

ACCOUNT APPLICATION FORM

COMPANY DETAILS

Registered Business Name

Company Name /Trading As

Australian Business Number

Type of Entity: Sole Trader Partnership Private Company Individual Other (type)

Nature of Business: Retailer / Shopfront Retailer and Online Sales Online Sales Only Wholesaler/Distributor

Other

Delivery Address (for Goods or services):

STATE POSTCODE

Postal Address (If different from delivery address):

STATE POSTCODE

Director(s) /Owner(s):

A. Name:

Drivers Licence number State

Address: STATE POSTCODE

PHONE NO:

B. Name:

Drivers Licence number State

Address: STATE POSTCODE

PHONE NO

Sales Contact:

Name:

Phone: Email:

Accounts Contact

Name:

Phone: Email:

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Email Address for statements

Email Address for invoices

Credit Required/amount of monthly credit required

Please state product range you are interested in purchasing: _____

Trade References:

A. Business Name:

B. Contact Name:

Phone: Email:

Business Name:

Contact Name:

Phone: Email:

The Customer hereby acknowledge that all purchases from TDJ Australia Pty Ltd will be made pursuant to the Agreement, Personal Guarantee & Indemnity and the Terms & Conditions attached to this Account Application Form which exclude and supersede any prior arrangements or any representation, warranty, assurance or undertaking given for or on behalf of TDJ Australia Pty Ltd unless expressly accepted by an authorised office of TDJ Australia Pty Ltd in writing.

If the Customer is a company with 2 or more directors:

EXECUTED by in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

Signature: _____

Name of Director/Secretary:

Signature: _____

Name of Director/Secretary:

If the Customer is a company with a sole director:

EXECUTED by in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

Signature: _____

Name of sole director:

If the Customer is a company and an authorised representative of the Customer (who is not a director of the Customer) executes this Customer Credit Application:

SIGNED by on behalf of :

Signature: _____

Name:

Position/capacity:

Address:

Witness signature: _____

Witness name:

Witness address:

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The named individual above warrants that they are duly authorised to sign this Account Application Form for and on behalf of all the Customer.

If the Customer is an individual sole trader:

SIGNED by :

Signature: _____

Name:

in the presence of:

Witness signature: _____

Witness name:

Witness address:

If the Customer is a partnership:

SIGNED by

, a firm within the meaning of the Partnership Act 1958 (Vic),
in the presence of:

Signature:

Name of Witness:

Signature:

Name of Partner:

AGREEMENT

1. Capitalised terms used in this Agreement have the meaning given to those terms in the attached Term and Conditions.
2. The Customer:
 - a. warrants that all information provided in this Account Application Form is correct;
 - b. acknowledges that receipt of Supplier's Term and Conditions and agrees that all Goods will be supplied by Supplier on those Terms and Conditions;
 - c. agrees that no change to the structure, status or partnership (if applicable) of the Customer will affect the liability of the Customer named in this application or any guarantor of any credit granted pursuant to this application until a fresh application is made in the name of the Customer as restructured or changed is received and approved by Supplier.
3. The Supplier (which, for the purpose of this Agreement includes any of its Related Bodies Corporate, as that term is defined in the *Corporations Act 2001 (Cth)*) treats your credit information in accordance with the Supplier's Privacy and Credit Reporting Policy. This policy explains:
 - a. how we manage your credit information and credit eligibility information,
 - b. how you may:
 - i. access your credit eligibility information held by us,
 - ii. seek correction of your credit information or credit eligibility information held by us, and
 - iii. complain about a failure by us to comply with the credit reporting provision of the Privacy Act or the Credit Reporting Code and how we will deal with such complaints, and
 - iv. whether it is likely that the Supplier will disclose your credit information or credit eligibility information to entities that do not have an Australian link and, if so, the countries in which those entities are likely to be located.
4. Our Privacy and Credit Reporting Policy is available for you to view on our websites, at tdj.com.au/privacy. If you would like further information regarding our Privacy and Credit Reporting Policy, or if you have concerns about the information that we currently hold about you or any aspect of the Privacy and Credit Reporting Policy, please contact our Privacy Officer at privacy@tdj.com.au.

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5. The individuals agree that Supplier may, if it considers relevant for the purpose set out below, obtain from a credit reporting body (including Equifax), credit providers or any trade references or other credit references at any time now or in the future credit reports or information containing both commercial and consumer credit information about the individuals:
 - a. to assist assessment of the individuals application for commercial credit;
 - b. to assist in collection of overdue payments;
 - c. to assess whether to accept the individuals as guarantors for credit applied for or provided to the Customer.
6. The individuals agree that if Supplier approves the Customer's application for credit this Agreement remains in force until the credit facility covered by the Customer's application ceases.
7. If you fail to meet your payment obligations in relation to consumer credit or commit a serious credit infringement, the Supplier may be entitled to disclose this to Equifax. You can obtain a copy of Equifax's policy about the management of your credit related personal information on its website.
8. Equifax may include the information that we disclose to it in reports provide to other credit providers to assist them to assess your credit worthiness.
9. You have the right to:
 - a. request Equifax not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
 - b. request Equifax not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been or likely to be a victim of fraud.
10. The Customer acknowledges that the Supplier reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable and all Goods on approval must be returned to the Supplier and the Customer agrees that in the event of a default of payment under the Terms and Conditions that the Supplier may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
11. The Customer acknowledges that if approved this account shall have a monetary credit limit determined in the sole discretion of the Customer and the Supplier may request payment when the limit is reached or exceeded.
12. The Customer agrees to procure a Personal Guarantee & Indemnity by an individual nominated by the Supplier if required by the Supplier.
13. All modifications and amendments to this Agreement must be in writing signed by a duly authorised signatory of the Customer and the Supplier.
14. The Supplier understands that its Customers value their privacy and wish to have their personal information kept secure. You can view the full text of our Privacy and Credit Reporting Policy and Privacy Collection Notice, which set out how the Supplier collects and deals with personal information at www.tdj.com.au/privacy or upon request from the Supplier. By completing a Customer Credit Application, the Customer, the directors, owners or other individuals who provide information as part of, and/or execute the Account Application Form on behalf of, the Customer are confirming their acceptance of the Supplier's Privacy and Credit Reporting Policy and Privacy Collection Notice.

PERSONAL GUARANTEE AND INDEMNITY

To be completed by directors/partners of the Customer

To: TDJ Australia Pty Ltd ACN 006 385 191 ("you" or "Company")

In consideration of your having agreed at my/our request to supply goods/continue to supply goods and to provide credit and accommodation to the party named on the face of the account application form ("debtor") I/we hereby jointly and severally agree with you as follows:

1. To be answerable and responsible to you for the due payment on demand by the said debtor and any related company for all such goods and services as you may heretofore have supplied or which you may hereafter from time to time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such goods and services according to the terms agreed on between you and it (as varied from time to time) and thereby indemnify and agree to keep you indemnified from and against all loss and damage which you may sustain or incur for any reason or arising out of the supply of such goods or services.
2. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said debtor with you.
3. All dividends, compositions and payments received by you from the said debtor whether in liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to goods or services to be supplied to the said debtor as aforesaid.

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4. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us refuse further credit or supplies of goods or services to the said debtor and grant to it, or to any drawers, acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you any time or other indulgence and compound with it or them respectively without discharging or impairing my/our liabilities under this guarantee.
5. That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
6. This guarantee shall be enforceable against me/us JOINTLY AND EACH OF US SEPARATELY notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. It is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
7. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal debtor and I/we and each of us hereby waive all or any of my/our right as surely which may at any time be inconsistent with any of the above provisions.
8. This guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to you or you duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under this guarantee shall cease and determine so far as respects any liability which shall be incurred by the debtor after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
9. That notwithstanding anything contained in this instrument and notwithstanding that the whole of any part of the moneys due by the debtor to you are or may be irrecoverable from the debtor by you (whether by reason of any legal limitation disability or incapacity of or affecting the debtor or be reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether or not any of the matters of facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverably from me/us by you on the footing of a guarantee THEN and in such case I/we hereby as separate and additional liability under this instrument indemnify you in respect of such monies and as a principal debtor agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the debtor.
10. That it is expressly declared that no sum of money which you may be obliged to pay or may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the debtors by reason of any provisions of Bankruptcy Act or the Corporations Act shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the debtor.
11. You shall be at liberty from time to time without further authority that these presents to debit and charge the account of the debtor with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put to in connection with the account of the debtor or this security or any other security in respect of the indebtedness of the debtor to you or the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.
12. I/we agree and declare that this guarantee shall be construed according to the law of the State of Victoria and that any proceedings in respect of any case or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction at Melbourne or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceedings. Further, this guarantee is deemed to be made at Melbourne.
13. In order to secure to you all monies payable or to become payable pursuant to this guarantee:
 - (a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall be force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment if all such monies payable or to become payable by me/us hereunder; and
 - (b) I/we hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager (by whatever title) as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing caveat over any such freehold or leasehold property as aforesaid and in respect of any such default a Declaration of Default duly executed for and on your behalf of any of the said managers shall be deemed sufficient evidence of such default; and
 - (c) I/we further agree to be liable for and pay to you all legal costs on a solicitor and own basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
14. This guarantee secures the repayment of all monies owed by the debtor whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

Signature: _____

Name:

Position/capacity:

Address:

Witness signature: _____

Witness name:

Witness address:

Signature: _____

Name:

Position/capacity:

Address:

Witness signature: _____

Witness name:

Witness address:

Signature: _____

Name:

Position/capacity:

Address:

Witness signature: _____

Signature: _____

Name:

Position/capacity:

Address:

Witness signature: _____

Note: The above needs to be signed by all guarantors