



# Credit Application

**EJ Australia Pty Ltd**  
ABN: 48 010 591 956  
2/354 South Pine Road, Brendale 4500,  
Queensland Australia  
Telephone: (07) 3216 5000  
Email: australia.accounts@ejco.com

v.2020

Level: ..... Sales Exec: .....(office use only)

Account Number. # .....(office use only)

A.B.N .....

Company Name ("the Customer") .....

Trading Name or Business Name (if applicable) .....

Business Phone No ..... Fax No.....

Postal Address..... State ..... Post Code.....

Street Address.....State ..... Post Code.....

Email Address.....

Circle your business status: Sole Trader Partnership Company Trust Company

If Trust Company - Is there an indemnity for the trustee under the trust deed? Yes  No

Are Premises Owned  Leased  Rented  For how long \_\_\_\_\_

How long have you operated this business \_\_\_\_\_

Name of Owners (in case of a Sole Trader and Partnership) or Name of Directors (in case of a Company)

Full Name ..... Date of Birth..... Home Phone No.....

Home Address.....

Full Name ..... Date of Birth..... Home Phone No.....

Home Address.....

If more than 2 persons to be disclosed please include same details on a separate piece of paper to include in your application.

Credit Limit Requested: \$ .....

1. The Customer hereby applies to EJ Australia Pty Ltd (referred to as "EJ") for a credit account.
2. Should this application be accepted by EJ the Customer agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade, a copy of which is available on request or can be downloaded from our website [www.ejco.com](http://www.ejco.com) and which the Customer has read and understands.
3. EJ hereby advises that information disclosed in this credit application may be disclosed to credit reporting agency. EJ is allowed to give credit reporting agency personal information about your credit application. Information which may be given to an agency includes: identity particulars; the fact that you have applied for credit and the amount, the fact that EJ is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of EJ, you have committed a serious credit infringement; that credit provided to you by EJ has been paid or otherwise discharged. You hereby agree to EJ obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness) and agree to that agency or provider providing that information to EJ for that purpose. You further agree to obtaining from, and provision by, such agency or provider further credit reports which may assist EJ in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

DATED this.....day of ..... 20.....

Signature of Authorised Officer of Customer.....

Print Name of Authorised Officer.....

**Please Note: Attached Guarantee to be Completed**



**DEED POLL OF GUARANTEE AND INDEMNITY**

To: EJ Australia Pty Ltd ACN 010 591 956 (EJ)

In consideration of EJ having agreed to supply the Customer with goods, the signatories to this Guarantee and Indemnity (the **Guarantor**) covenant and agree with EJ as follows:

1. Any term defined in the *Personal Property Securities Act 2009* (Cth) or the terms and conditions between the Customer and EJ (**Terms**) has the corresponding meaning in this Guarantee and Indemnity.
2. The Guarantor unconditionally guarantees to EJ the due and punctual payment by the Customer for all goods supplied by EJ to the Customer, and the due and punctual performance by the Customer to EJ of the Customer's obligations to pay all money owing by the Customer to EJ (whether under the Terms or otherwise) (**Guaranteed Money**) and all other obligations of the Customer arising under or in connection with the Terms and the provision of credit by EJ.
3. The Guarantor unconditionally indemnifies EJ against, and agrees to immediately pay to EJ on demand a sum equal to the amount of, any losses, liabilities, damages or expenses that EJ directly or indirectly suffers because:
  - 3.1 the liability to pay Guaranteed Money is unenforceable in whole or part as a result of lack of capacity, power or authority or improper exercise of power of authority;
  - 3.2 a liquidation or other event relating to insolvency occurs in respect of the Customer; or
  - 3.3 the Guaranteed Money is not or has never been recoverable from the Guarantor or from the Customer because of any other circumstance whatsoever including, without limitation, any transaction relating to the Guaranteed Money being void, voidable or unenforceable and whether or not EJ knew or should have known anything about that transaction; or
  - 3.4 of any failure of the Customer to make due payment of any money owing to EJ whether for goods sold or otherwise or to observe the terms of any agreement between the Customer and EJ, including costs on an indemnity basis of any attempt or attempts to recover from the Customer or a Guarantor and whether successful or not or whether frustrated by the Customer or Guarantor or by operation of law and including costs ordered by a court to be paid by EJ to the Customer or to any Guarantor including the costs of lodging and withdrawing caveats and obtaining injunctions and enforcing any security over real and personal property given to EJ.
4. 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 EJ will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
5. If a claim is made that all or part of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the Guaranteed Money is void or voidable under a law relating to insolvency or the protection of creditors or for any other reason and the claim is upheld, conceded or compromised, then EJ is entitled immediately as against the Guarantor to the rights in respect of the Guaranteed Money to which it would have been entitled if all or part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place.
6. The rights and powers of EJ under this Guarantee and Indemnity are not affected if:
  - 6.1 EJ is negligent in exercising or not exercising any of its rights or powers;
  - 6.2 EJ delays exercising any of its rights or powers;
  - 6.3 EJ gives any person time to do anything which EJ requires done;
  - 6.4 EJ compromises, waives, releases or deals with any of EJ's rights or powers against any person or property;
  - 6.5 EJ takes any other security from the Customer or from any other person; or
  - 6.6 EJ does any other act, matter or thing which under law relating to sureties would or might but for this provision release the Guarantor or any of the Guarantors from all or any part of the Guarantors' obligations contained in this Guarantee and Indemnity.
7. The Guarantors agree that this Guarantee and Indemnity will not be avoided, released or affected by EJ making any variation or alteration of the Terms, even if such variation or alteration has the effect of increasing the Guarantor's liability under this Guarantee and Indemnity.
8. The Guarantor acknowledges and warrants that the Guarantor has executed this Guarantee and Indemnity voluntarily, has read it and understood its true nature and effect (including but not limited to the Terms as they apply to the Customer) and is aware of its rights to obtain independent legal and/or financial advice.
9. The Guarantor agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any court document, by prepaid post at any address nominated in this application or any other address later notified to EJ by the Guarantor or the Guarantor's authorised representative.
10. This deed will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

**SIGNED, SEALED AND DELIVERED THIS    day of    20.....**

Signature of Guarantor (1) ..... Signature of Witness .....

Print Full Name..... Print Full Name.....

Address..... Address.....

Signature of Guarantor (2) ..... Signature of Witness .....

Print Full Name..... Print Full Name.....

Address..... Address.....

**Please note that the Company Seal must not appear on this form**