



**To be filled out by Branch Manager**

BRANCH NAME: .....  
 STREET ADDRESS: .....  
 SUBURB: .....  
 STATE/POST CODE: .....  
 Completed Applications to be sent to the **Credit Department**

# APPLICATION FOR CREDIT

Date:  Rep No:  Account No:

Registered Name:

Trading Name:

Address:  Post Code:

Postal Address:

Phone:  Fax:

Mobile:  Email:

Accounts Contact:  Nature of Business:

ABN:  ACN:

Registration Date of Business:  Credit Limit Required:

## Business Structure

Private Company ☐ Partnership ☐ Sole Proprietor ☐ Trustee Company ☐

Public Company ☐ Government Authority ☐ Others

## Details of Directors/Partners/Proprietors

Name (1)  Name (2)

Address (1)  Address (2)

Home Phone (1)  Home Phone (2)

Date of Birth (1)  Date of Birth (2)

Drivers License (1)  Drivers License (2)

How long have you lived at this address (1)  years  months (2)  years  months

If you have lived at this address for less than five (5) years, please supply previous address

Previous Address: (1)  Previous Address: (2)

## Guarantee

I/We the undersigned Company Director(s)/Partner(s)/Proprietor(s), their executors, administrators, transferees or successors, in acceptance of LightBASE Batteries Pty Ltd ABN 39 608 543 237 granting credit and providing goods, HEREBY JOINTLY AND SEVERALLY guarantee to LightBASE Batteries Pty Ltd the payment of all debts. AND IT IS AGREED that this guarantee is irrevocable and shall be a continuing guarantee. I/We further state that I/We are fully aware of the terms and conditions under which the account, if approved, is issued and guarantee that the account shall be operated in accordance with these terms and conditions.

Date:

Signature of Director/Owner (1)  Signature of Director/Owner (2)

Please print your name (1)  Please print your name (2)

1. INTERPRETATIONS
  - a) "Company" means LightBASE Batteries Pty. Ltd.;
  - b) "Applicant" shall mean the person or persons or entity identified in the Application for Credit and shall include their legal representatives, administrators, successors and/or permitted assignees.
  - c) "PPSA" means the Personal Property Securities Act 2009 (Cth).
  - d) "Security Agreement", "Security Interest", "Purchase Money Security Interest", "PPS Register" and "Verification Statement" have the same meaning ascribed to them in the PPSA.
  - e) In the event the Applicant has multiple business addresses, this application and guarantee shall extend to cover all sites owned/leased/occupied by the Applicant.
2. TRADING TERMS
  - a) The Applicant is not entitled to any account until it receives a written notification from the Company that the trading account has been approved and granted.
  - b) Until the Applicant receives the notice that the account has been approved, all products supplied must be paid on a cash on delivery (COD) basis only.
  - c) The trading terms is strictly on thirty (30) days.
  - d) Applications for extended trading terms for any account must be in writing and addressed to: The Financial Controller, PO Box 558 Blacktown NSW 2148
3. PAYMENT AND DEFAULT
  - a) All cheques must be made payable to LightBASE Batteries Pty Ltd and marked "not negotiable".
  - b) Third party cheques are not acceptable.
  - c) Trading account will be terminated if two (2) cheques are dishonoured.
  - d) No further cheques will be accepted if two (2) cheques are dishonoured.
  - e) All accounts outside trading terms will be suspended and supply of goods will be stopped until outstanding balance is received.
  - f) A late payment fee of \$5.00 per month per account shall be incurred if payment is not received by due date.
  - g) The Applicant's trading account shall remain in the name as stated on the Application for Credit until the Company is notified in writing and consent is given in writing by the Company.
  - h) The Applicant shall notify the Company as soon as practicable should there be any change in the legal entity, structure, management or control of the Applicant's business.
  - i) The Applicant shall not be entitled on any grounds whatsoever either wholly or in part to withhold payment when it becomes due.
  - j) Default payment shall entitle the Company to stop supply of goods and take proceedings for the collection of the outstanding amounts without prejudice to any subsequent claim the Company may enter for non-fulfilment of the Terms and Conditions.
  - k) All overdue accounts will accrue interest at the rate of 13.5% p.a. calculated daily as from the due date for payment and all account recovery fees including administrative costs of the Company, legal costs and interest will become due and payable by the Applicant.
  - l) Legal action for recovery of monies due shall be commenced if account is in default for 45 days.
4. RETENTION OF TITLE
  - a) Property and title to the products supplied to the Applicant by LightBASE Batteries Pty Ltd does not pass to the Applicant but is retained by the Company until the purchase price of the products and any other money that Applicant owes to LightBASE Batteries Pty Ltd at any time on any account has been received by LightBASE Batteries Pty Ltd in full.
  - b) In the event of Liquidation, Receivership, Administration or Bankruptcy, LightBASE Batteries Pty Ltd reserve the right to claim retention of title over all products supplied to the Applicant for accounts which have become due and payable but remains outstanding.
  - c) The Applicant may sell or dispose of the products supplied to it by the Company in the ordinary course of its business.
  - c) Risk in all products supplied to the Applicant by the Company will pass to the Applicant upon delivery to the Applicant. The Applicant will be responsible for any loss or damage to any products supplied to the Applicant by the Company however caused following delivery of those products.
  - e) Where the Applicant processes or commingles the products supplied to it by the Company into other property, the Company takes title to the other property as well.
  - f) Where the Applicant disposes of the products supplied to it by the Company before payment of the purchase price, the sale proceeds of such disposal are the property of the Company and the Applicant agrees to hold the proceeds on trust for the Company. Further, the Applicant, in disposing of the products before payment to the Company, does so as the Company's fiduciary agent.
  - g) The Applicant irrevocably grants the Company the right without notices, and at its sole discretion, to enter upon any premises the Applicant is in possession of, to remove or repossess any products supplied to it by Company and sell or dispose of those products and apply the proceeds from such sale or disposal to any monies owed by the Applicant to the Company. The Applicant agrees that the Company will not be liable for any loss, damages or claims which results from the Applicant's actions in accordance with this paragraph.
5. TERMINATION
  - a) LightBASE Batteries Pty Ltd retains the right to revoke the account if in its discretion, believe that the terms and conditions of this agreement have been breached.
  - b) Upon termination, all amounts under the account become immediately due and payable and the Company may retake possession of all products that have been supplied which are in the applicant's possession and remains outstanding.
6. GUARANTEE
  - a) The guarantee shall remain valid until such time as LightBASE Batteries Pty Ltd receives a written retraction from the Guarantor.
7. VARIATION
  - a) LightBASE Batteries Pty Ltd may vary these terms and conditions at anytime by giving 7 days notice to the Applicant specifying the variation.
8. PRIVACY ACT 1988
  - a) I/We agree that the Company may seek from a credit reporting agency, a credit report containing personal information about the applicant/s and or director/s to assess whether to accept me/us as a guarantor for credit applied for or provided to the applicant named in this application.
  - b) I/We agree to the Company obtaining from a credit reporting agency, a credit report containing personal credit information about me/us for the purpose of assessing my/our application for commercial/personal credit.
  - c) I/We agree to the Company receiving from any other credit provider or providing to any credit provider any credit information whether by way of report, record or otherwise relating to credit worthiness for the purpose of exchange of credit information, assessing credit worthiness and notification of default at anytime whether now or in the future.
  - d) I/We agree to the Company obtaining from a credit reporting agency a credit report on the applicant/s for the purposes of assessing this credit application and the applicant/s further consents to the Company obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provisions.
  - e) I/We agree to the Company obtaining from a business which provides credit information a report of information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit
  - f) I/We agree that in the event of default of payment of the debts that the Company may disclose all information relating to my/our accounts to its collection agency for the purpose of receiving any or all amounts outstanding.
9. PPSA
  - a) The Applicant:
    - i) grants a Security Interest in the products supplied to it by the Company and acknowledges that this agreement constitutes a Security Agreement for the purposes of the PPSA;
    - ii) acknowledges that the Applicant may register its Security Interest in the products supplied to it by the Company and in the proceeds of the sale of the products as a Purchase Money Security Interest on the PPS Register and the Applicant agrees to execute documents and do such further acts and things and provide such further information as may be required to enable registration on the PPS Register or to perfect or correction any registration; and
    - (iii) where the PPSA applies to action taken by Company in relation to the products supplied to it by the Company, it:
      - A) agrees sections 116(2), 120, 125, 142 and 143 of the PPSA will not apply; and
      - B) waives its right to receive notices under sections 95, 118(1)(b), 121(4), 123(2), 130, 135, 132(3)(d) and 132(4) and any Verification Statement.

I/We the undersigned having authority to make this declaration hereby acknowledge/s and agree/s to the terms and conditions as above.

SIGNED:

POSITION:

DATE

SIGNED:

POSITION:

DATE