

Application Details



Applicant Legal Entity Details

LEGAL NAME	A.B.N
TRADING NAME	

Addresses

TRADING ADDRESS	USE SAME ADDRESS FOR BILLING ADDRESS		
BILLING ADDRESS			
LEGAL FORM UNDER WHICH BUSINESS OPERATES			
COMPANY	TRUST	SOLE TRADER	PARTNERSHIP

Primary Contact

NAME	PHONE NUMBER	MOBILE
EMAIL		

Billing Contact

NAME	PHONE NUMBER	MOBILE NUMBER
EMAIL ADDRESS		

Director/Trustee/Partner/Sole Trader Details

NAME	DATE OF BIRTH	PHONE NUMBER	
ADDRESS	MOBILE NUMBER	DRIVER LICENCE NUMBER	DRIVER LICENCE STATE

Director/Trustee/Partner 2 Details

NAME	DATE OF BIRTH	PHONE NUMBER	
ADDRESS	MOBILE NUMBER	DRIVER LICENCE NUMBER	DRIVER LICENCE STATE

Director/Trustee/Partner 3 Details

NAME	DATE OF BIRTH	PHONE NUMBER	
ADDRESS	MOBILE NUMBER	DRIVER LICENCE NUMBER	DRIVER LICENCE STATE

Initial: _____

Guarantor's Details

NAME		EMAIL ADDRESS
ADDRESS		MOBILE NUMBER

Guarantor's Details

NAME		EMAIL ADDRESS
ADDRESS		MOBILE NUMBER

Trade Account Details

CREDIT LIMIT REQUIRED	ESTIMATED MONTHLY SPEND
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Trade References (1)

Supplier	Contact Phone	Email	Credit Limit

Trade References (2)

Supplier	Contact Phone	Email	Credit Limit

Trade References (3)

Supplier	Contact Phone	Email	Credit Limit

Consent for Credit Searches and Acknowledgement of Privacy Policy

I, hereby certify that I am authorized to act on behalf of the company applying for credit application in making this application for Trade Credit Terms with iQuip Group A.C.N: 617570699 and consent to iQuip Group undertaking Credit for the purpose of this application. I also acknowledge and agree to the Consent and Privacy agreement as follows.

The Customer authorises iQuip Group to:

- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer
- (b) use, disclose or exchange with other credit providers and iQuip Group information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts, and
- (c) disclose the contents of any credit report on the Customer to the Supplier and other Related Bodies Corporate of iQuip Group and any of their solicitors and mercantile agents.

If the Customer does not provide the information requested in this document, iQuip Group may be unable to process the application. iQuip Group complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

For further information and a complete copy of the iQuip Group Privacy Policy click [here](#).

Name: _____

Signature: _____

Date: ____/____/____

Initial: _____

Terms and Conditions of Trade

TERMS AND CONDITIONS OF THIS AGREEMENT

The applicant(s) apply to iQuip Group for credit on the terms and conditions set out below.

1. You warrant that all information you have given to us is true and correct
2. You agree to notify us within 7 days of any change affecting your legal entity, structure, management or control.
3. You agree that our terms and conditions of sale as in force from time to time apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchases and that any variation must be agreed by us in writing.
4. You agree to maintain a minimum spend of \$10,000 per annum.
5. You acknowledge that we may:
 - A. Refuse your application for credit facilities
 - B. Withdraw your credit facilities at our absolute discretion without prior notice.
 - C. Withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.
 - D. Withdraw your credit facilities if account is inactive for a period of six months.
6. This application is made to iQuip Group. (AUST), ABN 69200300844

6.1 You consent and agree that we may:

- A. Obtain a credit report from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you may make for commercial credit.
- B. Obtain information from any other credit providers from time to time for the purpose of reviewing and assessing your commercial credit worthiness.
- C. Disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facilities; and
- D. Collect and use any personal information as defined by the privacy act 1988 ("the act") for the purposes referred to in the iQuip Group privacy policy and 6.1 (A) and (C) above.

6.2 You acknowledge that the consents referred to in paragraphs 6.1 (A) to (D) above will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.

6.3 iQuip Group is bound by the act and the national privacy principles set out in the act. A written policy outlining how iQuip Group manages personal information may be obtained from: the privacy office, c/- iQuip Group, iQuip Group Int. (AUST) 91-115 Link Drive Campbellfield Victoria, 3061

7. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate. Any signatory of a proprietary company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.

8. In signing as the applicant, the signatory agrees to the terms and conditions of this agreement and the iQuip Group terms and conditions of sale

9. You acknowledge it is the right of iQuip Group to vary the terms and conditions of this agreement, and any subsequent agreements in relation to approved credit terms in writing at any time.

TERMS AND CONDITIONS OF SALE

Goods supplied by iQuip Group are supplied upon the following terms and conditions and not otherwise and iQuip Group expressly rejects any conditional sales order placed by the purchaser.

1. A contract is formed when iQuip Group has received an order and either sends the purchaser a written acceptance or dispatches goods pursuant to the order.
2. The price is that quoted by iQuip Group in respect of the particular order and not in any brochure or other product information published. Prices are ex-warehouse and are subject to GST where applicable. The purchaser shall arrange to bear the cost of delivery, freight and insurance unless otherwise negotiated by iQuip Group.
3. Despatch dates will be observed subject to iQuip Group ability to effect transport by available means.
4. No claims in reference to items covered by the invoice will be recognised unless made within 7 days of delivery. Invoice number and date must be quoted with all claims.
5. Payment is to be made within 30 days following the month in which the invoice is rendered and if not paid as aforesaid iQuip Group may charge interest at the current overdraft index rate plus the troublesome and unpaired asset rate published by the Commonwealth of Australia applicable to it commencing at the date of invoice. If it becomes necessary to use the service of a debt collection agency or to institute legal proceedings to recover unpaid debts to iQuip Group all discounts showing on unpaid invoices become null and void and the total list price showing becomes payable.
6. Costs - the customer is liable for all out-of-pocket expenses and all other reasonable expenses including debt commission and any other contingent expenses and legal costs

on a solicitor/own basis incurred by iQuip Group for enforcement of obligations and recovery of moneys due from the customer to iQuip Group.

7. Unless prevented by statute all implied terms, conditions and warranties are excluded. iQuip Group guarantees that the products will be free of defects but is not responsible for the use or misuse of the goods or the installations thereof by the user or third party. The purchaser's remedy for any breach of condition warranty or condition of goods shall be limited at the discretion of iQuip Group to the replacement of the goods and shall not include any consequential loss or damage in the event of any defect in or failure of the goods.

8. All goods are supplied subject to retention of title. The goods remain the property of iQuip Group until complete payment of all claims due to iQuip Group arising from all business transactions between iQuip Group and the purchaser is made. Prior to use or resale of goods the purchaser shall maintain them in an identifiable condition in store or on site. The purchaser may resell the goods in the ordinary course of business subject to maintaining iQuip Group rights against the goods and acting as fiduciary in recovering payment of the goods and segregating such proceeds for the account of iQuip Group until iQuip Group is paid in full. The purchaser assigns to iQuip Group any claims or rights against sub-purchasers in order to enable iQuip Group to make full recovery of monies owed to it in respect of the goods. In the event of failure of the purchaser to pay for the goods or in the event of the appointment of a receiver and manager, liquidator, agent in possession or execution of distress iQuip Group may enter the purchaser's premises or elsewhere where the goods are stored or installed and recover them or the appoint an agent in writing to do so and the purchaser acknowledges and guarantees such right of entry during normal business hours.

9. The Purchaser acknowledges that the retention of title is a security interest as defined in the Personal Property Securities Act 2009 ("PPSA"). The Customer undertakes to promptly sign any necessary document and provide any further information that may be reasonably required to register the Security Interest on the Personal Properties Securities Register. The Customer agrees that Sections 96, 115 and 125 of the PPSA do not apply to the security interest created by these terms and conditions.

10. Sales are governed by the law of Victoria. All disputes arising hereunder will be dealt with in the courts of Victoria and courts hearing appeals there from.

11. iQuip Group does not waive any of its strict legal rights in respect of these conditions or the goods and shall not be bound by any waiver made by its servants and agents on a particular occasion.

12. The purchaser hereby releases, indemnifies and defends iQuip Group from and against any losses, liabilities, claims, suits and costs caused by or arising out of the way in which the goods are packaged if the goods and any packages or containers in which they are contained are made in compliance with the purchaser's design or specification.

13. iQuip Group will not be responsible for any delay in or failure of performance of supply or delivery of goods caused by circumstances beyond its control including, but not limited to, strikes, lock-outs, labour disturbances, act of government, riot, civil war, commotion, fire, flood, failure of power supply or similar event and shall not be liable for any consequential loss, damage, expense or claim suffered by the purchaser or any other party as a result of any such event.

14. iQuip Group may in its absolute discretion accept return of standard products (but not special products) for credit of the purchaser provided that such products are returned to its warehouse unused, undamaged and in unmarked original packaging before the expiry of 60 days after their delivery to the purchaser and the purchaser agrees to pay a handling and administration charge equal to 15% of the price. No returns of special products will be accepted. No goods will be accepted without a goods return authority number from iQuip Group. Invoice number and dates must accompany all claims.

15. Invoices of all products (excluding spare parts) with a pre-tax value of less than \$75.00 will be invoiced at full list price with discounts being null and void.

16. Goods not supplied on original order will be back ordered and held at the discretion of iQuip Group unless advised otherwise and will be forwarded when stock is available or when next order is placed.

17. Any of these Conditions may be varied in writing by iQuip Group.

18. These conditions will not be varied unless iQuip Group agrees in writing.

Initial: _____

Acknowledgement

This section must be signed by:

- For single director companies, the sole director
- For companies with 2 or more directors, all directors
- For Sole Traders, the individual Sole Trader
- For Partnerships, all partners

I/we the undersigned acknowledge and agree to be bound by the terms and conditions of trade stated in this document.

Director/Trustee/Partner/Sole Trader Details

NAME

ADDRESS

SIGNATURE

DATE

Witness

NAME

ADDRESS

SIGNATURE

DATE

Director/Trustee/Partner 2 Details

NAME

ADDRESS

SIGNATURE

DATE

Witness

NAME

ADDRESS

SIGNATURE

DATE

Director/Trustee/Partner 3 Details

NAME

ADDRESS

SIGNATURE

DATE

Witness

NAME

ADDRESS

SIGNATURE

DATE

Complete and submit form to sales@iquip.com.au or fax 1300 478 479

Initial: _____

Personal Guarantee and Indemnity Agreement

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

IMPORTANT: This Personal Guarantee and Indemnity Agreement must be signed by all Directors or Proprietors in the presence of Independent Witnesses.

I/We, the **Guarantor(s)**, have requested the supplier to supply "**Customer**" With Goods & Services on Credit.

THE DEED OF GUARANTEE AND INDEMNITY IS MADE ON THE DATE SET OUT BETWEEN THE FOLLOWING PARTIES:

1. The guarantor described in the schedule and if more than one guarantor is described in the schedule each of these guarantors jointly and severally

2. iQuip Group Pty Ltd (AUST) 91-115 Link Drive Campbellfield Victoria, 3061 (the "creditor").

This deed witnesses that in consideration of the creditor agreeing to permit the debtors described in the schedule to purchase goods and services on credit, or to continue to purchase goods and services on credit, during the period of 30 days following the date of this deed and in mutual covenants contained in this deed, the guarantor and the creditor agree:

1. Guarantee

1.1 The guarantor unconditionally and irrevocably guarantees to the creditor and undertakes to process the due and punctual payment by the debtor of all the amounts payable by the debtor to the creditor on any account whatsoever. (The "guaranteed moneys")

1.2 In this deed guaranteed moneys means all the amounts which at any time for any reason or circumstances in connection with any agreement, transaction, document, instrument (whether negotiable or not), event, act, or omission, matter, or thing whatsoever, whether at law, in equity, under statute or otherwise (and whether or not of a type within the contemplation of the parties at the date of this deed):

A. Are payable, are owing but not currently payable, are contingently owing or remain unpaid by the debtor to the creditor on its own account or for the account of any person; or

1.3 If the debtor does not pay the guaranteed moneys on time and in accordance with any agreement, which imposes the obligation to pay it, then the guarantor agrees to pay the guaranteed moneys to the creditor on demand from the creditor (whether or not a demand has been made by the creditor on the debtor). A demand may be made by the creditor at any time and from time to time.

2. Indemnity

2.1 The guarantor indemnifies and must keep the creditor indemnified, on an actual indemnity basis, against any damages, loss, cost, charge or expense or payment that the creditor pays, suffers or incurs or is liable in respect of:

A. Any failure by the debtor duly and punctually to pay any amount payable by the debtor to the creditor on any account whatsoever; and

B. The liability of the debtor being unenforceable in whole or in part as a result of any lack of capacity, power or authority on the part of the debtor or any other reason.

3. Effect of guarantee and indemnity

3.1 The guarantee and indemnity set out in clause 1 and 2;

A. Are continuing obligations of the guarantor despite any settlement of account or the occurrence of any other thing and remain in force and effect until all amounts of any accounts whatsoever payable by the debtor to the creditor are paid in full;

B. Are separate and independent obligations of the guarantor and neither limits generality of the other;

C. Are not revoked by the guarantor ceasing to be a director and/or shareholder of; or ceasing to be otherwise associated with, the debtor; and

D. Are absolute, unconditional and irrevocable and will not be prejudiced or otherwise affected by anything which but for this cause might have that effect including but not limited to the creditor withdrawing or cancelling the credit of the debtor or not permitting the debtor to purchase goods and services on credit or refusing to supply goods and services to the debtor at any time, or indulgence to the debtor by the creditor, or any waiver by the creditor, or any other matter, event or circumstance that might otherwise prejudice or otherwise affect the guarantee and indemnity whether or not the guarantor consents thereto, and the guarantor waives in favour of the creditor all rights as surety and all rights subrogation.

4. Governing law

4.1 The laws of the state of Victoria govern all trading.

4.2 The creditor agrees with the sector to submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal courts of Australia and agree that any legal proceedings may be heard in those courts.

5. Caveat

I agree that this guarantee shall confer onto the creditor a caveatable interest and I hereby charge all of my real properties both present and future within the state of Victoria or elsewhere, for the better securement of my obligations under this guarantee.

Initial: _____

Personal Guarantee and Indemnity Acknowledgement

By signing 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. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of Independent Witnesses.

Guarantor

NAME

ADDRESS

SIGNATURE

DATE

Witness

NAME

ADDRESS

SIGNATURE

DATE

Guarantor

NAME

ADDRESS

SIGNATURE

DATE

Witness

NAME

ADDRESS

SIGNATURE

DATE

Complete and submit form to sales@iquip.com.au or fax 1300 478 479

Initial: _____