



MEMBER

Crescent Timber & Hardware Pty Ltd

ABN: 73 051 694 789

**CREDIT ACCOUNT APPLICATION
TERMS OF TRADE
&
DIRECTOR'S GUARANTEE &
INDEMNITY**

Crescent Timber & Hardware Pty Ltd
Cnr The Crescent & Chapman Roads Annandale 2038
Phone No: (02) 9660 7133 Facsimile No: (02) 9692 0951

**P O Box 46
Annandale NSW 2038**

Crescent Timber & Hardware Pty Ltd

DIRECTOR'S GUARANTEE & INDEMNITY

The Guarantors agree that if Crescent Timber and Hardware Pty Ltd allows credit (or extends existing or further credit) to the Customer pursuant to this application or otherwise then, in consideration thereof, the Guarantors do hereby guarantee due payment by the Customer in respect of such credit (and agree to indemnify *Crescent Timber and Hardware Pty Ltd*) according to the terms set out below.

1. Guarantee

The Guarantor guarantees to *Crescent Timber & Hardware Pty Ltd* prompt performance of all of the Customer's obligations contained or implied in this Application. If the obligation is to pay money, *Crescent Timber & Hardware Pty Ltd* may recover the money from the Guarantor as a liquidated debt.

2. Indemnity

In addition to the Guarantor's liability under this Guarantee and Indemnity the Guarantor indemnifies *Crescent Timber & Hardware Pty Ltd* against loss suffered because the Applicant is not bound by some or all of its obligations under this Application.

3. Liability of Guarantor

The Guarantor's liability under paragraphs 2 and 3 is not affected by:

- (a) The granting of any time, forbearance or other concession by *Crescent Timber & Hardware Pty Ltd* to the Customer or any Guarantor;
- (b) Any absolute or partial release of the Customer or any Guarantor or any compromise with the Customer or any Guarantor;
- (c) Any variation of this Application;
- (d) The termination of this Application;
- (e) The fact that this Application is wholly or partially void, voidable or unenforceable;
- (f) Non-execution of this Application by one or more of the persons names as Guarantor or the unenforceability of this guarantee or indemnity against one of the Guarantors; or
- (g) The exercise or purported exercise by *Crescent Timber & Hardware Pty Ltd* of its rights under this Application.

4. Guarantor Liability Regardless of Any Law

The Guarantor's liability is not discharged by any payment to *Crescent Timber & Hardware Pty Ltd*, which is later avoided by law. If that happens, *Crescent Timber & Hardware Pty Ltd*, the Customer and the Guarantor will be restored to their respect rights as if the payment had not been made.

5. Indemnity on Disclaimer

If a liquidator disclaims this Application, the Guarantor indemnifies *Crescent Timber & Hardware Pty Ltd* against any resulting loss.

6. Guarantor Not To Prove in Liquidation

- (a) The Guarantor must not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until *Crescent Timber & Hardware Pty Ltd* has received all money payable to it by the Customer.
- (b) The Guarantor must hold any proof, claim or dividend received by it on trust for *Crescent Timber & Hardware Pty Ltd*.

7. Guarantee to Continue

If the business of *Crescent Timber & Hardware Pty Ltd* is sold, the benefit of this Guarantee and Indemnity extends to the transferee and continues concurrently for the benefit of *Crescent Timber & Hardware Pty Ltd* regardless of the transfer unless *Crescent Timber & Hardware Pty Ltd* releases the Guarantor in writing.

8. Declaration of Understanding and Independent Advice

Each Guarantor agrees that he or she has read and understood the Application, the Terms of Trade and this Directors Guarantee and Indemnity and agrees to be bound by its terms. Further, each Guarantor agrees and declares that they are a director of the Customer and that they have had the opportunity to seek their own independent legal and financial advice before signing.

9. Joint & Several Liability

The liability of each Guarantor under this Guarantee and Indemnity is joint and several.

10. Privacy Act

Crescent Timber & Hardware Pty Ltd is covered by the National Privacy Principles (NPP) and complies with its obligations under the Privacy Act 1988 as amended from time to time. To comply with our obligations under the NPPs we have a privacy policy, which sets out how we manage privacy in our organisation. You are welcome to receive more information about the Policy. In the course of processing this Director's Guarantee & Indemnity we may collect financial information from other sources including other credit providers or credit reporting agencies. The information obtained on this form and the information obtained from other sources will be used to assess the credit worthiness of the guarantor(s) and may be passed on to other credit providers or credit reporting agencies. The guarantor consents to use of the information as described.

SIGNATURE of Guarantor:(1) Dated:
Print Name Signature

SIGNATURE of Guarantor:(2) Dated:
Print Name Signature

CustomerPty Ltd

Crescent Timber & Hardware Pty Ltd recommends that a person giving a guarantee in relation to this Credit Account Application should obtain independent advice.

Crescent Timber & Hardware Pty Ltd

CREDIT ACCOUNT APPLICATION

ACCOUNT NAME	Customer's Legal Name:	ACN:
	Registered Trading Name:	Registration No:
	Account Contact:	Phone No:
	Email Address:	Facsimile No:
	ABN:	
	Registered for GST? Yes/No	
ADDRESS	Shipping Address:	
	Address for Invoice:	

TRADING DETAILS	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Other incorporated body <input type="checkbox"/> Municipal/Government <input type="checkbox"/> Charity <input type="checkbox"/> Type of Business: When established? If a subsidiary, name Parent Company: Registered Address of Parent Company:
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NAMES OF DIRECTORS/ PROPRIETORS	Name:	Name:
	Residential Address:	Residential Address:
	Drivers License No:	Drivers License No:

AMOUNT OF CREDIT REQUESTED:	\$		
	Bankers:	Branch:	
	Contact Name:	Telephone No:	

REFERENCES (not personal)	
Please provide names, addresses and telephone numbers of main suppliers from whom references can be obtained.	
1.	Telephone:
2.	Telephone:
REFERENCES (for Office Use only)	
1.	Telephone:
2.	Telephone:

<p><u>I/WE DECLARE THAT</u> I/we have read and understood this Credit Account Application and <i>Crescent Timber & Hardware Pty Ltd's</i> Terms of Trade incorporated in this Application and agree to be bound by them. The information provided by me/us in this Application is true and correct. It is upon the basis of the above statements that I/We submit this Application for acceptance by <i>Crescent Timber & Hardware Pty Ltd</i>. If any change occurs to the information provided by me/us in this Application, I/we undertake to immediately notify <i>Crescent Timber & Hardware Pty Ltd</i> of the details of such change. I/We understand that <i>Crescent Timber & Hardware Pty Ltd</i> may withdraw or limit credit facilities at its absolute discretion without notice. In the case of individuals I/WE authorise use of information as described in section 6 Privacy Act of Terms of Trade.</p>	
SIGNATURE OF AUTHORISED PERSON	NAME OF PERSON
TITLE:	DATE OF APPLICATION