

M. A. GRIFFITH
"Specialised Plumbing Products"
ABN 62 118 043 315

Postal Address:
PO Box 718 Williamstown Vic 3016

Phone: (03) 9399 8444 Fax: (03) 93998446

APPLICATION FOR CREDIT ACCOUNT

APPLICANT DETAILS ("CUSTOMER")

Account Name To Be Used _____ **ABN /ACN** _____

Postal Address _____
Post Code _____

Email Address For All Invoices and Statements _____

Business Address _____
Post Code _____

Telephone No: _____ **Fax No:** _____ **Mobile No:** _____

Accounts Payable Contact: _____ **Direct Phone:** _____

Person Responsible For Purchasing: _____ **Direct Phone:** _____

THE CUSTOMER IS (Complete only ONE of the following sections)

COMPANY

Registered Business Name: _____

Registered Office Address: _____

A.C.N. _____ **Paid Up Capital \$** _____ **Nominal Capital \$** _____

Trustee? Yes No (If yes, please provide details) _____

PARTNERSHIP

Is partnership Name Registered Yes No _____

No. Of Years In Partnership _____

SOLE TRADER/INDIVIDUAL

Spouse/Defacto Partner _____

Name And Address Of Closest Living Relative Not Living With You _____

OTHER (Give full details) _____

Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management Yes No (If Yes, please provide the details below)

Do you hold any other accounts with M.A. Griffith? _____

INDIVIDUAL DETAILS

Full Particulars Of Sole Trader, All Partners, Trustees Or All Directors

	Private Phone	Date of Birth	Drivers Licence No.
1. Name	_____	_____	_____
Address	_____		
2. Name	_____	_____	_____
Address	_____		
3. Name	_____	_____	_____
Address	_____		
4. Name	_____	_____	_____
Address	_____		

BUSINESS PREMISES OWNED LEASED MORTGAGED (tick which is applicable)
Details of Lessor/Agent or Mortgage _____

TRADE REFERENCES (Major suppliers where you are currently buying) _____

1. Name	Suburb	Phone No.
2. Name	Suburb	Phone No.
3. Name	Suburb	Phone No.
4. Name	Suburb	Phone No.

BANKER

Bank Name _____ Branch Address _____

CREDIT LIMIT REQUESTED

Approximate Monthly Credit Limit Required \$

MEANS & ABILITY

The Customer warrants that it has the future ability to pay all of its debts as and when they fall due.

ACCEPTANCE

M.A. Griffith will be deemed to have accepted this Application if it allows the Customer to trade on credit.

OTHER DIVISIONS

The Customer agrees that this Application relates to all transactions with M.A. Griffith

CREDIT INFORMATION

The Customer irrevocably authorises M.A. Griffith, its servants to make enquiries as they deem necessary to investigate the creditworthiness of the Customer at any time including enquiries with persons nominated as trade references, bankers of the Customer and any credit provider or credit reporting agency and including personal credit and consumer credit information ("The Sources"). The Customer by this clause authorises the Sources to disclose to M.A. Griffith all information concerning the Customer which is in the Sources' possession.

The Customer agrees that the information provided on this Application and any relevant trading information arising from any dealings between the Customer and M.A.Griffith may be disclosed to any interested person.

TERMS AND CONDITIONS

These are clearly set out above and on page 4 of this Application and are deemed by this clause to apply to all dealings between the Customer and M.A. Griffith.

PERSON COMPLETING THIS APPLICATION (If Applicant is a partnership all partners must sign)

Position: _____

Name: _____

Address (private): _____

Postcode: _____

Telephone: _____

SIGNATURE; _____

DATE; _____

(Signed for and on behalf of the Customer)

The person completing this Application on behalf of the Customer **REPRESENTS AND WARRANTS** that the Customer has authorised the signing of this Application and that the information set out in this Application is true and correct and the person completing this Application **ACKNOWLEDGES** on behalf of the Customer that M.A. Griffith will rely upon and be induced by this Application to grant credit and/or to deal with the Customer.

AGREEMENT TO GUARANTEE AND INDEMNIFY ("this Agreement")

To: M.A. GRIFFITH

We guarantee payment to M.A. Griffith of all monies and performance of all obligations including any past, present and future indebtedness and/or obligation of the Customer and/or any of us arising from any past, present and/or future dealing with M.A.Griffith.

We indemnify M.A. Griffith against all loss and/or damage arising from past or present and/or future dealing with the customer and/or any of us as a separate undertaking unconditionally and irrevocably. M.A. Griffith need not incur any expense or make any payment before enforcing this right to indemnify.

We jointly and severally agree: (a) to pay to a stake-holder nominated by M.A. Griffith the amount M.A. Griffith certifies is payable before being entitled to dispute whether or not that amount is payable (b) that this Agreement shall remain effective notwithstanding any conduct or event (including any arrangement or deed of company arrangement whether or not agreed to by M.A. Griffith) which but for this clause may have released or varied any obligation of the Customer and/or any of us and even if we and/or any of us execute in M.A. Griffith's favour any later agreement, guarantee and/or any of us execute in M.A. Griffith's favour any later agreement, guarantee and/or security whatsoever (c) that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid (d) that we sign both in our personal capacity and as Trustee of every trust or which we are trustee; and (e) to notify M.A. Griffith within seven days of any change in the Customer's structure, management and/or position including (i) any sale or disposition of any part of the business of the Customer; (ii) any change in director, shareholder, management, partnership and/or trusteeship; (iii) any new charge, mortgage and/or security given to any supplier and/or financier; (iv) any involvement in any franchised business in any capacity.

Charge: We charge in M.A.Griffith's favour with payment of all monies owing to M.A.Griffith by the Customer and/or any of us, all our estate and interest in any land and/or in any other assets whether tangible and/or intangible in which we now have any legal and/or beneficial interest and/or in which we later acquire any such interest.

Consideration: M.A. Griffith agrees to grant credit from time to time at M.A. Griffith's discretion to the Customer and/or to forbear from taking any legal action against the Customer for one (1) month from the date of this Agreement.

Proper Law: We agree that this Agreement and any claim or dispute between M.A. Griffith, the Customer and/or any of us shall be governed by the law applicable in the State nominated by M.A. Griffith and we agree to submit to the jurisdiction of the appropriate Court nominated by M.A. Griffith in the capital city of that State.

Several guarantors: If more than one Guarantor is named and/or intended to sign as guarantor we each agree to be bound and liable to the full amount owed to M.A. Griffith even if only one of us signs and whether or not any amount is extinguished and/or compromised in any way. M.A. Griffith may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities and/or securities from any party and/or release and/or compromise with any of us and/or any other party without affecting our liability to M.A. Griffith. Neither M.A. Griffith nor the Customer is required to sign this Agreement.

Credit Limit: Any credit granted by M.A. Griffith to the Customer is at M.A. Griffith's discretion and shall not limit our joint and several liability to M.A. Griffith.

Privacy Act: We HEREBY CONSENT to M.A. Griffith (subject to its obligations under the Privacy Act 1988 (Cth) at any time collecting, using and/or disclosing information about us (i) which relates to but is not limited to identity, credit history and/or solvency; (ii) for the purpose(s) of assessing creditworthiness, risk and/or solvency and/or enforcing any of M.A. Griffith's rights; and/or (iii) by arrangement with any authorised agent(s), credit provider(s) and/or reporting service(s) and the like (including any banker(s), the ASIC, ITSA etc.) M.A. Griffith may refuse to grant credit if any information to which it is entitled is not provided and otherwise agrees to allow us access to all such information. This Agreement may be produced as conclusive evidence of our consent.

Severability: Any part of this Agreement shall be severable without affecting any other part of this Agreement.

Acknowledgement of current debt: We acknowledge that the Customer is indebted to M.A. Griffith in the sum noted below as at the date noted below and we acknowledge and agree that our guarantee under this Agreement is unlimited.

Definitions: (a) "M.A. Griffith" means each of the parties listed below as "M.A. Griffith" jointly and severally; (b) "We and "us" means any and all of the Guarantors listed below and if more than one jointly and severally and in any event (to the extent applicable) the joint and several successors and/or assigns of each and (c) "Customer" means the party listed below as "the

