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**TrussCorp Pty Ltd**  
 ACN 124 771 848

55 Bognuda St  
 Bundamba Qld 4304  
 ABN 99 124 771 848

**APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

In consideration of the Applicant named in Section (1) or (4) below, who hereby applies for a 30 day credit account in accordance with the company terms and conditions of sale and quotation and conditions of sale - Manufactured Products. It is important that all information is supplied in full. An incomplete form may delay the processing of your application and a decision. If preferred, certain confidential information can be submitted direct to our Credit Manager or Insurer if so required.

**PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS OF SALE, CAREFULLY**

**PLEASE USE BLOCK LETTERS.**

DATE: \_\_\_\_\_

**SECTION 1: IF THE APPLICANT IS A COMPANY**

COMPANY NAME: \_\_\_\_\_  
 A.C.N: \_\_\_\_\_ A.B.N: \_\_\_\_\_ YEARS ESTABLISHED: \_\_\_\_\_  
 TRADING AS / REGISTERED BUSINESS NAME: \_\_\_\_\_  
 NATURE OF BUSINESS: \_\_\_\_\_ No. OF EMPLOYEES: \_\_\_\_\_  
 BUSINESS ADDRESS (Not a PO Box): \_\_\_\_\_  
 POSTAL ADDRESS: \_\_\_\_\_  
 TELEPHONE: ( ) \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 A/C PAYABLE CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 PREVIOUS TRADING NAME IF CHANGED IN LAST 2 YEARS: \_\_\_\_\_

**SECTION 2: DIRECTOR(s) / PROPRIETOR(s) – (Full Names and addresses –if more than 3 please attach a list)**

1. Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Residential Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 2. Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Residential Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 3. Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Residential Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**SECTION 3: COMPANY REGISTRATION**

DATE OF INCORPORATION: \_\_\_\_\_ STATE INCORPORATED: \_\_\_\_\_  
 AUTHORISED CAPITAL: \_\_\_\_\_ PAID UP CAPITAL: \_\_\_\_\_

**SECTION 4: IF APPLICANT IS NOT A COMPANY.**

Please Tick (✓) ONE of the Following:  Sole Trader  Partnership  Trust

BUSINESS NAME: \_\_\_\_\_ A.B.N: \_\_\_\_\_  
 TYPE OF BUSINESS: \_\_\_\_\_ No OF EMPLOYEES: \_\_\_\_\_  
 POSTAL ADDRESS: \_\_\_\_\_  
 BUSINESS ADDRESS: \_\_\_\_\_  
 1. Proprietor Name \_\_\_\_\_ DOB: \_\_\_\_\_ LICENCE No: \_\_\_\_\_  
 2. Proprietor Name \_\_\_\_\_ DOB: \_\_\_\_\_ LICENCE No: \_\_\_\_\_  
 3. Proprietor Name \_\_\_\_\_ DOB: \_\_\_\_\_ LICENCE No: \_\_\_\_\_  
 TELEPHONE: ( ) \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 A/C PAYABLE CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 DATE & PLACE OF REGISTRATION: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**SECTION 5: ALL APPLICANTS**

NUMBER OF YEARS IN THE ABOVE BUSINESS: \_\_\_\_\_ YEARS

BSA REGISTRATION #: \_\_\_\_\_ CLASS OF REGISTRATION #: \_\_\_\_\_ NOMINEE: \_\_\_\_\_

BANK: \_\_\_\_\_

CONTACT: \_\_\_\_\_

BSB NUMBER BRANCH: \_\_\_\_\_

PHONE NO: ( ) \_\_\_\_\_

CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_ Per Month Total Limit \$ \_\_\_\_\_

**NB: THE GURANTEE & INDEMNITY FORM MUST BE COMPLETED****SECTION 6: TRADE CREDIT REFERENCES****(Major suppliers only, with similar credit limits to the value requested on this application - Please supply contact numbers)**

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

Avg. Monthly Purchase: \$: \_\_\_\_\_

Contact person \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

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

Avg. Monthly Purchase: \$: \_\_\_\_\_

Contact person \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Avg. Monthly Purchase: \$: \_\_\_\_\_

Contact person \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

**SECTION 7: TRUSTEE AND TRUSTEE DETAILS.**

IS THE APPLICANT A TRUSTEE FOR A TRUST OR COMPANY THAT WILL BE ASSOCIATED OR TRADING WITH THE SUPPLIER?

(✓) YES  NO 

IF YES, FULL NAME OF TRUST IS: \_\_\_\_\_

FULL NAME OF TRUSTEE: \_\_\_\_\_

BY COMPLETING THIS APPLICATION, YOU ARE ACKNOWLEDGING THAT THESE DOCUMENTS WILL BE BINDING ON THE TRUSTEE IN ITS OWN CAPACITY AS WELL AS ITS CAPACITY FOR THE TRUST.

**SECTION 8:**

HAVE ANY OF THE DIRECTORS / PROPRIETORS NAMED IN THE ABOVE SECTION: -

(1). Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily? (✓) YES  NO (2). Been refused credit, either individually, as a partner in a business or as Directors or Shareholder of a Company? (✓) YES  NO **SECTION 9:**ARE YOUR TRADING PREMISES (✓) OWNED  LEASED  TENANCY HAVE SECURITIES BEEN GIVEN OVER ANY ASSETS OF THE CUSTOMER? (✓) YES  NO YES, PLEASE GIVE DETAILS: \_\_\_\_\_  
\_\_\_\_\_Does the Company have any Bills of Sale, Mortgages, Registered Charges, or directors Guarantees etc, over given assets? (✓) YES  NO If yes, Please provide details: \_\_\_\_\_  
\_\_\_\_\_

**SECTION 10: LAND / PROPERTY OWNED BY THE PROPRIETOR(S) / DIRECTOR(S) / COMPANY / GUARANTOR(S)**

If any of the land is jointly owned and the joint owner(s) is/are not liable as a Proprietor, then the joint owner(s) may be required to complete the Deed of Guarantee and Indemnity:

Registered Owner	Address of real Property	Current Value	Mortgage/Encumbrance

**SECTION 11: STATEMENT OF APPLICANT ASSETS AND LIABILITIES**

A copy of your current Balance sheet and Profit and loss statement will assist with the assessment of this application and justification and Credit Limit and will be treated in the strictest of confidence

**Do not complete this section, if you have provided your financial statements separately.**

**MAJOR ASSETS****APPROXIMATE VALUE**


**MAJOR LIABILITIES****APPROXIMATE LIABILITY**


Your Accountant: \_\_\_\_\_ Telephone No: ( ) \_\_\_\_\_

**PRIVACY ACT 1988 AUTHORISATION**

To enable the Supplier to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise the Supplier to obtain:

1. from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier (section 18K(1)(a) of the *Privacy Act 1988*);
2. a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (section 18K(1)(b) of the *Privacy Act 1988*); and
3. a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Supplier (section 18L (4) of the *Privacy Act 1988*).

The Applicant authorises the Supplier to provide certain personal information about the Applicant under section 18E(8)(c) of the *Privacy Act 1988*. The information which may be given to an agency is covered by section 18E(1) of the *Privacy Act 1988* and includes:

1. the fact that application for credit has been made;
2. the fact that the Supplier is a credit provider to the Applicant;
3. payments which become overdue more than 60 days;
4. advice that payments are no longer overdue;
5. cheques drawn by the Applicant in excess of \$100 that have been dishonoured more than once;
6. in specified circumstances, that in the opinion of the Supplier the Applicant has committed a serious credit infringement;
7. that the credit provided to the Applicant by the Supplier has been discharged.

In accordance with section 18N(1)(b) of the *Privacy Act 1988*, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

**SECTION 12: CONSUMER CREDIT CODE DECLARATION:**

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**IMPORTANT**

**You should not sign this declaration unless this loan is wholly or predominantly for business or investment purposes.  
By signing this declaration you may lose your protection under the Consumer Credit Code.**

**ACCEPTANCE BY APPLICANT OF TERMS AND CONDITIONS OF PROVISION OF CREDIT**

[\(This page must be completed and signed by all Applicants, all partners and all directors.\)](#)

In consideration of the Supplier providing goods on credit, the Applicant agrees to be bound by the terms and conditions attached.

- (a) Those conditions will apply and will prevail over all other terms and conditions of the Applicant's order to the extent of any inconsistency. I/We agree that the Supplier reserves the right to accept or reject this application in its absolute discretion;
- (b) If signing on behalf of a company, I/we are duly authorised by the company to sign this application and warrant that the company will perform its obligations pursuant to this application.

**THIS CREDIT APPLICATION WILL NOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED AND DATED**

SIGNATURE:	_____
PRINT NAME:	_____
POSITION:	_____
DATE:	_____
SIGNATURE:	_____
PRINT NAME:	_____
POSITION:	_____
DATE:	_____

SIGNATURE:	_____
PRINT NAME:	_____
POSITION:	_____
DATE:	_____
SIGNATURE:	_____
PRINT NAME:	_____
POSITION:	_____
DATE:	_____

**SECTION 13:**

**THE GUARANTEE AND INDEMNITY MUST BE COMPLETED.**

**(Please complete details below and then sign the attached Guarantee and Indemnity form)**

**NAME OF GUARANTOR (1):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME OF GUARANTOR (2):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME OF GUARANTOR (3):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

# GUARANTEE AND INDEMNITY

Supplier: **TrussCorp Pty Ltd**  
ABN: 99 124 771 848

Applicant: \_\_\_\_\_

Address: **55 Bognuda St**

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

Suburb: **Bundamba** Postcode: **4304**

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

## Jurisdiction

- The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Queensland, and the laws of the commonwealth of Australia which are in force in Queensland.
- The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

## Consideration

- In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

## Guarantee and indemnity

- The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
- This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
- Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- The Supplier will have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, as if the primary liability for any money owing was the Guarantors' own. Further, the Suppliers will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
- This guarantee and indemnity will continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Applicant.
- This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
  - any other security taken by the Supplier from the Applicant or from any other person;
  - any waiver or indulgence, whether as to time or otherwise, given to the Guarantors or any one or more of the Guarantors;
  - by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
  - any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

## Right of subrogation

- In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.
- In the event of the Applicant going into liquidation, the Guarantors will be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

## Insolvency of Applicant

- No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

## Costs

- The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
  - the account of the Applicant;
  - this guarantee and indemnity;
  - any other security in respect of the indebtedness of the Applicant to the Supplier;
  - the preparation, completion and stamping of this deed; or
  - the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed; and the same will be part of the monies secured by this deed.
- The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
- The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

## Variation

- The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

## Severance

- If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

## Security/charge

- The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- This guarantee and indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.
- Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

## Personal Property Securities Act

- For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
- The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

## Privacy Act

- The Guarantors agree to the terms of the *Privacy Act 1988* authorisation contained in this document.

EXECUTED AS A DEED on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED SEALED AND DELIVERED - Guarantor (1) \_\_\_\_\_ )  
by (name) \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
(Guarantor) in the presence of: \_\_\_\_\_ )

Witness  
Name of Witness: \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
Address of Witness: \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED - Guarantor (2) \_\_\_\_\_ )  
by (name) \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
(Guarantor) in the presence of: \_\_\_\_\_ )

Witness  
Name of Witness: \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
Address of Witness: \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED - Guarantor (3) \_\_\_\_\_ )  
by (name) \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
(Guarantor) in the presence of: \_\_\_\_\_ )

Witness  
Name of Witness: \_\_\_\_\_ ) Signed \_\_\_\_\_ )  
Address of Witness: \_\_\_\_\_ )