

Credit Application Form



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Read carefully and complete using block letters. If more space is required to answer questions please attach an additional sheet. All questions must be completed and will be treated confidentially. **Fax to Defab on +61 3 9305 1377 and mail duly signed original to PO Box 28, Somerton VIC 3062 Australia**

Full Company Name / Trading Name / Registered Business Name (the Customer)					ABN	ACN
Name of Trust (if applicable)						
Business Structure (Please Circle)					Commencement Date	
Proprietary Limited	Public Company	Trust	Partnership	Sole Trader		
Registered Address		Postal Address		Delivery Address		
Telephone Number		Facsimile Number		Company Email Contact		
Type of Business		Are you a branch or subsidiary of another entity?		Yes		No
Previous Business Experience						
Bankers		Branch		Business Property / Premises		
				Owned Mortgaged Leased		
Have securities been given over any assets?		If YES, Details				
Yes No						
Approximate Credit Required		Will you accept part deliveries?		Will you accept substitutions?		
\$		Yes No		Yes No		
Trade Reference (1)		Trade Reference (2)		Trade Reference (3)		
Address (1)		Address (2)		Address (3)		
Telephone Number (1) Facsimile Number (1)		Telephone Number (2) Facsimile Number (2)		Telephone Number (3)		Facsimile Number (3)

30 Somerton Park Drive, Campbellfield VIC Australia 3061
Tel: +61 3 9305 3988 Fax: +61 3 9305 1377
Email: receivables@defab.com.au www.defab.com.au

This Credit Application must be completed in full with no alterations or deletions. Any such alterations or deletions may, in the sole discretion of Defab Weavers Pty. Ltd. (ACN 005 189 319) and Defab Weaving Pty Ltd (ACN 603 261 810) (**Group**), void the application and a new form will have to be completed.

By signing this Credit Application each signatory, for and on behalf of the Customer (except in relation to (h) below):

- (a) applies for an account with the Group on the terms contained in this Credit Application;
- (b) acknowledges and agrees that the terms and conditions attached to this Credit Application (which include security provisions) will govern the provision of any goods or services by the Group to the Customer;
- (c) acknowledges and warrants that the signatory has read and understood this document (including the attached terms and conditions) and has been advised, and been given a reasonable opportunity, to seek independent legal advice;
- (d) acknowledges and warrants that the information given in support of this application is true and correct;
- (e) acknowledges that completing and submitting this Credit Application does not infer that an account will be granted by the Group and that the Group reserves the right to refuse an application for an account to any applicant without explanation;
- (f) acknowledges that the Group reserves the right to suspend or withdraw the account at any time without reason or notice;
- (g) warrants that it is, and each director/partner/proprietor referred to in this Credit Application is and the Customer is solvent and can each pay their respective debts as and when due, and no steps have been taken to place any of them in bankruptcy, voluntary administration, liquidation, receivership or receivership and management and will promptly notify the Group of any material changes to the financial position of any of those persons; and
- (h) acknowledges and warrant that it is authorised to sign on behalf of the Customer and to bind the Customer in contract.

In consideration of the Group granting an account in accordance with this Credit Application, the Customer undertakes to pay all amounts owing to the Group in accordance with the standard terms and conditions attached to this Credit Application.

Notice of use and disclosure of personal information

In providing an account and/or its goods and services, the Group may collect, hold, use and disclose personal information, including credit related personal information and personal information collected from you, the Customer, or a third party, in accordance with the Group's Privacy Policy available at <http://www.defab.com.au/privacy-policy/> or otherwise on request. The Group's Privacy Policy sets out how the Group will collect, hold, use, disclose and otherwise manage personal information. The individual(s) about whom the Group may need to collect, hold, use and disclose personal information may include a Customer or a Customer's director(s) or other individual(s) relevant to the Customer's application (**Relevant Individuals**). In particular, the Group may require personal information about Relevant Individuals for the purposes set out in the Group's Privacy Policy, including the purposes of assessing applications for an account. This may include the Group disclosing a Relevant Individual's personal information to, and obtaining personal information from, a credit reporting body who provides information to the Group (such as Dun & Bradstreet (Australia) Pty Ltd and Veda Advantage Information Services and Solutions Limited) or the trade references provided by the Customer or for the purpose of assessing a Customer's application for an account and their ability to make payment of all amounts due by the Customer to the Group.

The Group may also disclose a Relevant Individual's personal information to the Customer or the Customer's or Group's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party services providers that assist the Group or Customer with the provision of goods, services and/or administrative requirements, debt collection and recovery service providers, entities that may have an interest in the Group, regulatory bodies and any other person or entity set out in the Group's Privacy Policy or otherwise authorised by the Relevant Individual or law.

Relevant Individuals are under no obligation to provide their personal information, however, if a Relevant Individual does not provide the personal information as requested, the Group may not be able to consider the application for an account, provide an account to the Customer or otherwise provide goods and/or services to the Customer. Relevant Individuals who have any concerns about the Group's handling of their personal information can direct those concerns to accounts@defab.com.au. Relevant Individuals can request access to, or correction of, personal information held about them by the Group. The Group's Privacy Policy sets out information about how Relevant Individuals can seek access to, or correction of, personal information held by the Group and/or complain to the Group about any breach of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles or any binding APP Code.

The Relevant Individuals acknowledge and give consent to: (a) the Group making enquiries with and collecting personal information (including credit information) about the Relevant Individuals from the trade references provided by the Customer; (b) the Group disclosing personal information (including credit information) about the Relevant Individuals to such trade references; (c) the Group collecting personal information (including credit information) about the Relevant Individuals from a credit reporting body who provides information to the Group (such as Dun & Bradstreet (Australia) Pty Ltd and Veda Advantage Information Services and Solutions Limited) for the purposes of the Group assessing the application for commercial credit made under this Credit Application or otherwise in connection with this Credit Application or the provision of the goods and/or services by the Group to the Customer; and (d) the collection, use, holding and disclosure of personal information for the purposes set out above and in the Group's Privacy Policy.

If the Customer is a company please have two directors (or one if it is a sole director company) sign in the space provided below

EXECUTED by the Customer in accordance with the *Corporations Act 2001* by being signed by the following officers:

Signature of director

Signature of director

Name of director

Name of director

If the Customer is not a company please have two authorised representatives sign in the space provided below

SIGNED for and on behalf of the Customer by its duly authorised representative:

SIGNED for and on behalf of the Customer by its duly authorised representative:

Signature of authorised representative

Name of authorised representative

Signature of authorised representative

Name of authorised representative

By signing this Application each signatory warrants that they have the power and authority to enter into this agreement on behalf of the Customer.

Defab Office Use Only

Sales Representative

Date

Finance

Date