



Hoffman Fine Chemicals

APPLICATION FOR COMMERCIAL CREDIT

HOFFMAN FINE CHEMICALS PTY LTD

Mail this application to info@hoffmanchemicals.com

APPLICANT				
Registered Entity Name:		Registered Trading Name (if different to Registered Entity Name):		
Business Street Address:		City:	State:	Zip: Country:
Billing Street Address:		City:	State:	Zip: Country:
Business Telephone Number:	Business Fax Number:	Year of Establishment:	Registered/Federal Tax ID:	
Business Email Address #1:		Business Email Address #2:		
Industry / Nature of Business:		Occupation Status of Premises Listed Above as Business Address: <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Mortgaged		
Type of Business: <input type="checkbox"/> Public Company <input type="checkbox"/> Private Company <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government Agency <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify):				
Please specify if the Registered Entity is a: <input type="checkbox"/> Subsidiary <input type="checkbox"/> Branch <input type="checkbox"/> Division		If the Registered Entity is a Subsidiary/Branch, please specify the related entity(ies):		
Requested Credit Limit in United States Dollars (USD): \$		Anticipated Monthly Spend in United States Dollars (USD): \$		
FINANCIAL INSTITUTION (Please Attach a Copy of Registered Entity's Most Recent Financial Statement)				
Bank Name:		Branch Number:	Account Number:	Banker/Contact Name:
Banker/Contact Telephone Number:		Banker/Contact Email Address #1:		Banker/Contact Email Address #2:
Bank Street Address:		City:	State:	Zip:
SUPPLIER REFERENCES (Three References Required)				
Supplier #1 Registered Entity Name:		Supplier #1 Registered Business Address:		
Supplier #1 Account Number:	Supplier #1 Telephone Number:		Supplier #1 Email Address:	
Supplier #1 Length of Association in Years:		Supplier #1 Average Monthly Spend in United States Dollars (USD): \$		
Supplier #2 Registered Entity Name:		Supplier #2 Registered Business Address:		
Supplier #2 Account Number:	Supplier #2 Telephone Number:		Supplier #2 Email Address:	
Supplier #2 Length of Association in Years:		Supplier #2 Average Monthly Spend in United States Dollars (USD): \$		
Supplier #3 Registered Entity Name:		Supplier #3 Registered Business Address:		
Supplier #3 Account Number:	Supplier #3 Telephone Number:		Supplier #3 Email Address:	
Supplier #3 Length of Association in Years:		Supplier #3 Average Monthly Spend in United States Dollars (USD): \$		
OWNERS (if Sole Proprietorship or Partnership) OFFICERS (if a Corporation, Private Company or Public Company) MEMBERS (if LLC)				
Principal #1 Social Security / Government ID Number:		Principal #1 First Name:	Principal #1 Middle-Name:	Principal #1 Surname:
Principal #1 Home Address:		Principal #1 Home Number:	Principal #1 Mobile Number:	Principal #1 Position in Entity:
Principal #2 Social Security / Government ID Number:		Principal #2 First Name:	Principal #2 Middle-Name:	Principal #2 Surname:
Principal #2 Home Address:		Principal #2 Home Number:	Principal #2 Mobile Number:	Principal #2 Position in Entity:
Principal #3 Social Security / Government ID Number:		Principal #3 First Name:	Principal #3 Middle-Name:	Principal #3 Surname:
Principal #3 Home Address:		Principal #3 Home Number:	Principal #3 Mobile Number:	Principal #3 Position in Entity:
Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors Within the Past Six Years?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Are There Any Past Due Taxes Owed by Applicant?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Are Principals Involved with Affiliated Companies? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Principals are Involved with Affiliated Companies, please list below:		



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GENERAL TERMS: This Credit Application ("Application") is between Hoffman Fine Chemicals Pty Ltd ("Hoffman Fine Chemicals", Australian Business Number 55 662 524 512, including its successors and affiliates) and the Applicant named above ("Applicant"). Applicant acknowledges it is furnishing the information requested herein, including Applicant's financial statement, for the purpose of procuring credit from time to time with Hoffman Fine Chemicals. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of Applicant's financial condition. Applicant authorizes Hoffman Fine Chemicals to obtain credit and financial information concerning Applicant at any time and from any source. Applicant authorizes Hoffman Fine Chemicals to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history.

ENTIRE AGREEMENT: This Application, along with the terms and conditions set forth on Hoffman Fine Chemicals' quotations, as well as any other mediums of communication between Hoffman Fine Chemicals and the Applicant (including, but not limited to emails, telephone calls, telephone messages, faxes and other mediums), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to Hoffman Fine Chemicals by Applicant. Applicant hereby agrees to be bound by such terms and conditions.

TERMS OF PAYMENT: In consideration of Hoffman Fine Chemicals extending credit to Applicant, Applicant agrees to pay for all material and/or services within thirty (30) days of the invoice date. All accounts are due and payable at the remittance address shown on the Hoffman Fine Chemicals invoice. Unless accompanied by specific remittance instructions, Applicant agrees that Hoffman Fine Chemicals is authorized to apply all unspecified payments at its discretion. Balances that have not been paid within thirty (30) days of the invoice date will be subject to a finance charge of 1.69% per month (equivalent to an annual percentage rate of 20.24%) accruing on a daily basis to any unpaid balance until full payment of debt and any finance charge. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Waiver of any service charge and/or interest for any month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and Hoffman Fine Chemicals are parties to a written contract. Applicant agrees to pay a reasonable fee for any checks which are returned for non-sufficient funds or are dishonored for any reason.

DISPUTE RESOLUTION: Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Hoffman Fine Chemicals' option and at a venue selected by Hoffman Fine Chemicals. In the event Hoffman Fine Chemicals elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by Hoffman Fine Chemicals. In addition to paying all sums due hereunder, Applicant agrees to reimburse Hoffman Fine Chemicals for all costs of collection including, without limitation, reasonable attorneys' fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

CREDIT LIMIT: From time-to-time Applicant may receive a credit limit which may exceed the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant shall be liable for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that Hoffman Fine Chemicals shall have no liability arising out of a credit limit being exceeded.

ASSIGNMENT: Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by Hoffman Fine Chemicals under the terms of this Application. Applicant will notify Hoffman Fine Chemicals immediately in writing of any changes in Applicant's legal entity, legal name or legal status, place of business, principals and/or owner, as well as any employees who are terminated and no longer authorized to purchase on the account.

APPLICATION OF LAWS: The parties submit to the non-exclusive jurisdiction of the State in which this Application is received by Hoffman Fine Chemicals and the law applying in that State is the proper law governing this Application.

TRUSTS: This Application bind the Applicant both personally and as trustee of any trusts of which the Applicant is trustee.

WITHDRAWAL OR VARIATION OF CREDIT OR THESE TERMS: Hoffman Fine Chemicals may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Applicant or amend the Application's terms.

SEVERANCE: Each clause and subclause of this Application is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

PRIVACY: The Applicant acknowledges that the Applicant does need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service. By signing this Application, the Applicant authorizes Hoffman Fine Chemicals to collect, maintain, use and disclose my/our personal information in the manner set out in Hanson's privacy policy as varied from time to time. The Applicant certifies that the Applicant is aware that the policy is available on Hoffman Fine Chemicals' website www.hoffmanchemicals.com or by request.

CERTIFICATION: Applicant certifies that the individual signing below is authorized to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she/they, by executing this document, shall become personally liable under its terms.

BY SIGNING HERE, THE UNDERSIGNED WARRANTS THE ABOVE APPLICATION FOR COMMERCIAL CREDIT HAS BEEN CAREFULLY READ AND THE APPLICANT UNDERSTANDS THE SAME

THE AUTHORIZED INDIVIDUALS BELOW CERTIFIES THAT THEY ARE AUTHORIZED TO EXECUTE THIS APPLICATION FOR COMMERCIAL CREDIT ON BEHALF OF THE APPLICANT

Registered Entity Name:	Date:	Signature of Authorized Individual #1 (only wet / hand-signed signatures are accepted):	Full Name of Authorized Individual #1:	Title of Authorized Individual #1:
Registered Entity Name:	Date:	Signature of Authorized Individual #2 (only wet / hand-signed signatures are accepted):	Full Name of Authorized Individual #2:	Title of Authorized Individual #2:



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PERSONAL GUARANTY: As consideration for Hoffman Fine Chemicals Pty Ltd ("Hoffman Fine Chemicals", Australian Business Number 55 662 524 512, including its successors and affiliates) extending credit to Applicant, the undersigned Guarantor(s) jointly and severally hereby personally guarantee to Hoffman Fine Chemicals the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to Hoffman Fine Chemicals, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. Guarantor further agrees to pay any and all costs and expenses of collection including attorneys' fees, in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Hoffman Fine Chemicals may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. Guarantor may revoke this Guaranty only by providing Hoffman Fine Chemicals written notice via certified mail, return receipt requested, of its intent to revoke the Guaranty on such date that shall not be less than seven (7) days after the notice is received. Revocation shall not relieve Guarantor of obligations incurred prior to the receipt of such notice. This Guaranty shall be binding upon Guarantor and his/her/their successors, heirs and assigns. Guarantor authorizes Hoffman Fine Chemicals to obtain and use Credit Reports from time to time concerning Guarantor to evaluate current and ongoing credit worthiness in connection with the extension of business credit to Applicant. Guarantor acknowledges that he/she/they are also bound by the terms set out in this Application relating to the obligations of Applicant.

BY SIGNING HERE, THE UNDERSIGNED WARRANTS THE ABOVE APPLICATION FOR COMMERCIAL CREDIT HAS BEEN CAREFULLY READ AND THE GUARANTOR UNDERSTANDS THE SAME

Guarantor #1 Social Security / Government ID:	Date:	Signature of Guarantor #1 (only wet / hand-signed signatures are accepted):	Full Name of Guarantor #1:	Residential Address of Guarantor #1:	Date of Birth of Guarantor #1:
Guarantor #2 Social Security / Government ID:	Date:	Signature of Guarantor #2 (only wet / hand-signed signatures are accepted):	Full Name of Guarantor #2:	Residential Address of Guarantor #2:	Date of Birth of Guarantor #2:

SPACES BELOW ARE FOR HOFFMAN FINE CHEMICALS PTY LTD INTERNAL USE ONLY

Staff Member Full Name:	Staff Member Title:	Date:	Signature of Staff Member:	Manager Full Name:	Signature of Manager:
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Additional Commentary: