

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions overleaf or attached. Failure to fill in blanks may delay processing.
This Credit Account Application must be signed by the owner or duly authorised officer or partner. If the Applicant is a Proprietary Company or Trust, then a completed and signed Personal Guarantee and Indemnity is required.

Once filled in, please print, sign and fax to 02 8868 6773 or email to accounts@dougsmithspares.com.au

Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company			Date:	
Company Name:				
Trading Name:				
ABN No.		ACN No.		
Postal Address:			State:	Postcode:
Email Address:				
Phone No.		Fax No.		
Purchasing Officer:			Phone No.	
Email Address			Fax No.	
Delivery Address:			State:	Postcode:
Directors / Owners / Trustee (if more than two, please attach a separate sheet)				
1. Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:		
2. Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:		
Accounts Officer:			Phone No.	
Email Address:			Fax No.	
Purchase Order Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO		Credit Limit Requested: \$
Account Terms: <input type="checkbox"/> 30 Day <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Bank and Branch:				
BSB / Account No:				
In order to allow us to provide a better service to you, please tell us a little about your business:				
Nature of Business: <input type="checkbox"/> Appliance <input type="checkbox"/> Service <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other:				
What type of appliances do you service: <input type="checkbox"/> Washers / Dryers <input type="checkbox"/> Dishwashers <input type="checkbox"/> Domestic Refrigeration <input type="checkbox"/> Commercial Refrigeration <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Washers <input type="checkbox"/> Stoves (Gas) <input type="checkbox"/> Hot Water <input type="checkbox"/> Stoves (Electric) <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Gas <input type="checkbox"/> Microwaves <input type="checkbox"/> Vacuums <input type="checkbox"/> Other:				
What sort of business do you have: <input type="checkbox"/> Work From Home <input type="checkbox"/> Shop <input type="checkbox"/> Factory Unit <input type="checkbox"/> Other:				
How many service vans do you have:			Estimated Spend on Spare Parts (no min.): \$	
Notes:				
Trade References: (Please provide companies that are willing to do trade references)				
1. Company:		Contact:		
Phone No.		Fax No.		
Office Use Only Payment Terms:			Average Monthly Spend: \$	
Existing Credit Limit: \$		Notes:		
2. Company:		Contact:		
Phone No.		Fax No.		
Office Use Only Payment Terms:			Average Monthly Spend: \$	
Existing Credit Limit: \$		Notes:		

3. Company:	Contact:
Phone No.	Fax No.
Office Use Only Payment Terms:	Average Monthly Spend: \$
Existing Credit Limit: \$	Notes:

CREDIT CARD AUTHORISATION

Type of Card: MasterCard Visa Credit Limit: \$

Cardholders Name: _____

Card Number: _____ Expiry Date: / /

I declare that I am the owner of the above credit card, and I hereby authorise the Seller to arrange payment of my account, which must be finalised in full before the close of each month, by debiting my credit card account, the number of which is specified above.

I acknowledge that the Seller may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment.

Cardholders Signature: _____ Date: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED: _____	SIGNED: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____
WITNESS:	WITNESS:
Signed: _____	Signed: _____
Name: _____	Name: _____
Date: _____	Date: _____
SIGNED ON BEHALF OF THE SELLER:	
Signed: _____	Name: _____ Date: _____

IMPORTANT NOTE ON CREDIT ACCOUNT APPLICATIONS:

**By signing this document, you are requesting to enter into a contract for finance.
Therefore, it is important that this contract is properly completed and signed.**

Sole Traders and Partnerships – this page must be signed by the proprietors of the business, and those proprietors must be properly identified on the previous page.

Proprietary Limited Companies – this page must be signed by ALL directors, and all directors must be properly identified (including home addresses on the previous page); PO Boxes are not acceptable. The directors also need to complete and sign the Personal Guarantee and Indemnity.

Limited Companies – this page must be signed by someone who identifies themselves as being able, and who is duly authorised, to enter into contracts on behalf of the company.

Trusts – If the company's ABN number is registered as a trust, irrespective of the type of trust, you are also required to complete and sign the Personal Guarantee and Indemnity.

OFFICE USE ONLY				
ACC / Ref No	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

ABN: 84 003 057 412

Registered Office: 1/28 Martha Street **GRANVILLE NSW** 2142 • P: (02) 8868 6700 • F: (02) 8868 6777 • E: sales@dougsmithspares.com.au
67 Grandview Street **PYMBLE NSW** 2073 • P: (02) 9449 7655 • F: (02) 9488 9248 • E: pymbles@dougsmithspares.com.au
105 Bourke Street **DUBBO NSW** 2830 • P: (02) 6883 3222 • F: (02) 6883 3277 • E: DUBBO@dougsmithspares.com.au
2/23 Central Drive **BURLEIGH HEADS QLD** 4220 • P: (07) 5522 0733 • F: (07) 5522 0920 • E: burleigh@dougsmithspares.com.au
NQ Appliance Spares: 236 Alfred Street **MACKAY QLD** 4740 • P: (07) 4951 4266 • F: (07) 4951 2712 • E: mackay@dougsmithspares.com.au

Terms and Conditions

1.	Definitions 1.1 "Seller" means Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares, its successors and assigns, any persons or entities connected with the authority of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares and its successors and assigns. 1.2 "Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally. 1.3 "Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other). 1.4 "Price" means the Price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 4 below.	Gold Coast: Tweed Heads, Kingsfild, Southport and Sanctuary Cove, Murwillumbah – 1 st twenty-five kilograms (25kg) is freight free, but additional weight charges are payable. Risk 6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery, and the Customer must pay for the Goods before Delivery. 6.2 If any of the Goods are damaged or destroyed following Delivery, but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. 6.3 If the Seller delivers the Goods outside the Seller's premises for collection, or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	(c) the Goods must be returned within twenty-one (21) days of Delivery; (d) the original invoice must be presented, or invoice number quoted; (e) electrical Goods may have had electricity connected to it, such as elements, pumps, PCB's valves, etc.) or appliances (either new or factory seconds) may not be accepted for return hereunder. 10.12 Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law. 11. Default and Consequences of Default 11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's contract default rate, or such interest shall compound monthly at such a rate) after as well as before any judgment. 11.2 If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default rate, or such interest shall compound monthly at such a rate) after as well as before any judgment. 11.3 Further to any other rights or remedies the Seller may have under this agreement, if the Customer has made payment to the Seller by cheque or credit card, and the cheque is dishonoured or the transaction is subsequently reversed, the Customer shall be liable for the amount of the dishonour or reversed transaction, in addition to any further costs incurred by the Seller under this clause 11 where it can be proven that such dishonour or reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement. Offering a cheque for payment and then dishonouring the cheque is an offence in New South Wales, and in each case the Seller may pass the dishonoured cheque to the Police for processing. 11.4 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause. 11.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller, either wholly or not due for payment, become immediately payable if: (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. 12. Cancellation 12.1 The Seller may cancel any agreement to which these terms and conditions apply, or cancel Delivery at any time before the Goods are delivered, by giving written notice to the Customer. 12.2 On giving such notice the Seller shall repay to the Customer any money paid by the Customer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation. 12.3 In the event that the Customer cancels this agreement, or Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits). 12.4 Cancellation of orders for Goods made/ordered to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed. 13. Privacy Act 1988 13.1 The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Seller. 13.2 The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years. 13.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit. 13.4 The Customer agrees that the Seller may use personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods and/or (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) to assess any amounts outstanding in relation to the Goods. 13.5 The Seller may give information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Customer including credit history. 13.6 The information given to the CRB may include: (a) personal information as outlined in 13.1 above; (b) name of the credit provider and that the Seller is a current credit provider to the Customer; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) any other information concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Seller, the Customer has committed a serious credit infringement; (h) advice that the amount of the Customer's overdue payment is equal to or more than one percent (1%) of the total value of the Customer's account (\$150). 13.7 The Customer shall have the right to request (by e-mail) from the Seller: (a) a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and (b) that the Seller does not disclose any personal information about the Customer for the purposes of direct marketing. 13.8 The Seller will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. 13.9 The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to resolve the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au . 14. Disclaimer 14.1 Subject to clause 10, the Seller shall be under no liability whatsoever to the Customer for any direct, indirect and/or consequential loss, damage and/or expense (including loss of profit) suffered by the Customer arising out of: (a) the Seller's use of the Goods, irrespective of such loss or damage being deemed caused by said Goods, whether the Goods are faulty or otherwise. The diagnosis of appliances is complex and often requires specialised knowledge and equipment. Such diagnosis of faults is the responsibility of the Customer. Due to legal requirements, the Seller is unable to give out technical advice; and (b) a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price). 14.2 Manufacturers names, models and part numbers are used for reference purposes only and do not indicate source of supply of Goods. "Home" brand, generic or replacement Goods may be supplied. The assessment of suitability of these Goods is the responsibility of the Customer and should be made prior to order placement. Subject to clause 10, the Customer's acceptance of the Goods is deemed acceptance of suitability for purpose. 15. General 15.1 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, illegal or unenforceable for any reason, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 15.2 These terms and conditions and any agreement to which they apply shall be governed by the laws of New South Wales, the State in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts in that State. 15.3 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute. Any disputes or claims regarding invoices or statements must be referred to the Seller within fourteen (14) days of the date of the disputed invoice and/or statement. 15.4 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent. 15.5 The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to provide Goods to the Customer. 15.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 15.7 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
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Please note that a larger print version of these terms and conditions is available from the Seller on request.

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this **Application for Credit** and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER):		SIGNED (WITNESS TO CUSTOMER'S SIGNATURE):	
_____		_____	
Name: _____	_____	Name: _____	Date: _____
Position: _____	_____	Address: _____	_____
ID: _____ (Driver's Licence, Passport, etc.)	Date of Birth: _____	_____	State: _____ Postcode: _____

SIGNED (SELLER): _____ Name: _____ Date: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply Goods and/or Services to

[] ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of Goods and/or Services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms and Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the Goods and/or Services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
 - (a) the supply of Goods and/or Services to the Customer; or
 - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees costs of collection and legal costs; or
 - (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of Goods and/or Services by the Seller to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4.** This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5.** No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- 6.** If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- 7.** The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.**
- 9.** I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 10.** The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this day of 20____

GUARANTOR-2 SIGNED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this day of 20____

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT