

Melbourne Branch:
108 Derrimut Drive
Derrimut, 3030
Victoria, Australia
Phone: 03 9310 3892
Fax: 03 9338 0924
Email: sales@davmarindustries.com.au



ABN 56 122 012 202

ACN 122 012 202

Sydney Branch:
11/30 Barry Road
Chipping Norton, 2170
New South Wales, Australia
Phone: 02 9755 0716
Fax: 02 9755 0715
Email: sydney@davmarindustries.com.au

Credit Application Form

Required Field = Highlighted Red

Company/Contact Information

Company Name:

Trading Name:

ABN:

Are you a Subsidiary /

 Yes

If Yes Parent Company Name:

Requested Credit Amount

Division of a Parent Co

 No

Commencement Date:

Names and Addresses: Directors, Proprietors, Partners, Applicants.

1.

2.

Bank:

Branch

Account No:

Ph:

Main Address:

Suburb:

State:

PC:

Ph:

Fax:

Delivery Address:

Suburb:

State:

PC:

General Mngr:

Ph:

Mob:

Email:

Purchasing Contact:

Ph:

Mob:

Email:

Office Mngr:

Ph:

Mob:

Email:

Accounts Contact:

Ph:

Mob:

Email:

Internal Sales:

Ph:

Mob:

Email:

Sales Manager:

Ph:

Mob:

Email:

Warehouse Contact:

Ph:

Mob:

Email:

Site Supervisor:

Ph:

Mob:

Email:

Site Supervisor:

Ph:

Mob:

Email:

Site Supervisor:

Ph:

Mob:

Email:

Site Supervisor:

Ph:

Mob:

Email:

Comments or other Information

As we are currently updating our computer system & software the above information is very important for us to service you more efficiently. The information is for our internal use only.

Terms and Conditions of Supply

All goods supplied by Davmar Industries Pty Ltd are supplied on the following terms and conditions.

1. Ownership of the goods supplied by Davmar Industries Pty Ltd shall remain until payment in full for the said goods supplied to the customer is received.
2. If, prior to payment for them, the goods are sold or if they become constituents of the other goods which are sold by the customer to a third party, then;
 - (a) The proceeds of the sale thereof shall be held on trust by the customer and shall be the property of the seller and the customer shall account for such proceeds to the seller to the extent of the customer's indebtedness to the seller.
 - (b) If the customer has not received payment from the third party, the debt arising to the customer shall be held on trust for the seller, and if called upon to do so the customer shall assign to the seller debt and all other rights and remedies it shall have against third party.
3. If the customers shall fail to make payment to the seller for the goods as when payment falls due, then the seller may terminate the customers right to possession of the goods and the customer shall grant to the seller the right to enter into or upon any premises occupied by the customer where the goods are situated in order to recover, take possession of and/or remove the goods. The customer expressly indemnifies the seller for the costs and expenses the seller shall incur in effect of such recovery, repossession or removal.
4. If the customer shall cease trading, go into receivership or liquidation or permit the customers goods to be taken in execution or compound or arrangement with the customers creditor's, then without prejudice to any other rights and remedies which the seller may have, the following events shall occur.
 - (a) All unpaid amounts in respect of the goods supplied to the customer shall become immediately due and payable.
 - (b) The provision of clause 3 relating to the sellers rights of re-entry, repossession and recovery of goods shall apply.
5. The right of possession reserved by the seller does not entitle the customer to return goods supplied but not paid for.
6. The return of any goods supplied shall be at the discretion of the seller, and all costs shall be paid for by the customer to return goods to the seller unless authorized by the seller.
7. An 18% penalty may applied to any invoice that is not paid within the terms of this contract.

**** I/We have read the above terms and conditions and agree to abide by them****

Signed:

Signed:

Name in Full:

Name in Full:

Position:

Date:

Position:

Date:

Guarantees & Indemnity

I/We being the director(s) of _____ (the 'Debtor')

Hereby covenant to Davmar Industries Pty Ltd ('Davmar') as follows:

That in return for consideration of Davmar agreeing to supply the debtor account with goods for its business, at our request the guarantor(s) are jointly and severally liable for the indebtedness of the debtor account that is owing now and for that which becomes due and owing from time to time.

1. That this guarantee shall be a continuing guarantee and shall not be determined by the death of one or all
2. of the guarantor(s) and its provisions shall operate notwithstanding any concessions or indulgence given by
3. Davmar to the debtor account.
4. That Davmar may exercise its right under this guarantee at any time and the guarantor(s) shall pay the amount
5. of any indebtedness of the debtor to the date of any demand, forthwith upon receipt of a written demand
6. or its delivery to the last known address of the guarantor(s). It shall not be a condition precedent to the issue
7. of any such demand that Davmar shall have exercised or exhausted its legal rights against the debtor account.
8. The liability of the guarantor(s) shall continue notwithstanding the fact that Davmar may have entered into
9. or become a party to a composition with the debtor account.
10. The guarantor(s) acknowledge that in the event the debtor account is in default and Davmar exercise their
11. rights under this personal guarantee, the guarantor(s) indemnifies Davmar against all costs incurred in respect
12. of any commission, collection and legal costs in recovering the outstanding account.
13. The guarantor(s) expressly acknowledge that in the event that they are not directly involved in the day
14. to day running of the debtor company, then they have, prior to giving this guarantee, sought independent legal
15. and commercial advice in relation to the legal implications and commercial reality of signing this guarantee.

Guarantor Signature:

Guarantor Name:

Date:

Witness Signature _____

Witness Name _____

Witness address _____

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 - (b) If the customer has not received payment from the third party, the debt arising to the customer shall be held on trust for the seller, and if called upon to do so the customer shall assign to the seller debt and all other rights and remedies it shall have against third party.
3. If the customers shall fail to make payment to the seller for the goods as when payment falls due, then the seller may terminate the customers right to possession of the goods and the customer shall grant to the seller the right to enter into or upon any premises occupied by the customer where the goods are situated in order to recover, take possession of and/or remove the goods. The customer expressly indemnifies the seller for the costs and expenses the seller shall incur in effect of such recovery, repossession or removal.
4. If the customer shall cease trading, go into receivership or liquidation or permit the customers goods to be taken in execution or compound or arrangement with the customers creditor's, then without prejudice to any other rights and remedies which the seller may have, the following events shall occur.
 - (a) All unpaid amounts in respect of the goods supplied to the customer shall become immediately due and payable.
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5. The right of possession reserved by the seller does not entitle the customer to return goods supplied but not paid for.
 6. The return of any goods supplied shall be at the discretion of the seller, and all costs shall be paid for by the customer to return goods to the seller unless authorized by the seller.
 7. An 18% penalty may applied to any invoice that is not paid within the terms of this contract.
- ** I/We have read the above terms and conditions and agree to abide by them****

Signed: **Signed:**.....

Name in Full: **Name in Full:**.....

Position:..... **Date:** **Position:** **Date:**.....

Guarantees & Indemnity

I/We being the director(s) of _____ (the 'Debtor')

Hereby covenant to Davmar Industries Pty Ltd ('Davmar') as follows:

That in return for consideration of Davmar agreeing to supply the debtor account with goods for its business, at our request the guarantor(s) are jointly and severally liable for the indebtedness of the debtor account that is owing now and for that which becomes due and owing from time to time.

That this guarantee shall be a continuing guarantee and shall not be determined by the death of one or all of the guarantor(s) and its provisions shall operate notwithstanding any concessions or indulgence given by Davmar to the debtor account.

That Davmar may exercise its right under this guarantee at any time and the guarantor(s) shall pay the amount of any indebtedness of the debtor to the date of any demand, forthwith upon receipt of a written demand or its delivery to the last known address of the guarantor(s). It shall not be a condition precedent to the issue of any such demand that Davmar shall have exercised or exhausted its legal rights against the debtor account.

The liability of the guarantor(s) shall continue notwithstanding the fact that Davmar may have entered into or become a party to a composition with the debtor account.

The guarantor(s) acknowledge that in the event the debtor account is in default and Davmar exercise their rights under this personal guarantee, the guarantor(s) indemnifies Davmar against all costs incurred in respect of any commission, collection and legal costs in recovering the outstanding account.

The guarantor(s) expressly acknowledge that in the event that they are not directly involved in the day to day running of the debtor company, then they have, prior to giving this guarantee, sought independent legal and commercial advice in relation to the legal implications and commercial reality of signing this guarantee.

Guarantor Signature _____

Guarantor Name _____

Date _____

Witness Signature _____

Witness Name _____

Witness address _____