

COMMERCIAL CREDIT APPLICATION

APPLICANTS LEGAL ENTITY NAME ("CUSTOMER"):		
ACN (IF A COMPANY):		ABN (MANDATORY):
TRADING NAME		
TRUSTEE DETAILS (IF APPLICABLE):		
TRADING ADDRESS:		
STATE:	POSTCODE:	EMAIL:
TEL: ()	FAX: ()	

ACCOUNTS PAYABLE CONTACT DETAILS	
CONTACT NAME:	CONTACT PHONE:
CONTACT E-MAIL ADDRESS:	
EMAIL ADDRESS FOR INVOICES / STATEMENTS:	

I/We apply for credit on the General Terms and Conditions of Supply & Rental Terms and Conditions of Supply ("Terms & Conditions"), as published on the United Equipment Website (www.unitedequipment.com.au). I/We acknowledge that these Terms and Conditions may be updated from time to time. I/We warrant that I/We have read, understood and agree to these Terms and Conditions, which shall apply each and every time the Customer Hires equipment, purchases parts or engages the services of United Equipment Pty Ltd . I/We apply in both in our personal capacity and for and on behalf of any trust (if applicable).

_____	_____	_____
Sole Trader / Partner / Director Signature	Position / Title	Date

This section to be completed if Sole Trader or Individuals in a Partnership

PROPRIETORS FULL NAME	DATE of BIRTH	DRIVER'S LICENSE NO	RESIDENTIAL ADDRESS	TELEPHONE
1				
2				
3				

GUARANTEE

I/We _____ (Guarantor/s Name) (the "Guarantor/s") in connection with the supply of goods by United Equipment Pty Limited (the "Supplier") to _____ (Customer Name) (the "Customer") jointly and severally agree with the Supplier the terms set out below.

1. The Guarantor has requested that the Supplier accept the application for credit made by the Customer.
2. In consideration for the Supplier accepting the Customer's application for credit at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees the punctual payment of all money owing to the Supplier by the Customer under or in connection with goods supplied under the Terms of Trading (the "Guaranteed Money").
3. The Guarantor must on demand immediately pay to the Supplier an amount equal to any amount of Guaranteed Money not paid by the Customer by the due date for payment, even if the Supplier has not made a demand for payment on the Customer.
4. The Guarantor indemnifies the Supplier against any and all loss or damage (including, without limitation, direct, indirect and consequential loss) which the Supplier suffers as a direct or indirect result of:
 - (i) the Customer or a Guarantor failing to pay any Guaranteed Money to the Supplier;
 - (ii) the Customer breaching any provision of the Terms of Trading or any other agreement with the Supplier; or
 - (iii) any insolvency event occurring in respect of the Customer or any other Guarantor.
5. The Guarantor's obligations under clause 4 are that of principal debtor and not merely as surety.
6. The Guarantor's obligations under clauses 2, 3 and 4 and its other obligations under this Guarantee:
 - (i) are continuing obligations, separate and independent from the Guarantor's other obligations under this Guarantee;
 - (ii) extend to all amounts of Guaranteed Money presently owing or owing at any time in the future; and
 - (iii) remain in force until the Supplier (in its sole discretion) notifies the Guarantor in writing of the discharge of the obligations.
7. The Guarantor's obligations under this Guarantee are not affected by anything which might otherwise operate to release, affect or discharge them in any way (whether at law or equity).
8. The Supplier may enforce any right under this Guarantee regardless of whether it has made a demand on the Customer or enforced any other security.
9. The Guarantor cannot withdraw from, terminate or revoke this Guarantee.
10. The Guarantor must not, without the prior written consent of the Supplier, prove in the insolvency of the Customer or receive any benefit or distribution in respect of the winding up or liquidation of the Customer.
11. The Guarantor must not, without the prior written consent of the Supplier, exercise any set off or counterclaim right which could reduce or limit the amount of the Guaranteed Money payable to the Supplier.
12. The Supplier may credit any amounts it receives under this Guarantee towards the satisfaction of the Guaranteed Money in such order or priority as the Supplier, in its sole discretion, considers appropriate.
13. Where there is more than one Guarantor, the obligations of each Guarantor will be joint and several obligations. A Guarantor will not be released from its obligations under this Guarantee by reason of another Guarantor not signing this Guarantee, being released from liability under this Guarantee by the Supplier or otherwise ceasing to have obligations under this Guarantee.
14. The Guarantor acknowledges that it expects to obtain a commercial benefit as a result of providing this Guarantee to the Supplier.
15. The Guarantor charges to the Supplier all of its present and future undertaking and assets (including any real property assets it has an interest in) as security for the due and punctual payment to the Supplier of all present and future amounts payable by the Customer under or in connection with the Customer's credit. The Guarantor acknowledges and agrees that the Supplier may at its discretion, register a caveat or other security interest over any real property owned by the Guarantor. The Guarantor must pay any tax or duty payable as a result of the creation of this charge.
16. This Guarantee is governed by the laws in force in Western Australia and the Customer and the Supplier submit to the non-exclusive jurisdiction of the courts of Western Australia.
17. If any provision of this Guarantee is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from this Guarantee without affecting the validity or enforceability of the remaining provisions.

Executed as a deed

SIGNED SEALED AND DELIVERED by _____) _____ (Guarantor Name)
_____)

Signature of witness Signature of Guarantor

Name of witness (please print)

SIGNED SEALED AND DELIVERED by _____) _____ (Guarantor Name)
_____)

Signature of witness Signature of Guarantor

Name of witness (please print)