



**Merchant Australia** - ABN: 16 000 307 540 | ACN : 000 307 540  
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### **Trading Application Form**

**Note:** This form must be completed in **BLOCK CAPITALS**.  
 To avoid delay in processing, please ensure you supply all information, sign, seal and deliver this document to the company.

#### **(A) Company Details**

Trading Name \_\_\_\_\_ Business Reg No: \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 A.C.N. \_\_\_\_\_ A.B.N. \_\_\_\_\_  
 Business Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Delivery Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Address of Registered Office \_\_\_\_\_ Postcode \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
 Date of Business Commenced \_\_\_\_\_ Description of Business \_\_\_\_\_  
 Contact Name for Accounts \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Contact Name for Purchases \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Credit Limit \$ \_\_\_\_\_ Credit Terms \_\_\_\_\_ days.  
 Bank \_\_\_\_\_ Branch \_\_\_\_\_  
 Authorised Capital \_\_\_\_\_ Paid Up Capital \_\_\_\_\_

#### **(B) Proprietor(s) Details**

*Note: The details of Sole Trader / all Partners / all Directors have to be provided.*

Proprietorship Details – *please tick box*      Sole Trader       Partnership       Private Company       Public Company

Full Name \_\_\_\_\_  
 Private Address \_\_\_\_\_  
 Private Telephone No. \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Full Name \_\_\_\_\_  
 Private Address \_\_\_\_\_  
 Private Telephone No. \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Full Name \_\_\_\_\_  
 Private Address \_\_\_\_\_  
 Private Telephone No. \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Has the Sole Trader, Partner or any of the Directors or Principals ever been declared Bankruptcy?      Yes       No

Has the Sole Trader, Partner or any of the Directors or Principals ever been a Director of a Company which was insolvent or liquidated or had a Receiver or Manager Appointed?      Yes       No

Are Premises Leased or Owned?      Leased       Owned       Weekly Mortgage Repayment/Lease Rental \$ \_\_\_\_\_

**(C) Trust**

*Note: If you are associated, directly or indirectly with a Trust, please complete the following.*

Name of Trust \_\_\_\_\_ Details of Association \_\_\_\_\_

A.C.N. \_\_\_\_\_ A.B.N. \_\_\_\_\_

Postal Address of Trust \_\_\_\_\_ Telephone No. of Trust \_\_\_\_\_

Name of Trustee \_\_\_\_\_

Private Address of Trustee \_\_\_\_\_

Name of Trustee \_\_\_\_\_

Private Address of Trustee \_\_\_\_\_

Name of Trustee \_\_\_\_\_

Private Address of Trustee \_\_\_\_\_

Name of Beneficiaries \_\_\_\_\_

**(D) Trade References**

Name of Company \_\_\_\_\_

Account No \_\_\_\_\_ Credit Terms: \_\_\_\_\_ Days, Credit Limit: \$ \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone No \_\_\_\_\_ Business Fax No: \_\_\_\_\_ Period Trade: \_\_\_\_\_ Month/Year(s)

Name of Company \_\_\_\_\_

Account No \_\_\_\_\_ Credit Terms: \_\_\_\_\_ Days, Credit Limit: \$ \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone No \_\_\_\_\_ Business Fax No: \_\_\_\_\_ Period Trade: \_\_\_\_\_ Month/Year(s)

Name of Company \_\_\_\_\_

Account No \_\_\_\_\_ Credit Terms: \_\_\_\_\_ Days, Credit Limit: \$ \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone No \_\_\_\_\_ Business Fax No: \_\_\_\_\_ Period Trade: \_\_\_\_\_ Month/Year(s)

IN CONSIDERATION of Hong Australia Corporation Pty Ltd (hereinafter referred to as Hong), at request of the Sole-Trader/Partners/Directors named hereunder

Name \_\_\_\_\_

Private Address \_\_\_\_\_

Name \_\_\_\_\_

Private Address \_\_\_\_\_

Name \_\_\_\_\_

Private Address: \_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as "The Guarantor"), having supplied and/or agreeing to supply or to continue to supply goods and/or services to:

Name of Company \_\_\_\_\_

A.C.N. \_\_\_\_\_ ABN \_\_\_\_\_

Trading Name \_\_\_\_\_ Business Registration No: \_\_\_\_\_

Registered Office Address \_\_\_\_\_

(hereinafter referred to as "The Company"). The Guarantors HEREBY GUARANTEE to Hong without any limitation of liability, the due and punctual payment of all sums which may now or hereafter be or become due by The Company to Hong for the supply of goods and/or services and for monies which may now or hereafter be or become owing or payable by The Company to Hong on any account or in any manner whatsoever AND IT IS HEREBY FUTHER AGREED THAT:

1. This guarantee shall be a continuing guarantee and shall bind The Guarantors jointly and severally and their respective executors, administrators and assignees and shall not be determined as against remaining guarantors by the death or bankruptcy of any other guarantor.
2. All dividends composition and payments received in respect of The Company's indebtedness under any composition arrangements or on liquidation or otherwise shall be taken as payments in gross and shall be regarded as satisfaction of The Company's obligation only to the extent of the amount actually received and acceptance of any cheque, negotiable instrument or security by Hong shall not discharge, impair or limit the liability of the Guarantors except to extent of monies actually received in respect thereof.
3. This guarantee shall not be discharged or impaired by reason of anytime or indulgence granted by Hong to The Company or any composition arrangement or variations of the obligations between them or by reason of The Guarantors not being given notice thereof.
4. The Guarantors shall be liable to Hong as the principal debtors for all goods or services supplied and obligations incurred in the name of The Company where the monies may not be recoverable from The Company due to the Company not being in existence or for any other reason and in all other circumstances where monies may not be recoverable from The Guarantors.
5. The liability of such one or more guarantors who have signed this guarantee shall not be affected by any other proposed guarantor not signing this guarantee or by the failure to obtain the release or discharge of or the failure or neglect to enforce or recover under any other guarantee or security.
6. That all information contained herein is true and correct in every particular and that all material facts have been disclosed to Hong.
7. That payment for all goods supplied by Hong will be made strictly in accordance with the Trading Terms applicable from time to time.
8. All dealings with the applicant(s) shall be subject to Hong's Trading Terms as applied from time to time.
9. I/we agree that Hong may give to and seek from any credit provider/credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by Hong. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allows to give or receive from other under the Privacy Act.
10. The guarantor(s) of the applicant have never been made bankrupt, are solvent, and are able to pay their debts as they fall due and have not made any compromise or arrangement with their creditors and no application has been made or proposed to summon a meeting of their creditors or any class of them.
11. That the applicant (if a Corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up and no meeting has been called resolution has been passed or order made for such purposes and no Receiver/Manager has been appointed in respect of the applicant and the applicant has not made any compromise or arrangement with its creditors or any class of them and no application has been proposed or made to any Court for an order summoning a meeting of its credit or any class of them.
12. The applicant(s) hereby authorise(s) and permit(s) Hong to make independent enquiries of third parties concerning he applicant's financial standing and for the purpose of this clause authorises and permits such third parties to supply such information not withstanding any confidential or privilege which applies to information sought.
13. The guarantor(s) of the applicant hereby acknowledge that Hong retains the ownership and title to all goods supplied until full settlement of all monies now and hereafter payable by the Debtor to Hong on any account whatsoever.
14. In the event of a default in payment by the applicant, Hong reserves the right to charge interest on any account whatsoever including all charges in the administration of those accounts.
15. That the applicant(s) hereby acknowledges receipt of Hong's Trading Terms which they applied for.
16. Except where the context forbids words herein importing the plural include the singular and vice versa.
17. The proper law of this guarantee shall be the law of the State of New South Wales.

I/we, as The Guarantors, further agreed that we will jointly and severally indemnify Hong against all loss and damage suffered by reason of the failure of The Company to perform its obligation.

I/we, being The Guarantors, acknowledge that we have read and understood this guarantee and indemnity and we have not entered into this guarantee and indemnity on the basis of any representation of any employee, representative or associate of Hong or under any duress of any person and we recognise that we entitled to seek independent legal and financial advice in relation to this guarantee and indemnity prior to signing it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Full Name of guarantor: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Full Name of guarantor: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Full Name of guarantor: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Full Name of guarantor: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

**\*\*\* End of Credit Application Form \*\*\***