

## COMMERCIAL CREDIT APPLICATION AND GUARANTEE

APPLICANTS LEGAL ENTITY NAME ("CUSTOMER"):	
ACN (IF A COMPANY):	ABN (MANDATORY):
TRADING NAME:	
TRUSTEE DETAILS (IF APPLICABLE) Normally a company that ends in " <b>Pty Ltd</b> ":	
POSTAL ADDRESS:	
STATE:	POSTCODE:
TEL:	EMAIL:

<b>ACCOUNTS PAYABLE CONTACT DETAILS</b>	
CONTACT NAME:	CONTACT PHONE:
EMAIL ADDRESS FOR INVOICES & STATEMENTS:	

I/We apply for credit from United Equipment Pty Ltd ("the Supplier") on the General Terms and Conditions of Supply & Rental Terms and Conditions of Supply ("Terms & Conditions"), as published on the Supplier's Website ( [www.unitedequipment.com.au](http://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 the Supplier. I/We apply in both in our personal capacity and for and on behalf of any trust (if applicable). Where credit is approved, it is approved on the basis that the guarantor(s) guarantee(s) payment of the Customer's obligations as set out in the guarantee which forms part of this application.

_____ <b>Sole Trader / Partner / Director Signature</b>	_____ <b>Position / Title</b>	_____ <b>Date</b>
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**This section to be completed if applicant is a Sole Trader or Individuals in a Partnership**

**\*\* Please note that a Driver's Licence will be required to verify the below.**

FULL NAME	DATE of BIRTH	DRIVER'S LICENSE NO	RESIDENTIAL ADDRESS	TELEPHONE
1.				
2.				
3.				
4.				

**GUARANTEE** - please ensure all signatures are done in Pen (electronic signatures are not able to be accepted).

I/ We \_\_\_\_\_ (Guarantor/s Name) (the "Guarantor/s") in connection with the supply of goods and/or services by United Equipment Pty Limited (the "Supplier") to 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 arising in any way whatsoever (the "Guaranteed Moneys").
3. The Guarantor/s acknowledges and accepts that this Guarantee can only be released by the Supplier and that any release must be done in writing by the National Credit Manager or CFO of United Equipment Pty Ltd. For the avoidance of doubt, this Guarantee remains on foot until the Supplier releases it.
4. In the event that the Customer fails to pay to the Supplier any Guaranteed Moneys by the due date for payment, the Guarantor must immediately pay such monies to the Supplier whether or not demand has been made to the Guarantor and even if the Supplier has not made a demand for payment on the Customer.
5. 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.
6. The Guarantor's obligations under clause 4 are that of principal debtor and not merely as surety.
7. 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 a Director, Chief Financial Officer or National Credit Manager of the Supplier notifies the Guarantor in writing of the discharge of the obligations.
8. 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). The Guarantor cannot withdraw from, terminate or revoke this Guarantee.
9. 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.
10. 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.
11. 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.
12. 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. 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 costs associated with the lodgement and withdrawal of the Caveat on a full indemnity basis.
13. 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 this Guarantee and 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 and any costs associated with the lodgement and withdrawal of a caveat on an indemnity basis.
14. 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.

**SIGNED by**

\_\_\_\_\_ **Guarantor Name**

\_\_\_\_\_ **Signature of Guarantor**

\_\_\_\_\_ **Witness Name**

\_\_\_\_\_ **Signature of Witness**

**SIGNED by**

\_\_\_\_\_ **Guarantor Name**

\_\_\_\_\_ **Signature of Guarantor**

\_\_\_\_\_ **Witness Name**

\_\_\_\_\_ **Signature of Witness**