



PO Box 164 Tullamarine  
Vic Australia 3043  
Ph +61 3 8560 2680  
peter@aspglobal.com.au

ABN 92 138 918 046

**ASP Global Pty Ltd**  
Founding Member WCA 1<sup>st</sup> in Australia

## APPLICATION FOR TRADING ACCOUNT

### ASP Global Pty Ltd

We refer to your recent enquiry regarding credit terms with our company.

Enclosed is our standard "Application for Credit Account" form, which we ask you to complete, sign and return to us.

The maximum credit limit will be 30 days EOM. Unless otherwise agreed

The points mentioned below will apply to the account:

The granting of credit is at the sole discretion of ASP Global Pty Ltd

- Credit may be withdrawn or varied at any time. This will be in advised in writing
- You must inform ASP Global Pty Ltd of any changes to the particulars on the application form.

The account will operate in the following way:

- Local charge invoices are due for payment 30 days from EOM.
- Duty/GST disbursements are due for payment at the time of clearance.
- Extension of payments for GST and disbursements, if approved, will incur a fee of 5% of Value
- A statement will be issued monthly.
- If payment is not received by the due date the credit terms may be suspended. The account will then revert to cash in exchange for release of documents/goods.
- Account will be deemed to be in default after 45 days default interest will apply at 3.5% per day

Should you have queries in regards to this document, please contact your ASP Global Representative.

Yours Faithfully,

Peter King  
Director  
ASP Global Pty Ltd

ALL BUSINESS SUBJECT TO OUR TERMS AND CONDITIONS, COPIES OF WHICH ARE AVAILABLE UPON REQUEST





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**APPLICATION FOR TRADING ACCOUNT**  
**ASP Global Pty Ltd**

REGISTERED COMPANY NAME:.....  
 TRADING AS:.....  
 TYPE OF BUSINESS:.....  
 REGISTERED COMPANY ADDRESS:.....  
 .....POST CODE:.....  
 POSTAL ADDRESS:.....POSTCODE:.....  
 PHONE #:..... FAX #:..... A.B.N.....  
 DIRECTORS NAMES & ADDRESSES:.....  
 .....  
 ACCOUNTS CONTACT:.....EMAIL:.....PH:.....

**TRADE REFERENCES:**

COMPANY NAME & CONTACT	PHONE & Email address	SPENDING PATTERN PER MONTH	ACCOUNT TERMS	COMMENTS
Contact:				

COMPANY NAME & CONTACT	PHONE #	SPENDING PATTERN PER MONTH	ACCOUNT TERMS	COMMENTS
Contact:				

COMPANY NAME & CONTACT	PHONE #	SPENDING PATTERN PER MONTH	ACCOUNT TERMS	COMMENTS

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Contact:				
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**WE HEREBY AGREE TO THE FOLLOWING CONDITIONS OF TRADING:**

1. ALL TRADING IS SUBJECT TO ASP GLOBAL PTY LTD STANDARD TERMS AND CONDITIONS, WHICH ARE AVAILABLE UPON REQUEST.
2. YOUR PAYMENT TERMS ARE **DISBURSEMENTS OVER \$500.00 PAYABLE UPON REQUEST ALL OTHER CHARGES ARE 30 DAYS FROM INVOICE DATE.**
3. ANY COSTS INCURRED BY ASP GLOBAL PTY LTD AS A RESULT OF ANY COLLECTION PROCEDURES IMPLEMENTED WHERE A DEBTOR DOES NOT COMPLY WITH AGREED PAYMENT TERMS AS SET OUT ABOVE ARE PAYABLE BY THE DEBTOR.

**4: Personal / Directors Guarantee and Indemnity**

IN CONSIDERATION of ASP Global Pty Ltd and its successors and assigns ("the Company")  
 at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods aid/or services to  
 \_\_\_\_\_ ("the Customer")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Company of all moneys which are now owing to the Company by the Customer and all further sums of money from time to time owing to the Company by the Customer in respect of goods and services supplied or to be supplied by the Company to the Customer or any other liability of the Customer to the Company, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Company. If for any reason the Customer does not pay any amount owing to the Company the Guarantor will immediately on demand pay the relevant amount to the Company.
2. HOLD HARMLESS AND INDEMNIFY the Company on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b (hereof) incurred by or assessed against the Company in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of moneys owing to the Company by the Customer including the enforcement of this guarantee, and including but not limited to the Company's nominees' costs of collection, including commissions, and legal costs calculated on an indemnity basis or a solicitor and own client basis whichever is the higher; or
  - (c) moneys paid by the Company with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Comply, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Company to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity is additional and in conjunction with the terms and conditions of the Company and should be read as such.
4. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Company by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Company's part (whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of

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any guarantor. Without affecting the Customer's obligations to the Company, each guarantor shall be a principal debtor and the to the Company accordingly.

6. If any payment received or recovered by the Company is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Company shall each be restored to the position in which they would have been had no such payment been made.

7. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.

8. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.

9. In the event of any default of payment by the Customer, the Guarantor hereby charges their interest in any and all land registered in their name as security for payment of monies owing pursuant to this Guarantee and Indemnity to the Company.

10. I/We have been advised to obtain independent legal advice before executing this Guarantee. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Company.

11. The above information is to be used by the Company for all purposes in connection with the Company considering this guarantee and the subsequent enforcement of the same.

12. I/we irrevocably authorize the Company to obtain from any person or company any information which the Company may require for credit reference purposes. I/We further irrevocably authorize the Company to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Company as a result of this guarantee being actioned by the Company.

EXECUTED as a Deed this                      day of    20

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Note: 1. If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the guarantor(s) should be the president and secretary or another committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT**  
**YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Completed By ..... Title ..... Signature:..... Date:.....

Present address:.....

signature of Witness..... name of Witness:..... Occupation .....

Approved by Mr. P King .....

Sales Manager .....

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