

**CREDIT APPLICATION**

("Application")

**Important notice** - Geofabrics will use and rely on this application and the information you provide to assess whether Geofabrics will trade with you or your organisation on a delayed payment ("credit") basis. Accordingly it is most important that such information be accurate, complete and truthful. Note that Geofabrics offers trading terms on a delayed payment basis to approved customers, but does not make any interest or other charge for doing so. Interest is, however, payable on outstanding accounts that are not paid on or before the due date. Thank you for your co-operation.

**Please complete all question, sign and return by email:**

To: **Geofabrics Australasia Pty Ltd** ABN 23 005 479 961 & all subsidiaries, divisions, affiliates, related & associated companies, trusts & other entities &/or any successors &/or assigns ["Geofabrics"]:

**1. CUSTOMER DETAILS:**

Customer ["the Customer"]

Trading name: [if different]

Business Address:

Address for correspondence:

	Postcode
	Postcode

Date business

commenced: / /

A.B.N.

Telephone: ( )

Fax: ( )

**2. APPLICATION:**

The Customer applies for a credit account & **AGREES** to be bound by Geofabrics' Terms & Conditions of Sale (attached and set out on its website [www.geofabrics.com.au](http://www.geofabrics.com.au) and as amended from time to time) in all dealings with Geofabrics. The Customer **AGREES** that this Application relates to all transactions with Geofabrics (as defined above).

**3. CREDIT LIMIT REQUESTED:**

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**4. ACCEPTANCE:**

Geofabrics shall be deemed to have accepted this Application if it allows the Customer to trade with Geofabrics or any division or part of Geofabrics on credit.

**5. MEANS & ABILITY:**

The Customer **WARRANTS** that he/she/it is solvent & has the present & future ability to pay all debts as & when all debts fall due.

**6. PURPOSE:**

The Customer **DECLARES & WARRANTS** that Geofabrics' goods &/or services shall be used by the Customer predominantly for commercial &/or business purposes (& not for any personal, domestic &/or household purpose).

**7. CUSTOMER'S ACCOUNTS PAYABLE:**

**CONTACT:**.....Tel:.....Email:.....

**8. TYPE OF BUSINESS ENTITY:**

**A. WHERE THE CUSTOMER IS A PARTNERSHIP/SOLE TRADER:**

Name	Address
Partners' or trader's full names(s) & private address(es)	

**B. WHERE THE CUSTOMER IS A COMPANY:**

Company Name:		A.B.N.
Address for correspondence:		Postcode:
Registered office address:		Postcode:
Directors' full names:		

**C. WHERE THE CUSTOMER IS AN UNINCORPORATED JOINT VENTURE:**

Details	Name of Joint Venture Companies	ABN
Company 1		
Company 2		
Company 3		
Company 4		

**D: TRUSTS:**

Is the Customer involved or associates in any way with a Trust?  Yes  No If yes, is the Trust a:  unit trust  family trust  other?

Trustee - Where the Applicant makes this Application as a Trustee, it warrants and declares: (a) that it has the power and authority to make and execute this Application;  
and (b) that all rights of indemnity which it now has (or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both) have not been modified or excluded as a result of any act, matter or document made or executed by it as a result of any breach of fiduciary duty or in any other way; and (c) that it has not released and shall not release in the future and shall not cause or permit to be released lost or diminished in any manner whatsoever, any such rights or indemnity.

Name of Trust..... Name of Settlor..... Date of Trust ...../...../.....

Deed Name of Trustee:..... Address of Trustee:.....

- (i) Have any of the above mentioned persons in 8. A to D been declared bankrupt or had a petition of bankruptcy served upon them? Yes  No
- (ii) Have any of the abovementioned persons or the trustee been a director of a company that has been served with a Creditors Statutory Demand or been deregistered, wound up or liquidated?  Yes  No

**9. BUSINESS DETAILS:**

How long established?	How long current owner?	Government Body? Yes <input type="checkbox"/> No <input type="checkbox"/>
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Name(s) of related or subsidiary companies &/or partnerships:

Are the business premises: <input type="checkbox"/> owned? <input type="checkbox"/> leased?		Business Activity Statements (BAS) are lodged? <input type="checkbox"/> monthly <input type="checkbox"/> quarterly	
Do you currently trade with Geofabrics? <input type="checkbox"/> Yes <input type="checkbox"/> No		BAS statement lodgement are up to date? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Financial details:</b>	Bank:	Branch:	Telephone: ( )
Turnover: \$	Value of assets: \$	Value of liabilities: \$	Value of paid-up capital: \$
<b>Trade References</b> (ideally, providing credit similar in value to level of credit sought):	Company	Name	Telephone
<b>CONSENT:</b>	<b>The Customer consents to Geofabrics contacting the trade referees above to obtain oral and written trade references.</b>		

**10. ADDITIONAL INFORMATION:**

**Is there any information that you wish to share to support the value of credit requested?**  
(e.g. large project, expected date of supply, and expected project purchases \$)

.....

**11. PERSON COMPLETING THIS APPLICATION [“the Agent”]:** .....

Name: .....

Position:.....

Address (private): .....

**SIGNATURE:** ..... (Signed by the Agent for & on behalf of the Customer) Date: / /

The Agent **represents & warrants** that the Customer has authorised the signing of this Application, that all information in this Application is true & correct & **acknowledges** that Geofabrics will rely upon & be induced by the Customer’s representations in deciding to grant credit or to deal with the Customer.

## 12. IMPORTANT! - AGREEMENT TO TRADING TERMS:

The Customer and each director, secretary or officer of the Customer acknowledges and agrees that: All orders and purchases of goods and services from Geofabrics are subject to Geofabrics' Terms and Conditions of Sale *as varied from time to time* and the Customer agrees to waive the conditions (if any) stated on the Customer's purchase orders or elsewhere at any time, which in any way may be contrary to these Terms and Conditions of Sale. A copy of the current Terms and Conditions of Sale is attached to this credit application and is also available for viewing on the Geofabrics website at [www.geofabrics.com.au](http://www.geofabrics.com.au). From time to time we may vary those terms by notifying you at the address you have noted above and/or by amending the Terms and Conditions appearing on the Geofabrics website.

Amongst other things, under those trading terms the Customer agrees that:

- (a) Prices quoted by Geofabrics do not include GST unless expressly stated to the contrary. In all cases GST will be added and must be paid in addition to the price; and
- (b) All accounts will be settled within 30 days of the date of Geofabrics' invoice and (among other remedies) Geofabrics reserves the right to suspend supply and to charge interest if the Customer fails to pay to Geofabrics the full amount owing by its due date; and
- (c) Title to goods does not pass to the Customer until they are paid for in full.

## 13. PRIVACY

Please ensure that a copy of this statement is given to each director and other contact whose name or other personal information is submitted with this form. Your submission of this credit application is taken as your confirmation that this has occurred.

Any personal information we collect from you in response to this document is subject to the National Privacy Principles contained in the Privacy Act, 1988 (Cth) and the Privacy Policy of Geofabrics Australasia Pty Limited (ABN 23 005 479 961). This is a disclosure of some important aspects of your privacy as required by National Privacy Principle 1.3.

The Privacy Policy of this and other companies within the Geofabrics group can be viewed on-line at [www.Geofabrics.com.au](http://www.Geofabrics.com.au); alternatively a copy can be provided on request. You can contact us by phone on (03) 8586 9100 - ask for the Privacy Officer; by mail to 83-93 Canterbury Road, Braeside, Victoria 3195, Attention: Privacy Officer.

You have a qualified right to gain access to personal information which we hold about you. If you wish to do so please contact us as indicated above. The right is "qualified" as there may be some cases where we are not obliged (or have a duty not to) provide access.

We collect personal information pursuant to this form for the purpose of:

- a) assessing your (or your organisation's) request for delayed payment terms;
- b) contacting you so as to enable us to manage your account and to fulfil our obligations to you or your organisation; and
- c) retaining your information on our database so that we can advise you of services and products which we reasonably believe you may be interested in from time to time.

Personal information submitted with the Credit Application may be disclosed to organisations that provide us with information technology services, marketing and promotional services and professional advice, such as legal practitioners and accountants. We may also disclose that personal information to other companies within the group.

If you do not provide the information requested in this form, we may not be able to assess your request for delayed payment terms, to establish an account for you or to increase your credit limit as the case may be. In addition, you may not be able to participate in future offers of goods or services which we sell. Please contact us as described above if any information concerning you in this document is or at any time becomes inaccurate, so that we can correct our records.

## 14. CREDIT INFORMATION:

Your nomination of trade referees for checking your credit history or that of your organisation will be construed as your consent to our contacting them and obtaining a full and frank reference report with respect to those or other matters we believe to be relevant to your application for delayed payment terms. More particularly, the Customer & the Agent authorises Geofabrics & its servants & agents to make such enquiries from time to time as are deemed necessary to obtain information about the Customer, the Agent or any other authorised representative of the Customer &/or to investigate the creditworthiness of them including enquiries with nominated trade references, your bankers, any credit provider or supplier, any credit reporting agency, any Land Titles office, the ASIC, AFSA &/or any similar body &/or related information service [{"the Sources"}] & including personal credit & consumer credit Agent or any other authorised representative of the Customer which is in the Sources' possession & agrees that Geofabrics may disclose any information about them to any interested person (subject to *Privacy Act 1988* (Cth)) or under any Geofabrics privacy policy. Geofabrics reserves the right to seek additional security over the customer's debts if the credit enquiries deems it necessary, for example in the form of a Personal Guarantee, Indemnity and Charge.

## DEED OF GUARANTEE AND INDEMNITY AND CHARGE BY:

The person or persons identified as the guarantor(s) further below ("Guarantor"); in favour of Geofabrics Australasia Pty Limited, ABN 23 004 479 961 ("Geofabrics") of 83-93 Canterbury Rd, Braeside Victoria Australia 3195.

### RECITALS

- A. Geofabrics is willing to supply goods on credit to ..... ("the Customer") under Geofabrics' Terms and Conditions of Sale, pursuant to the Credit Application submitted by the Customer provided that the Credit Application is first accepted by Geofabrics.
- B. The Guarantor(s) expects that by providing this Guarantee and Indemnity there will be a commercial benefit flowing to the Customer.

### CLAUSES

- 1. In consideration of Geofabrics at the request of the Guarantor supplying and continuing to supply goods on credit to the Customer, the Guarantor unconditionally guarantees the Customer's obligations to Geofabrics under the Terms and Condition of Sale or other sale agreements or arrangements entered into between the Customer and Geofabrics, including its obligations to pay its debts owed to Geofabrics when due ("the Customer's Obligations").
- 2. This guarantee:
  - a. is a continuing guarantee for the whole of the Customer's Obligations and is irrevocable and will remain in force and in effect until discharged by Geofabrics;
  - b. will not be considered as wholly or partially discharged by the performance at any time of any of the Customer's Obligations or by any settlement of account or by any other matter or thing;
  - c. is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising; and
  - d. may be enforced against the Guarantor without Geofabrics first being required to exhaust any remedy it may have against the Customer.
- 3. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor contained in this guarantee take effect as joint and several obligations, and references to the Guarantor take effect as references to those persons or any of them. None of them will be released from liability under this guarantee by reason of any other Guarantor not executing this guarantee or this guarantee ceasing to be binding as a continuing security on any other Guarantor and the release by Geofabrics of any Guarantor from this guarantee will not affect the liability of any other Guarantor.
- 4. The Guarantor agrees to sign both in the Guarantor's personal capacity and as Trustee of every trust of which the Guarantor is trustee.
- 5. The Guarantor shall notify Geofabrics within 7 days of any change in the Customer's structure, management 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 or trusteeship (iii) any new charge. Mortgage or security given to any party by the Customer.
- 6. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from obligations in whole or in part including, without limitation:
  - a. a grant to the Customer or any other person of any other time, waiver or other indulgence or concession, or the discharge or release of any other security or guarantee held by Geofabrics;
  - b. the insolvency of the Customer; or
  - c. the change in constitution of the Customer.
- 7. The Guarantor agrees that Geofabrics may make any arrangement or compromise with any Guarantor, obtain additional guarantees, indemnities or securities from any Guarantors or any other party or release or compromise with any Guarantor or party and any amount may be extinguished or compromised, without affecting the Guarantor's liability to Geofabrics.

8. The Guarantor shall on demand pay interest on any part of the Customer's Obligations which is a monetary amount from time to time owing under this guarantee but unpaid from the due date at the same rate and in the same manner as the Customer is required to pay interest in respect of the Customer's Obligations both before and (as a separate, independent, obligation) after any judgment.
9. The Guarantor shall reimburse Geofabrics' expenses in connection with the enforcement of, or the preservation of the rights under, this guarantee including legal costs and expenses on a full indemnity basis.
10. The Guarantor indemnifies and agrees to keep indemnified Geofabrics against all loss and damage suffered or incurred by Geofabrics as a result of any default by the Customer on the Customer's Obligations.
11. The Guarantor agrees that any credit limit that Geofabrics grants or applies to the Customer is at Geofabrics' discretion and will not limit the Guarantor's liability to Geofabrics.
12. As security for performance of all of the Customer's Obligations, the Guarantor hereby charges in favour of Geofabrics, all of the Guarantor's right, title and interest (whether legal interest or beneficial interest) which the Guarantor has now or may have in the future either personally or as Trustee in any real property, real estate and/or personal property whether tangible or intangible. The Guarantor agrees and acknowledges that this charge entitled Geofabrics to a caveatable interest now or in the future in such real property, real estate or personal property and gives Geofabrics the right to lodge and/or register a caveat over the document of title relevant to such real property or real estate.
13. If Geofabrics forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed to Geofabrics by the Customer, that Geofabrics is obliged to disgorge the payment or portion thereof to a liquidator appointed to the Customer, Geofabrics' rights are reinstated in relation to the debt that it applied the payment to (as if the payment had never been made) and the Guarantor shall be liable to pay Geofabrics the amount it disgorges to the liquidator. Furthermore, the Guarantor indemnifies Geofabrics against any and all losses and/or legal costs Geofabrics incurs (on a full indemnity basis) as a result of disgorging monies to any liquidator appointed to the Customer and/or challenging and/or defending a preference demand and/or Claim made by a liquidator of the Customer.
14. Any part of anything herein shall be severable without affecting any other part thereof.
15. The Guarantor acknowledges that the Guarantor has read and understood this document before signing it (\* refer below).

**SIGNED, SEALED AND DELIVERED as a Deed in the presence of:**

**Name of Witness (Print):**

**Name of 1<sup>st</sup> Guarantor (Print):**

DIRECTOR/PARTNER/INDIVIDUAL TRUSTEE/OTHER (PLEASE CIRCLE)

.....

.....

Signature of Witness:

Signature of Guarantor:

x

x

.....

.....

Date.....

Date.....

**Name of Witness (Print):**

**Name of 2<sup>nd</sup> Guarantor (Print):**

DIRECTOR/PARTNER/INDIVIDUAL TRUSTEE/OTHER (PLEASE CIRCLE)

.....

.....

Signature of Witness:

Signature of Guarantor:

x

x

.....

.....

Date.....

Date.....

*\* This Deed of Guarantee is an important legal document. If you sign this Deed of Guarantee you may be required to pay someone else's debt. You should therefore seek legal advice to understand it before signing it.*