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Willow Media Pty Ltd  
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## COMMERCIAL CREDIT FACILITY AGREEMENT AND APPLICATION

I/We make application on behalf of \_\_\_\_\_  
*Company Name*

PTY LTD (Hereinafter called "the Buyer") for a Commercial Credit Facility and Supply Agreement with Willow Media Pty Ltd t/a EverTechnology\ (hereinafter called "EverTechnology") for the supply of goods and services to the Buyer on credit in accordance with the Conditions of this Application which I/we acknowledge having received, read and understood.

### **Company Details**

Trading Name (if not the same as the Buyer's name): \_\_\_\_\_

Registered Office: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Numbers: B/H \_\_\_\_\_ After Hrs \_\_\_\_\_

Facsimile Numbers: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ A.C.N. \_\_\_\_\_

Date Buyer Commenced Trading: \_\_\_\_\_ Does Buyer Own Trading Address? Yes  
\_\_\_\_\_ No

In Which Field of Business Is The Buyer Primarily Concerned? \_\_\_\_\_

Name of Accountants/Auditors: \_\_\_\_\_

### **Particulars of All Directors** (Details of all Directors must be provided.)

Name: \_\_\_\_\_ Private Telephone No.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ Private Telephone No.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ Private Telephone No.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ Private Telephone No.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

### **Banking Details**

Name of Trading Bank: \_\_\_\_\_ Branch Name: \_\_\_\_\_

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Trade References**

Name of Supplier	Phone Number	Period of Account	Average Monthly Purchases

Estimated Monthly Purchases from EverTechnology \$ \_\_\_\_\_ .

## Terms and Conditions of Credit Facility

In the event that this Credit Facility is approved by EverTechnology, the Buyer, unless otherwise herein provided acknowledges and agrees with EverTechnology that:

- a) Unless otherwise nominated by EverTechnology the Buyer shall make payment for all goods ordered/purchased or services received by the Buyer from EverTechnology within **30 (thirty) days** of the invoice date. The Buyer also understands that these terms are the normal trading terms of EverTechnology.
- b) The Buyer agrees that if monies due and owing become overdue in accordance with the current trading terms then interest payable at the rate of 13.5% per annum calculated daily as from the due date of payment will be charged by EverTechnology. Interest so calculated forms part of the monies due and owing and shall be recoverable in full against the Buyer.
- c) The costs of collection of any monies then due and owing, including but not exclusively, the fees of any mercantile agent or solicitor engaged by EverTechnology, shall be recoverable in full against the Buyer.
- d) If at any time monies are overdue and owing upon any invoice then outstanding, the whole of the amount of all invoices then outstanding shall become immediately due and owing.
- e) The Buyer acknowledges that the Credit Facility and Account number provided to the Buyer are personal to the Buyer and shall not be assigned, transferred or made available by the Buyer for use by any other corporation, person or organisation and further acknowledges that any goods ordered/purchased or services rendered under the Credit Facility or Account number shall be paid by the Buyer.
- f) EverTechnology may from time to time nominate or vary the amount of the Buyer's maximum Credit Facility and that such amount may not be exceeded in any separate month, from the month of giving notice of such nomination or variation to the Buyer.
- g) It is the Buyer's responsibility to notify EverTechnology of any or any intended change in the corporate structure, shareholding or management by notice in writing **within 30 days** of such event occurring.
- h) That EverTechnology may at any time without notice terminate or suspend the Buyer's right to purchase goods and obtain services upon credit.
- i) Should any goods ordered/purchased by the Buyer from EverTechnology be disposed of by the Buyer whether in its original or any altered form prior to payment of the invoice price, any monies received by the Buyer in payment for same upon such disposal shall be held in trust for EverTechnology.
- j) The Buyer authorises EverTechnology and its agent and employees to enter upon the Buyer's premises or any premises in the Buyer's possession or control and to retake possession of goods belonging to EverTechnology and for which payment has not been received by EverTechnology whether such goods are in their original or any altered form or mixed with other goods of the Buyer.
- k) EverTechnology shall not be liable to the Buyer for any loss or damage of whatsoever nature suffered by the Buyer by any means utilised by EverTechnology in recovering its goods in accordance with paragraph (j) above, and in any event EverTechnology shall not be liable to the Buyer for any consequential loss or damage.
- l) If the information supplied by the Buyer in this Confidential Credit Facility Application is found to be misleading or erroneous, or should the Buyer fail to comply with the conditions of this Confidential Credit Facility Application or the trading terms, EverTechnology may at its absolute discretion cancel the credit facility and refuse to supply further goods to the Buyer, including any goods subject to an order accepted by EverTechnology but not delivered prior to the date of exercising such discretion and further that EverTechnology shall not be liable to the Buyer for any loss or damage which the Buyer may sustain as a result of EverTechnology canceling the Credit Facility or refusing to supply the goods.

I/We have read the Terms and Conditions of Credit Facility, and shall abide by these Terms and Conditions detailed therein. I/We declare that the answers given in this Credit Facility Application to be true in all respects, and I/We am/are aware of EverTechnology thirty (30) day trading terms.

### ***Applicant***

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ of \_\_\_\_\_ 2001

## PERSONAL GUARANTEE

(Please read before signing)

To **Willow Media Pty Ltd t/a EverTechnology**

(herein after called "EverTechnology") a company duly incorporated **IN CONSIDERATION** of you having at My/Our request agreed to supply and/or continue to supply

Customer Name \_\_\_\_\_

(hereinafter called "the debtor") with goods and/or services from time to time I/We **HERBY AGREE** and if more than one jointly and severally with you as follows:

1. To guarantee to you the payment by the debtor for all goods and/or services as you may have hitherto supplied or as you may hereafter supply from time to time at its request and notwithstanding that we shall not have notice of any neglect or omission on the debtor's part to pay for such goods and/or services according to the terms agreed on between you and it and in the event of the debtor failing to pay you forthwith, we will pay the amount of such debt. This guarantee shall not be affected or discharged by any change in relationship which may now or hereafter exist, between ourselves and the debtors.
2. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness or liability to you in respect of goods and/or services supplied or to be supplied to the debtor as aforesaid or upon any other account howsoever or whenever arising and shall continue notwithstanding the death or notice of death of either or both of us or (in the case of a corporation) winding up or receivership of either or both of us or any other matter or thing whatsoever and shall be binding on our personal representatives and shall endure for the benefit of you and your successors and assigns.
3. You shall be at liberty without discharging the debtor from liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and to accept payment from the debtor in cash or by means of negotiable instruments and to treat the debtor in all respects as though jointly liable with it as debtors to you instead of being merely sureties for the debtor and in order to give full effect to the provisions of this guarantee we **HEREBY WAIVE** and each of us **HEREBY WAIVES** all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.
4. You may at any time or times at your discretion and without giving any notice whatsoever to use refuse further credit or supply of goods and/or services to the debtor and grant to the debtor or to any drawers acceptors or endorsers or Bills of Exchange, Promissory Notes or other securities received by you from the debtor or on which the debtor may be liable to you at any time or other indulgences and compound with the debtor or them respectively without discharging or impairing our liability under this guarantee.
5. This guarantee shall be enforceable against us jointly and such of us severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against us or either of us by this guarantee be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall, in fact, be valid and an effectual instrument of guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. That in order to give effect to this guarantee the guarantors hereby declare that you the company, shall be at liberty to act as though the guarantors were the principal debtors and the guarantors hereby waive all or any of their rights as sureties which may at any time be inconsistent with any of the provisions herein.
7. It is hereby further agreed that a statement in writing signed by the Manager, Secretary, Accountant or Group Credit Manager of your company of the monies due or owing upon or covered by this security at the date mentioned in any such statement shall be prima facie evidence of the amount so due or owing covered by this guarantee.

8. No change in the constitution of the debtor firm (if applicable) shall affect, impair or discharge My/Our liability under this guarantee whether past, present or future.
  
9. Any dividends or other payments received by you on behalf of the debtor in consequence of any bankruptcy or other administration of debtors estates in lieu thereof under the Bankruptcy Act of 1965 (as amended) or under any winding up official management or scheme of arrangement prescribed by the Companies Code or any amendment of act in substitution (hereof applicable to the debtor or otherwise shall be taken and applied as payments in gross and My/Our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all claims against the debtor and this guarantee shall be a security to you for the payment of any ultimate balance that may remain due to you in respect of goods and/or services supplied to the debtor.
  
10. This guarantee shall be reversible at any time as to further transactions by one month's notice in writing given to you by us or in the case of death by our respective personal representative.
  
11. I/We authorise and acknowledge that a search of my/our credit files, both commercial and/or consumer may be conducted at a credit reporting agency.
  
12. If EverTechnology considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree to receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

DATED this ..... Day of ..... 20 .....

.....  
(Signature of Guarantor)

.....  
(Signature of Guarantor)

.....  
(Full name of Guarantor)                      (Witness)

.....  
(Full name of Guarantor)                      (Witness)

.....  
(Address of Guarantor)

.....  
(Address of Guarantor)

# AGREEMENT TO PROVIDE AND OBTAIN CREDIT INFORMATION TO AND FROM CREDIT REPORTING AGENCY

(As this is a Commercial Credit Facility Agreement, all Directors must read and sign this Agreement.)

If EverTechnology considers it relevant to assessing my/our Commercial Credit Facility Agreement and Application, I /we agree to EverTechnology obtaining from a Credit Reporting Agency a Credit Report containing personal credit information about me/us in relation to the Commercial Credit provided by EverTechnology.

If EverTechnology consider it relevant to collecting overdue payment in respect of Commercial Credit provided by me/us, I/we agree to EverTechnology receiving from a Credit Reporting Agency a Credit Report containing personal information about me/us in relation to collecting overdue payments.

I/We agree that EverTechnology may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. 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 allowed to give or receive from each other under the Privacy Act.

## **SIGNATURES (All Directors must sign)**

1) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

2) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

3) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

4) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_