



**AUSTRALIAN
CALIBRATING
SERVICES (A'SIA) PTY. LTD.**

A.B.N. 33 623 153 736

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APPLICATION FOR COMMERCIAL CREDIT FACILITIES

PRIVATE & CONFIDENTIAL

CUSTOMER NAME:

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ABN:

.....

ADDRESS:

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**Australian Calibrating Services (A'sia) Pty Ltd
Acting in its capacity as Trustee for the Australian Calibrating Services Trust
ABN 33 623 153 736**

Australian Calibrating Services (A'sia) Pty Ltd is committed to providing the highest levels of service that includes your privacy. Australian Calibrating Services (A'sia) Pty Ltd will be bound and comply with the new sections of the Commonwealth Privacy Act 1988 which sets out a number of principles relating to personal information that may be obtained during the process of assessing this Commercial Credit Facility.

Personal information includes but is not limited to your name, current and previous addresses, telephone and other contact numbers. This information may be obtained from you, credit reporting agencies, publicly available sources of information, your legal advisors, credit providers for credit related purposes, such as credit worthiness, credit rating, provisions of credit, other suppliers in the same industry as Australian Calibrating Services (A'sia) Pty Ltd, our companies, our accountants, lawyers and other organisations as required or by the operation of law and credit reporting agencies.



APPLICATION TERMS AND CONDITIONS OF CREDIT FACILITY

1. APPLICATION

The Applicant hereby applies for Credit (Credit Facility) from Australian Calibrating Services (A'sia) Pty Ltd., in connection with the supply of goods and services on the following Terms and Conditions.

2. TERMS AND CONDITIONS OF CREDIT FACILITY

2.1 The Applicant agrees that the following trade references and other suppliers not identified in this application may be approached for information concerning the Applicant.

Trade Reference	Tel Number/ Fax Number	Average (\$) Purchases Per Month
1.		
2.		
3.		

2.2 The Applicant agrees that the Company may at any time withdraw or vary the Credit Facility or any credit limit in respect of the Credit Facility.

2.3 The Applicant agrees to pay on demand all sums owing in connection with the Credit Facility in the event that the Credit Facility is withdrawn.

2.4 The Applicant agrees to observe the Company's Terms and Conditions of sale as the same may be varied from time to time.

2.5 The Company reserves the right and the Applicant agrees to pay interest on any unpaid amount at a rate of 2% per month from the due date until payment is made in full and to pay any expenses incurred in collecting or attempting to collect any overdue monies including any debtor recovery agencies and solicitors fees (on a solicitor client basis).

2.6 These Terms and Conditions shall be governed by and constituted in accordance with the laws of the Courts of competent jurisdiction and the Applicant irrevocably submits to the exclusive jurisdiction of a Court in the capital city of a State or Territory that the Company directs in relation to any disputes concerning such Terms and Conditions.



2.7 The Credit Facility shall remain in the name stated by the Applicant(s) in its application until the Company is notified in writing and the Company gives consent, in writing. The Applicant shall notify the Company as soon as practicable should there be any change in the legal entity structure or management control of the Applicant's business.

2.8 The Applicant, and when the Applicant is a company, the directors (jointly or severally) signing on behalf of the Applicant, warrant that:

2.8.1 The information in the Schedule and application and any other information provided to the Company in relation to this application is true and correct and is not misleading.

2.8.2 The Applicant is able to pay its debts as they become due.

2.8.3 Unless otherwise stated in this application it is not the Trustee of any Trust.

2.8.4 The Applicant will notify the Company of any change to the information regarding the Applicant to this application within (7) days of the change.

2.8.5 There is no other material circumstance or event that is known by the Applicant which if known by the Company would be likely to affect the consideration by the Company as to whether or not to grant any Credit Facilities.

2.8.6 The Terms and Conditions of sale and/or services have been received and read by the Applicant and understood by the Applicant to apply to all sales and/or services between the Company and the Applicant. In particular, the Applicant is aware that the goods sold Remain the property of the Company while the Applicant owes any monies to the Company.

2.8.7 Credit is required wholly or predominantly for the purpose of carrying on or establishing a trade, business or profession.

2.8.8 Australian Calibrating Services (A'sia) Pty Ltd, has in the process of receiving your Credit Facility Application obtained information about you and will retain upon approval of your Credit Facility information about you which includes but is not limited to your name, address, ABN/ACN, contact numbers for internal marketing related purposes. The information collected will be accurate, complete and up-to-date and will be available for review by you on demand. Your information will be destroyed or de-identified should you cease to be a customer of Australian Calibrating Services (A'sia) Pty Ltd, or on request by you.



**TO BE COMPLETED BY INDIVIDUAL APPLICANTS AND DIRECTORS OF
CORPORATE APPLICANTS AND GUARANTORS WHO ARE INDIVIDUALS.**

SPECIFIC AGREEMENTS AND ACKNOWLEDGEMENT BY APPLICANTS.

We/I,

1. Acknowledge having been informed that under Section 18E(8)© of the Privacy Act you are allowed to give a credit reporting agency personal information about me/us.

The information which may be given to any agency is covered by Section 18(E)(1) of the Act and includes:

- Full name, including former names, sex, day of birth.
- A maximum of three addresses consisting of a current or last known address and two immediately previous addresses
- Name of current or last known employer
- Driver's licence number
- The fact that I/we have applied for Credit and the amount.
- The fact that you are a current credit provider to me/us.
- Payments that become overdue more than 60 days and for which collection action has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by me/us that have been dishonoured more than once.
- In specified circumstances that in your opinion I/we have committed a serious credit infringement.
- That credit provided by you to me/us has been paid or otherwise discharged.

2. Advise that, if you consider it relevant to assessing this application for Credit, I/we agree in accordance with the provisions of Section 18K(1)(b) of the Act to your obtaining from a credit reporting agency a Credit report containing personal information about me/us.

3. Advise that if you consider it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we in accordance with the provisions of Section 18k(1)(h)(i) of the Act, consent to you receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

4. Agree that you may give to and seek from any credit providers named in a credit report issued by a credit reporting agency information about me/us credit arrangements, in accordance with the provisions of Section 18K(1)(b) of the Act. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to give or receive from each other under the Act.

5. Agree that you may seek from any credit providers, named in a credit report issued by a credit reporting agency, information about my/our credit arrangements, in accordance with the provisions of Sect 18N(1)(b) of the Act.



6. Understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity which providers are allowed to give or receive from each other under this Act.

7. Agree that you may obtain a report containing information about my/our commercial activities of commercial credit worthiness from a business that provides information about commercial credit worthiness of a person for the purpose of assessing my/our application(s) for personal credit. This is in accordance with Section 18L(4) of the Act.

I/We understand the information may be used for any of the following purposes:

- To assess an application by me/us for credit.
- To notify other credit providers of default by me/us.
- To exchange information with other credit providers as to the status of this account where I/we are in default with other credit providers.
- To assess my/our credit worthiness.

TO BE COMPLETED IF APPLICANT IS A SOLE TRADER

Signature:

Signatory Full Name:

Witness Signature:

Witness Full Name:

Witness Address:

Date:

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TO BE COMPLETED IF APPLICANT IS A COMPANY

Executed by:

(insert Company Name)

Director/Sole Director:

(strike out if not applicable)

Name (please print):

Date:

Director/Secretary:

(strike out if not applicable)

Name (please print):

Date:

Witness Signature:

Witness Full Name:

Witness Address:

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TO BE COMPLETED BY ALL APPLICANTS

Company Sole Trader Partnership Other

Company Name:			
Trading Name (if applicable):			
ACN:		ABN:	
Registered Office:			
Residential Address (if Sole Trader):			
Date of Birth (if Sole Trader):		/	/
Drivers Licence (if Sole Trader):			
Nature of Business:			

A/C Payable Postal Address:			
A/C Payable Email Address:			
Tel No:	()	Fax No:	()
Vendor/Supplier ID:			

Site Contact Name:			
Mobile No:	()		
Site Tel No:	()	Site Fax No:	()
Site Email Address:			
Site PO Box:			
Site Address:			

<u>INTERNAL USE ONLY</u>	
Site Location:
Customer No:
Approved By:
Date of Approval: /