

CREDIT APPLICATION

USE BLOCK LETTERS

Company ☐ Partnership ☐ Trust ☐ Sole Trader ☐ Gov ☐ Other ☐

Name of Customer / Entity:		ACN:	
Trading Name: (if different to above)		ABN:	

Name of Trustee: (if applicable)		ACN:	
Name of Trust: (if applicable)		ABN:	

Business Address: (not PO Box)			
Suburb:		State:	P/Code:
Postal Address: (if different to above)			
Suburb:		State:	P/Code:
Office Telephone:		Mobile:	
Business/Sales Contact:		Business/Sales Email:	
Nature of Business:		Accounts Payable Contact:	
Email Address: (invoices & statements)			
Bank Details - Account Name:		BSB:	A/c No.:
How long business established:	yrs	Current ownership:	yrs
Business Premises:		Owned ☐	Leased ☐
Has your business or a related business previously traded with our Company? Yes ☐ No ☐			

Payment Terms: 30 days from End of Month

Credit Limit Requested: \$

To be completed by Sole Traders, Directors, Partners & Trustees

Full Name	Date of Birth	Private Residential Address	Driver's License No.	Mobile number

Trade References

Current Major Suppliers	Office Telephone	Avg Monthly Purchases	Comments

CREDIT FACILITY TERMS AND CONDITIONS (continued over page)

COMPLETING THIS CREDIT APPLICATION

- In order to procure goods from MM Infrastructure Supplies Pty Limited ACN 643 096 404 ('Company', 'we', 'us', 'our'), the applicant named in this form ('Customer', 'you', 'your') must accurately complete this credit application (Credit Application), including, if requested by us, the guarantee and indemnity set out below (Guarantee).
- We may accept or reject your Credit Application at our absolute discretion. If your Credit Application is approved, we will notify you in writing of that approval and the maximum amount of approved credit (Credit Limit) that applies to your account (together, Credit Facility). The credit conditions set out below (Credit Conditions) will apply to your Credit Facility.
- Whether or not your Credit Application is approved, our standard terms of sale, located at <https://convicaustralia.com.au> (Terms of Sale), as amended from time to time in accordance with their terms, will apply to our supply of goods to you.

CREDIT CONDITIONS

- If the Company accepts this Credit Application, the Credit Application forms part of the contract between the parties for the purchase of goods, along with the Terms of Sale and any orders placed in accordance with the Terms of Sale (Contract).
- The Customer warrants that, at the time of submitting this Credit Application:
 - the information provided by it in this Credit Application is accurate, correct and complete;
 - it is not aware of any information that would give the Company reasonable grounds to suspect that the Customer might suffer an Insolvency Event (as that term is defined in the Terms of Sale);
 - it is not aware of any other material circumstance or event that would be likely to affect the consideration by the Company of whether to provide the Credit Facility; and
 - it has received, or has had the opportunity to receive, independent legal advice in relation to this Credit Application prior to submitting it.
- The Customer will notify the Company as soon as possible if:
 - at any future time there is any change to the information provided by the Customer in this Credit Application;
 - it experiences an Insolvency Event (as that term is defined in the Terms of Sale), or any other change in its legal status, ownership or control; or
 - it becomes aware of any material circumstance or event that would be likely to have a material adverse effect on the Customer's Credit Facility.
- Without limiting any rights or remedies the Company may have:
 - if the amount the Customer owes the Company under the Contract exceeds the Credit Limit under the Credit Facility, and the Customer fails to remedy such excess immediately after the Company gives notice of the excess to the Customer; or
 - if the Company reasonably suspects that the Customer is experiencing financial difficulties or may be unable to pay its debts as and when they fall due, the Company may reduce the Credit Limit, or suspend or terminate the Credit Facility.

5. If the Company exercises its rights under clause 4, all amounts incurred by the Customer against the Credit Facility will become immediately due and payable under the Terms of Sale.
6. The Customer must, at the Company's request, promptly provide to the Company or its credit assessment bureau all information and documentation reasonably required by the Company for the purpose of determining whether to accept or reject this Credit Application.
7. The Customer agrees that the Company has a security interest (as defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**)) in all goods previously supplied by it to the Customer and all future goods it may supply to the Customer. By entering into the Contract, the Customer grants a security interest over all of its present and after-acquired property, as security for the performance of its obligations under the Contract.
8. In addition to clause 7, the Customer grants a charge over all of its interests in real property as security for the performance of its obligations under the Contract and agrees that the Company has a right to register caveats over the Customer's interests in real property, but acknowledges that the Company will only register caveats in respect of the charge if any of the circumstances set out in 4(a) or (b) apply.
9. The Customer warrants that unless stated in this Credit Application, it is not the trustee of a trust. If the Customer is the trustee of a trust, this Credit Application applies to the trustee in its own capacity and in its capacity as trustee of the trust. The trustee and its successors will be liable under the Contract to the extent that all the assets both present and future of the trust will be available to satisfy the trustee's liabilities.
10. The Customer consents to the Company obtaining from a credit-reporting agency a credit report containing personal credit information about the Customer in relation to this Credit Application and/or for the purposes of collecting overdue payment on commercial credit.
11. The Customer agrees that the Company may exchange information about the Customer with credit reporting agencies for the following purposes:
 - a) to assess this Credit Application;
 - b) to notify other credit providers of the Customer's default;
 - c) to exchange information with other credit providers as to the status of the Customer's Credit Facility, where the Customer is in default with other credit providers; and
 - d) to assess the Customer's creditworthiness.
12. The Customer consents to the Company contacting the trade references listed in this Credit Application as part of the approval process.
13. The Customer agrees that personal information provided by the Customer or any Guarantor under this Credit Application may be used and retained by the Company for the following purposes (and for any other purposes agreed between the parties or required by law from time to time):
 - a) the provision of goods;
 - b) analysing, verifying or checking the Customer's credit status in relation to the provision of goods;
 - c) processing of any payment instructions, direct debit facilities or credit facilities requested by the Customer; and
 - d) enabling the daily operation of the Customer's Credit Facility and collection of amounts outstanding in relation to the goods.
14. This clause 14 applies where the Customer is the trustee of a trust (whether or not that matter is disclosed under this Credit Application). The Customer is bound by this Credit Application in its personal capacity and in its capacity as trustee of the trust. The Customer declares that:
 - a) this Credit Application is for the benefit of the trust;
 - b) it is the sole trustee of the trust;
 - c) it has authority to enter into this Credit Application and comply with its terms;
 - d) it is not, and never has been, in default under the trust deed;
 - e) it has the right to be fully indemnified out of the trust assets for obligations incurred under this Credit Application and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which it is entitled to be indemnified out of trust property;
 - f) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred; and
 - g) it has not delegated any of its powers as trustee or exercised any power of appointment.
15. By signing below, the Customer acknowledges and agrees that:
 - a) The Customer has read and understood this Credit Application (including these Credit Conditions) and agrees to its terms and the Terms of Sale; and
 - b) The Terms of Sale (as amended from time to time in accordance with their terms) apply to the supply of goods from the Company to the Customer, whether or not this Credit Application is successful.

Executed as an agreement

In signing this document, I verify that I am an authorised signatory and have the capacity to enter into this agreement.

Executed by the Applicant in accordance with section 126 of the *Corporations Act 2001* (Cth) by its authorised representative:

Authorised Person Signature (please sign)

Authorised Person Name (please print)

Date

Witness Signature

Witness Name (please print)

Date

Authorised Person Signature (please sign)

Authorised Person Name (please print)

Date

Witness Signature

Witness Name (please print)

Date

Deed of Guarantee (if applicable)

1. The person named below (**Guarantor**) irrevocably and unconditionally guarantees to the Company the due and punctual payment of all monies owed by the Customer to the Company under this Credit Application and/or the Terms of Sale, as well as the punctual performance of all of the Customer's obligations, undertakings and provisions contained in or implied by this Credit Application and/or the Terms of Sale.
2. The Guarantor irrevocably and unconditionally indemnifies the Company against all loss, damage, liability, costs and expenses suffered or incurred by the Company as a result of any failure by the Customer to pay in a due and punctual manner the amount owed by the Customer to the Company when due or as a result of any breach of any of the Customer's covenants and conditions contained in or implied by this Credit Application and/or the Terms of Sale.
3. The Guarantor must, immediately on demand: (a) pay to the Company any money which is not paid when due by the Customer to the Company; and/or (b) perform any of the other obligations, undertakings and provisions referred to in these clauses 1 to 5.
4. As security for the performance of its obligations under this Credit Application and the Standard Terms of Sale, the Guarantor hereby grants to the Company a security interest in and over all of its present and after acquired personal property.
5. Where the Guarantor is an individual:
 - a) the Guarantor acknowledges that the Company has informed it, in accordance with the *Privacy Act 1988* (Cth), that certain items of personal information about it contained in or relating to the Credit Application in which this Deed appears might be disclosed to credit reporting bodies, and the Guarantor authorises the Company to disclose that personal information; and
 - b) The Guarantor agrees that before providing credit to the Customer, the Company may seek from a credit reporting agency, a credit report containing personal information, including consumer credit information about the Guarantor to assist in deciding whether to accept the Guarantor as a guarantor of the Customer.

Guarantor name:	_____	Date of Birth:	_____	Mobile:	_____
Residential address:	_____	Suburb:	_____		
Email address:	_____	State:	_____	P/Code:	_____

Guarantor Signature

Guarantor Name (please print)

Date

Witness Signature

Witness Name (please print)

Date

Internal PC Use Only

PC Name:	_____
PC No.:	_____
Rep Code:	_____

Credit Office Use Only

Account No.:	_____
Limit/Terms:	_____ days
Approval:	_____