**PERSONAL GUARANTEE AND INDEMNITY BY DIRECTORS TO CREDIT**

**PROVIDER FOR PAYMENT OF COMPANY DEBTS**

**APPLICATION FOR A CREDIT ACCOUNT**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **1. APPLICANT’S ACCOUNT DETAILS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Are you: | | | | |  | a corporation | | | | | | | | |  |  |  | | partnership | | | |  |  |  |  | |  | | sole trader | | | | | | | | |  |  | | |  | | trust | | | | |  | |  | |  | government | | | |  |  |  | | |  |
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|  | | Applicant’s Name (applicant for credit): | | | | | | | | | | | | | | | | | | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | |  | |  | | | | |  | |  | |  |  | | |  |  |  |  | | |  |
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|  | | ABN | | | |  | |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  |  | | | | |  | | |  | |  | | | | |  | |  | |  |  | | |  |  |  |  | | |  |
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|  | | Trading Name: | | | | | |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | |  | |  | | | | |  | |  | |  |  | | |  |  |  |  | | |  |
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|  | | Registered Office Address: | | | | | | | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | | State | | | | | | |  | |  | |  | Postcode | | |  | |  |  | | |  |
|  | | Business Address: | | | | | |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | | State | | | | | | |  | |  | |  | Postcode | | |  | |  |  | | |  |
|  | |  | | | |  |  |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | |  | |  | | | | |  | |  | |  |  | | |  |  |  |  | | |  |
|  | | Postal Address: | | | | | |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | | State | | | | | | |  | |  | |  | Postcode | | |  | |  |  | | |  |
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|  | | Delivery Address: | | | | | |  | | |  | | | | | |  |  |  | |  | | | |  |  |  |  | |  | |  | | | |  |  | | | |  |  | | | State | | | | | | |  | |  | |  | Postcode | | |  | |  |  | | |  |
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|  | |  | Telephone: | | | | | | | | ( | ) | | |  | | | | |  | |  | Facsimile: | | | | | | ( ) | | | | |  |  | | | | | | | | |  | | | | Mobile: | | | | | | |  | | |  |  | | | |  |  | |  |
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|  | |  | Main Contact (Purchases) | | | | | | | |  |  |  | |  | | | | |  | |  |  |  |  | | | |  | | Email Address | | | | | | | | | | | | |  | | | |  |  |  |  | |  | |  | | |  |  | | | |  |  | |  |
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|  | |  | Main Contact (Accounts) | | | | | | | |  |  |  | |  | | | | |  | |  |  |  |  | | | |  | | Email Address | | | | | | | | | | | | |  | | | |  |  |  |  | |  | |  | | |  |  | | | |  |  | |  |
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| **2. BANKING DETAILS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | |  | Bank: |  | NAB | | | | |  |  |  |  | | BSB: | | | | |  | |  | 084 307 |  |  | | | |  | |  | | ACC: 947984874 | | | | | | | | | | | | | | | |  |  |  | |  | | | | |  |  | | | |  |  | |  |
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|  | |  | Credit Requested (monthly): | | | | | | | | |  | $ | |  | | | | |  | |  |  |  |  | | | |  | |  | |  |  |  | | | | | | | | |  | | | |  |  |  |  | |  | |  | | |  |  | | | |  |  | |  |
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|  | |  | Trade References (3): | | | | | | |  |  |  |  | |  | | | | |  | |  |  |  |  |  | | | | | | | | | | | | |  |  |  |  | |  |  | | | | |  | |  |
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| **3. APPLICANT’S BUSINESS DETAILS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  | Partners or Directors | | | | | |  |  | | | |  | |  | | | | | | | | Contact Details: | | | | | | | | | | | | | | | |  |  | |  | | |  | | | | | | | | | | | | | | | | |  | |  |  |
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|  |  | List of Associated Companies: | | | | | | | | | | | |  | |  | | | | | | | |  | | | | | | | | | | | | | |  |  |  |  | |  | | |  | | | | | | | | | | | | | | | | |  | |  |  |
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|  |  |  | Name of Authorised | | | | | |  |  | | | | | | | | | | | | | |  | | | | | | | | | | | | | |  | Position: | | | |  | | |  | | | | | | | | | | | | | | | | |  | |  |  |
|  |  |  | Person: | | | | | |  |  | | | |  | |  | | | | | | | |  | | | | | | | | | | | | | |  |  | | |  | | | | | | | | | | | | | | | | |  | |  |  |
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|  |  |  | Signature: | | | | | |  |  | | | | | | | | | | | | | |  | | | | | | | | | | | | | |  |  | Date: | | |  | | |  | | | | | | | | | | | | | | | | |  | |  |  |
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This signature must be of a person duly authorised to sign on behalf of the Company



**Consideration**

The Guarantor provides this guarantee and indemnity in consideration of:

1. Metal 21 (as referred to in the Schedule) agreeing to grant credit from time to time to the party referred to in the schedule as the Applicant (“**the Applicant**”);
2. the Applicant agreeing to pay, on demand, all monies owed and due by it to Metal 21; and
3. Metal 21 agreeing to forbear from suing for any monies currently owed and due by the Applicant to Metal 21, for one month from the date hereof.

**Agreement**

I/We, the Guarantor(s), referred to in the Schedule as Guarantor (1) and, if applicable, Guarantor (2) HEREBY GUARANTEE (jointly and severally where there is more than one Guarantor) the due performance by the Applicant of all the obligations imposed upon the Applicant by any trade contracts, agreements or other trade arrangements with Metal 21 AND AGREE:

1. to indemnify Metal 21 against all losses it sustains because of dealings Metal 21 has with the Applicant

including all legal costs, recovery costs and interest (as permitted by law);

1. that this guarantee shall be continuing, unconditional and is enforceable immediately on demand upon default by the Applicant in discharging all or some of the said obligations or in paying all or some of the said monies;
2. in respect of the Guarantor’s personal credit information, that Metal 21 may give, receive and use such information about the Guarantor according to law (including the provisions of the Privacy Act 1988 and any applicable State laws);
3. that the Guarantor will remain fully liable under this agreement notwithstanding this agreement may be varied, assigned by the Applicant, terminated, or wholly or partially void, voidable or unenforceable;
4. the Guarantor must not prove or claim in bankruptcy, liquidation, arrangement, assignment or composition, for the benefit of creditors, until Metal 21 receives all monies owing to it from the Applicant; and
5. all benefits of this guarantee and indemnity shall extend to any assignee to which Metal 21 assigns its rights under this agreement, and shall continue to apply for the benefit of Metal 21 unless Metal 21 releases the Guarantor from this agreement in writing.

Schedule

Between:

|  |  |
| --- | --- |
| 1. **Metal 21 Pty Ltd**   Shed 13, 123 Boundary Road,  Rocklea Qld 4106  (“Metal 21”) | **B. Applicants Name**  (“the Applicant”) |

**CHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Guarantor (1) |  |  | Guarantor (2) |  |
| Address: |  |  | Address: |  |
| Phone |  |  | Phone |  |
|  | |  |  | |
| **Signature of GUARANTOR (1)** | |  | **Signature of GUARANTOR (2)** | |
|  | |  |  | |
| **Signature of Witness** | |  | **Signature of Witness** | |
|  | |  |  | |
| **Name of Witness** | |  | **Name of Witness** | |