**The Applicant’s Details:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Company / Business Name:** |  | | | | |
| **Trading Name (if applicable):** |  | | | | |
| **Postal Address:** |  | | | | |
| **Delivery Address:** |  | | | | |
| **ABN:** |  | | **Phone:** |  | |
| **Date of registration:** |  | | **Email:** |  | |
| **Line of Business:** |  | | | | |
| **Names & Addresses of Owners / Partners / Directors:** |  | | | | |
|  | | | | |
|  | | | | |
| **Credit Limit Requested:** |  | | | | |
| **Bank / Branch:** |  | | | | |
| **BSB:** |  | **Account Number:** | | |  |

**Trade References:**

|  |  |
| --- | --- |
| **Name:** |  |
| **Email:** |  |
|  | |
| **Name:** |  |
| **Email:** |  |
|  | |
| **Name:** |  |
| **Email:** |  |

**Declaration:**

1. I/WE hereby certify that the above information is true and correct.
2. If credit is accepted I/WE agree to adhere to your [Terms and Conditions of Sale](https://colterlec.com.au/terms-and-conditions/) and settlement of accounts, in accordance with the normal thirty (30) days trading terms from end of month of invoice.
3. I/WE authorise Colterlec Pty Ltd to contact all references to enquire as to the credit information and to receive confidential information relevant to approving credit.
4. I/WE confirm that I/WE have carefully read, understood and accept the [Terms and Conditions of Sale](https://colterlec.com.au/terms-and-conditions/) of Colterlec Pty Ltd.
5. I certify that I am authorised to sign this Credit Application form on behalf of our business.
6. The applicant / company agrees to indemnify Colterlec Pty Ltd for all legal costs and fees in respect of any debt recovery, collection costs and all other costs it may incur in seeking to recover monies.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** |  | **Title:** |  |
| **Signed:** |  | **Date:** |  |

**Guarantee & Indemnity**

In consideration of Colterlec Pty Ltd ABN: 38 073 980 999 (the “Company”) having at my/our request

agreed to supply \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ABN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the “Debtor”) with goods and services from time to time, I/we the person(s) named in The Schedule hereto (hereinafter with their heirs, executors, administrators and assigns called the “Guarantors”) hereby jointly and severally agree with you as follows:

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Company the due and punctual payment for all such goods and services as you may heretofore have supplied, or which you may hereafter from time to time as is requested, supply on any account whatsoever and the payment of all costs, charges and expenses including legal costs of a solicitor and client incurred by the Company as a result of any failure by the Debtor to observe or perform any obligation guaranteed.
2. The Guarantor indemnifies the Company from and against all losses suffered howsoever in connection with the supply of goods and services.
3. This guarantee and indemnity is a continuing guarantee and indemnity and remains in force until all of the obligations of the Debtor have been satisifed in full.
4. The liability of the Guarantor shall not be affected at any time or other indulgence or concession or any compounding or compromising with the Company or by any variation of any of the terms and conditions of any agreement or obligation entered into between the Company and the Debtor and the Guarantors agree that otherwise which could but for this clause prejudice or invalidate this guarantee shall not have effect to do so.
5. If a claim that a payment or transfer to the Company in connection with this guarantee and indemnity is void or voidable (including but not limited to a claim under any laws relating to bankruptcy or protection of the Applicant, the Guarantor guarantees the Company for reinstatement of its rights hereunder).
6. Liability of the Guarantor under this guarantee and indemnity shall not be abrogated, prejudiced or affected by any event which would otherwise have that effect at law.
7. The Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the State or Territory in which this guarantee and indemnity is signed by the Guarantor and the Federal Court of Australia and agrees that the Company may proceed against the Guarantor to enforce an indemnity in such Courts.

The Schedule (names and addresses of all Guarantors)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name:** |  | **Signature:** |  | |
| **Address:** |  | | **Date:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name:** |  | **Signature:** |  | |
| **Address:** |  | | **Date:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name:** |  | **Signature:** |  | |
| **Address:** |  | | **Date:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Witness Name:** |  | **Signature:** |  | |
| **Address:** |  | | **Date:** |  |