



## CREDIT APPLICATION AND SUPPLY AGREEMENT

### Acceptance of Terms and Conditions

By providing Cory Johnston Pty Ltd ABN 22 010 083 020 (**we, us and our**) with a signed Credit application, the customer named below (**you and your**) agrees, declares and acknowledges that:

- (a) terms and phrases contained in this Credit Application have corresponding meanings as those defined in our Terms and Conditions available at [www.coryjohnston.com.au](http://www.coryjohnston.com.au) (**our website**);
- (b) this Credit Application is a material part of the Agreement, as defined in our Terms and Conditions and our Credit Policy (which is available at our website), and if accepted by us, you agree to be bound by our Terms and Conditions and all provisions of the Agreement which apply to all of your dealings with us;
- (c) you have read and understood our Terms and Conditions (which is available at our website) prior to completing this Credit Application;
- (d) this is a Credit Application and we may accept or refuse this application in our sole discretion;
- (e) you warrant that the company and/or each director, partner and sole trader stated in this Credit Application is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management;
- (f) if you are a corporation, provision of credit pursuant to the Credit Application may, at our absolute discretion, be subject to and conditional upon all or some of your directors executing the attached Guarantee and Indemnity;
- (g) you represent and warrant that the information set out in this Credit Application is true and correct and that we will rely upon the information provided in assessing whether to grant credit to you; and
- (h) any representative noted in this Credit Application, or any director, partner or other person held out by you to be in a managerial position is authorised to enter into a Supply Agreement with us.

### Privacy Information Authority

We may need to disclose to a credit reporting agency information about you and your employees, agents and representatives when assessing this application for credit and in managing your account. You warrant that all parties whose information appears on this Credit Application, the Guarantee and Indemnity and the Agreement consent to and authorise us to:

- (a) request a credit report containing information about the party's consumer or commercial credit arrangements from your trade references, your accountant, your financial advisor, any business you deal with and/or a credit reporting agency (collectively "credit agency") for the purposes of assessing this Credit Application or in connection with the Guarantee and Indemnity and you authorise the credit agency to provide us with the information requested;
- (b) give a credit agency information to allow the credit agency to create and maintain a credit information file containing information about the relevant party;
- (c) notify and exchange information with other credit agencies and any collection agent of us;
- (d) use any information provided in this Credit Application or provided to us throughout the currency of any agreement with us for any lawful means necessary, including but not limited to exchanging such information with other credit agencies if you or another party is in default or for the purposes of registering a security interest on the PPS Register;
- (e) otherwise hold, use and disclose your personal information in accordance with the our Privacy Policy.

You and any applicable Guarantor (as defined in the Guarantee and Indemnity) understand that any of the personal information requested in the Credit Application or Guarantee and Indemnity need not be provided. However, without such information it may not be possible to process this Credit Application or provide an appropriate level of service.

**Please ensure all relevant questions are fully answered and all pages returned**

Section 1 – Customer Information	
Trading Name:	ABN:
Street Address:	
Suburb:	Post Code:
Postal Address:	
Suburb:	Post Code:
Phone:	
Fax:	
Email:	Contact Name:
No. of Years Trading:	

Section 2 – Business Information					
Please Tick:					
Sole Trader	Partnership	Pty Ltd without Trust	Public Company	Trust	Club or Association

Company Name:	
Registered Office:	
ACN:	Date Incorporated:
Trust Name:	
Trustee Name:	

Section 3 – Business Premises			
Please Tick:			
Owned	Under Mortgage	Rented	Landlord Name:
			Landlord Address:

Section 4 – Sole Traders, Partners and Directors			
Full Name	DOB	Residential Address	Phone
1.			
2.			
3.			

Have any of the above ever been declared bankrupt? (Please tick)

Yes

No

If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 5 – Bank Account**

<b>Account Name:</b>	
<b>Branch:</b>	<b>BSB:</b>
	<b>ACC:</b>

**Section 6 – Credit Terms Requested**

<b>Estimated Monthly Purchase:</b>	<b>\$</b>
<b>Payment Terms:</b>	<b>7 Days</b>

**Section 7 – Trade References**

<b>Company Name</b>	<b>Address</b>	<b>Phone</b>
1.		
2.		
3.		

**Section 8 – Signatures**

<b>Name:</b>	<b>Witness Name:</b>
<b>Signature:</b>	<b>Witness Signature:</b>
<b>Title:</b>	
<b>Date:</b>	
<b>Name:</b>	<b>Witness Name:</b>
<b>Signature:</b>	<b>Witness Signature:</b>
<b>Title:</b>	
<b>Date:</b>	
<b>Name:</b>	<b>Witness Name:</b>
<b>Signature:</b>	<b>Witness Signature:</b>
<b>Title:</b>	
<b>Date:</b>	
<b>Name:</b>	<b>Witness Name:</b>
<b>Signature:</b>	<b>Witness Signature:</b>
<b>Title:</b>	
<b>Date:</b>	

**NOTE:** All directors must be listed. If there are more than 4 directors, please provide the details of all directors in a separate document and attach to this application. Applications cannot be processed unless details of all directors are provided.

**OFFICE USE ONLY**

<b>Manager:</b>	<b>Approved Credit Limit: \$</b>
<b>Signature:</b>	
<b>Date:</b>	

**Deed of Guarantee and Indemnity**

In consideration of **Cory Johnston (Aust) Pty Ltd ABN 22 010 083 020 (Cory Johnston)** agreeing, at the request of the Customer named below (**Customer**), to supply goods and/or services or give credit to the Customer, each person named and signing as guarantor (**Guarantor**) enters into this guarantee (**Guarantee**) in favour of Cory Johnston on the following terms.

<b>Customer / Your Name:</b>	<b>ABN:</b>
<b>Address:</b>	<b>Post Code:</b>

### Terms of Guarantee:

1. In this Guarantee, unless the context indicates otherwise:

- (a) all references to a party include the party's successors and permitted assigns, a reference to a Guarantor is a reference to all Guarantors and where there is more than one Guarantor, the obligations of each Guarantor are joint and several; and
- (b) where words or phrases are given a defined meaning in our Terms and Conditions (available at [www.coryjohnston.com.au](http://www.coryjohnston.com.au)), such words or phrases have a corresponding meaning in this Guarantee.

2. The Guarantor(s):

- (a) Both jointly and severally as the case may be, agree to unconditionally and irrevocably guarantee(s) to Cory Johnston:
  - (i) The prompt payment of all money as and when it becomes due and payable by the Customer to Cory Johnston under the Terms and Conditions, notwithstanding that:
    - (A) The Guarantor(s) do not have notice of any neglect or omission on the Customer's part to pay for such Goods and/or Services according to the terms agreed on between the Customer and Cory Jonston; and/or
    - (B) Cory Johnston has not first taken steps to enforce the Terms and Conditions against the Customer; and
  - (ii) The due and punctual performance by the Customer of the terms, covenants and obligations on the part of the Customer under the Terms and Conditions.
- (b) Indemnify and keep indemnified Cory Johnston in respect of:
  - (i) All losses, claims, costs, expenses, damages, obligations, direct or indirect, sustained or incurred, by Cory Johnston as a consequence of any breach or non-observance of any of the covenants, terms and conditions agreed on between the Customer and Cory Johnston to be performed or observed; and
  - (ii) Any breach of this Guarantee, or by the Customer of the Terms and Conditions.
- (c) Hereby acknowledge and declare that:
  - (i) This Guarantee will be a continuing Guarantee and will not be affected or avoided in any way by any agreement or arrangement made between Cory Johnston and the Customer, whether with or without the consent of the Guarantor(s), or by any alterations or variations to the rights or obligations of either party to the Terms and Conditions, such as but not limited to the liquidation, winding up or dissolution or other external administration of the Customer, or by the granting of any time or any other indulgence or forbearance by Cory Johnston to the Customer, (or being a natural person) declared bankrupt and notwithstanding that the Terms and Conditions given by the Customer be for any reason unenforceable in whole or in part, Cory Johnston will be at liberty to regard the Guarantor(s) in all respects as principal debtor(s) and will not be obliged to take action against the Customer; and
  - (ii) This Guarantee will be binding on the Guarantor(s) personal representatives and will endure for the benefit of Cory Johnston, its successors and assigns.
- (d) Further acknowledge and declare that:
  - (i) The obligations of the Guarantor(s) will not merge or be deemed to have merged in any judgment obtained by Cory Johnston against the Customer and the Guarantor(s) will remain liable to Cory Johnston in terms of this Guarantee notwithstanding that the Guarantor(s) may in the meantime obtain a judgment against the Customer; and

- (ii) This Guarantee will be interpreted according to the law of the State of Queensland and the Guarantor(s) hereby submit to the jurisdiction of the Queensland Courts in relation to any dispute about this Guarantee.
- (e) Agree that a statement in writing made up from the books of Cory Johnston and signed by the Cory Johnston company secretary for the time being or by any other person authorised by Cory Johnston in writing as to the amount due or owing as at the date mentioned in such statement will be conclusive evidence that such amount is due and owing and of all other matters therein set forth without it being necessary to produce and books or vouchers to verify the same.
- (f) Agree that in the event that any one or more clauses of this Guarantee are not enforceable, the remaining clauses still apply.
- (g) Agree that the Guarantor(s) remains personally liable under this Guarantee even if any other person named as or intended to be a co-guarantor or a co-surety for any amount which the Customer owes Cory Johnston:
  - (i) Does not sign this Guarantee or any other documents;
  - (ii) Does not sign this Guarantee or any other document properly;
  - (iii) Does not for any reason, become liable under this Guarantee or any other documents;
  - (iv) Stops being liable or is discharged from liability whether by agreement with Cory Johnston or because of any principle of law or equity;
  - (v) Gives Cory Johnston notice to stop further liability as committed by this Guarantee and the Customer did not sign the notice or give Cory Johnston a similar notice; or
  - (vi) Dies, becomes a bankrupt or becomes mentally or physically disabled.
- (h) Both jointly and severally as the case may be, charge all real estate owned by the Guarantor(s) from time to time in respect of any money owing by the Customer to Cory Johnston and hereby appoint Cory Johnston and its solicitors as the guarantor(s) attorneys to execute any consent form for the sole purpose of registering a charge or caveat over the title to any real property owned by the Guarantor(s) and secured by Cory Johnston under this Guarantee from time to time.

*Each Guarantor listed below warrants that it has understood this document (the Guarantee) and has not relied on anything said to it by Cory Johnston or the Customer as to what it means or what its effects may be.*

**Executed as a Deed**

**SIGNED, SEALED and DELIVERED** by each Guarantor in the presence of the witnesses whose names appear below:

Guarantor Signatures	
Guarantor Name:	Signature:
Address:	
Witness Name:	Witness Signature:
Witness Address:	

Guarantor Name:	Signature:
Address:	
Witness Name:	Witness Signature:
Witness Address:	

Guarantor Name:	Signature:
Address:	
Witness Name:	Witness Signature:
Witness Address:	

Date of Deed	
Dated this:	day of 20

**Important Notice:** *This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.*