

# Application for Credit



NEON Packaging Pty Ltd  
6A Phiney Place, Ingleburn,  
NSW 2565  
Tel: 1300 874 559  
A.B.N. 53 643 660 413

## Please fill in your details:

Applicant's Full Name:

Trading Name:

Company Registration Number:

Affiliated Group / Buying Group:

Phone No:

Mobile No:

Website:

Business Address:

Mailing Address:

Delivery Address:

**Purchasing Email Address:**

**Accounts Email Address:**

**Individuals Involved controlling the applicant** (please tick):

Proprietors

Partners

Directors

**(A)**

**(B)**

Surname:

Surname:

Given Names:

Given Names:

Residential address:

Residential address:

Ph:

Date of birth:

Ph:

Date of birth:

**Trade References:**

Business Name: Contact:

Phone No: Email:

Business Name: Contact:

Phone No: Email:

Business Name: Contact:

Phone No: Email:

**Signing:**

I / We the undersigned hereby acknowledge, understand, and accept the Terms and Conditions as supplied by NEON Packaging Pty Ltd. with this Application for Credit.

**A.** *(If the Applicant is an individual)*

Signature: Full Name: Date:

**B.** *(If the Applicant is an Company)*

Signature of Authorised Officer: Signature of Authorised Officer:

Office Held: Office Held:

Name of Authorised Person: Name of Authorised Person:

Date: Date:

**C.** *(If the Applicant is an partnership)*

Executed by all Partners of the Applicant who hereby acknowledge the terms of this Application.

Signature of Partner: Signature of Partner: Signature of Partner:

Name of Partner: Name of Partner: Name of Partner:

Date: Date: Date:

## NEON Packaging Pty Ltd Office Use Only:

Sales Representative:

Date:

Sales Manager:

Date:

Credit Controller:

Date:

## Terms & Conditions:

1. The information provided in this Application is confidential and is supplied for the purpose of establishing and maintaining a credit account with NEON Packaging Pty Ltd.
2. The Applicant hereby applies to establish a credit facility with NEON Packaging and agrees to be bound by NEON Packaging's current Terms and Conditions in use at all times.
3. In the case of an Applicant:-
  - a. which is a company, all the directors of the Applicant, or
  - b. which is a partnership, all partners comprising the partnership agree that the terms of clauses 4, 5, 6 & 7 apply to each director and partner (as the case may be) of the Applicant.
4. The Applicant acknowledges that NEON Packaging by this clause informs the Applicant that, under section 18E(8)(c) of the Privacy Act ("the Act") NEON Packaging is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered by section 18E(1) of the act and includes:
  - Identify particulars as permitted by the Privacy Commissioner's determination issued under section 18E(3);
  - The fact that the Applicant has applied for credit and the amount of credit applied for;
  - The fact that NEON Packaging is a current credit provider to the Applicant;
  - Details of payments which become more than 60 days overdue, and for which collection action has commenced;
  - Advice that payments are no longer overdue;
  - Details concerning cheques drawn by the Applicant which have been dishonoured more than once;
  - In specified circumstances, advice that, in the opinion of NEON Packaging, the Applicant has committed a serious credit infringement;
  - Advice that credit provided to the Applicant by NEON Packaging has been paid or otherwise discharged.
5. The Applicant acknowledges and agrees that if NEON Packaging considers it relevant to assessing its application for commercial credit, NEON Packaging may obtain from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial credit provided by NEON Packaging.
6. The Applicant acknowledges and agrees that if NEON Packaging considers it relevant to collecting overdue payments in respect of commercial credit provided to the Applicant, NEON Packaging may receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to collecting overdue payments.
7. The Applicant agrees that NEON Packaging may give to and seek from any credit provider named in this credit application and any credit provider that may be named in a credit report issued by a credit reporting agency, information about that Applicant's credit arrangements. The Applicant understands that this information can include details concerning that Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
8. The Applicant understands that, if granted, the credit account is subject to periodical reviews and chargeable orders may be held if the account has exceeded either the credit limit or the trading terms of NEON Packaging.
9. The Applicant herewith provides a copy of its last balance sheet and copy of its Certificate of Incorporation/Registration of Business Name.
10. The Applicant, if a Company, acknowledges that this application will not be considered by NEON Packaging unless the attached Guarantee form has been properly completed and signed by each Director of the Applicant. This condition can only be waived in writing by NEON Packaging.
11. The Applicant declares that as at the date of this credit application the Applicant is solvent and able to pay its accounts according to normal trading terms.
12. The Applicant warrants that the information contained in this Application is true and correct.

## Terms & Conditions:

NEON PACKAGING PTY LTD A.B.N. **53 643 660 413** OF 6A Phiney Place, Ingleburn, NSW, 2565, Australia. ("NEON Packaging") and the stated customer or purchaser ("the Purchaser") HEREBY AGREE that the sale of goods ("the goods") as described in the order submitted to or invoice issued by NEON Packaging Pty Ltd ("the Invoice") shall be upon the following terms and conditions:-

1. In consideration of NEON Packaging agreeing to sell the goods, the Purchaser will pay the total price set out in the Invoice 30 Days after end of month of purchase.
2. NEON Packaging reserves the following rights in relation to goods sold to the Purchaser until all amounts payable by the Purchaser to NEON Packaging on any account have been paid:
  - i. legal ownership of the goods, and the Purchaser must separate the goods from other goods held by the Purchaser and clearly identify them as belonging to NEON Packaging;
  - ii. to enter the premises of the Purchaser, or the premises of any associated company or agent where the goods are located, without liability for trespass or any resulting damage and retake possession of the goods, and
  - iii. to keep and resell any such goods.

In addition it is agreed:

- i. the Purchaser is entitled to sell the goods in its ordinary course of trade but must pay the proceeds of such sales into a separate account;
- ii. the Purchaser holds the goods as bailee, and in relation to the goods and the proceeds of any sale of the goods the buyer is a fiduciary for the seller;

Notwithstanding these rights, the risk of the goods shall pass to the Purchaser in accordance with the terms specified in the relevant contract but if no such terms are specified, the risk of the goods will pass to the Purchaser on delivery.

3. In the event of:
  - i. the liquidation, receivership, voluntary administration, arrangement or composition with creditors of the Purchaser;
  - ii. failure by the Purchaser to make any payment due to the seller

All moneys due by the Purchaser to NEON Packaging under all contracts between the parties shall immediately become payable and NEON Packaging may cancel any contract or suspend or discontinue delivery under any contract, always reserving to NEON Packaging all rights to recover any loss damage or expense incurred in respect of (i) or (ii) above or of the cancellation or suspension or continuation of delivery.

NEON Packaging shall in addition to the right contained in condition 3:-

- i. forfeit the deposit paid by the purchaser
  - ii. receive interest on any unpaid sum at a rate 2% higher than the rate charged by the Commonwealth Bank of Australia at the time of default for corporate overdrafts exceeding \$100,000.00, such interest to accrue from the date of payment until the actual date upon which payment is made and such interest is calculated daily.
4. NEON Packaging shall not be liable for failure to delivery due to the unavailability of freight, prohibitions or restrictions under any law or by any Government or any official or statutory authority, wreck, riot, epidemic, fire, flood, strike, embargo, war, hostilities between any powers, civil commotion, breakdown of machinery, failure or delay in delivery in the part of the manufacturers, merchants, agents, delay in transportation or force majeure, or due to any other cause whatsoever, and whether of a similar nature or not, beyond Smart Group Enterprise's control: and in the event of delay in delivery so caused the time for delivery shall be extended for such reasonable period after such cause or causes shall have ceased to operate as shall enable NEON Packaging to delivery, and the Purchaser shall be bound on the date specified to accept the goods and pay the price notwithstanding such a delay. However, NEON Packaging will do every reasonable thing in its power to avoid or shorten delays.
  5. The goods shall be at the risk of the Purchaser as from time of delivery. The Purchaser shall cause the goods to be insured against fire, theft and other risks. The amount of the insurance cover shall not be less than the price of the goods but in the event of a claim arising under the policy while any amount remains due to NEON Packaging in respect of the goods, Neon Packaging shall be solely entitled to receive moneys due under the policy and may apply all moneys received by it in the reduction of the amount due hereunder.
  6. The price(s) set out in this Contract have been quoted by NEON Packaging in good faith and are based on manufacturers' listed prices and/or cost of labour, raw materials, exchange rates, freight rates, customs and primage duties ruling at time of quotation; and variation, up or down to importation, to be for the purchasers account, at the discretion of NEON Packaging.
  7. Where prices are based on admission of goods under Customs Department By-Laws such prices are subject to increase if permission to import goods under a By-Law is not granted.
  8. Any description of the goods contained in the order or invoice is given by way of identification only and the use of such description shall not constitute a Contract of Sale by description.
  9. The only warranties which will attract to the goods sold under this Contract are those set out on NEON Packaging's warranty statements which are available upon request.
  10. Any agreement and any sale or supply of goods and services shall be deemed to have been made in Sydney and the Purchaser acknowledges that any dispute arising between the parties shall be heard in and be governed by the laws of the State of New South Wales.

## Guarantee:

TO: NEON Packaging Pty Ltd  
 A.B.N. **53 643 660 413**  
 6A Phiney Place, Ingleburn,  
 NSW 2565

WE (Name): \_\_\_\_\_ Of (Address): \_\_\_\_\_

And (Name): \_\_\_\_\_ Of (Address): \_\_\_\_\_

("the Guarantors")

in consideration of you at the request of the Guarantors, approving the annexed Application for Credit and agreeing to supply from time to time the person or company making the credit application ("the Applicant") with goods on credit ("the credit agreement") DO HEREBY JOINTLY AND SEVERALLY INDEMNIFY AND GUARANTEE you as follows:

1. The Guarantors shall pay you on demand all moneys which at any time are owing or payable by the Applicant to you pursuant to the credit agreement which are not paid by the Applicant within 7 days after the due date for payment as prescribed by the credit agreement whether or not demand for payment has been made by you on the Applicant.
2. You shall have the fullest liberty without affecting this Guarantee either to enforce or forebear to enforce the obligations imposed on the Applicant by extending credit to the Applicant to pay all moneys payable by the Applicant. The Guarantors will not be released by any exercise by you of any liberty or discretion under the credit agreement or by any extension of time or other indulgence given to the Applicant or by any other thing whatsoever under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.
3. This Guarantee shall be continuing guarantee to you for all debts whatsoever and whenever contracted by the Applicant with you in respect of goods to be supplied by you and shall not be wholly or partially discharged by the payment at any time of money payable by the Applicant under the credit agreement or by any settlement or account, intervening payment or by any other matter or thing whatsoever.
4. This Guarantee shall not be determined by the death of any of the Guarantors and shall bind the legal personal representatives of the Guarantors.
5. Until you have received all moneys payable by the Applicant and the Applicant has carried out all the obligations imposed by the credit agreement on the Applicant the Guarantors in the event of the Applicant being wound up or making a scheme of arrangement of its affairs will not be entitled to prove or claim in the estate of the Applicant in competition with you so as to diminish any payment which but for such proof you would be entitled to receive out of such estate and the receipt of any payments which you may receive from such estate shall not prejudice your rights to recover from the Guarantors the full amount of this Guarantee and all moneys payable by the Applicant under the credit arrangement.
6. No demand or notice was to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this agreement.
7. The Guarantors agree to indemnify you not only by reason of the nonpayment by the Applicant of all moneys payable by the applicant under the credit agreement but also in respect of all costs charges and expenses whatsoever which may incur by reason of any default on the part of the Applicant under the credit agreement.
8. The liability of the Guarantors shall not be abrogated prejudiced or affected by –
  - a. you obtaining a judgement against the Applicant;
  - b. the liability of the Applicant ceasing for any cause;
  - c. any security held or taken by you to secure the Applicant's or the Guarantors' obligations being void defective or informal;
  - d. the acceptance by you of a repudiation of the credit agreement by the Applicant and shall extend to any amount payable by the Applicant by way of damages or otherwise payable under the credit agreement or by any action taken by you.
9. If you release any Guarantor from his or her obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from his or her obligations under this Guarantee.
10. The Guarantors acknowledge that under Section 18E(8)(c) of the Privacy Act you are allowed to give a credit reporting agency personal information about the credit application entered into by the Applicant and about this Guarantee.
11. The Guarantors acknowledge and agree that you May –
  - a. seek from a credit reporting agency a credit report containing personal information about each of the Guarantors in order to assess whether to accept them as guarantors for credit applied for, of approved to, the Applicant; and
  - b. give to and seek from any credit provider named in any credit report issued by a credit reporting agency information about the credit arrangements of the Applicant or the Guarantors. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of Applicant or the Guarantors of the nature that credit providers are allowed to give or receive from each other under the Privacy Act.
12. The Guarantors agree that this guarantee shall not be avoided, released or affected by you making any variation or alteration to the terms of the credit agreement.

**Executed as a deed.**

**SIGNED**

In the presence of:

Witness Signature:

Witness Name:

Date:

**SIGNED**

In the presence of:

Witness Signature:

Witness Name:

Date:

**NEON PACKAGING PTY LTD**

**Banking details for electronic transfer of funds in payment of account.**

**Please note accounts are due for Payment 30 Days after end of month of purchase.**

**Bank: ANZ**

**Branch: Miranda, NSW**

**BSB: 012 468**

**Account: 1516 75144**

**Name: NEON PACKAGING PTY LTD**