

Credit Application

To be returned to :

Entire Tech – Attention Accounts (marked as “Strictly Private and Confidential”) PO Box 4150, Myaree BC WA 6960 or emailed to admin@entire.tech. Please note that all fields on this form are mandatory.

| | | | | |
|----------------------|-----------------|-------------|-----------------|-----------------------------|
| Company Name | | | | |
| Trading Name | | | | |
| Phone | | | Fax: | |
| Business Address | | | | |
| Billing Address | | | | |
| Contact Name (s) | | | | |
| Email (for invoices) | | | | |
| Business Type | Sole Trader | Partnership | PTY LTD Company | Public Company |
| Establishment Date | | | Industry | |
| ACN Number | (if applicable) | | ABN: | |
| Line of Credit | \$5,000 | \$10,000 | \$15,000 | _____ (or otherwise agreed) |

| | |
|-----------|---|
| Directors | 1 |
| | 2 |
| Address | 1 |
| | 2 |

| | | | | | |
|--------------|--|------|-----------------|---------|--|
| Name of Bank | | BSB: | | Acc No: | |
| Address | | | | | |
| Phone Number | | | Contact Person: | | |

Trade References (Please list 3 trade references)

| | | | | |
|-----------------|--|--|---------------------|--|
| 1. Company Name | | | | |
| Phone | | | Contact Person: | |
| Address | | | Years Trading With: | |
| 2. Company Name | | | | |
| Phone | | | Contact Person: | |
| Address | | | Years Trading With: | |
| 3. Company Name | | | | |
| Phone | | | Contact Person: | |

Terms of Credit Application

Please take the time to read the terms set out below before submitting this application as we will not be responsible for any error or misunderstanding on your part.

Entire Tech
ABN: 52 640 714 049

1. Definitions

- 1.1. *Us, we or our* means Entire Tech (ABN: 52 640 714 049).
- 1.2. *You* means the customer/accountholder who has signed or authorised this application for credit.
- 1.3. *Invoice* means the documents that lists the Goods and Services supplied by us to you, that is payable by you.
- 1.4. *Goods* are any products or services that are sold by us to you.
- 1.5. *Application* means this application by an individual or business seeking to apply for credit with us.
- 1.6. *Direct debit* means the authority to direct debit your nominated bank account any payable amounts owed by you to us.

2. Application

- 2.1. We offer you this application for credit payment terms and a spending limit as indicated on page 1. The spending limit may be altered upon a written request by you and contingent upon approval by us.
- 2.2. We retain the right to refuse any credit application for any reason.

3. Payment terms

- 3.1. Payment terms are strictly thirty (30) days from date of invoice for all Goods and Services* (with the exception of Managed Services) supplied by us to you.

** Payment terms are strictly fourteen (14) days from date of invoice for monthly Managed Services charges.*

4. Variable direct debit authorisation for Monthly Managed Services

- 4.1. You agree to authorise us to direct debit your nominated bank account for all Monthly Managed Services charges (not relating to hardware or labour costs). Please refer to our Direct Debit Request and Service Authorisation form (DDSRA Form).

5. Penalty interest and charges

- 5.1. If your account becomes overdue, your account will be placed on credit hold and no further works will be conducted until payment is received for any overdue balances.
- 5.2. In addition to a credit hold, we may also issue a Late Payment Fee of \$10.00 + GST per month on overdue balances.

6. Risk and Title:

- 6.1. Title in any Goods will not pass to you until we have been paid in full.
- 6.2. You irrevocably agree and undertake that we (and our servants or agents) will have the right, without prejudice to any other rights the company may have, with notice to, enter upon your premises and take possession and remove the Goods wherever situated.
- 6.3. In the event of us instructing our debt collection agency to collect an overdue balance, all legal or collection fees shall be payable by you.
- 6.4. We will not assume any responsibility for loss or damage in transit or thereafter, by us or any third party of goods sold by us to you.
- 6.5. We will not assume any responsibility for any defect of goods sold (whether patent or latent).
- 6.6. We also indemnify ourselves against any claims made by any third party arising out of any such defects.

7. Jurisdiction of Law

- 7.1. You agree that any contract for sale of Goods is made in the state of Western Australia.
- 7.2. You agree to submit any and all disputes to the the courts of Western Australia or any court competent to hear appeals therefrom.

8. Duty of Disclosure

I / We certify that:

- a) The information you have given on this form is true and correct.
- b) You are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator or managing controller, receiver, manager or liquidator.
- c) You will notify us in writing if there is any change in the ownership or control of the accountholder company.
- d) The accountholder has not entered into and does not intend to enter into any scheme of arrangement with any creditors either formally through a court or otherwise.
- e) None of the directors, partners or proprietors has been a director of a company placed into liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act of 1966 (as amended).
- f) We are authorised to obtain from credit reporting agencies and other credit providers, personal and/or commercial information relating to the applicant for the purposes of assessing this applicant for credit and collecting any overdue payments.
- g) We are authorised to give information on the applicant's credit worthiness, as allowed by the Privacy Act 1988, to credit reporting agencies and other credit providers.
- h) You are authorised to apply for credit facilities on behalf of the account holder.
- i) You understand and acknowledge all of the above terms and conditions.

For and On Behalf of (company Name): _____

| | | |
|--|---|------|
| Director's Signature (or Authorised Person) | 1 | |
| Name | | Date |

| | | |
|--|---|------|
| Director's Signature (or Authorised Person) | 2 | |
| Name | | Date |

| | | |
|-------------------|---|------|
| Witness Signature | 1 | |
| Name | | Date |