

The applicant applies for a credit account and Wholesale Status with Kingscliff Trading Company Pty Ltd. ACN 112 023 686, Trading As Stone Age Design.

This Credit application is to be completed by applicant.

Date of application _____

Trading Name _____

Company Name _____

ACN(if Company) _____

ABN _____

Registered Address _____

Trading Address _____

Phone Number _____

Mobile Number _____

Fax Number _____

Email Address _____

Accounts Payable Contact Name _____

Bank _____

BSB _____

Account Number _____

Number of Years business has been trading _____

Credit Limit Requested _____

Director / Principal 1 – Name _____

Drivers License number _____

Director / Principal 2 – Name _____

Drivers License number _____

Accountant Company _____

Contact Name _____ Phone _____ Fax _____

Trade Reference 1

Company Name _____

Years Trading with Company _____ Current Credit Limit _____

Contact Name _____ Phone _____ Fax _____

Trade Reference 1

Company Name _____

Years Trading with Company _____ Current Credit Limit _____

Contact Name _____ Phone _____ Fax _____

1. The applicant warrants that this information comprised on this application is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person signing this application warrant that he/she is duly authorized by the applicant to apply for credit and execute this application on its behalf.
3. The parties agree that if, prior to formally approving credit, Kingscliff Trading Company T/A Stone Age Design grants to the Applicant time to pay for any goods or services, it does so on these terms and conditions.

In the event of Kingscliff Trading Company T/A Stone Age Design granting credit to the applicant, then:-

- A. All accounts are to be settled in full within the agreed trading terms noted on Stone Age Design invoices. Credit facilities may only continue if payment is maintained in accordance with the agreed terms.
- B. Should the applicant default in making payment in accordance with the agreed terms, then all monies due to Stone Age Design shall immediately become due and payable.
- C. Any expense and / or costs or disbursements incurred by Kingscliff Trading Company T/A Stone Age Design in recovering any outstanding monies including debt collection agency and legal costs shall be paid by the applicant on top of monies owed.
4. Trust – Where the applicant is a trustee, the applicant shall be liable on the account and in addition the assets of the trust shall be available to meet payment of any monies due and owing to Kingscliff Trading Company T/A Stone Age Design.
5. Change of particulars – The applicant will notify Kingscliff Trading Company T/A Stone Age Design as soon as possible of any change of ownership, or any alteration or addition to shareholders or directors.
6. Privacy Act – The applicant and in the case of a corporate applicant, its directors, hereby authorises and unconditionally grants its consent to Kingscliff Trading Company T/A Stone Age Design obtaining a credit reporting agency or other person or company, information and or reports concerning it from time to time during the continuance of its credit account so as to assist Kingscliff Trading Company T/A Stone Age Design in deciding whether or not to grant credit or to continue to grant credit to it for collecting overdue payments in respect of commercial credit applied for or provided to it. The applicant further authorises and consents to Kingscliff Trading Company T/A Stone Age Design obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and or grant credit to it. For the purpose of this paragraph, “report” and “information” include any credit report originating from credit reporting agency or any other record or information that has any bearing on the applicant’s creditworthiness, credit standing, credit history, credit capacity and personal information.
7. Retention of Title – The title of goods will not transfer to the applicant until all sums due for those goods are paid to Kingscliff Trading Company T/A Stone Age Design in full. Any expenses incurred by Kingscliff Trading Company T/A Stone Age Design in retrieving goods from the applicant in the case of retrieval of goods is to be paid by the applicant.
8. Law – The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the state of New South Wales and the parties agree to submit to the jurisdiction of the courts of that state.

9. Acknowledgement – The applicant and signatories appearing below hereby acknowledge receipt of a copy of this application and the Kingscliff Trading Company T/A Stone Age Design terms and conditions, and agree to be bound by the same.
10. Kingscliff Trading Company T/A Stone Age Design reserves the right to review Wholesale status based on a regular analysis of recent sales figures.

Signed for and on behalf	Position	Date
Name of applicant		

Directors Guarantees

In consideration of Kingscliff Trading Company T/A Stone Age Design having agreed to our request to supply goods and services on the terms and conditions expressed on this form and to give credit to the applicant specified below (“the applicant”), we the undersigned director / s hereby guarantee the payment of all sums of money, and damages where the applicant may now or hereafter be liable to pay Kingscliff Trading Company T/A Stone Age Design. We further agree that upon default by the applicant to pay such money, and damages to Kingscliff Trading Company T/A Stone Age Design when due, that we will pay the same to Kingscliff Trading Company T/A Stone Age Design upon demand. We further agree to indemnify Kingscliff Trading Company T/A Stone Age Design against all losses and costs suffered as a result of each default by the applicant and / or default by us under this guarantee. This guarantee is continuing, irrevocable and joint and several and is a principal obligation. Our liability hereunder is absolute and shall not be affected by any matter or indulgence granted that the applicant by Kingscliff Trading Company T/A Stone Age Design and which but for this provision might have operated as a release in whole or part. We confirm our acceptance of and agreement to clause 6 of Kingscliff Trading Company T/A Stone Age Design terms and conditions of credit set out in this application (Privacy Act Authorisation).

Signature & Name	As guarantor in the presence of	Witness Signature, Name & Date
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