk in respect of the goods from the time of delivery to you or your carrier at our premises or warehouse or delivery by us to you (as the case may be), unless otherwise agreed in writing between you and us.
12. You must, at your own expense, insure the goods against loss or damage, however caused from the time referred to in 11 and must keep this insurance on foot until property in the goods passes to you as set on in 16.
13. If you:
 - (a) fail to pay for any goods on the due date; or
 - (b) commit an act of bankruptcy; or
 - (c) allow a trustee in bankruptcy or receiver or receiver and manager to be appointed to you or any of your property; or
 - (d) allow distress to be levied or a judgment, order or security to be enforced, to become enforceable against your property; or
 - (e) are a company and;
 - i. proceedings are commenced to wind you up or any of your subsidiaries; or
 - ii. a controller is appointed in respect of any part of your property that of your subsidiaries,

Then we and our agents may enter upon your premises (doing all that is necessary to gain access) where goods supplied under this contract are situated at any time and retake possession of all or any of those goods we have supplied to you.
14. If:
 - (a) you fail to make a payment on the due date; or
 - (b) you cancel delivery of goods; or
 - (c) we withhold delivery for any other reason; or
 - (d) we re-take possession of any goodswe reserve the right to resell the goods concerned.
15. If we conduct a re-sale pursuant to 14:
 - (a) we may do so at our premises or at any place; and
 - (b) the re-sale may, at our discretion, be by public or private sale or in fulfillment of one of our existing contracts; and

(c) we may recover from you as liquidated damages for our loss of bargain, the difference between the re-sale price and the unpaid contract price together with any incidental damages, such as holding expenses and charges and costs and expenses of sale but less expenses saved as a result of your breach of contract. (If applicable goods which cannot be sold within 8 months of the first attempted sale those goods will be deemed to have a re-sale price of nil.)
16. In relation to goods supplied to you:
 - (a) property on those goods shall remain with us until the later of:
 - i. payment in full for the goods; and
 - ii. payment in full of other monies owing or unpaid by you to us, including monies in respect of goods previously or subsequently supplied to you by us;
 - (b) the relationship between you and us shall be fiduciary; (c) you will hold those goods as bailee for us;
 - (d) where you sell those goods, you will sell as principal and you have no power to commit us to any contract or liability, but as between you and us you will sell as fiduciary agent.
 - (e) we will be given full ownership of any goods or objects formed if you transform our goods into other products or affix those goods to other objects;
 - (f) where those goods are disposed of, the monies resulting from the disposal and all other proceeds, (tangible or intangible) received in respect of the goods, including insurance proceeds will be kept separately in trust for us;
 - (g) where those goods are disposed of, you may only dispose of the goods in the ordinary course of your business on commercially reasonable terms;
 - (h) you will keep records of those goods;
 - (i) you will store those goods separately from your own until they are paid for.
17. To identify our goods, we may mark or label them in any manner.
18. You have the benefit of conditions and warranties implied by the Trade Practices Act 1974 ("Act") and nothing in these terms and conditions is intended to exclude, restrict or modify any statutory obligation we have if that cannot lawfully be effected. References to specific provisions of and circumstances arising under the Act are intended to include reference to equivalent or similar provisions of and circumstances arising under any State or Territory enactment.
19. Should we have the benefit of conditions and warranties implied by Division 2 of Part of the Act (not being a condition or warranty implied by Section 69 of the Act) our liability for the breach will, subject to Section 68A (2) of the Act, be limited to one of the following as selected by us:
 - (a) the replacement of the goods or the supply of equivalent goods; or
 - (b) the payment of the cost of replacing the goods or of acquiring equivalent goods.
20. Subject to any legislation to the contrary:
 - (a) to the full extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in these terms and conditions are excluded;
 - (b) to the full extent permitted by law, we are not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of you, us or any other person (including any loss or damage arising from our negligence);
 - (c) you indemnify us against:
 - i. any claims made against us by any third party in respect of any loss, damage, death or injury as set out in 20(b); and
 - ii. all losses and expenses which we may suffer or incur due to your failure to observe fully your obligations under the contract incorporating these terms and conditions; and
 - (d) we have not made any representation, warranty or undertaking about the compliance of the goods with any statutory requirements relating to the marketing of goods. You acknowledge that you alone are responsible for compliance of the goods with this legislation.
21. We will not be responsible for non-delivery or delay in delivery of any goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such non-delivery or delay occurs, we may deliver the goods not delivered or delayed at any subsequent time and you must accept and pay for them.
22. When we are to perform the contract of sale by more than one delivery, our failure to make any one or more of these deliveries will not operate as a repudiation of the contract by us in respect of all or any other deliveries.
23. Where we give a date of intended delivery, this will be subject to the goods ordered being available and our being able to make the delivery on the date.
24. If you fail to keep the goods in the condition they were in when delivered, you will be deemed to have accepted them as delivered.
25. Our agreement to continue to deliver or sell goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we cease to be satisfied we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by you.
26. Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions will be read and enforced as if the void and unlawful provisions had been deleted.
27. Our rights under these terms and conditions are in addition to and do not limit what ever other rights or remedies we may have in law or equity.