

PROJECT INDUSTRIES

Manufacturing Engineers

ABN 42 094 930 793

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MALAGA WA 6090

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Providing Innovative Engineering Solutions

APPLICATION FOR CREDIT

Company Name:			
Trading Name:			
ACN / ABN No:		Accounts Contact:	
Postal Address:			
Delivery Address:			
Phone No:		Fax No:	
Mobile No:		Email:	
Date of Incorporation:		Paid Up Capital:	

Partners/Directors

Full Name, Address:		
DOB, Driver's Licence #:		
Full Name, Address:		
DOB, Driver's Licence #:		

Trade References

Supplier Name, Contact Person, Phone No, Fax No:	
Supplier Name, Contact Person, Phone No, Fax No:	
Supplier Name, Contact Person, Phone No, Fax No:	

	Net Profit	Current Assets	Current Liabilities	Inventory	Total Assets	Total Liabilities
2013/14						
2012/13						

**CREDIT LIMIT
REQUESTED:**

\$

Declaration

I / WE, THE ABOVEMENTIONED APPLICANT(S), HEREBY APPLY FOR A CREDIT ACCOUNT IN ACCORDANCE WITH YOUR TERMS AND CONDITIONS OF TRADING AND PRIVACY STATEMENT AS SET OUT ON THE ATTACHED PAGES, WHICH WE CONFIRM WE HAVE READ, UNDERSTOOD AND AGREE TO.

Signature:

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Name:

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Title:

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Date:

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Signature:

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Name:

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Title:

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Date:

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THIS GUARANTEE is made in favour of FRIOB Pty Ltd (ACN 094 930 793) Trading as Project Industries by me/us as guarantor/s in respect of the trade debts

Of.....

known as "The Debtor".

We hereby agree that:

1. At our request you have agreed to extend credit terms to the Debtor in accordance with your Terms and Conditions of Sale in respect of goods and services to be supplied to the Debtor and in consideration of this we jointly and severally for ourselves our executors administrators and personal representatives unconditionally guarantee the payment of all monies owing by the Debtor to you, and the due performance of the Debtor's obligations under your Terms and Conditions of Sale.
2. Should the Debtor fail to pay any outstanding monies owed by it to you we will pay the total amount outstanding to you.
3. The Debtor has provided us with a copy of your Terms and Conditions of Sale and Privacy Statement.
4. This Guarantee shall not be affected by any change in the ownership or the structure of the Debtor.
5. This Guarantee shall not be affected by you granting any time, release, concession or indulgence to the Debtor or to us or any of us.
6. This Guarantee shall not be affected by the death, bankruptcy, insolvency or liquidation (as the case may be) of the Debtor, or us or one of us.
7. We reserve the right at any time to revoke this Guarantee by notice in writing to you for all subsequent purchases of goods and services by the Debtor after the date of receipt by you of such notice. Up to and including the date of receipt of such notice by you we will remain liable for debts owing to you by the Debtor.
8. You may without notice to us at any time and from time to time refuse credit to the Debtor without being liable in any respect to the Debtor or to us.
9. We confirm your advice to us to ascertain through independent legal advice our rights and obligations before signing this Guarantee and further confirm that we understand our obligations contained in this Guarantee and the terms of this Guarantee.

10. We further agree that if the Creditor is legally obliged to repay to a Trustee or Liquidator of the Debtor or any third party any payment previously made by the Debtor to the Creditor such payment shall be deemed not to have discharged our liability and in the event of any such repayment the Creditor, the Debtor and Guarantors shall be restored to the rights which each respectively would have had if the payment had not been made.
11. We expressly acknowledge that we are fully aware that if only one guarantor signs this Guarantee then that sole guarantor is fully personally liable for the total debt but if more than one guarantor signs this Guarantee then each guarantor is individually and separately fully personally liable for the total debt.

Dated this		Day of		20
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Signed by

Name of Guarantor, Address of Guarantor, DOB of Guarantor, Driver's Licence Number of Guarantor		Signature	
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Name of Witness		Signature	
Address			

Signed by

Name of Guarantor, Address of Guarantor, DOB of Guarantor, Driver's Licence Number of Guarantor		Signature	
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Name of Witness		Signature	
Address			

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhanced Privacy Protection) Act 2012) ("Act").
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms, "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning under the Act and the term, "information", means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purpose which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or the Guarantor(s) consent to the Supplier collecting, using, and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies, and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the information was not collected by the Supplier, it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under Section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The supplier intends to disclose default information to any or all of the credit reporting bodies as listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with Section 21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant and/or Guarantor(s) rights to request limitations to the use of their information.
9. The Supplier may disclose information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. By reason of the Applicant and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder APP8.1 will not apply to the Supplier's dealing with the Applicant and/or Guarantor(s)' information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier by making a request directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

Signed: _____

Name: _____

Title: _____

Date: _____

Director: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Signed:	
Name:	
Title:	
Date:	

Signed:	
Name:	
Title:	
Date:	

Signed:	
Name:	
Title:	
Date:	

Signed:	
Name:	
Title:	
Date:	

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