

**Castle Chemicals Pty Ltd**  
ABN 86 001 443 901 ACN 001 443

SALES REPRESENTATIVE

16 Rural Drive  
SANDGATE NSW 2304  
Ph: (02) 4014 5555  
Fax: (02) 4960 1686

Please note that all details must be completed for a 30 day account

ENTITY TYPE: Sole Trader  Partnership  Company  Trust

TRADING NAME: \_\_\_\_\_

COMPANY/TRUST NAME: \_\_\_\_\_

A.C.N No: \_\_\_\_\_ A.B.N No: \_\_\_\_\_ DATE ESTABLISHED: \_\_\_\_\_

NAME OF TRUSTEE OF TRUST: \_\_\_\_\_ TRUSTEE A.C.N: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ CREDIT LIMIT REQUIRED \$ \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ IS FORKLIFT UNLOADING AVAILABLE AT SITE: YES / NO

**DIRECTORS/PARTNERS/PROPRIETORS/TRUSTEES**

1. Name & Address: \_\_\_\_\_ Position \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

2. Name & Address: \_\_\_\_\_ Position \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**A late payment fee may be applied on unpaid invoices that are 60 days from due date at a daily rate of 0.03%**

**1) ACCOUNTS PAYABLE CONTACT DETAILS**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**2) PURCHASING CONTACT DETAILS**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**3) GENERAL MANAGERS CONTACT DETAILS**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**4) OTHER CONTACT DETAILS**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Bank Name: \_\_\_\_\_ Account BSB: \_\_\_\_\_ Account No: \_\_\_\_\_

**BUSINESS REFERENCES**

1. Individual and Company Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

2. Individual and Company Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

3. Individual and Company Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**DECLARATION**

The Applicant requests the abovementioned Company/Firm ("The Seller") to open an account on the basis of the Seller's standard Conditions of Trading and agrees to be bound by such Terms. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Seller to determine whether to grant the Application credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant.

**PRIVACY ACT CONSENTS**

The Applicant further agrees that the Seller may disclose the Information contained In the Application and any default In the Seller's payments terms to a credit reporting agency in accordance with the provisions of the Privacy Act and may obtain a report regarding the Applicant's credit worthiness and credit history from a credit report agency or any credit provider in the application or disclosed by a credit reporting agency.

**Signature of Applicant**

**Print Name**

**Position of Signatory**

**Date**

**TERMS AND CONDITIONS**

Title of all goods remain with Castle Chemicals Pty Ltd until all goods are paid for in full | Payment due on all credit sales 30 days from invoice date | Bank A/C BSB 122-794 A/C 22208081 | A credit MUST be requested within 14 days of the delivery date & a credit request CCF will be issued for review | A credit will only be issued when the CCF has been resolved | If goods are to be returned they must be returned within 14 days & with proof of delivery | A Goods Return Surcharge may be applied.

## GUARANTEE

IN CONSIDERATION of CASTLE CHEMICALS PTY LTD (A.C.N. 001 443 901 - A.B.N. 86 001 443 901) of  
16 Rural Drive, Sandgate in State of New South Wales ("the Seller")  
agreeing to supply the following Company/Firm

..... ("the Customer") with goods on credit.

I/We ..... ("the Customer")

of .....

("the Guarantor") do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Seller by the Customer under the Seller's Terms and Conditions of Trading on any account whatsoever.

**AND I/ WE DECLARE**

that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Seller of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Seller of any breach by the Customer of its obligations to the Seller or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason

**AND I / WE DECLARE**

that I / WE will make due any punctual payments to the Seller upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above

**AND I / WE FURTHER DECLARE**

that the Guarantor shall pay all costs, fees, charges and expenses including legal costs of a Solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained

**AND I / WE FURTHER DECLARE**

that is any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Seller in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee

**AND I / WE FURTHER DECLARE**

that the proper law of this Guarantee shall be the law of the State of New South Wales and that any proceedings to be taken by the Seller may be taken in the Courts of the State of New South Wales and we hereby irrevocably agree to submit to the jurisdiction of such Court and the Guarantor hereby charges the assets of the Guarantor from time to time with the performance of the Guarantor's obligations pursuant to this Guarantee.

**AND THE GUARANTOR HEREBY DECLARES**

that I / WE understand the nature and effect of the within Guarantee and I / WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED by the Guarantor .....

Guarantor

Print Name

IN THE PRESENCE OF .....

Witness' full name and address

Witness

Print Name

SIGNED by the Guarantor .....

Guarantor

Print Name

IN THE PRESENCE OF: .....

Witness' full name and address

Witness

Print Name