

# APPLICATION TO VICMESH PTY LTD ("VICMESH") FOR 30-DAY CREDIT ("CREDIT APPLICATION")

Full Name				
			ACN/ABN	
Company	Sole Trader	Partnership		
Phone		FAX		
Mobile Phone				
Business Address _				
Postal Address				
Type of Business _				
		How long in Buiness		
Name of Bank		Branch		
Accounts Payable (	Contact		Phone	

## NAMES AND ADDRESSES OF INDIVIDUALS, PARTNERS OR DIRECTORS

Full Name	
	Mobile Phone
FAX	Email
Date of Birth	Drivers License No
Person 2	
Full Name	
	Mobile Phone
FAX	Email
Date of Birth	Drivers License No
Person 3	
Full Name	
Phone	Mobile Phone
FAX	Email
Date of Birth	Drivers License No

Please check that you have completed all details required to ensure your application can be processed.



### TRADE REFERENCES

Please check all information is correct and that the company are happy to provide a Trade Reference.

Company 1		
Company Name		
Phone	Email	
Company 2		
Company Name		
Phone		
Contact Name		
Company 3		
Company Name		
Phone		
Contact Name		

#### DECLARATION

IN MAKING THIS CREDIT APPLICATION I/WE DECLARE THAT:

- 1. ALL STATEMENTS MADE BY ME/US IN THIS CREDIT APPLICATION ARE TRUE, ACCURATE AND COMPLETE IN EVERY PARTICULAR.
- 2. WE DECLARE THAT THE APPLICANT COMPANY IS SOLVENT AND ABLE TO PAY ITS DEBTS WHEN DUE AND PAYABLE, AND WE AGREE TO PROVIDE UPON THE REQUEST OF VICMESH, UPTO DATE AND ACCURATE FINANCIAL ACCOUNTS AND RECORDS OF THE COMPANY TO DEMONSTRATE ITS FINANCIAL POSITION INCUDING ACCOUNTING RECORDS (INCLUDING BUT NOT LIMITED TOO PROFIT AND LOSS STATEMENTS, BALANCE SHEETS AND TAXATION RETURNS AND BANK STATEMENTS). SUCH REQUEST MAY BE MADE PRIOR TO AND AFTER EXECUTION OF THIS APPLICATION AND WE AGREE TO PROVIDE SAME WITHIN 7 DAYS OF SUCH A REQUEST BEING MADE.
- **3.** I/WE AGREE THAT VICMESH MAY SEEK FROM AND/OR PROVIDE A CREDIT REPORTING AGENCY, A CREDIT REPORT CONTAINING PERSONAL INFORMATION ABOUT ME/US TO ASSESS ME/US IN REGARDS TO THIS CREDIT APPLICATION.
- 4. I/WE ARE AUTHORISED ON BEHALF OF THE ABOVE NAMED COMPANY/ENTITY TO COMPLETE AND SIGN THIS CREDIT APPLICATION.
- 5. I/WE HAVE READ THE TERMS AND CONDITIONS SET OUT IN THIS CREDIT APPLICATION AND AGREE TO ABIDE BY THE SAME.
- 6. I/WE WILL ABIDE TO PAYMENT TERMS OF STRICTLY 30 DAYS, UNLESS OTHERWISE AGREED IN WRITING.

#### ALL NAMED INDIVIDUALS, PARTNERS OR DIRECTORS TO SIGN:

Please check all information is correct and that the company are happy to provide a Trade Reference.

#### Person 1

Print Name	Signature
Position	Date
Person 2	
Print Name	Signature
Position	Date
Person 3	
Print Name	Signature
Position	Date
Witness	
Print Name	Signature
Residential Address	
Postcode	Date



## **DEED OF GUARANTEE**

I/WE THE UNDERSIGNED COMPANY DIRECTOR(S) (THE "GUARANTOR(S)"), IN CONSIDERATION OF VICMESH (TOGETHER WITH ITS SUCCESSORS OR ASSIGNS IN LAW) GRANTING CREDIT TO AND AGREEING TO SUPPLY GOODS AND/OR SERVICES TO

(COMPANY NAME & ABN)

(HEREIN REFERRED TO AS THE COMPANY) DO HEREBY JOINTLY AND SEVERALLY GUARANTEE THE DUE AND PUNCTUAL PAYMENT BY THE COMPANY OF ALL DEBTS TO BE PAID TO VICMESH EITHER NOW OR WHICH MAY BECOME PAYBLE IN THE FUTURE, HOWSOEVER ARISING (THE "SECURED MONIES") AND THE GUARANTOR(S) LIABILITY TO VICMESH UNDER THIS GUARANTEE SHALL NOT BE LIMITED TO ANY AMOUNT AND IT IS HEREBY FURTHER AGREED AS FOLLOWS:

- 1. That the Guarantors agree (in provision of this Guarantee) to provide upon request to Vicmesh, a Statement of Assets and Liabilities ("The Statement") within 14 days of execution of this Guarantee detailing all personally held assets of each Guarantor and all liabilities. In the event a Guarantor sells, or otherwise disposes of an asset as detailed within the Statement, the Guarantor must notify Vicmesh within 14 days of such disposal by provision of an up to date Statement
- 2. The Guarantor(s) hereby charge all their real and personal property for the Company's indebtedness to Vicmesh. The Guarantor agrees that Vicmesh may at its discretion, register a security interest with respect to any asset so disclosed within the Statement to secure the obligation of the Company and the Guarantor with respect to the secured monies and this Guarantee. The form and nature of the registration of security may include a caveat over real property, and the registration upon the PPSR of a security interest with respect to other assets as detailed within the Statement. By execution of this Guarantee, the Guarantor provides consent for such registration of security.
- 3. The secured monies shall include collection fees, legal costs and any other costs that are incurred by Vicmesh in connection with a default by the Company of its obligation to pay the secured monies.
- 4. The Guarantor(s) hereby indemnify Vicmesh against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Company with respect to the secured monies.
- 5. This Deed of Guarantee shall be a continuing guarantee for all debts whatsoever and whenever contracted with the Company and occurring and shall not be in anyway waived or affected by any time or indulgence granted by Vicmesh to the Company.
- 6. Vicmesh may exercise its right under this Deed of Guarantee at any time and the Guarantor(s) shall pay the amount of indebtedness in respect of the Company's account to the date of any demand to the last known address of each or all Guarantor(s). It shall not be a condition precedent to the issue of any such demand that Vicmesh shall have exercised or exhausted its legal rights against the Company.
- 7. Vicmesh may in its absolute discretion and without giving notice to the Company refuse further supplies or credit, or give time for payment or compromise with the Company in respect of the Company's indebtedness.
- 8. All dividends and payments received from the Company or from a receiver or liquidator of the Company or otherwise shall be applied as payments in gross to Vicmesh and the Guarantor(s) shall not be entitled to prove in the receivership or liquidation until Vicmesh has received the full amount of its claims against the Company and/or the Guarantor(s) and this Deed of Guarantee shall be security for the payment of any ultimate balance that may remain due to Vicmesh
- 9. No cheques, bill of exchange or promissory notes received by Vicmesh on account of any indebtedness of the Company to Vicmesh shall be regarded as satisfaction or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
- 10. Vicmesh shall be entitled to assign its rights under this Deed of Guarantee to its successors, nominated transferors, assigns, and further vary the terms of credit or terms and conditions attached to this credit application form without notice to the Guarantor(s), and this Deed of Guarantee shall not be in any way affected or discharged pursuant to such assignment or variation.
- 11. The terms of this Deed of Guarantee are jointly and severally binding on each and every Guarantor(s) and shall be effective notwithstanding that one or more of the intending co-Guarantors have not executed this Deed of Guarantee or that this Deed of Guarantee has been held to be ineffective or unenforceable against one or more Guarantor(s).
- 12. If the Guarantor(s) are not directors of the Company, they certify that they have obtained independent commercial, financial and legal advice in relation to the terms of this Deed of Guarantee.
- 13. The Guarantor(s) agree that in the event that Vicmesh approves the Company's application for credit, this Deed of Guarantee remains in force until the credit facility covered by the Company's application ceases.
- 14. The Guarantor(s) agree that a statement of indebtedness from Vicmesh, to the Company or the Guarantor(s), is binding and conclusive except in the event of manifest error.
- 15. The Guarantor(s) agree that this Deed of Guarantee and any claim or dispute between Vicmesh, the Company and/or the Guarantor(s) shall be governed by the law of the state of Victoria in the Commonwealth of Australia.



THIS DEED OF GUARANTEE IS EXECUTED AS A DEED POLL AND IS A BINDING LEGAL OBLIGATION ON THE GUARANTOR(S)

Company N	lame
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Dated this	day of		20
Guarantor Signature		Witness Signature	
Full Name of Guarantor		Full Name of Witness	
Address		Address	
Occupation of Witness (Indicate Director/Shareholder etc.)			
Dated this	day of		20
Guarantor Signature		Witness Signature	
Full Name of Guarantor		Full Name of Witness	
Address		Address	
Occupation of Witness (Indicate Director/Shareholder etc.)			

## VICMESH ACCOUNT APPLICATION CHECKLIST

- Check Entity Name
- · ABN & ACN to be filled
- · ABN of Trustee of Trust to be provided in case of trust
- Credit Limit Requested
- Trade Reference to be provided
- Directors Signature
- Witness details on page 2 & 4
- · Deed of Guarantee Signed or crossed
- · Company name on Page 3
- Signature on Page 4
- Terms and Conditions initialled (1-4) to be sent with application.

Please email the completed Application to msharma@vicmesh.com.au

Once the Application has been verified we will request you to Post the Original Application to the below address: 80-84 Ventura Place, Dandenong, VIC 3175

