



Credit Application Form

Application to apply for credit with Marach Pty Ltd T/A Choice Building Products

1. APPLICANT

Name: _____

Company Name: _____

Trading As: _____

In Trust For: _____

ACN: _____ ABN: _____

Business Address: _____

Postal Address: _____

Office Phone: _____

Facsimile: _____

Mobile: _____

Email: _____

2. ACCOUNTS PAYABLE

Contact: _____ Phone: _____

Mobile: _____ Statements/Invoices: Emailed Posted

Email: _____

3. PARTNERS/DIRECTORS

	Director 1	Director 2
Full Name:	_____	_____
Phone:	_____	_____
Home Address:	_____	_____
Date of Birth:	_____	_____
Driver's Licence No*:	_____	_____

I hereby state that the above information is true and correct, and agree to the terms and conditions contained herein.

Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

***A copy of your driver's licence will be required to apply for credit.**



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DIRECTORS GUARANTEE/OTHER PERSONAL GUARANTEES

In consideration of Marach Pty Ltd to supply goods and/or services to the Applicant on credit, I/we the undersigned Guarantor/s of the Applicant, do hereby covenant and agree with Marach Pty Ltd as follows:

1. I/We hereby guarantee to you the due payment of all monies which are now or shall hereafter become due and owing to you by the Applicant on any account whatsoever and in particular for credit extended to the Applicant.
2. This guarantee shall be a continuing guarantee and shall not be terminated by either the death or the liquidation of the Applicant by any time or other indulgence trading between you and the Applicant.
3. You shall be at liberty without notice to us or other indulgences to the Applicant and to treat the Applicant in all respects as though I/we the Guarantors were jointly and severally liable with the Applicant instead of us being merely surety for the Applicant.

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

TERMS AND CONDITIONS

1. The Applicant hereby applies to Marach Pty Ltd T/A Choice Building Products (the Company) for a credit account.
2. The Company reserves the right to refuse, withdraw or alter the limit of the credit facilities without notice to the Applicant.
3. Payment shall be made by the Applicant within 7 days from the end of the month in which the invoice is dated unless otherwise agreed in writing.
4. Any costs incurred for the recovery of any overdue amounts including debt collection costs, dishonoured cheque(s) fees, legal costs, whether charged on scale or on any other basis incurred, shall be recoverable as a debt due by the Applicant.
5. All risks in any goods ordered by the Applicant shall be deemed to pass to the Applicant from the time the goods are loaded or delivered by the Company to a courier or carrier consigned to the Applicant but otherwise the Applicant hereby acknowledges that the goods supplied by the Company shall remain the property of the Company until paid in full.
6. By accepting goods, the Applicant warrants that they have informed themselves of all circumstances and conditions relating to the material supplied by Choice Building Products. This includes compliance with all legislation and satisfying themselves that the material is fit for their intended purpose. The Applicant warrants that they have not relied on information provided, or represented to be provided, by or on behalf of Choice Building Products without independently verifying that information, and satisfying themselves of the adequacy, accuracy and correctness of that information.

Initial: _____



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7. If the Applicant:
 - a) defaults in the due and punctual observance of all or any of his obligations under any contract arising out of this Application; or
 - b) being a person, dies, commits an act of bankruptcy; or
 - c) being a company, takes or shall have taken against it any action for its winding up placement under Management, Administration and/or Receivership then the Company without prejudice to any rights or remedies open to it may:
 - i) treat as discharged all or any obligation arising from any agreement with the Applicant.
 - ii) reserve the right to enter upon the Applicant's premises or elsewhere to take possession of and remove any goods for which full payment has not been received. The legal and equitable interest and title in the said goods shall therefore not pass until full payment has been received by the Company.
8. Should there be any variation to any of the information supplied by the Applicant to the Company or in the structure of the Applicant's business (such as conversion to or from a company or trust) the Company shall forthwith be notified in writing by the Applicant. Unless notification of such variation or change is given and accepted in writing by the Company, the original applicant and those persons who signed as Guarantors on this Application Form shall remain liable to the Company as though any goods or services supplied by the Company to the original Applicant.
9. The Applicant and the Guarantor (if any) agree that the certificate of the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owing to the Company by the Applicant and Guarantor.
10. The Company reserves the right to use the services of a mercantile agency.
11. The Company reserves the right to use the services of CreditorWatch to perform credit checks, and/or to record defaults against non-paying Applicants. The Applicant and Guarantor agree that the information provided on this credit application may be disclosed to a Credit Reporting Agency (CRA) such as CreditorWatch.
12. The Applicant and the Guarantor agree that the law of Western Australia shall apply to this Application and its/their dealings with the Company and the Applicant, Guarantor and the Company consent to the jurisdiction of the relevant Court in the said State.
13. The Applicant and Personal Guarantor hereby charge all land and personal property owned now or in the future acquired by them to better secure the payment of all amounts now or which becomes owing under these terms and they consent to caveats and a PPSR charge being registered by Marach Pty Ltd to record those charges.
14. The Applicant and the Guarantor agree that Marach Pty Ltd's Standard Terms and Conditions (Conditions) attached to this Application apply in relation to the supply of goods and or services to the Applicant save that to any extent the Conditions conflict with these provisions then these provisions prevail.

*Thank you for your application.
We look forward to doing business with you!*

Initial: _____