

Customer Account Number

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# Application for Commercial Credit

## David Moss Group Pty Ltd

ABN 23 156 543 725 ACN 156 543 725

26 Turnbull Road, Neerabup, Western Australia 6031  
PO Box 577 Wanneroo, Western Australia 6946

### ADMINISTRATION:

Telephone: +61 (0) 8 9306 3344 Fax: +61 (0) 8 9306 3443

Email: [admin@davidmoss.com.au](mailto:admin@davidmoss.com.au)

### SALES:

Fax: +61 (0) 8 9306 3177

Email: [sales@davidmoss.com.au](mailto:sales@davidmoss.com.au)

And

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("CUSTOMER")

Dated

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# Application for Commercial Credit

## FIRST SCHEDULE

### David Moss Group Pty Ltd Credit Account Request (Select as Applicable)

David Moss Corporation Pty Ltd (ABN 64 009 124 681)

David Moss Queensland Pty Ltd (ABN 69 159 866 627)

#### Customer Details

*All sections must be completed if applicable*

REGISTERED NAME OF COMPANY OR FIRM.....

ABN..... ACN..... PHONE..... FAX.....

STRUCTURE OF TRADING ENTITY: COMPANY  SOLE TRADER  PARTNERSHIP  TRUST  OTHER

If Other please provide details.....

If a trust, please provide a copy of the trust deed and provide the following details:

Type of trust: Discretionary  Unit  Family  Registered trust name.....

Name of Trustee(s) empowered to pledge assets of trust.....

REGISTERED OFFICE ADDRESS (Not Box no) MAIN BUSINESS ADDRESS

.....  
.....  
.....  
.....

NATURE OF BUSINESS.....NO. OF EMPLOYEES.....

PARENT, SUBSIDIARY OR ASSOCIATED COMPANIES.....

REGISTERED BUSINESS NAME (if applicable).....

POSTAL ADDRESS (where accounts must be rendered, if different to main business address):

.....

EMAIL ADDRESS.....

CREDIT LIMIT REQUESTED (2 X MONTHLY SPEND).....

PARTICULARS OF ALL DIRECTORS / PARTNERS / PROPRIETORS

NAME	ADDRESS	D.O.B.	DRIVERS LIC

Have any of the Directors/Partners/Proprietors been registered under any part of the Bankruptcy Act, or under any insolvent administration?

No  Yes  If Yes give particulars.....

DATE COMPANY WAS REGISTERED OR COMMENCED BUSINESS.....

AUTHORISED CAPITAL \$.....PAID UP CAPITAL \$.....NO. OF SHARES.....

NAME OF BANK ..... BRANCH..... HOW LONG WITH THIS BANK.....

NAME OF ACCOUNTANT / TAX AGENT.....

DATE OF LAST BALANCE SHEET (Please provide a copy).....

BUSINESS PREMISES: OWNED  LEASED

HAS THE COMPANY / BUSINESS GIVEN OR GRANTED ANY BILLS OF SALE, MORTGAGES, REGISTERED CHARGES, ETC OVER SPECIFIC OR ALL OF THE COMPANY / BUSINESS ASSETS? YES  NO

If Yes provide details.....

.....

**DETAILS OF THREE CURRENT TRADE REFERENCES:**

NAME	ADDRESS	PHONE NO	FAX NO

**DETAILS OF FIVE LARGEST CONTRACTS COMPLETED IN THE LAST THREE (3) YEARS:**

CUSTOMER	CONTRACT PERIOD	CONTACT NAME	PHONE NO

INTERNAL OFFICE USE ONLY			
Sort Code		Usual Sales Code	
Region			
Nominated Sales Person			
Additional Information			
Approved Credit Limit			
Commercial Approval			
CFO Approval			

THIS AGREEMENT made the.....day of.....20.....

Between the David Moss Group Pty Ltd related body corporate entity indicated on the First Schedule of 26  
Turnbull Rd, Neerabup WA 6031 ("the Company")

And.....of.....("the Customer")

**WHEREAS –**

- (a) The Customer is desirous of establishing a credit trading account with the Company and pursuant to its desire to establish a credit trading account has submitted to the Company the information and particulars as set out in the First Schedule.
- (b) The Company has agreed to consider the application of the Customer and to advise the Customer as to whether or not credit will be extended to the Customer.
- (c) The parties agree that in the event of the Company granting to the Customer credit facilities then such credit facilities shall be on the Terms and Conditions of Sale and the Terms and Conditions of Hire, a copy of which is available on the Company website [www.davidmossgroup.com.au](http://www.davidmossgroup.com.au) which may only be amended in writing by an authorised representative of David Moss Group Pty Ltd.
- (d) The Customer undertakes to advise the Company of any change affecting the legal entity, structure or management control of the applicant business at the time when such change occurs. Where such a change occurs the Company will require a new application for credit facilities.
- (e) The Customer agrees that if the applicant is a trustee, the trust will indemnify the trustee for any indebtedness to the Company.
- (f) If the Customer is a company or a related body corporate of a company, each of the directors of the company will sign Guarantees, guaranteeing the performance of the company's obligations.

**PRIVACY ACT DECLARATION**

In relation to this Application for Commercial Credit submitted to David Moss Group Pty Ltd and to commercial credit extended should this application be approved, it is hereby acknowledged and agreed that, subject always to the provisions of the Privacy Act 1988, if it is considered relevant to assessing the application or whether to accept the individual as a Guarantor for any commercial credit sought or extended or to collecting overdue payments, we may obtain from or provide credit information to a credit reporting agency, another credit provider or other authorised party, a report containing personal information or personal consumer credit information of the type permitted by law and may use such information for any purpose allowed by law, including exchanging same with another credit provider for the purpose of assessing the Customer's credit worthiness or any application for credit or commercial credit lodged by the Customer.

**I/We acknowledge and accept the terms and conditions contained herein and furthermore certify that I am / we are duly authorised accept the same on behalf of the Customer and warrant that the information provided above is correct.**

Name..... Signature.....

Position..... Date.....

Name..... Signature.....

Position..... Date.....

Name..... Signature.....

Position..... Date.....

THIS GUARANTEE is made this                    day    of

BETWEEN

..... (ABN .....)  
("Creditor")

AND

..... (Full Name of Guarantor)

..... (Address of Guarantor)

.....

.....

**OPERATIVE PROVISIONS**

**Guarantee**

1. In consideration of the Creditor extending credit facilities to \_\_\_\_\_  
\_\_\_\_\_ ABN \_\_\_\_\_ (the Debtor) in accordance with  
the Creditors Application for Commercial Credit entered into between the Creditor and the  
Debtor the Guarantor guarantees the payment to the Creditor of all monies owing by the  
Debtor to the Creditor in respect of goods and materials supplied and services rendered  
by the Creditor to the Debtor. The Guarantor agrees that this guarantee shall continue  
and remain in force until such time as all monies owing by the Debtor to the Creditor  
have been paid in full by the Debtor to the Creditor.

**Enforcement expenses**

2. The Guarantor agrees to pay to the Creditor the reasonable costs and expenses incurred  
by the Creditor in enforcing this guarantee (including costs incurred by the Creditor's

staff, appointed agents or representatives and any legal costs incurred by the Creditor in enforcing this guarantee on a solicitor and own client basis).

### **Security**

3. The Guarantor charges all the Guarantor's real property with payment of all monies owing by the Debtor to the Creditor and the Guarantor consents to a caveatable interest being registered by the Creditor over all of the Guarantor's real property by way of such security at the Guarantor's cost.

### **Acknowledgments**

4. The Guarantor acknowledges that:
  - 4.1 Before signing this guarantee the Guarantor received and read a copy of the Creditor's Credit Application and Terms of Trading Agreement pursuant to which the Creditor extended credit facilities to the Debtor;
  - 4.2 The Guarantor has received or has had the opportunity of receiving independent legal and financial advice on the Guarantor's obligations under this guarantee; and
  - 4.3 The Guarantor is aware of the financial position of the Debtor.

### **The Creditor's rights are protected**

5. Should a trustee in bankruptcy or liquidator require the Creditor to refund a payment which it has received from the Debtor then the Guarantor must then pay to the Creditor such amount refunded by the Creditor to such trustee in bankruptcy or liquidators as if payment had not been made by the Debtor to the Creditor. This applies despite anything to the contrary in this guarantee.

**Executed as a Deed**

**Signed for and on behalf of:** .....  
in accordance with Section 127 of the Corporations Act 2001 (Cth)  
by its duly authorised officers;

Director: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Director/Secretary: \_\_\_\_\_

Name in Full: \_\_\_\_\_

**SIGNED** by the Guarantor \_\_\_\_\_

in the presence of:

Witness Signature : \_\_\_\_\_

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

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

\_\_\_\_\_

Occupation: \_\_\_\_\_