



Credit Application & Agreement

The undersigned person/company is applying for credit with and agrees to abide by the standard terms and conditions attached to this agreement.

Supplier's Name Fusion Qld Pty Ltd
ACN 118 560 348 ABN 42 987 067 369
PO Box 151, Noosaville Qld 4566
T +61 7 5474 3000
F +61 7 5474 1700
E accounts@fusionqld.com.au

Customer's Name: _____

Trading Name: _____

ABN: _____ **ACN:** _____

Postal Address: _____

Delivery Address: _____

Phone: _____ **Fax:** _____

Email: _____

Website: _____

Accounts Contact: _____

Sales Contact: _____

Type of Business: _____

Date Business Established: _____ **Credit Requested:** \$ _____

Type of trading entity:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust (nominate one) |
| <input type="checkbox"/> Company | <input type="checkbox"/> Discretionary Trust |
| <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Unit Trust |

Details of all Partners/Directors/Owners/Trust Members/Beneficiaries

Name	Address	Position
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____



TRADE REFERENCES

Reference #1 **Name:** _____
Email: _____
Address: _____
Phone: _____ **Fax:** _____

Reference #2 **Name:** _____
Email: _____
Address: _____
Phone: _____ **Fax:** _____

Reference #3 **Name:** _____
Email: _____
Address: _____
Phone: _____ **Fax:** _____

I/We represent that the above information is true and is given to induce to extend credit to the Customer. I/We authorise the Supplier to make such credit investigation as it sees fit, including contacting the above trade references and obtaining credit reports. I/We authorise all trade references and credit reporting agencies to disclose any and all information concerning the financial credit history of the parties to this Application and Agreement.

I/We have read the terms and conditions attached hereto of this Application and Agreement and agree to all of those terms and conditions.

I/We acknowledge that if the Customer is a Company, a guarantee and indemnity must be completed and executed by the directors in the form annexed hereto.

Authorised Signature/s _____

Name (please print) _____

Position Held (if a company) _____ **Date** _____

TERMS AND CONDITIONS

The Supplier and Customer hereby agree as follows:

1. These terms and conditions apply to the supply of all goods by the Supplier to the Customer. Goods are to be ordered by the Customer signing an Order Form which is signed and accepted by the Supplier.
2. The Supplier shall supply and deliver the goods to the Customer at the delivery address. Goods ordered are subject to availability. Orders may be required to meet minimum quantities as specified by the Supplier from time to time. The Supplier undertakes to fulfil the orders of the Customer for the goods with all reasonable dispatch. The Supplier is not liable in any way for any loss of trade or profit occurring to the Customer if delivery of the goods is frustrated or delayed by strikes, riots, lockouts, trade disputes, acts or restraints of governments, the imposition of restrictions on importation, delays in manufacturing or delivery or from any other cause not within the control of the Supplier.
3. The Supplier will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by the Supplier, its employees, contractors or agents whether negligent or not, except that nothing in these terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
4. The Customer shall pay the price to the Supplier within 30 days of the end of the month in which the goods were supplied, or such lesser period as is notified in writing by the Supplier to the Customer. Quoted prices are subject to change without notice. The Customer must pay all freight costs for the delivery of the goods. All returns will incur a restocking fee.
5. Should there be any delay in any payment, the Customer shall pay to the Supplier on demand interest calculated at the rate of Two per cent (2%) per month of that unpaid amount. If an account is not paid by the due date then the Supplier reserves the right to immediately take further action to recover the outstanding monies. Collection fees that are applicable to recovering funds will be charged to the Customer at the time of payment of the outstanding monies. The Supplier reserves the right to refuse to supply goods to the Customer where there has been any delay in payment.
6. Title to the goods free of encumbrances and all other adverse interests shall pass to the Customer upon payment in full of the price to the Supplier, and the Supplier is authorised to enter upon the property at the delivery address or elsewhere wherever the goods are located and to remove goods for which payment has not been received.
7. Each item of the goods shall be at the risk of the Customer from delivery.
8. The Supplier will provide the Customer upon delivery of the goods with a tax invoice showing GST.
9. If the Customer is in breach of a term of this Agreement, the Supplier may refuse to supply further goods to the Customer.
10. If the Customer is a company, this Agreement shall not be binding on the Supplier unless and until the form of Guarantee and Indemnity annexed hereto has been executed by the directors.
11. The Customer will notify the Supplier of any change in structure including change of director, shareholder, partner, trustee or address within 7 days of the change.
12. Where the Customer consists of two or more persons, companies and/or trusts, this Agreement shall bind them jointly and each of them severally.
13. The terms "Supplier" and "Customer" shall include as the case may be successors in title, permitted assigns, executors and administrators.
14. This Agreement shall be governed by the laws of Queensland, Australia.
15. By signing this Agreement, the Customer acknowledges and agrees to the above terms and conditions of sale.

Initials

GUARANTEE AND INDEMNITY

THIS DEED is made the _____ day of _____
BY:
of
and
of
(hereinafter called "the Guarantor") of the One Part

1. In this Guarantee and Indemnity, unless the context otherwise requires:
 - "**Agreement**" means the Credit Application and Agreement between the Supplier and the Customer to which this Guarantee and Indemnity is annexed;
 - "**Customer**" means the Customer named in the Agreement;
 - "**Guarantor**" means the person or persons named above;
 - "**Guarantor's Obligations**" means the obligations of the Guarantor set out herein;
 - "**Customer's Obligations**" means the due and punctual observance and performance by the Customer of all liabilities, obligations and agreements (whether contingent, prospective or actual) to the Supplier under or in connection with the Agreement;
 - "**Insolvency**" includes administration, bankruptcy, compromise, arrangement, amalgamation, receivership, reconstruction, winding up, liquidation, dissolution, and assignment for or compromise with creditors and "Insolvent" will be construed accordingly; and
 - "**Supplier**" means the Supplier named in the Agreement
2. In consideration of the Supplier at the request of the Guarantor entering into the Agreement, the Guarantor unconditionally (and jointly and severally where there is more than one Guarantor):
 - 2.1 guarantees the Customer's Obligations; and
 - 2.2 indemnifies the Supplier against any loss or liability the Supplier incurs arising from or connected with the Customer's Obligations.
3. Each of the Guarantor's Obligations:
 - 3.1 is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation
 - 3.2 may be enforced against the Guarantor without the Supplier first being required to exhaust any remedy it may have against the Customer;
 - 3.3 is a continuing guarantee and indemnity for the whole of the Customer's Obligations and will be irrevocable and will remain in full force and effect until discharged; and
 - 3.4 will not be considered as wholly or partially discharged by the performance at any item of any of the Customer's Obligations or by any settlement of account or by any other matter or thing whatever and will apply to the present and future scope of the Customer's Obligation.
4. The liability of the Guarantor is absolute and will not be effected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from the Guarantor's Obligations in whole or in part including without limiting the generality of the foregoing:
 - 4.1 the grant to the Customer or any other person of any time, waiver or other indulgence or concession;
 - 4.2 any transaction or arrangement that may take place between the Supplier and the Customer, the Guarantor or any other person;
 - 4.3 the insolvency of the Customer;
 - 4.4 the Supplier exercising or refraining from exercising any of the rights, powers or remedies conferred on it by law or by the Agreement or any other agreement with any person;
 - 4.5 the variation (including a variation which increases the Customer's Obligations), extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the Agreement;
 - 4.6 the Customer's Obligations or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
 - 4.7 the failure by the Supplier to give notice to the Guarantor of any default by the Customer under the Agreement;
 - 4.8 any legal limitation, disability, incapacity or other circumstances related to the Customer; or
 - 4.9 the failure of any Guarantor to execute this Guarantee or the granting of the Guarantee by any Guarantor being or becoming void or voidable.
5. This Guarantee extends to cover the Agreement as amended, varied or replaced, either with or without the consent of the Guarantor.

6. If the Customer becomes insolvent, the Guarantor authorises the Supplier to prove for all moneys which the Customer or any other person will have paid under the Agreement and to retain and to carry into a suspense account and to appropriate at the discretion of the Supplier any dividends received in the insolvency of the Customer and all other moneys received in respect of the Customer's Obligations until the Supplier has been paid in full in respect of the Customer's Obligations.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as a Deed with the intention that it shall be immediately and unconditionally binding upon the Guarantor on the day and year first before written.

EXECUTED AS A DEED by the Guarantor:

Signature

Signature

Witness

Witness

Name of Witness

Name of Witness