

Bench Top City Pty Ltd

An Australian privately owned company



DUROPAL

**BTC FURNITURE
LINOLEUM**

ADMIRA

SOIS MENDINNI™

Credit Application & Directors Guarantees

ACCOUNT NAME:			
Address:			
Trading As:			
Post Code:	Phone:	Fax:	
Business Engaged in Yr:		A.B.N.	
If a registered Trade Name, Name and Address of Proprietors:			
Name/s:			
Address:			
If a Company – Names, Address & Home Phone No's of Directors:			
1. Name:		2. Name:	
Address:		Address:	
Phone No:		Phone No:	
Bank:		Branch:	
Maximum Amount of Credit Per Month:			
Trade References: Emails must be provided below.			
1	Name:	Ph:	Email:
2	Name:	Ph:	Email:
3	Name:	Ph:	Email:
4	Name:	Ph:	Email:

Bench Top City reserves the right to reject or approve any application for a 30 day credit facility account in its absolute discretion. We require a minimum of 3 COD transactions within a 12 month period prior to approving any application for a 30 day credit facility account.

Part A Terms and Conditions of Credit Facility

- If this application for a credit facility is approved, the Customer agrees to pay Bench Top City within 30 days of the date of invoice. The Customer agrees to pay interest on any overdue invoice at the rate stated in Bench Top City's Terms and Conditions. The Customer agrees to pay all costs and expenses (including legal costs, debt collection expenses and mercantile agent's fees) which BTC may incur in attempting to recover any overdue amounts.
- I hereby certify that I am authorized to sign this application behalf of the Customer and that the particulars given are true and correct. I undertake to immediately advise Bench Top City in writing of any changes to the above particulars.
- The Customer accepts Bench Top City's terms and conditions (including these terms and conditions of the credit facility) and acknowledges receipt of a copy thereof. The Customer agrees that any terms and conditions of purchase that may be incorporated in any order, acceptance of quotation of any other document issued by the Customer, shall have no legal effect.
- The Customer accepts that Bench Top City may terminate the 30 day credit facility at its discretion at any time. The Customer accepts that if the credit facility is not used during a 12 month period, the facility will become inactive and all purchases shall be cash on delivery, in accordance with clause 4(b) (Payment) in Bench Top City's terms and conditions.
- The Customer acknowledges that Bench Top City has informed the Customer in accordance with section 18E(8)(c) of the Privacy Act 1988, that certain items of personal information about the Customer contained in or related to this application are permitted to be kept on a credit information file that might be disclosed to a credit reporting agency. The Customer agrees that Bench Top City may use the relevant information for the purpose of assessing this credit application.

Signature:

Date:

Position:

Part B Director's Guarantee and Indemnity

By: 1.....
2..... (Names and Addresses of Guarantors)
("the Guarantor") in favour of Bench Top City.

1. In consideration of Bench Top City agreeing to provide credit and goods and services from time to time to
..... (Company Name)
..... (Company Address)

("the Customer") the Guarantors jointly and severally guarantee to Bench Top City the due and punctual payment by the Customer of all moneys payable to Bench Top City under Bench Top City's terms and conditions, including the terms and conditions of the credit facility in Part A.

The Guarantors agree this deed shall be construed as a continuing guarantee. The Guarantors acknowledge that the obligations under and pursuant to this Guarantee on the part of the Guarantor shall not be affected in whole or in part and the rights interests and benefits of Bench Top City shall not be prejudiced nor adversely affected by any one or more of the following:

- 1.1 neglect or forbearance by Bench Top City in endeavouring to obtain the due and punctual performance or observance by the Customer of the Customer's obligations under Bench Top City's terms and conditions, including the terms and conditions of the credit facility;
 - 1.2 time or other indulgence given to the Customer;
 - 1.3 any arrangement between Bench Top City and the Customer whereby Bench Top City's terms and conditions, including the terms and conditions of any credit facility, are varied;
 - 1.4 any of Bench Top City's terms and conditions including the terms and conditions of any credit facility being or becoming void or otherwise unenforceable for any reason;
 - 1.5 any term of this Guarantee being or becoming void or otherwise unenforceable for any reason;
 - 1.6 the exercise by Bench Top City of any of its remedies at law and in equity against the Customer for breach of Bench Top City's terms and conditions, including the terms and conditions of any credit facility;
 - 1.7 any change in the composition of members or directors of the Customer;
 - 1.8 an Insolvency Event (as defined in Bench Top City's terms and conditions) occurring in respect of the Customer.
2. The obligations of the Guarantors shall not be determined or discharged wholly or in part by the death of one or more of the Guarantors.
3. The Guarantors waive all rights of surety (legal, statutory equitable or otherwise) which are inconsistent with the provisions of this Guarantee.
4. If the Customer is wound up the Guarantors shall not prove in liquidation in competition with or in priority to Bench Top City.
5. The Guarantors jointly and severally indemnify Bench Top City against all loss and damage incurred by Bench Top City arising out of or in connection with any breach by the Customer of its obligations under Bench Top City's terms and conditions, including the terms and conditions of any credit facility.

EXECUTED as a DEED

DATE:	DATE:
SIGNED, SEALED and DELIVERED by:) SIGNED, SEALED and DELIVERED by:
(Signature)) (Signature)
(Print Name)) (Print Name)
Guarantor	Guarantor
Witness	Witness
Name) Name
Address) Address