

# Ostindo International Pty Ltd – CREDIT APPLICATION FORM

All Correspondence to: P.O. Box 5035, Hallam, Vic 3803. Australia. Tel: 61 3 9703 5777 / Fax: 61 3 9703 5788

Email: [sales@ostindo.com.au](mailto:sales@ostindo.com.au) / Web page: [www.ostindo.com.au](http://www.ostindo.com.au)

The following Applicant hereby applies for credit facilities with Ostindo International Pty Ltd (ACN 006 424 022) (otherwise referred to as "the Company"), such facilities to be governed by the Terms and Conditions of Trading attached hereto which the Applicant/Director(s)/Proprietor(s) acknowledges that it has read and understood. By making this application, the Applicant agrees to be bound by such Terms and Conditions.

## APPLICANT'S DETAILS

REGISTERED COMPANY/TRADING NAME: ..... ABN/ACN No: .....

BUSINESS ADDRESS: .....

TEL NO: ..... FAX NO: ..... EMAIL: .....

REGISTERED ADDRESS: .....

TEL NO: ..... FAX NO: ..... EMAIL: .....

CONTACT PERSON: ..... TEL NO: .....

## TRADE REFERENCES:

1. NAME ..... TEL NO: .....

2. NAME ..... TEL NO: .....

## AGREEMENT TO GUARANTEE AND INDEMNIFY

To: OSTINDO INTERNATIONAL PTY LTD (ACN 006 424 022/ABN 53 006 424 022)

## PROPRIETOR(S) AND DIRECTOR (S) DETAILS: (Directors are required to sign this as Guarantor and Indemnity)

1. NAME: ..... TEL NO: ..... FAX NO: .....

Driver License number and Photo copy .....

HOME ADDRESS .....

2. NAME: ..... TEL NO: ..... FAX NO: .....

Driver License number and Photo copy .....

HOME ADDRESS .....

WE GUARANTEE payment of all monies and performance of all obligations by the Applicant or any of us arising from any dealing with you whatsoever.

WE INDEMNIFY YOU against all losses you sustain whatsoever as a result of any dealing you have with the Applicant or any of us.

- WE AGREE:
- (a) to pay to you any amount certified by you as payable before we become entitled to dispute whether that amount is payable.
  - (b) that this agreement shall remain effective notwithstanding any conduct or event which, but for this clause may have the effect of releasing the Applicant or any of us.
  - (c) this agreement is signed by us both in our personal capacity and as Trustee of each and every trust of which we are trustee.

WE CHARGE in your favour all of our estate and interest in any asset or trust asset, and including any land in which we now have any interest (or in which we later acquire any interest) with payment of all monies owed to you by the Applicant or any of us.

CONSIDERATION: You to grant credit from time to time and to forbear from taking any legal action for one month against the Applicant or any of us.

PROPER LAW: We agree that this agreement to Guarantee and Indemnify and any claim and any dispute between the Creditor, the Applicant or any of us at all shall be governed by Victorian Law and heard in the appropriate Victorian Court at Melbourne.

## DEFINITIONS:

- (a) "You" and "Your" shall be a reference to each of the Companies listed below as the "Creditor(s) jointly and severally.
- (b) "We" and "Us" shall be reference to each of the Guarantors and the Applicant jointly and severally.

## THE PARTIES

A. THE CREDITOR: OSTINDO INTERNATIONAL PTY LTD (ACN 006 424 022)

B. THE APPLICANT:

C. THE GUARANTORS:

1. Name ..... Signature .....

Witness Name ..... Signature .....

2. Name ..... Signature .....

Witness Name ..... Signature .....

DATED this ..... day of ..... 20.....

**OSTINDO INTERNATIONAL PTY LTD**  
**TERMS AND CONDITIONS OF TRADING**

1. Throughout these Terms and Conditions the term "Company" shall mean Ostindo International Pty Ltd ACN 006 424 022, the term "Applicant" shall mean the person/company/trading name to whom credit shall be supplied and the term "goods" shall mean all goods supplied by the Company to the Purchaser.
2. Unless otherwise specified by the Company, terms of payment are strictly as stated on invoice. Interest at the rate of 2% per month calculated daily will be charged on all amounts outstanding from the due date until the date of payment in full. An administration fee of \$20.00 per month shall also be applied to all outstanding accounts.
3. The Applicant is liable for all out-of-pocket expenses, and all other reasonable expenses including debt collection commission (as if the account had been collected) and any other contingent expenses and legal costs on a solicitor/own basis incurred by the Company for enforcement of obligations and recovery of moneys due from the Applicant to the Company.
4. The Applicant acknowledges that the goods at all items remain the property of the Company until such time as payment of all amounts owing by the Applicant to the Company are paid in full. Until payment is received in full for all amounts owing by the Applicant to the Company, the Company shall be at liberty to demand the return of the goods or any other goods supplied by it to the Applicant. Immediately upon receipt of such demand, whether verbal or in writing, the Applicant shall, at his expense, deliver up to the demanded goods to the Company. If the Applicant does not comply with the demand immediately upon it having been made, the Company shall be entitled to enter upon the Applicant's premises at any time to do all things reasonably necessary to recover the goods demanded.
5. The Company reserves the right to cease to supply any goods to the Applicant, and reserves the right to cancel or vary the provision of any credit facility to the Applicant in its sole discretion and without prior notice to the Applicant.
6. In the event of a dispute, the Applicant acknowledges that it is not entitled to withhold payment of any monies due and payable to the Company pursuant to these Terms and Conditions.
7. Time for the supply of goods is not of the essence of this contract and is hereby expressly excluded.
8. In the event that the Company is unable to supply any goods ordered or effect delivery then the Company reserves the right to cancel the order, vary the order, or substitute similar goods to those goods ordered by the Applicant without any liability for any loss or damage suffered by the Applicant as a result of such cancellation, variation or substitution.
9. The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods passes to the Applicant immediately upon delivery of the goods.
10. The Applicant should verify that the goods are fit for the intended purpose or use, with respect to quality and suitability, before using them.
11. The Company will not be obliged to consider any claim by the Applicant as to the quality of the goods supplied by the Company unless such claim is made in writing to the Company within seven (7) days of the date of delivery of the goods to the address nominated by the Applicant.
12. An order placed by the Applicant may only be cancelled in writing notified to the Company and in the event of such cancellation, the Applicant shall be liable for payment of all reasonable costs and expenses incurred by the company up to the date of cancellation as assessed by the Company and advised to the Applicant.
13. The Applicant shall charge in the favour of the Company all of their estate and interest in any asset or trust asset, and including any land in which they now have any interest (or in which they later acquire any interest) with payment of all monies owed to the Company by the Applicant.
14. Unless otherwise agreed in writing by the Company, at the Company's sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these terms and conditions. The Applicant irrevocably waives any objection to the venue selected by the Company in relation to any legal proceedings concerning these terms and conditions. The laws of the State or Territory chosen by the Company for any such legal proceedings, will govern these terms and conditions.

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SIGNED BY APPLICANT

DATED.....

ACCEPTED on behalf of: OSTINDO INTERNATIONAL PTY LTD

This ..... day of .....20.....

SIGNATURE.....