



119 Kelvin Road MADDINGTON WA 6109  
 PO Box 103 MADDINGTON WA 6989  
 PH: (08) 9238 8000 FAX: (08) 9238 8088

## CREDIT APPLICATION – 30 DAY COMMERCIAL TRADING ACCOUNT

Please submit your application via one of the following options:

Email: [enquiries@acu-tech.com.au](mailto:enquiries@acu-tech.com.au) - Fax: (08) 9238 8088 - Post: PO Box 103 Maddington WA 6989

### SECTION 1: Name/Business Details

I / We the undersigned, request that you open a 30 day Commercial Credit Trading Account in the name of:

Type of entity:  Sole Trader  Partnership  Trustee Company  Company

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

Legal name: \_\_\_\_\_

Trading name: \_\_\_\_\_

Registered Office: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Contact Name: \_\_\_\_\_ Position Title: \_\_\_\_\_

Email Address (for invoices/statements): \_\_\_\_\_

### SECTION 2: Business Particulars

Nature of business: \_\_\_\_\_

Date Commenced: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Premises:  Owned  Rented  Mortgaged

Prior Year Turnover: \$ \_\_\_\_\_ Would you be willing to provide financial statements?  Yes  No

Have the applicants ever been registered under any part of the Bankruptcy Act?  Yes  No

Have the applicants ever been under administration, voluntary or otherwise?  Yes  No

### SECTION 3: Directors / Owners Personal Information

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Drivers License No: \_\_\_\_\_ DOB: \_\_\_\_\_

Drivers License No: \_\_\_\_\_ DOB: \_\_\_\_\_

\*If more than 2 Director's please provide full details on Company letterhead.

## SECTION 4: Account Details

Credit Limit Requested: \$ \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_

Has a Sales Representative visited your Organisation?  Yes  No

Name of Sales Representative: \_\_\_\_\_ Date Visited: \_\_\_\_\_

## SECTION 5: Credit References (minimum of 3 references required)

Company 1: \_\_\_\_\_

Company 2: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

Company 3: \_\_\_\_\_

Company 4: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

## Privacy Act Statement and Authority to: The Applicant

As an organisation providing credit facilities Ultraplast Pty Ltd (the Company) is subject to certain legislative and regulatory requirements which necessitate it obtaining and holding detailed information which personally identifies you and/or contains information or an opinion about you (Personal Information). The Company abides by the National Privacy Principles established under the *Privacy Act 1988*. A copy of the National Privacy Principles and our Privacy Policy are available by contacting the Company's office.

I/We acknowledge that the information provided in this Credit Account Application (Application) and accompanying Guarantee has been given to the Company for the purposes of its assessing the financial standing and credit worthiness of each of us. I/we:

1. authorise the Company to make any enquiries and obtain any information from bankers and business referees mentioned in this Application or from anybody else that the Company may reasonably consider necessary;
2. have been informed by the Company in accordance with section 18E(8)(c) of the *Privacy Act 1988* that certain items of Personal Information about me/us (including an opinion) might be disclosed to credit reporting agencies;
3. in accordance with sections 18H, 18K and 18L(4) of the *Privacy Act 1988*:
  - a. agree to reports being given to the Company for the purpose of assessing this Application;
  - b. agree that the Company may use, for the purpose of assessing an Application for credit and any accompanying Guarantee, any information concerning my/our commercial activities or commercial credit worthiness obtained from a person or body carrying on any business involving the provision of information about the commercial credit worthiness of persons; and
  - c. authorise the Company to exercise my/our rights of access to my/our credit information files and credit reports;
4. agree that the Company may disclose or receive from any credit providers or credit reporting agency whether or not named in this Application any report or record or information that may have any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
  - a. the assessment of any Application by me/us for credit or commercial credit;
  - b. to notify other credit providers of a default by me/us;
  - c. to exchange information with other credit providers as to the status of my/our account when I am/we are in default with the Company or with another credit provider;
  - d. to assess my/our credit worthiness or commercial credit worthiness at any time; or
  - e. to assess whether to accept me/us as an Applicant or to continue to provide us/me with credit;
5. agree that the Company may disclose certain aspects of Personal Information to third parties for the purposes of debt recovery, trade debtors insurance, commencement or continuance of proceedings brought under the Terms and Conditions of Trade Credit of the Application and any accompanying Guarantee, data analysis or as outlined in the Company's Privacy Policy.

**TO BE SIGNED BY AN AUTHORISED SIGNATORY ON BEHALF OF THE APPLICANT:**

\_\_\_\_\_  
Name Position Signature Date

## Terms and Conditions of Commercial Trade Credit

These terms apply to all contracts between the Supplier and the Customer for provision of credit and for the sale, supply and hire of goods, including, but not limited to pipes, pipe fittings, pipe welders and accessories (“**Goods**”):

1. **Information Warranty.** The Customer hereby warrants that the information comprised in the First Schedule hereto is true accurate and correct and is supplied for the purpose of obtaining credit.
2. **Consent to Provide and Obtain Information.** The Customer consents to the provision of the information about the Customer contained in the First Schedule to credit reporting agencies. The Customer authorises the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and to use a credit report containing information about the Customer’s commercial activities or commercial creditworthiness to assess this credit application.
3. **Consent to Exchange Information.** The Customer authorises the Supplier to provide, receive and exchange information about the Customer’s creditworthiness, credit standing, credit history and credit capacity to and with other credit providers. This information may be used to: (a) assess the Customer’s credit application (b) assist the Supplier in avoiding default on the Customer’s credit obligations, (c) notify other credit providers of a default by the Customer, and (d) assess Customer’s creditworthiness.
4. **Acceptance of Terms:** The submission of a credit application and/or the purchase of Goods by the Customer will constitute acceptance by the Customer of these terms and conditions.
5. **Quotations:** All quotations for prices and availability of Goods provided by the Supplier are valid and capable of acceptance by the Customer for a period of 15 days from the date on the quotation unless specified otherwise. Prices are subject to any significant fluctuation in the input prices and exchange rates relating to those Goods as notified from time to time by the Supplier.
6. **Freight.** Freight costs are not included in the prices quoted for Goods and will be charged to the Customer at the Supplier’s standard rates, which are available on written request.
7. **Mistake:** The Supplier reserves the right to correct mistakes in prices and quantities quoted in any quotation by giving written notice to the Customer at any time prior to the delivery of Goods. The Customer is deemed to accept the terms of the correction unless it gives two days written notice declining the corrected quotation.
8. **Payment:** All supplies of Goods to Customers are on a cash sale or cash hire basis unless credit terms have been agreed to in writing, which will be on the following terms:
  - i. All accounts are to be settled in full within 30 days from end of month in which Goods/Services are purchased, received, dispatched or hired, whichever is the earliest.
  - ii. Upon a default in payment, then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand. Interest will accrue daily from the due date calculated as a rate of 2% per month.
  - iii. Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor’s costs shall be paid by the Customer.
  - iv. The Supplier can at any time require additional security from the Customer as considered reasonably necessary and can withhold supply of Goods until acceptable security has been granted by the Customer.
9. **Title and Risk.** Risk in relation to Goods passes to the Customer on delivery. Title to Goods does not pass to the Customer until full payment for the Goods has cleared in the account of the Supplier. The Supplier retains title to those Goods and to any proceeds from disposal of those Goods (to the extent traceable) for as long as there is any amount outstanding in relation to those Goods. Goods in the Customer’s possession must be clearly identifiable as the property of the Supplier.
10. **Return of Goods.** The Customer may not return any custom-made or specially produced or ordered Goods. All returns of unused Goods are subject to approval by the Supplier at its absolute discretion upon receiving a completed *Request for Credit Return Form* from the Customer. All credits for Goods that have been approved for return will be less a 15% restocking fee and less any freight charges incurred by the Supplier.
11. **Repossession.** Upon default in payment by the Customer, the Supplier may retake possession of Goods. All costs of such repossession of Goods by the Supplier will be payable by the Customer. Such rights shall be without prejudice to the Supplier’s right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises the Supplier and its servants and agents to enter upon the Customer’s premises without notice at any time, for the purposes of examination or recovery of Goods.
12. **Claims.** Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Customer must be in writing and given to the manager of the Supplier within 24 hours of delivery.
13. **Liability and Indemnity.** The Supplier’s liability to the Customer in relation to the Goods will never exceed the price of the Goods. The Supplier will not be liable for any consequential loss or damages, including (but not limited to) loss of profit, business revenue, goodwill, anticipated savings or damage to property. The Customer indemnifies the Supplier against any loss or expense arising from a Customer breach of these terms. The Customer indemnifies the Supplier against any claims made by a third party in respect of negligence, personal injury or death arising out of the supply of Goods to the Customer by the Supplier.
14. **Warranty.** Should the Goods be defective, the Supplier’s liability is limited to either (at its option) repair of the defective Goods, or the replacement of the Goods upon the Customer returning (at its cost) the defective Goods, or the refund of the price for the Goods to the Customer.
15. **No Exclusion.** These Terms do not exclude any provisions required by Law to be included and any inconsistent provisions shall be severed from these Terms without affecting the enforceability of the remaining provisions.
16. **Severance:** If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
17. **Trust.** In the case of a Customer that is a trust, the trustee of the Customer enters this Agreement in its personal capacity as well as in its capacity as Trustee. The Trustee warrants that the trust is lawfully operating and that the assets of the trust shall be available to meet payment of the account.
18. **Change of ownership:** The Customer shall no later than 14 days prior to any proposed change of ownership, shareholders of the Customer or a Parent Company, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change.
19. **Charge.** The Customer grants the Supplier the following security interests as collateral for its performance of its repayment obligations under the credit facility granted under this Agreement:

- i. The Customer hereby charges all presently owned and future acquired real property of the Customer and the Customer agrees immediately upon being required by the Supplier to enter into a mortgage to be prepared by the Supplier's solicitors on the terms and conditions as the Supplier's solicitor shall think fit to secure any sum due hereunder and the Customer further agrees and permits and authorises the supplier to register an absolute caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time from the Customer to the Supplier during the continuance of the Agreement;
  - ii. The Customer hereby charges all present and after-acquired personal property as security which includes all proceeds of the sale or divestment of any present or after-acquired Goods or personal property and the security interest granted pursuant to this clause extends to all rights in relation to the Customer's debtors; and
  - iii. The Customer will do all such things and provide all such documents as reasonably directed by the Supplier to enable the Supplier to obtain the full benefit of the securities granted in these provisions.
20. **Directors Guarantee.** Where the Customer is a corporation, each of the directors jointly and severally guarantees the payment by the Customer of all outstanding amounts in relation to Goods sold or hired by the Supplier.
21. **Jurisdiction:** The laws of the State of Western Australia apply to this Agreement and all contracts between the Supplier and the Customer, and unless varied by mutual consent all contracts shall be subject to the jurisdiction of any of the Courts of Western Australia.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon receipt & acceptance by the Supplier by way of written notice or the supply of goods or services and having read the Credit Terms and Conditions attached, agrees to be bound accordingly.

**SIGNED BY DIRECTORS, PARTNERS OR SOLE TRADERS AS APPROPRIATE:**  
**(MINIMUM OF TWO SIGNATURES REQUIRED IF MORE THAN ONE DIRECTOR/PARTNER)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Deed of Guarantee

To: **ULTRAPLAST PTY LTD ("The Company") trading as ACU-TECH PIPING SYSTEMS (ABN 52 394 633 042) & MAXIPLAST (ABN 52 394 633 042)**

**119 KELVIN ROAD  
MADDINGTON WA 6109**

1. IN CONSIDERATION of the Company agreeing at the request of the undersigned ("the Guarantor/s") to supply goods on credit to

**Company Name:** \_\_\_\_\_ ("the Customer")

**of (address):** \_\_\_\_\_

each Guarantor listed below guarantees the due and punctual payment to the Company of all amounts that become due and payable to the Company by the Customer and each Guarantor agrees to pay you on demand and to indemnify you against any and every sum or sums of money which the Customer shall at any time become liable to pay to the Company and shall fail to pay on the due date.

2. Each Guarantor grants to the Company a security interest in relation to all present and after-acquired real and personal property of the Guarantor as security for the Guarantor's obligations under this Deed. Each Guarantor will provide the Company with all such information and all such other reasonable assistance as is necessary to assist the Company to register the security interest granted by the Guarantor under this clause.
3. This Guarantee is a continuing guarantee and the Company may grant to the Customer any time or indulgence in relation to the payment of any amounts due and may accept payment in cash or by means of negotiable instruments and may compound with the Customer without affecting the Guarantor's liability under this Guarantee.
4. No change in the constitution of the Customer shall impair or discharge the Guarantor's liability.
5. This guarantee shall not be determined by the death, bankruptcy, insolvency or liquidation of the Customer or the Guarantor or any one of them.
6. The Guarantor agrees that he shall be liable hereunder notwithstanding that any other person or entity intended to be a guarantor in respect of all or any of the said payments shall refuse or fails to sign this or any other guarantee.
7. Payment of the amounts guaranteed by a Guarantor hereunder shall be made by a Guarantor immediately upon service of written notice by the Company requiring payment.
8. Each Guarantor shall be a primary debtor to the Company for the payment of all amounts guaranteed.
9. A Guarantor or his personal representatives may at any time by written notice to the Company terminate this Guarantee to take effect from the date of receipt of the written notification by the Company. Such termination shall not affect a Guarantor's liability for any amount due and owing by the Customer that arose prior to termination.
10. Any demand for payment shall be properly served on the Guarantor by the Company or by its solicitors and left at or sent by pre-paid post to the address as set out below, and if sent by post shall be deemed to have been served on the day following that on which it was posted.
11. This Guarantee shall be governed by and construed in accordance with the laws of Western Australia.
12. In this Guarantee:
  - a) The masculine shall include the feminine and neuter genders.
  - b) The singular shall include the plural; and
  - c) If there is more than one Guarantor, a reference to "Guarantor" shall be deemed to be reference to each Guarantor and the Guarantor's obligations here- under shall be deemed to be obligations of each Guarantor severally and of the Guarantors jointly.

### SIGNED AS A DEED BY:

Name of Guarantor: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

### AS WITNESSED BY:

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**EACH GUARANTOR MUST PROVIDE A COPY OF THEIR DRIVERS LICENCE WITH THIS DEED**