

# **Credit Application Form**

Please furnish the requirement below:-

- 1. All particular MUST be fill up
- 2. Personal guarantor MUST be complete
- 3. One (1) set of company Bizfile



HARDWARE PTE LTD

10 Admiralty Street, #03-52/51/34/35 NorthLink Building, Singapore 757695.

Tel: (65) 6853 3113 Fax: (65) 6853 3003

 Email : sales@excelhw.com.sg
 Website : www.excelhw.com.sg

 Subsidiary Branches : Malaysia - Kuala Lumpur
 China - Guangzhou

 CO. REG No.: 199800642M
 GST. REG No. : 19-9800642-M

NAME CARD

## **CREDIT APPLICATION FORM**

#### **CUSTOMER'S PARTICULAR**

Company Name:	ROC No :
Nature of Business: Company Address:	Tel :
Delivery Address :	Fax :
	Email :
Type of Business company:	
Sole Proprieter Dete Ltd	Others:
Name of Director:	H/P No: Email :
Authorized Durchaser:	Account In-Charge:
Credit Limit Application:	Credit Terms Application :
SGD 5000 Above SGD 5000	🔲 30 Days 📃Days
Monthly Rebate:	

\*\*All Particular MUST be fill up and submit together with Company BIZFILE.

\*\* Account will be terminated if there is no transaction or gathered minimum spending within 6 months.

\*\* The upgrading of monthly rebate is only effective upon management approval.

I/ We certify that the above mentioned is true and accurate. I/ We agree to be bound by your company's terms and conditions on sales if credit facility is granted.

Authorised signature(s), Full Name, Designation, Co's Stamp & Date

OFFICIAL CONFIRMATION BY EXCEL HARDWARE PTE LTD				
	Approved Credit Terms:			
Monthly Rebate:				
Approved Credit Limit: S\$ Remarks:				
Approved By & Date:				

#### **GUARANTEE**

To:	EXCEL HARDWARE PTE LTD	Date this	day of	20	
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1. IN CONSIDERATION of your having at my/our request supplied or agreed to supply goods or continue to supply goods or otherwise granted or agreed to grant or continue to grant trading credit in such sum or sums and for so long as you may think fit to

\_ (hereinafter referred to as "the Customer")

I/WE, THE UNDERSIGNED GUARANTOR(S) whose whose name(s) and address(es) appear in the First Schedule herewith annexed (hereinafter referred to as "the Guarantor(s)") jointly and severally guarantee as <u>Principal Debtor(s)</u> and not merely as surety/ sureties the repayment on Demand of all outstanding sums due and owing by the Customer to you whether certain or contingent now or hereafter owing or incurred by the Customer on any account or in any manner whatsoever up to the limit of Singapore Dollar

(SGD\$ \_\_\_\_\_\_\_) (hereinafter referred to as "the outstanding sum" which expression shall include any part thereof) together with all interest, costs on a solicitor-client basis and charges and expenses which you may incur in enforcing payment for the outstanding sum due to you from the Customer.

- 2. This Agreement shall be an irrevocable continuing guarantee to you (within the limits aforesaid) for the whole debt that has been or shall be contracted by the Customer with you in respect of goods supplied or to be supplied and delivered by you as aforesaid and shall not merely be applicable to so much thereof as shall be co-extensive with the aforesaid limits of the liabilities of the Guarantor(s).
- 3. This Gurantee shall continue in force until all outstanding sums together with the charges aforesaid and interest have been repaid to you.
- 4. The winding-up or insolvency of the Customer shall not affect or determine the liability/ respective liabilities of the Guarantor(s) under this Guarantee but such liabilities shall continue in full force and affect until you shall have been repaid the outstanding sum due to you from the Customer immediately before the winding-up or insolvency of the Customer.
- 5. In order to give full effect to the provisions of this Guarantee, the Guarantor(s) hereby waive all rights inconsistent with such provisions which the Guarantor(s) may otherwise as Guarantors(s) be entitles to claim and enforce and the Guarantor(s) declare that you

shall be at liberty to act as though the Guarantor(s) is/ are the principal debtor(s) for all sums guaranteed as aforesaid.

- 6. This Guarantee and your rights under it shall be in addition to and shall not be in any way affected or prejudiced by your holding or taking other further guarantees or securities or by your varying, releasing or omitting or neglecting to enforce any such securities or by your varying or determining any credit to the Customer or giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition from the Customer or any person or persons, corporation or corporations liable on any bills of exchange , promissory notes or other negotiable instruments or securities held or to be held by you.
- 7. You may at any time or time at your absolute discretion and without giving any notice whatsoever to the Guarantor(s) or anyone of the Guarantor(s) refuse any further credit or supplies of goods to the Customer and grant to the Customer or any drawers, acceptors or indorsers of bills of exchange promissory notes or other securities received by you from the Customer on which the Customer may be liable to you any time or other indulgence and compound with the Customer or them respectively without discharging or impairing the liability of the Guarantor(s) under this Guarantee.
- 8. This Guarantee shall be in addition and shall not be in any way prejudiced or affected by any collateral, or other security or any lien to which you may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the monies hereby secured be in any way prejudiced or affected by this present Guarantee. And all money received by you from the Guarantor(s) or the Customer or any person or persons liable to pay same may be applied by you to any account or item of account or to any transaction to which the same may be applicable. I/We will make no claim to such security/ collateral any part thereof or any interest therein.
- 9. You shall be at liberty but not bound to resort for your own benefit to any other means of payment at any time and in any order that you think fit without thereby dimishing the liability/ respective liabilities of the Guarantor(s) and you may put this Guarantee in force either for the payment of the outstanding sum due at any time notwithstanding that other means have not been resorted to and in the latter case without entitling the Guarantor(s) to any benefit from such other means of payment so long as any monies remain due from the Customer to you.
- 10. All sum payable by me/ us under this Guarantee shall be paid in full without set off, counterclaim, condition or qualification of any nature whatsoever.
- 11. You shall have the right to set off against any obligation which is due and payable or any contingent liability under the Guarantee, all monies now or hereafter standing to the credit of any of my/ our account(s) with \_\_\_\_\_\_ any for this purpose, I/ we hereby irrevocably authorise you to collect on my/ our behalf and to give a valid receipt and discharge thereof all monies due and owing to me/ us by any such company person.

- 12. In the event the Customer being a partnership or a sole-proprietorship becoming or wound-up, having bankruptcy proceedings filed against it or making any arrangement or composition with creditors the Guarantor(s) will not prove in competition with you in any such liquidation or winding-up or bankruptcy proceedings filed against it in respect of the debt due from the Customer to you but will give you the benefit of any proof which the Guarantor(s) may be entitled to make in respect of any part of such debt paid by the Guarantor(s) until you shall have received the full amount of the debt due from the Customer.
- 13. Any indebtedness of the Customer now or hereafter held by the Guarantor(s) is hereby subordinated to the indebtedness of the Customer to you and such indebtedness of the Customer to the Guarantor(s) if you so require shall be collected, enforced and received by the Guarantor(s) as trustees for you and be paid over to you on account of the indebtedness of the Customer to you but without reducing or affecting in any manner the liability of the Guarantor(s) under the provisions of this Guarantee.
- 14. Nothing done or omitted by you 9in pursuance of any authority or permission contained in this Guarantee shall affect or discharge the liability/ respective liabilities of the Guarantor(s) under it.
- 15. This Guarantee shall continue to bind the Guarantor(s) notwithstanding any change by amalgamation reconstruction of the respective Guarantor(s) or the Customer and notwithstanding any amalgamation that may be effected by you with any other company or companies, person or persons or notwithstanding any reconstruction by you involving the formation of any transfer of all of your assets to a new company or notwithstanding the sale of all or any part of any of your undertaking and assets to another company whether the company or sale as aforesaid shall or shall not differ in their or its objects character and constitution from you it being the intent of the Guarantor(s) that this Guarantee shall remain valid and effectual in all respects in favour of, against and with reference to and that the benefit of this Guarantee and rights conferred upon by you herby may be assigned to and enforced by any such companies, person or persons and proceeded on in the same manner to all intents and purposes as if such company or companies, person or persons had been named herein instead of yourself.
- 16. Notwithstanding anything herein before contained, this Guarantee shall not be avoided:-
- (a) By the failure of any one or more of us the intended guarantors to execute the Guarantee, or
- (b) By the fact for any reason whatsoever, the signature(s) of any one or more of us the intended guarantors to the Guarantee shall not bind him or his estate,

the remainder of us shall be bound by this Guarantee and it shall be and it remains a continuing security as to the other or other of us.

- 17. It is hereby agreed that a statement of account in writing showing the indebtedness of the Customer to you duly certified by your Managing Director or an authorized representative and any judgement recovered by you against the Customer in respect of such indebtedness shall be binding and conclusive against the Guarantor(s), the Guarantor's personal representatives, heirs and assigns.
- 18. The obligations of the Guarantor(s) shall not be discharged except by performance and then only to the extent of such performance. Such obligations shall not be subject to any prior notice to or demand on the Guarantor(s) with regards to any default of the Customer and shall not be impaired by any extension of time forbearabce or concession given to the Customer or any assertion of or failure to assert any right or remedy against the Customer.
- 19. The First Schedule hereto shall be read taken and construed as an essential part of this Agreement.
- 20. This Guarantee shall not be determined or affected in any way by the death or insanity of any of the Guarantor(s) but shall in all respect and for all purposes be binding and operative until discharged by performance thereof.
- 21. This Guarantee shall be governed by and construed in all respects in accordance with the laws of the republic of Singapore and the Guarantor(s) hereby submit(s) to the jurisdiction of the Courts of the republic of Singapore in all matters connected with the obligations and liabilities under this Guarantee.
- 22. Any notice or demand dereunder shall be deemed to have been sufficiently given if sent by prepaid post to the Guarantor's/ Guarantors' address(es) last known to you or stated be assumed to have reached the addressee(s) in the course of the post. In case of the death of any of the Guarantor(s) and until you received notice in writing of the probate of his will or of the administration of his estate any notice or demand by you sent by post as aforesaid addressed to him or his personal representative shall be as affectual as if I/we were still living.
- 23. In this Guarantee where the context so permits or require, the masculine shall include the feminine and neuter genders and the plural shall include the singular number and vice versa. Where there are two (2) or more persons or parties included or comprised in the expression "the Guarantor(s)" agreements covenants terms stipulations and undertakings expressed to be made by and on the part of the Guarantor(s) shall be deemed to be made by or binding upon such persons or parties jointly and serverally.
- 24. This Guarantee shall be binding upon the Guarantor(s) his/ their respective personal representatives heirs and assigns.

#### FIRST SCHEDULE

### (to be read, taken and construed as an essential part of this Agreement)

#### **Execution by Individual**

Name of Guarantor	Witness
1	
Address:	Address:
Signature	Signature
Name of Guarantor	
Name of Guarantor	Witness
2	Witness
2	
2 Address:	Address:
2 Address:	Address:

Name of Guarantor	Witness
3	
Address:	Address:
Signature	Signature
Name of Guarantor	Witness
4	
Address:	Address:
Signature	Signature
Name of Guarantor	Witness
5	
Address:	Address:
Signature	Signature

#### **Execution by Body Corporate**

SIGNED for and on behalt	fof )	
	)	
	)	
Pursuant to Board of Dire	ectors )	
	)	
Resolution dated		
٦	Jame	Name
C	Designation:	Designation:
V	Vitness	Witness
A	Address:	Address:
S	ignature	Signature