

## 30 Day Credit Account Application.

Trading/Registered Name	A.B.N. / A.C.N.
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Company/Trustee/Business/Partnership/Sole Trader (delete whichever not applicable)	

Address of Registered Office:	
Main Contact:	Mobile:
Telephone:	Fax:
Email Address:	
Aqua Plumbing Supplies will email your invoices and monthly statements – please provide your preferred email address for this purpose: Email Address:	

Principle Business Activity.	No. of Yrs in Business	Estimated Monthly Spend

How did you hear about Aqua Plumbing Supplies?

*Name and Addresses of Directors/Partners/Proprietor (delete whichever not applicable)*

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Address:	
Telephone:	Mobile:
Drivers Licence: (Please include copy)	Date of Birth:
Email Address:	

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Address:	
Telephone:	Mobile:
Drivers License: (Please include copy)	Date of Birth:
Email Address:	

<i>Office use only:</i>			
PPSA Rego: Y / N (circle)	Credit Limit: \$	Terms:	Date Approved:
Approved By:	SP:	Customer Account Number:	

# 30 Day Credit Account Application.

## COMPANY CONTACTS

### PURCHASING OFFICER

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Mobile:	Date of Birth:
Email Address:	

### ACCOUNTS PAYABLE

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Telephone:	Fax:
Email Address:	

**BUSINESS REFERENCES** (MUST have all 3 references with Phone and Fax Details- failure to provide all details may delay approval of your application and result in this form being returned to you)

Trading Name	Phone	Fax
1.		
2.		
3.		

The person(s) who sign below represent and warrant to Aqua Plumbing Supplies that:

- (a) The party signing below is an authorised representative of the Buyer;
- (b) The above information is true and correct; and
- (c) That the information provided in this credit application is a complete and accurate representation of the Buyer's financial situation as of the date hereof.

Any misrepresentation or fraudulent information provided will be the basis for default under this agreement by signing this form you authorise Aqua Plumbing Supplies to contact the above referees to determine credit worthiness.

Aqua Plumbing Supplies reserves the right to perform credit checks on the above mentioned if felt necessary to help determine credit worthiness. As a reseller/agent of Aqua Plumbing Supplies, the Buyer is independently liable for all your own debits and accounts.

I have read and understand Aqua Plumbing Supplies Terms and Conditions (attached) which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by those terms and conditions.

Full Name	Signature (Director)	Date
Full Name	Signature (Director)	Date

## 1.1 Directors Guarantee & Indemnity and Security Agreement

(a) As Director/s of the company ..... (**Buyer**), I/We (jointly and severally) unconditionally guarantee to Aqua Plumbing Supplies Pty Ltd ABN 59 616 786 335 (**Aqua Plumbing Supplies**) the due and punctual payment of all moneys due and payable to Aqua Plumbing Supplies by the Buyer and the due and punctual observance and performance by the Buyer of all its other liabilities, obligations and agreements (whether monetary or non-monetary, present or future, actual or contingent) to Aqua Plumbing Supplies.

(b) If the Buyer defaults or fails in the due and punctual performance of any of its liabilities to, obligations to and agreements with Aqua Plumbing Supplies, I/We (jointly and severally) unconditionally and irrevocably indemnify and agree to keep indemnified Aqua Plumbing Supplies against all losses, damages, liabilities, costs and expenses (including legal expenses on a full indemnity basis) accruing to Aqua Plumbing Supplies, resulting or arising from any failure by the Buyer to perform or observe any of the obligations on the part of the Buyer to be performed or observed.

(c) This guarantee and indemnity is a principal and continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by Aqua Plumbing Supplies or by any means other than express waiver by Aqua Plumbing Supplies.

I/We acknowledge that any rescission or termination of the Buyer's account will not waive any of my/our obligations arising pursuant to this Guarantee and Indemnity.

## 1.2 Charging Clause

(a) As additional security for due and punctual payment of all moneys due and payable to Aqua Plumbing Supplies by the Company (**Debt**) on the terms and conditions set out in the Agreement which this Director's Guarantee & Indemnity accompanies, I/we hereby charge in favour of Aqua Plumbing Supplies any real and personal property in which I/We have an interest at any time, and I/we irrevocably authorise Aqua Plumbing Supplies to secure the Debt by the registration of a mortgage and/or caveat against any such real or personal property to which I/we have an interest in at any time.

(b) I/we agree to grant Aqua Plumbing Supplies a security interest as that term is defined in the *Personal Property Securities Act 2009 (PPSA)* in any property to which I/we have an interest at any time with priority over a registered general security and any unsecured creditors.

(c) I/We agree to be responsible for all costs incurred by Aqua Plumbing Supplies in registering the interest under the PPSA and all costs of enforcement. Furthermore, I/we also agree if needed to the unconditional ratification of any actions by me/us in relation to the protection of the security interest.

(d) I/We agree to waive to the maximum extent possible at law the following rights under the PPSA:

- (i) receipt of a verification statement pursuant to section 157; and a statement of account under section 132;
- (ii) to recover any proceeds under section 140;
- (iii) to receive notice from us to dispose of collateral under section 130, or to retain collateral under section 135 and to object to that notice under section 137;
- (iv) to redeem collateral under section 142;
- (v) to reinstate a security agreement under section 143;
- (vi) to not have goods damaged or to be reimbursed in respect of such damage if Aqua Plumbing Supplies takes possession of an accession of goods (section 92 and 93);
- (vii) to refuse permission to remove an accession until security is given by Aqua Plumbing Supplies for reimbursement as per section 94);
- (viii) to receive notice of removal of an accession under section 95);
- (ix) to apply to court for an order concerning removal of an accession; and
- (x) any other right in favour of you that can be lawfully contracted out of under the PPSA (including but not limited to the provisions listed in section 115)
- (xi) In addition, I/we acknowledge that sections 96 and 125 do not apply to any security agreement created on the basis of these terms.

(d) I/We agree to immediately notify Aqua Plumbing Supplies of any change in my/our name, address, contact or personal details to enable Aqua Plumbing Supplies to register a financing change statement if required. In the absence of such notification, the address Aqua Plumbing Supplies holds in its records is deemed to be my/our relevant address.

(e) I/We agree not to encourage or allow any other person to register a financing statement against my/our property without the express written consent of Aqua Plumbing Supplies and will notify Aqua Plumbing Supplies as soon as I/We are aware of any other person taking steps to register an interest in/against our property.

(f) I/We agree to immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Aqua Plumbing Supplies to secure the charge referred to in clause 1.2(a) above.

(g) I/We acknowledge that I/We will pay all costs associated with securing the charge.

<b>Signature (Director)</b>	<b>Signature (Director)</b>
<b>Name</b>	<b>Name</b>
<b>D.O.B</b>	<b>D.O.B</b>
<b>Address</b>	<b>Address</b>
<b>Date</b>	<b>Date</b>