

# DuctTech Pty Ltd

## APPLICATION FOR THIRTY (30) DAY CREDIT FACILITIES

To: DuctTech Pty Ltd. (ABN 17 133 060 081) 302-304 Boundary Road, Dingley, Victoria 3172

Phone: (03) 8555 3003      Fax: (03) 8555 3081

Please complete all sections to avoid delays in processing. If space is insufficient, attach details

Trading Name of Business: .....

Registered Name of Business: .....

ABN No.: .....

Trading Address Registration No.: .....

Suburb: ..... State: ..... Postcode: .....

Postal Address: .....

Suburb: ..... State: ..... Postcode: .....

Phone No.: (    ) ..... Fax No.: (    ) ..... Mobile: .....

Postal Office Address: .....

Suburb: .....

Is the business a subsidiary, holding company, or subject of a trust? (give details)

Years Trading: ..... No. of Employees: ..... Anticipated monthly purchases: \$ .....

What is the primary nature of your business? .....

Has any applicant traded with DuctTech Pty Ltd previously?

List any Guarantees / Security given on assets: .....

List any legal actions against business: .....

Please attach a current balance sheet, profit & loss account and accompanying notes.

If not available, please complete the following, based on your most recent financial statements:

Stock:            \$ ..... Debtors:            \$ ..... Creditors:            \$ .....

Total Sales:    \$ ..... Net Profit:            \$ ..... Gross Profit:        \$ .....

Total Assets:    \$ ..... Total Liabilities: \$ ..... Net Assets:            \$ .....

Trade reference: MAJOR suppliers to support your limit request

Company	Address	Tel.	Fax
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Name & residential address of each direct / principal:

Name	Private Address	Tel	Fax
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

I/We, the undersigned, being Sole trader/partner/director/trustee of:

Certify the above confidential information in support of our credit application to be true and, accurate and hereby personally request DuctTech Pty Ltd to supply me/us/our company on credit such order as requested. In consideration of DuctTech Pty Ltd carrying out such orders. I/We acknowledge and agree to abide by the trading terms of DuctTech Pty Ltd as set out in the attached Terms & Conditions of Sale.

Signed: ..... Position: ..... Date: .....

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Signed: ..... Position: ..... Date: .....

**GUARANTEE AND INDEMNITY  
TO: DUCTTECH PTY LTD**

IN CONSIDERATION of the supply of goods or services to (Company Name) \_\_\_\_\_

\_\_\_\_\_ (“Purchaser”)

\_\_\_\_\_  
(Please print full name) (Guarantor)

\_\_\_\_\_  
(Please print full name) (Guarantor)

\_\_\_\_\_  
(Please print full name) (Guarantor)

\_\_\_\_\_  
(Please print full name) (Guarantor)

CONVENANTS with DuctTech Pty Ltd as follows:

1. The guarantor guarantees the due and punctual;
  - (a) Payment by the Purchaser to DuctTech Pty Ltd of all moneys (“Money”) which the Purchaser may now or in the future be liable to pay to DuctTech Pty Ltd actually or contingently for or in connection with the supply of goods or services (“Products”) by DuctTech Pty Ltd to the Purchaser, and
  - (b) observance and performance by the Purchaser of the Purchaser’s obligations under the terms and conditions of supply of the Products (“Obligations”); and indemnifies DuctTech Pty Ltd against all loss (including unpaid Moneys) and damage suffered or incurred by DuctTech Pty Ltd by reason of failure to pay the Moneys or to observe or perform to Obligations.
2. If there is more than one Guarantor, “Guarantor” means all of them collectively and each of them individually and the Guarantor’s covenants are joint and several.  
“Co-Surety” includes any other person named as Guarantor or who otherwise guarantees payment of the Moneys.
3. The deed is a continuing and irrevocable guarantee and indemnity until the Guarantor is expressly released by DuctTech Pty Ltd and is not discharged by any intermediate payment or settlement of accounts.
4. The Guarantor’s obligations under this deed are not affected by anything which might otherwise affect them under the law relating to sureties including:
  - (a) any change in the legal capacity, rights or obligations of the Guarantor, the Purchaser, a Co-surety or any other person; or
  - (b) the fact that, in relation to any Money’s or any security, guarantee or indemnity for them, DuctTech Pty Ltd:
    - (i) obtains a judgement against the Purchaser, a Co-surety or any other person; or
    - (ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with security, guarantee or indemnity; or
    - (iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of the Purchaser, a Co-surety or of any person; or
    - (iv) receives any dividends out of the estate or assets of the Purchaser, a Co-surety or of any person; or
  - (c) the fact that any security, guarantee or indemnity held or taken by DuctTech Pty Ltd is void, defective or informal or ranks after any other security or obligation for any reason; or
  - (d) the death, mental or physical disability or insolvency of the Purchaser, or Co-surety or of any person; or
  - (e) a variation or extension to, or a stopping replacement or refusal of any credit or other arrangement (including an increase in any other credit or a variation in the terms of supply of Products) given to the Purchaser whether with or without the Guarantor’s consent or knowledge; or
  - (f) the fact that any Moneys may not be recoverable from the Purchaser, a Co-surety or any other person for any reason; or
  - (g) the cessation of business by any firm or partnership which the Purchaser or the Guarantor comprises or any change in its membership.
  - (h) any deed of Administration which has been accepted by the majority of creditors under Corporate Law.
5. The obligations of the Guarantor under this deed are principal obligations and DuctTech Pty Ltd is not required to take action first against the Purchaser or make demand first against the Purchaser or to marshal its security.
6. The Guarantor shall not prove or claim in the assets of the Purchaser in competition with DuctTech Pty Ltd if the Purchaser is made bankrupt, wound up or makes a deed or arrangement, composition or compromise in satisfaction of its debts or (being a natural person) dies. If directed by DuctTech Pty Ltd the Guarantor shall lodge a proof of debt and shall hold any distribution or payment received on trust for DuctTech Pty Ltd.
7. The Guarantor charges as beneficial owner and as trustee of every trust all the Guarantor’s land (including land acquired in the future) in favour of DuctTech Pty Ltd to secure the payment of the Moneys and the performance and observance of the Guarantor’s covenants under this deed. In this clause “trust” means each trust for which the Guarantor holds land as trustee.
8. This deed is binding on the Guarantor and the Guarantor’s executors, administrators and successors.
9. The Guarantor shall pay all DuctTech Pty Ltd’s costs, fees and expenses associated with this deed and the enforcement of this deed and all stamp duty on this deed.
10. A certificate signed by an employee of DuctTech Pty Ltd whose title includes the word “manager” stating the amount of the Money due and owing or any other matter or fact is conclusive evidence of that amount or other matter or fact as at the date stated save for any manifest error.
11. The Guarantor fully understands the risks associated with this deed and freely elects to execute this deed.

EXECUTED as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED by \_\_\_\_\_

SIGNED by \_\_\_\_\_

in the presence of: \_\_\_\_\_

in the presence of: \_\_\_\_\_

SIGNED by \_\_\_\_\_

SIGNED by \_\_\_\_\_

in the presence of: \_\_\_\_\_

in the presence of: \_\_\_\_\_