

Trading Account Application Form

I'm applying for a: 30 Day Account
 Cash Account

Existing Account No:

Trading Name:

Legal Name:

ABN: ACN:

Business Address:

State: Postcode:

Postal Address:

State: Postcode:

Main Contact:

Phone No: Fax No: Mobile No:

Accounts Contact:

Phone No: Fax No: Mobile No:

Email:

Invoices / Statements: Emailed Posted

Premises: Rented Owned If Owned, value: \$ Mortgage: \$

Trade References

Name: Tel:

Name: Tel:

Sole Trader / 1st Partner / Director or Trustee

Name:

Address:

State: Postcode:

Date of Birth: // Drivers Licence No: Tel:

2nd Partner / Director or Trustee

Name:

Address:

State: Postcode:

Date of Birth: // Drivers Licence No: Tel:

3rd Partner / Director or Trustee

Name:

Address:

State: Postcode:

Date of Birth: // Drivers Licence No: Tel:

Privacy Notice & Consent

PRIVACY NOTICE AND CONSENT

The information that you provide to "DuluxGroup" (which means the DuluxGroup entity specified on this Application and its related entities) under and in relation to this Application may contain information or an opinion about an identified or reasonably identifiable individual ("Personal Information"). By signing where indicated below, you, the Applicant:

1. provide consent or, if the Personal Information is not information about you, must obtain consent, to the collection, use and disclosure of the Personal Information in accordance with this Privacy Notice and Consent and DuluxGroup's privacy policy as set out at www.duluxgroup.com.au/privacy-policy and, in particular, to the collection, use and disclosure of the Personal Information by DuluxGroup, to the extent permitted by law, for the purpose of:
 - (a) assessing this Application and any subsequent application for a commercial credit account (including periodic reviews of the account, or reviews as a result of changes (e.g. credit limit), which DuluxGroup may treat as a new application);
 - (b) providing you with DuluxGroup's goods and services and processing your transactions and account, including disclosure to third parties necessary to process such transactions (including legal and other professional advisers, credit reporting and collection agencies, print services providers, call centres, mail houses, service providers and contractors);
 - (c) verifying, maintaining and updating DuluxGroup's records;
 - (d) allowing DuluxGroup to contact the relevant individuals by telephone, mail, electronically or otherwise to provide the relevant individuals with marketing or other information about goods and services which may interest them (unless and until they tell DuluxGroup not to);
 - (e) allowing market research agencies to contact the relevant individuals by telephone, mail, electronically or otherwise to conduct market research in relation to products and services you have acquired from or are offered by DuluxGroup and related matters (unless and until they tell DuluxGroup not to); and
 - (f) allowing DuluxGroup to exercise any rights DuluxGroup may have under the Conditions of Sale or to recover any monies due and payable by you;
2. if you are an individual, consent to DuluxGroup exchanging Personal Information (including information about your personal credit worthiness) with credit reporting bodies ("CRBs") for purposes including assessing an application by you for commercial credit and collecting overdue payments;
3. consent to DuluxGroup exchanging information about you (including information about your commercial and if applicable, personal, credit worthiness), your directors and your employees with trade references named in this or any previous application with us, with other credit providers and with businesses that provide information on the commercial credit worthiness of persons, for purposes including assessing this Application, reviewing, assessing and commenting on your credit worthiness, determining your credit/default status, managing credit facilities, collecting overdue payments and creating assessments and ratings of your credit worthiness;
4. consent to DuluxGroup exchanging Personal Information with any guarantor or potential guarantor for purposes including assisting them to decide whether to guarantee your credit obligations;
5. acknowledge that if you do not disclose all the information requested in this Application, DuluxGroup may not be in a position to provide you with credit or provide you with the products or services you require;
6. agree to take reasonable steps to ensure that each individual referred to in the Personal Information is aware of that fact that DuluxGroup have received that individual's information, and that DuluxGroup will treat the information in accordance with DuluxGroup's privacy policy; and
7. acknowledge that you have obtained and reviewed DuluxGroup's privacy policy (available on request or via www.duluxgroup.com.au/privacy-policy) which contains further details regarding the personal information DuluxGroup collect, how DuluxGroup collect it, what DuluxGroup do with it, with whom DuluxGroup share it (including the types of service providers DuluxGroup use), where DuluxGroup send it (including other countries), the CRBs DuluxGroup use and your information access, correction, complaint, opt-out and other privacy rights regarding DuluxGroup and CRBs.

WARRANTIES

By signing where indicated below, you:

8. acknowledge that you have obtained, read, understood and accept DuluxGroup's Privacy Notice and Consent and privacy policy set out at www.duluxgroup.com.au/privacy-policy and agree to be bound by them;
9. acknowledge that you have obtained, read, understood and accept the Conditions of Sale as amended by us from time to time, the most recent version of which can be found at: www.duluxgroup.com.au/Conditions-of-Sale. You agree that by ordering goods from us from time to time, you are offering to do so on the most up to date version of the Conditions of Sale and agree to be bound by them;
10. acknowledge that any notice from DuluxGroup to you will be deemed to have been given if delivered or posted by prepaid post to any of the addresses you have nominated in this Application, or sent to you via email to your nominated email address;
11. agree that DuluxGroup may give you any document relating to the making of a contract for trade credit by making the document available to you by means of electronic communication (including by sending it to the email address you have provided);
12. agree to sign any document which you are required to sign and which is made available to you electronically, in the manner stipulated by DuluxGroup;
13. authorise DuluxGroup to identify you using electronic means and confirm that your electronic signature in respect of any document using that electronic means will evidence your intention to agree to the terms of that document;
14. agree that any requirement that DuluxGroup sign a document may be met by means of electronic communication;
15. confirm that:
 - (a) the Applicant's constituent documents (including any constitution) have been complied with;
 - (b) you have been duly appointed and authorised to sign this Application on behalf of the Applicant; and
 - (c) this Application has been duly executed by the Applicant in accordance with the Applicant's constituent documents;
16. agree that to the extent permitted by law, DuluxGroup may give you any notice, statement or document it is required to provide in relation to the Application for trade credit by:
 - (a) sending the notice, statement or document to an electronic address nominated by you or making the notice, statement or document available for a reasonable period on DuluxGroup's information system for retrieval by electronic communication by you;
 - (b) promptly notifying you by electronic communication that the notice, statement or document is available and of the nature of it; and
 - (c) providing you with the ability to retrieve the notice, statement or document by electronic communication;
17. acknowledge and understand that:
 - (a) paper documents may no longer be provided to you by DuluxGroup, unless specifically requested;
 - (b) electronic communications must be regularly checked for documents; and
 - (c) you may withdraw your consent to the giving of documents to you by electronic communication at any time by a prior notice to DuluxGroup;
18. warrant that all information provided by you in connection with this Application is true and correct and not misleading or deceptive;
19. agree the terms of payment are 30 days from date of invoicing unless otherwise agreed in writing by us;
20. agree credit may be withdrawn at any time without prior notice in accordance with the Conditions of Sale;
21. agree to notify DuluxGroup immediately in writing of any change of your ownership, legal entity or address; and
22. agree to provide Directors' Personal Guarantees should this be required by us.

I am authorised to sign this Credit Application on behalf of

Business/Company Name

and the information to the best of my knowledge is true and correct.

Signature:

Date:

Name:

Guarantee & Indemnity

TO: DuluxGroup
CONTRACT OF GUARANTEE AND INDEMNITY

A. The Guarantors acknowledge that (insert Company Name/Applicant name)

Company Name / Applicant name:

ABN / ACN:

("the Applicant") has, at the request of the Guarantors, submitted an application to be supplied credit by DuluxGroup.

B The Guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the provision of credit, to the Applicant by DuluxGroup, and that the Guarantee and Indemnity hereby granted is enforceable by DuluxGroup or any of its related entities which has supplied credit to the Applicant.

OPERATIVE PART

1 The Guarantors:

- (a) guarantee punctual payment to DuluxGroup of all amounts which the Applicant does now or may at any time in the future owe to DuluxGroup;
- (b) guarantee punctual and correct compliance with all obligations (including payment obligations) which the Applicant owes now or may in the future owe to DuluxGroup;
- (c) indemnify DuluxGroup against any loss it may suffer if the Applicant does not meet any of its obligations.

2 This Guarantee and Indemnity creates a principal obligation from the Guarantor to DuluxGroup and it is in addition to any security which DuluxGroup holds from the Applicant. This Guarantee and Indemnity may be enforced without DuluxGroup having to take any steps against the Applicant or its security.

3 This Guarantee and Indemnity is not affected and is still enforceable;

- (a) if any amount owing to DuluxGroup by the Applicant is not recoverable by DuluxGroup for any reason at all;
- (b) if DuluxGroup does not comply with any law or any agreement with the Applicant;
- (c) if DuluxGroup grants any time, release or other concession to the Applicant or the Guarantors or any one or more of the Guarantors;
- (d) if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;
- (e) in the event of death, incapacity, administration, bankruptcy or insolvency of the Applicant or of any of the Guarantors;
- (f) if a payment by the Applicant or by any Guarantor to DuluxGroup is set aside in bankruptcy, litigation or official management of the Applicant or of any Guarantor;
- (g) if a Guarantor ceases to be director of or be involved with DuluxGroup or the status or structure of the Applicant or any Guarantor changes at all;
- (h) if DuluxGroup agrees to extend or increase, at any time any credit limit imposed on the Applicant;
- (i) if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.

4 This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between DuluxGroup and the Applicant are ended, all amounts owing to DuluxGroup by the Applicant are paid, and all obligations of the Applicant to DuluxGroup are complied with in full.

5 Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:

- (a) this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases;
- (b) any Guarantor dies or becomes insolvent; or
- (c) if one of them is unable to perform his or her other obligations under this Guarantee and Indemnity.

6 The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

7 Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real and personal property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by DuluxGroup, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by DuluxGroup and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by DuluxGroup to be his or her other true and lawfully attorney to execute and register such instrument. The Guarantor, authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the Powers of Attorney Act 1998 (Qld) or other applicable legislative requirements. The Guarantors will pay all costs associated with securing this charge.

8 I / we acknowledge and agree that DuluxGroup may seek from a credit reporting agency a credit report containing personal information about me / us to assess whether to accept me / us for credit applied for or provided by DuluxGroup.

9 If the Applicant is a trustee of a trust, the Guarantors warrant that the Applicant has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.

10 If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them.

11 "DuluxGroup" means the entity which is specified on the Applicant's credit application, or otherwise DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427 and any related bodies corporate as defined in the Corporations Act 2001, and both "DuluxGroup" and "Applicant" includes their respective successors and assigns.

12 "Guarantors" includes the successors and assigns or heirs, executors, administrators and assignees of each Guarantor.

13 This Guarantee and Indemnity is governed by the laws of Victoria.

<p>GUARANTOR Full Name: <input style="width: 90%;" type="text"/></p> <p>Personal Address: <input style="width: 90%;" type="text"/></p> <p style="margin-left: 20px;">State: <input style="width: 15%;" type="text"/> Postcode: <input style="width: 15%;" type="text"/></p> <p>GUARANTOR Signature: <input style="width: 80%;" type="text"/> Date: <input style="width: 15%;" type="text"/></p>	<p>Date of Birth: <input style="width: 100%;" type="text"/></p> <p>Suburb: <input style="width: 95%;" type="text"/></p> <p>Drivers Licence No: <input style="width: 95%;" type="text"/></p> <p>Phone No: <input style="width: 95%;" type="text"/></p>
<p>GUARANTOR Full Name: <input style="width: 90%;" type="text"/></p> <p>Personal Address: <input style="width: 90%;" type="text"/></p> <p style="margin-left: 20px;">State: <input style="width: 15%;" type="text"/> Postcode: <input style="width: 15%;" type="text"/></p> <p>GUARANTOR Signature: <input style="width: 80%;" type="text"/> Date: <input style="width: 15%;" type="text"/></p>	<p>Date of Birth: <input style="width: 100%;" type="text"/></p> <p>Suburb: <input style="width: 95%;" type="text"/></p> <p>Drivers Licence No: <input style="width: 95%;" type="text"/></p> <p>Phone No: <input style="width: 95%;" type="text"/></p>
<p>WITNESS Full Name: <input style="width: 90%;" type="text"/></p> <p>WITNESS Signature: <input style="width: 80%;" type="text"/> Date: <input style="width: 15%;" type="text"/></p>	<p>Date of Birth: <input style="width: 100%;" type="text"/></p> <p>Drivers Licence No: <input style="width: 95%;" type="text"/></p> <p>Phone No: <input style="width: 95%;" type="text"/></p>