



Application for Trade Credit

CUSTOMER DETAILS

ABN: _____
ACN: _____
(If applicable)
Company Name: _____
(If applicable)
Trading Name: _____
Date Established: _____

Annual Turnover: _____
Number of Employees: _____
Entity Type: _____
Business Industry: _____

Telephone: _____
Fax: _____
Email: _____

Estimated monthly Spend: _____

ADDRESS & INVOICE DETAILS

Delivery Address
Street: _____
Suburb: _____
State: _____

Postal Address
 The postal address is the same as delivery address
Street: _____
Suburb: _____
State: _____

Receive Invoices and Monthly Statement By:

Email: _____
Fax: _____

CONTACT DETAILS

Primary Account Holder

Title: _____
First Name: _____
Last Name: _____

Email: _____
Contact Telephone: _____

Secondary Account Holder

Title: _____
First Name: _____
Last Name: _____

Email: _____
Contact Telephone: _____

The nominated Account Holder shall be the authorised officer on behalf of the Customer for all purposes in respect of this Application and all subsequent transactions between the Customer and KF Plastics Pty Limited
ABN 93 002 056 788



Application for Trade Credit

TRADE REFERENCES

Reference 1

Company: _____

Email: _____

Contact Name: _____

Phone: _____

Reference 2

Company: _____

Email: _____

Contact Name: _____

Phone: _____

Reference 3

Company: _____

Email: _____

Contact Name: _____

Phone: _____

GUARANTEE BY DIRECTORS

Customer Company: _____ ABN # _____

In consideration of **KF Plastics Pty Ltd** (KFP) agreeing to supply goods and or services to the Customer on credit, I/We and our executors, administrators and assigns hereby guarantee to KFP the due payment of all monies which are now or shall hereafter become due and owing to KFP by the Customer on any account whatsoever and in particular for credit extended to the Customer.

This Guarantee shall be a continuing Guarantee and shall not be terminated by either the death of any of us or any form of financial administration or liquidation of the Customer or by any time or other indulgence granted to the Customer or variation of the terms of trading between KFP and the Customer.

KFP shall be at liberty without notice to us or the Customer at any time and without in any way discharging us from any liability hereunder to grant time or other indulgences to the Customer and to claim against the Customer and/or me/us the Guarantors or any one or more of us in all respects as though I/we the Guarantors were jointly and severally liable with the Customer.

Dated this _____ day of _____ year _____

If the company has two or more directors, at least two directors are required to sign the below:

1- Director full name: _____ Director's signature: _____

Witness Full name: _____ Witness's Signature: _____

2- Director full name: _____ Director's signature: _____

Witness Full name: _____ Witness's Signature: _____

TERMS OF CREDIT

1. In applying for credit with KF Plastics, I/we (who in these terms will be referred to as "the customer") acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by KF Plastics at its discretion and advised to the Customer. For the avoidance of doubt, any variation of the terms and conditions will apply only to the credit granted to the customer after such variation.
2. Payment terms are "End of Month Net 30 Days", payment being due within 30 days from the end of the month of invoice unless alternative terms are agreed upon by KF Plastics in writing. Account payments are not subject to any settlement discount.
3. Credit limit approved by KF Plastics and advised to the applicant must not be exceeded. KF Plastics periodically reviews its credit limits. By signing these Terms of Credit, the Customer permits KF Plastics to review and revise its credit limit from time to time. KF Plastics may increase or reduce the Customer's credit limit at the Customer's specific request. KF Plastics may also reduce the Customer's credit limit without approval, but KF Plastics will not reduce the Customer's credit limit below the outstanding balance on the account at the time of the reduction without prior communication with the customer.
4. Ownership in goods invoiced remains with KF Plastics and does not pass to the Customer until payment is made in full. Notwithstanding the ownership in the goods remaining with KF Plastics until full payment is made, risk in the goods passes to the Customer immediately upon departure from 90 Vore Street Silverwater NSW Australia. The customer agrees to offer any and all reasonable assistance to KF Plastics, should KF Plastics choose, in its sole discretion, to register KF Plastics' interest in any such goods on the Personal Property Security Register.
5. The Customer must not, re-sell or offer for sale any goods purchased from KF Plastics for which the customer has not made payment in full without the written permission of KF Plastics and subject to any additional terms imposed by KF Plastics. The customer will hold any proceeds arising from a sale of the goods in contravention of this paragraph on trust for KF Plastics.
6. KF Plastics, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.
7. KF Plastics may at any time set-off amounts owed by KF Plastics to the Customer from the amounts owed by the Customer to KF Plastics. KF Plastics will ordinarily apply payments against the oldest outstanding amount due.
8. The Customer indemnifies and holds harmless KF Plastics and officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
9. So far as the law permits, the liability of KF Plastics for a breach of a condition or warranty that cannot be excluded is limited, at the option of KF Plastics to:
 - a. The replacement or repair of the goods;
 - b. The supply of equivalent goods; or
 - c. The cost of replacing or repairing the goods or of acquiring equivalent goods
10. KF Plastics may disclose information in connection with this credit application to a credit reporting agency. Such disclosure will be in accordance with the *Privacy Act 1988* and the Credit Reporting Code of Conduct and National Privacy Principles. To the maximum extent permissible by law KF Plastics is not liable in defamation, negligence and/or any other action or claim in connection with any such disclosure to a credit report agency.
11. KF Plastics is not liable for any costs incurred in the completing of this Credit Application form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, terms and Conditions, credit facility or guarantee.
12. Directors Guarantee – If you are a body corporate, KF Plastics will require your directors or officers to guarantee repayment of the balance of the credit facility.
13. Confidentiality of your information – Except as required by law, KF Plastics will only use or disclose your personal information as necessary for the credit facility – for example, to Accounts Receivables staff, to external auditors, to a credit reporting agency.
14. **Default** – if you and/or any guarantor:
 - a. Obtain credit by fraud or dishonesty; or
 - b. Allows the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
 - c. Breach any of these terms and conditions; or
 - d. Being an individual commit an act of bankruptcy or become insolvent under administration; or
 - e. Become an externally-administered body corporate or have an application for winding-up filed against you; or
 - f. Use the credit facility in circumstances where KF Plastics believes that the continued use of the credit facility may cause loss or damage to you or KF Plastics; or
 - g. Any person who has guaranteed your obligations under the credit facility purports to withdraw his, her or their guarantee,
15. In the event of any act of default outlined in paragraph 14 then KF Plastics may close or suspend the credit facility. If the credit facility is closed or suspended then KF Plastics may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.



Application for Trade Credit

I/We agree to the Terms and Conditions set out in this Application for Credit. In particular I/We agree to:

1. KF Plastics Terms of Credit; and,
2. KF Plastics checking my/our credit history with an external credit reporting agency.

Executed on _____ (date) for _____ (business/company name) by:

(Fill in the following if you are not signing on behalf of a company)

Signed on behalf of _____ by

(Signature) _____

(Name) _____

(Fill in the following if two directors or a director and secretary are signing on behalf of the Applicant which is a company)

(Signature) _____

(Signature) _____

(Name) _____

(Name) _____

(Director/Secretary) _____

(Director/Secretary) _____

OR

(Fill in the following if you are authorized to sign on behalf of the Applicant which is a company)

(Signature) _____

(Signature) _____

(Name) _____

(Name) _____

(Witness) _____

(Director/Secretary) _____