



SMARTSLAB Pty Ltd
ABN 84091346262

PO Box 2697
Bowral NSW 2576

Ph. 02 48694221
Fax. 02 48615548
Email. sales@smartslab.com

CREDIT ACCOUNT APPLICATION

APPLICANT

Name:

ABN:

Status	Sole Trader	()	Limited Company	()
	Partnership	()	Government Dept.	()
	Proprietary Co.	()	Incorp. Assoc.	()

Business Address:

.....

Telephone: Facsimile

Postal Address:

Delivery Address:

Registered Office:

Telephone:

DETAILS OF SOLE TRADER / PARTNERS / DIRECTORS

Name: Telephone:

Address:

Name: Telephone:

Address:

Name: Telephone:

Address:

BUSINESS DETAILS

Nature of Business:

Established:

Builders Licence Number: Drivers Licence:
(Sole Trader)



SMARTSLAB Pty Ltd
ABN 84091346262

PO Box 2697
Bowral NSW 2576

Ph. 02 48694221
Fax. 02 48615548
Email. sales@smartslab.com

Company Authorised Capital: \$..... Paid Up Capital: \$.....

Is the company trustee for a trading trust? (YES / NO)

Bank: Branch: Telephone:

TRADE REDERENCES FROM 3 MAIN SUPPLIERS

1. Name: Telephone:

Facsimile:

2. Name: Telephone:

Facsimile:

3. Name: Telephone:

Facsimile:

AMOUNT OF MONTHLY CREDIT REQUIRED: \$.....

TERMS AND CONDITIONS

1. I / We accept that the normal payment terms are 30 days from the end of the purchase month.
2. I / We accept that interest is payable at current bank overdraft rates on any overdue amount on the account and undertake to pay debt collection expenses incurred in recovering overdue amounts.
3. I / We accept that any interest and expenses that may be recovered as a liquidated debt and this agreement is deemed to be made at the office of Smartslab Pty. Limited and any legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court in the state of New South Wales.
4. I / We accept that property in the goods shall remain vested in the seller and shall not pass to the buyer until the buyer has paid the purchase price in full, plus sales tax where applicable. Not withstanding the foregoing, it is agreed that the goods are at the entire risk of the buyer from the time of delivery.

I declare the above information to be correct and agree to accept the Terms and Conditions of trading.

Signature of Authorised Officer

Signature of Witness

Name in Full

Name in Full

Title

Address



SMARTSLAB Pty Ltd
ABN 84091346262

PO Box 2697
Bowral NSW 2576

Ph. 02 48694221
Fax. 02 48615548
Email. sales@smartslab.com

Smartslab Pty Limited
GUARANTEE

TO: SMARTSLAB PTY LIMITED ("THE SUPPLIER")
ABN: 84 091 346 262

OF: PO Box 2697 Bowral NSW 2576

CUSTOMER OR APPLICANT'S NAME:

OF:

ABN:

In consideration of the Supplier, at the request of the Signatory or Signatories to this document (individually and collectively called "The Guarantor") agreeing to grant credit to the Customer, the Guarantor HEREBY GUARANTEES to the Supplier the due and punctual payment of all monies owing on any account by the Customer to the Supplier and without limiting the generality of the foregoing the Guarantor hereby further guarantees the due performance of the Customer of each and every obligation, whether present or future, contingent or actual, on the part of the Customer to be observed and performed under any credit agreement and any other agreement in respect of the supply of goods by the Supplier to the Customer and the Guarantor further agrees, undertakes and acknowledges as follows:

- a) The obligations of the Guarantor hereunder shall not be prejudiced, diminished or effected by:
 - i) Any other guarantee or any security or specialty instrument (negotiable or otherwise) which the Supplier may now or hereafter hold in respect of any monies hereby guaranteed or any judgement obtained by the Supplier or any release, discharge, modification or dealing with any such guarantee, security, specialty instrument or judgement;
 - ii) Any omission or delay on the part of the Supplier, or any time or indulgence granted to the Customer or any Guarantor or other person or any compromise compounding arrangement with or release of the Customer or any Guarantor or other person by the Supplier, or whether or not the consent of the Guarantor to any of the foregoing shall have been obtained or notice thereof given to the Guarantor;
 - iii) Any variation in the terms of trade of the Supplier or any other variation of the obligations of the Customer to the Supplier (whether with or without notice to the Guarantor) and it is agreed that this guarantee shall extend to such obligations so varied;
 - iv) The liquidation, receivership or other administration in insolvency of the Customer or any Guarantor.
- b) The Guarantor will not at any time claim the benefit of or seek or require the transfer of any guarantee or security which may be held by the Supplier in respect of the monies hereby guaranteed.
- c) The Supplier may trust the Guarantor as principal debtor and the Guarantor hereby waives all rights as surety, legal, equitable or otherwise, which may at any time be inconsistent with this paragraph or any other provision of this guarantee.
- d) Any notice or demand hereunder may be signed on behalf of the Supplier by any of its managers or officers or by its Solicitors and may be served by leaving the same or posting same to the address of the Guarantor as set out in this document or such other address as may be notified to the Supplier by the Guarantor in writing from time to time provided that the giving of any notice shall not be a condition precedent to the liability of any Guarantor hereunder.



SMARTSLAB Pty Ltd
ABN 84091346262

PO Box 2697
Bowral NSW 2576

Ph. 02 48694221
Fax. 02 48615548
Email. sales@smartslab.com

- e) No failure on the part of the Supplier to exercise any of its rights, powers, discretions and remedies under this guarantee or at law, or any delay on its part in exercising any of such rights, discretions, powers and remedies, shall operate as a waiver thereof, nor shall any single or partial waiver of any such rights, powers, discretions and remedies preclude any further or other exercise of such rights or the exercise of any other rights and any waiver or consent by the Supplier is effective only if in writing signed by the Supplier or a manager or officer of the Supplier and then only to the extent expressly stated in such writing.
- f) As a separate and independent agreement, for the consideration previously set out, the Guarantor agrees with the Supplier that in the event that for any reason the whole or any part of the monies guaranteed shall not be recovered or recoverable from the Guarantor pursuant to the guarantee contained herein and (without limiting the generality of the foregoing) whether by reason of any legal limitation, disability or incapacity on the part of the Customer, or any other fact or circumstance whether known to the Supplier or not, the Guarantor shall indemnify and keep indemnified the Supplier at all times hereafter against all loss and damage which the Supplier may suffer or incur by reason of such monies guaranteed not being recovered or recoverable.
- g) Until the Supplier shall have received one hundred cents in the dollar in respect of the monies hereby guaranteed the Guarantor agrees:
 - i) In the event of liquidation of the Customer, or the administration, receivership or the official management of the affairs of the customer, not without prior consent of the Supplier to lodge any proof of debt or similar claim in respect of any debt or liability from the Customer to the guarantor on any account whatsoever, nor to enforce any security held by the Guarantor in respect of the Customer but to hold in trust for the Supplier any such debt or liability and any rights of proof or any benefits in respect thereof and any such security as aforesaid:.
 - ii) If requested by the Supplier to lodge a proof of debt or similar claim in any such administration and to enforce any such security and to execute all such documents and do such things as the Supplier may require to enable the Supplier to have and receive the benefit of or arising from any such proof of claim or security.
- h) The Guarantor agrees that:
 - i) The Supplier may seek from a credit reporting agency a credit report containing personal information about the Guarantor to decide whether to accept the Guarantor as a Guarantor for credit applied for or provided to the Customer: and,
 - ii) If The Supplier approves the Customer's application for credit this agreement shall remain in force until the credit facility covered by the Customer's application ceases, and until all amounts owing to the Supplier by the Customer have been duly paid.
- i) The expression "the Guarantor" shall mean when the Guarantor consists of one person or company, the heirs, executors, administrators and assignee of such person and the successors in law of such company. When the Guarantor consists of two or more persons or companies the persons or companies who have executed this agreement agree to be bound jointly and each of them severally together with their respective heirs, executors, administrators, assigns or successors in law.



SMARTSLAB Pty Ltd
ABN 84091346262

PO Box 2697
Bowral NSW 2576

Ph. 02 48694221
Fax. 02 48615548
Email. sales@smartslab.com

IN WITNESS WHEREOF the parties hereto have executed this Guarantee under hand on

DATED the day of

GUARANTOR: _____
SIGNED

GUARANTOR: _____
FULL NAME

GUARANTOR: _____
ADDRESS

WITNESS: _____
SIGNED

WITNESS: _____
FULL NAME

WITNESS: _____
ADDRESS