

NEW CUSTOMER CREDIT APPLICATION FORM - CHECKLIST

To assist with processing the New Customer Credit Application without delay, please ensure the following requirements are completed:

CREDIT APPLICATION FORM

- ABN is provided
- Company Name and Trading Names
- Family Trust (if applicable)
- Credit Limit Requested (anticipated monthly purchase amount)
- Credit Terms Requested (C.O.D, 14 or 30 Day Account)

PERSONAL GUARANTEE AND INDEMNITY FORM

- Personal Guarantees are MANDATORY therefore must be signed and dated by Directors and their Spouses / Partners (where joint personal assets are held)
- Bank Guarantees will be requested if Personal Guarantees are not available
- Guarantee must be completed correctly and in full
- No amendments have been made to the Personal Guarantee and Indemnity forms
- Scanned / clear photocopy of Guarantors photo identification (Drivers Licence / Passport) is included with this application

I acknowledge that I have completed and signed the New Customer Credit Application and Personal Guarantee and Indemnity forms:

Date:

Name:

Signature:

Mailing instructions / Contact Us

For your application to be processed without delay, please ensure that you have completed and signed both the Credit Application Form and the Personal Guarantee and Indemnity Agreement attached. Please return all completed and signed documents to accounts@amke.com.au or fax to our head office (07) 3245 6193.



TERMS & CONDITIONS OF SALE AND CREDIT AMK ENTERPRISES PTY LTD ABN 46 104 899 470

These Terms and Conditions of Sale and Credit apply to the establishment, operation and use of The Customer's credit account with AMK Enterprises Pty Ltd ABN 46 104 899 470, acceptance of which is evidenced by The Customer's execution of the New Customer Credit Account Application Form (Application).

DEFINITIONS AND INTERPRETATION

'AMK' shall mean AMK Enterprises Pty Ltd, 'The Supplier'.

Conditions mean these Terms & Conditions of Sale and Credit.

Customer means the party making this application for Credit.

Goods mean any goods supplied by the Supplier.

Supplier means, in connection with the supply of any goods from AMK Enterprises to the Customer.

Insolvency Event means, for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

GENERAL

1. The Customer warrants that the information provided in the Application is accurate, correct and complete and is supplied for the purposes of obtaining credit.

2. The Customer agrees that it is not entitled to any credit facilities *until* it receives notice in writing from AMK stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until The Customer receives such notice, any products and/or services that are supplied by AMK to The Customer will be on the basis of pre-payment.

3. The parties agree that, if prior to formally approving credit, AMK grants to The Customer time to pay for any products and/or services supplied, it does so on these Terms.

4. In the event of AMK granting credit facilities to The Customer then it is agreed;

a) all accounts are to be settled in full within the agreed trading terms applicable to the credit terms granted. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.

b) should the Customer default in making any payment in accordance with the agreed trading terms, then all monies owing to AMK shall immediately become due and payable.

c) accounts outside of trading terms (term or amount) will be placed on hold until such time as the trading terms are met. Continual breaches of trading terms will result in accounts being placed on hold, reduction in credit limit or cancellation.

c) any reasonable expense and/or costs or disbursements incurred by AMK in recovering any outstanding monies including debt Collection agency fees and legal costs shall be paid by The Customer.

d) it is expressly understood and agreed that this credit arrangement may be terminated at any time by AMK. In that event, all monies owing to AMK will be immediately due and payable.

e) AMK may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that The Customer give such security or additional security or information as AMK shall in its discretion think fit and in a form acceptable to AMK. AMK shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

f) AMK reserves the right to ownership of goods purchased until payment has been received in full.

5. MEANS AND ABILITY TO PAY

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

6. PAYMENT TERMS

All credit orders are accepted by AMK subject to satisfactory credit approval of the Customer, and are governed by AMK credit terms and conditions in force at the time of order placement, including the right to charge interest on overdue payments.

Where credit approval has not been granted, is withdrawn, or customer account is strictly C.O.D, pre-payment for all goods being supplied is required prior to despatch of order/s. Pre-payment can be made via credit card or where credit has been granted, payment for the goods invoiced is to be made in accordance with the relevant account terms:

For 14 day Trading account: 14 days trading account, with payment due within 14 days of invoice date.

For 30 day Trading account: 30 days trading account, with payment due within 30 days of invoice date.

Payment must be made in full without set off or deduction. AMK reserves the right to charge a Credit Card Surcharge of 1.5% per transaction in the event payments are made using a credit, debit or charge card including Visa & MasterCard. Payment can be made by direct deposit to AMK Enterprises Pty Ltd, BSB: 124-024 Account: 22410446. Cheques or money orders are payable to AMK Enterprises Pty Ltd.

7. RETURNS

Returns will only be accepted provided that:

(a) AMK has agreed to accept the return of the Goods; and

(b) the Goods are returned to AMK within seven (7) days of the delivery date; and

(c) AMK will not be liable for Goods which have not been stored or used in a proper manner; and

(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in 'as new' condition as is reasonably possible in the circumstances.

(e) a restocking fee of 15% of the purchase price will apply to all returns.

8. INACTIVE ACCOUNTS

If a Customer has not used a credit facility for 6 months, they may be required to complete and submit a New Account Credit Application Form, however this will be in addition to (and will not derogate from nor affect) any obligation of the Customer or any Guarantor which arose under and preceding New Account Credit Application Form or Personal Guarantee & Indemnity.

9. TRUSTS

Where The Customer is a trustee, The Customer warrants that it is the only trustee of the trust and will remain trustee of the trust, it is not aware of any action having been taken to remove it as trustee of the trust, it has the power under the trust deed to enter into and observe its obligations under these Terms and the assets of the trust shall be available to meet payment of any monies due and owing to AMK.

10. CHANGE OF OWNERSHIP / PARTICULARS

The Customer will notify AMK no later than 14 days after any change of ownership, change in particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition in The Customer's internal structure and senior management.

11. PRIVACY STATEMENT

The Customer consents to AMK collecting, disclosing and exchanging personal information about them for the purpose of assessing The Customer's or Guarantor's credit application, credit worthiness and credit information (including for the purpose of seeking information from a credit reporting agency and referees provided in this Application). The information which may be given includes particulars of The Customer's identity, the fact that The Customer has applied for credit and the amount of such credit and information about any defaults by The Customer. The Customer further consents to AMK disclosing information about The Customer to its subsidiaries, agents and advisers. Customer information may also be used by AMK for account servicing and direct marketing purposes. The parties agree that these Terms shall be governed and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.

ACKNOWLEDGEMENT

AMK Enterprises Pty Ltd Terms and Conditions of Sale and Credit form the agreement between the parties and are binding on the parties. These Terms and Conditions of Credit and Sale will prevail over any subsequent document issued by the Customer. If the Application is received in electronic format, it is constituted as an original document.

ACCOUNT TERMINATION

AMK Enterprises Pty Ltd reserves the right to terminate account terms or withhold supply to any reseller.



NEW ACCOUNT CREDIT APPLICATION FORM

CUSTOMER DETAILS

Trading Name / Applicant

Legal Entity (if different from trading name)

Nature of Business

No. of Staff

ABN (an 11 digit ABN must be provided)

Date of Company Registration

State of Registration

Company Sole Proprietor Partnership Trustee Government/Statutory Authority

Registered Office Address

PARTNER, SOLE TRADER, DIRECTOR OR TRUSTEE DETAILS

	Names of Directors (if company) Partnership or Sole Trader	Residential Address	Date of Birth dd/mm/yy
1			/ /
2			/ /
3			/ /
4			/ /

Delivery Address

Accounts landline tel no.

Accounts email

Sales landline tel no.

Sales email

CREDIT REQUESTED

Credit Requested (per month) \$ C.O.D. 14 DAY A/C 30 DAY A/C

TRADE REFEREES

	Company Name	Contact Name	Phone	Email	Monthly spend \$
1					
2					
3					

CUSTOMER SIGNATURE

Signed for and on behalf of The Customer:
Signature

Date

Name (Please use BLOCK CAPITALS)

FOR OFFICE USE ONLY

Sales Manager: _____

Customer Number: _____

CR Limit/Terms: _____

Date: ____/____/____



PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

IMPORTANT: As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners. Spouses/Partners of all Directors, Sole Traders and Business Partners must sign as Guarantors where there is joint ownership of personal assets.

I/We, the Guarantor/(s), _____
*Insert Guarantor(s) name as applicable

Have requested the supplier to supply _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust) _____
Insert Trust Name

Trading as (if applicable) _____
Insert Registered Business Name

(the "Customer") of _____
Insert Street Address (not a PO Box) State Postcode

With Goods & Services on Credit

*Guarantor(s) names should agree with those on Certificate of Guarantee below.

Acknowledgement

By signing this Certificate of Guarantee below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/We understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors and provide copy of photo identification as specified).

CERTIFICATE OF GUARANTEE

1. I/We guarantee payment to AMK Enterprises Pty Ltd of the whole price charged for goods invoiced and supplied to the Customer as detailed in the account terms, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier.
2. If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
4. We agree to advise AMK Enterprises Pty Ltd in writing of the occurrence of any Insolvency Event or any change in my/our name, ownership or control, as soon as practicable and not later than within two business days of such event, change or step occurring.

DATE: _____ / _____ / _____

Please attach clear copies of scanned or photocopied photo identification to this documentation (current Australian drivers licence or passport).

Guarantor Name
Address
Signature

Guarantor Name
Address
Signature

Guarantor Name
Address
Signature

Guarantor Name
Address
Signature