

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

-----  
("CUSTOMER")

Dated  
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Please return completed forms to [admin@davidmoss.com.au](mailto:admin@davidmoss.com.au)

# 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.

**EXECUTED AS AN AGREEMENT**

Under Section 127 of the Corporations Act, this Agreement can only be executed by two directors of the company, a director and a company secretary, or for a proprietary company that has a sole director who is also the sole company secretary that director. In the event of a sole director please note sole director when signing.

EXECUTED in accordance with section 127 of the Corporations Act:

Date:...../...../.....

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Secretary

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

## Deed of Personal Guarantee and Indemnity

<b>Creditor</b>	<p><b>David Moss Group Pty Ltd</b> ABN 23 156 543 725; and  <b>David Moss Corporation Pty Ltd</b> ABN 64 009 124 681; and  <b>David Moss Queensland Pty Ltd</b> ABN 69 159 866 627,  collectively of 26 Turnbull Road, Neerabup, Western Australia 6031</p> <p>Phone: +61 9306 3344                                  Fax: +61 9306 3443</p>
<b>Customer</b>	<p>Name: _____</p> <p>ABN: _____</p> <p>Registered Business Address: _____</p> <p>_____</p> <p>Phone: _____                                  Fax: _____</p>
<b>Guarantor(s)</b>	<p>Name: _____</p> <p>Address: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Name: _____</p> <p>Address: _____</p>
<b>Date of this Deed</b>	

This Deed witnesses as follows:

1. I/We the Guarantor(s) have requested the Creditor to supply the Customer with Goods and/or Services on credit.
2. I/We guarantee payment to the Creditor of the whole price charged by the Creditor for Goods or Services supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Creditor. I/We also guarantee the performance of the obligations of the

Customer pursuant to the Creditor's Application for Commercial Credit and Terms and Conditions of Sale.

3. Before signing this Guarantee the Guarantor(s) acknowledges that it:
  - (a) has received and read a copy of the Creditor's Application for Commercial Credit and Terms and Conditions of Sale pursuant to which the Creditor extended credit facilities to the Customer; and
  - (b) has had the opportunity of receiving independent legal and financial advice on the Guarantor's obligations under this Guarantee; and
  - (c) is aware of the financial position of the Customer.
4. I/We indemnify the Creditor against all costs, losses and expenses which the Creditor incurs as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
5. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
  - (a) if the Creditor grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);
  - (b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors; and/or
  - (c) any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
6. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Creditor to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Creditor.
7. This Guarantee extends to credit given to the Customer in the future by a company which at the time such credit is extended is a related body corporate of the Creditor.
8. This Guarantee may be withdrawn by the Guarantor(s) on expiry of fourteen (14) days following written notice of withdrawal being delivered to the Creditor's Company Secretary at the Creditor's registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
9. I/We authorise the Creditor to do each of the things listed in the Privacy Act Declaration of the Application for Commercial Credit in relation to my/our personal credit matters.
10. As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Creditor.
11. Without limiting the generality of the charge in clause 10, I/we agree on request by the Creditor to execute any documents and do all things reasonably required by the Creditor to

register a mortgage security over any Real Property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints the Creditor to be the Guarantor's(s) lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Creditor on an indemnity basis against all costs and expenses incurred by the Creditor in connection with the preparation and registration of such mortgage documents.

- 12.** I/We consent unconditionally to the Creditor lodging a caveat or caveats noting its interest in any Real Property.
- 13.** We agree to advise the Creditor in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within seven (7) business days of such event, change or step occurring.
- 14.** If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Creditor against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 8.
- 15.** If the charge created by clause 10 is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Creditor's rights against the Guarantor(s).
- 16.** If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
- 17.** Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person the Creditor may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Creditor may choose in its absolute discretion, and the Creditor is not to be obliged to make any claim against all the persons comprising the Guarantor.
- 18.** Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Creditor) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Creditor under this Guarantee including without limitation proving or claiming in competition with the Creditor so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Creditor would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
- 19.** The definitions in the Application for Commercial Credit shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

**Executed as a Deed**

By signing below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to the Creditor, the Creditor may recover the amount of these payments from me/us personally. In such case, the Creditor may, amongst other recovery rights, take a charge over any Real Property.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).

**SIGNED** for and on behalf of the Guarantor in the presence of: )  
)  
)  
..... )  
Signature of Witness )  
)  
..... )  
Name of Witness (block letters) )  
)  
..... )  
Address of Witness (block letters) )  
)  
..... )  
Date )

.....  
Signature of Guarantor  
.....  
Name of Guarantor (block letters)  
.....  
Address of Guarantor (block letters)

**SIGNED** for and on behalf of the Guarantor in the presence of: )  
)  
)  
..... )  
Signature of Witness )  
)  
..... )  
Name of Witness (block letters) )  
)  
..... )  
Address of Witness (block letters) )  
)  
..... )  
Date )

.....  
Signature of Guarantor  
.....  
Name of Guarantor (block letters)  
.....  
Address of Guarantor (block letters)

**SIGNED** for and on behalf of the Guarantor in the presence of: )  
)  
)  
..... )  
Signature of Witness )  
)  
..... )  
Name of Witness (block letters) )  
)  
..... )  
Address of Witness (block letters) )  
)  
..... )  
Date )

.....  
Signature of Guarantor  
.....  
Name of Guarantor (block letters)  
.....  
Address of Guarantor (block letters)