

89 Esmond Road SA 5540.  
Tel: (08) 8632 3022 Fax: (08) 8633 0806.  
ABN 20 007 941 095.

Application for a 30 day credit facility with MIDSTATE (ABN 20 007 941 095).

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Midstate Nominees Pty Ltd trading as MIDSTATE HARDWARE

**Welcome** and thank you for shopping at MIDSTATE. We appreciate your business. To apply for a 30 day credit facility, we kindly request that you complete this application form, **Date & Sign all pages**. Credit is for approved customers only and terms and conditions apply. Please be aware that:

- ) Payment is *strictly* net **30 days** from the end of the trading month. A minimum account balance for an active month is \$15.00.
- ) Statements are emailed to account holders on a monthly basis.
- ) When you make a purchase using your credit facility, you may be required to sign invoices supplied by your customer service representative, even if you do not wish to take a copy.

### SECTION ONE (1) – APPLICANTS PARTICULARS.

Application number: [2018- 5022]

<b>1.1</b>	You (the applicant) are... (Tick one)	A company	<input type="checkbox"/>	A Partnership	<input type="checkbox"/>	An individual	<input type="checkbox"/>
<b>1.2</b>	Applicant's full name:	Surname	Given Names		D.O.B.		
<b>1.3</b>	Company Name:	Trading name:					
<b>1.4</b>	Trading address:	Street					
	Town/Suburb	State/Territory			Postcode		
<b>1.5</b>	Business phone:	Business fax:					
<b>1.6</b>	E-mail address:	Website:		http://			
<b>1.7</b>	Home Phone:	Mobile phone:					
<b>1.8</b>	Residential address:	Street					
	Town/Suburb	State/Territory			Postcode		
<b>1.9</b>	Is the business trading name held in the name of the applicant?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>		
	If NO, what is your position the business/company?						
<b>1.10</b>	What is your ABN & ACN?	ABN	<input type="checkbox"/>	ACN	<input type="checkbox"/>		
<b>1.11</b>	Business registration number:	Date of registration:					
<b>1.12</b>	Nature of your business (briefly):						
<b>1.13</b>	Commencement date of business:	Day	Month	Year			
<b>1.14</b>	Applicant's driver's license number?	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Desired credit per month:: \$
<b>1.15</b>	Contact person for accounts payable:	Name				Telephone:	
<b>1.16</b>	<b>SIGNATURE OF APPLICANT:</b>						<b>GO TO PAGE 2</b>

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### SECTION TWO (2) – CREDIT REFERENCES.

Please provide three (3) credit references. Do not provide personal references.

Simply write the creditors trading name followed by a contact person and a telephone number.

2.1	Reference 1:	Business / Company name:		
		Contact person:		Telephone:
2.2	Reference 2:	Business / Company name:		
		Contact person:		Telephone:
2.3	Reference 3:	Business / Company name:		
		Contact person:		Telephone:

### SECTION THREE (3) – OTHER ACCOUNT USERS.

Complete section three if you would like to authorize *other persons* to make transactions on this account.  
For more than two persons, please request another section 3 form, from MIDSTATE.

<p><b>3.1 Other person authorized to use the account.</b></p> <p>Full Name: _____</p> <p>Telephone: _____</p> <p>Fax: _____ Mobile: _____</p> <p>Drivers License number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Residential Address: <u>Street</u> _____</p> <p>_____</p> <p>Town/Suburb _____ Postcode _____</p> <p>Signature of above: _____</p> <p>Applicant's signature: _____ DATE: _____</p>	<p><b>3.2 Other person authorized to use the account.</b></p> <p>Full Name: _____</p> <p>Telephone: _____</p> <p>Fax: _____ Mobile: _____</p> <p>Drivers License number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Residential Address: <u>Street</u> _____</p> <p>_____</p> <p>Town/Suburb _____ Postcode _____</p> <p>Signature of above: _____</p> <p>Applicant's signature: _____ DATE: _____</p>
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Please attach a separate page with the above details if more people are authorized.

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**SECTION FOUR (4) – TERMS AND CONDITIONS OF CREDIT.**
**I (print name)**

Hereinafter referred to as “the customer”, agree to all of the following:

- 4.1** The customer warrants that the information supplied in this agreement is truthful and accurate.
- 4.1a** The customer accepts and agrees that this agreement is a security interest under Personal Property Securities Act 2009.
- 4.1b** The customer agrees that all goods obtained from MIDSTATE under the terms of this agreement remain the property of MIDSTATE (ABN 20 007 941 095) until such time as the customer completes full payment for the goods to MIDSTATE and that MIDSTATE has security over such goods until full payment is made.
- 4.1c** The customer consents to MIDSTATE registering this agreement as a security interest on the Personal Property Security Register.
- 4.2** The customer accepts the terms and conditions of this agreement.
- 4.3** Notwithstanding any implication of law to the contrary, this agreement between the customer and MIDSTATE is deemed to be made and constructed in South Australia, and any legal action taken for enforcement of recovery may be taken under jurisdiction of the Courts in the state of South Australia.
- 4.4** The applicant agrees to adhere to the payment term, which is full payment for goods within 30 days of the statement date. Cash, cheque (Bank, business), Major cards and money orders are accepted forms of payment.  
A \$100 dishonor fee applies to cheques that bounce.
- 4.5** If full payment is not received by the due date, a service fee will be charged and will be payable by the customer. And in addition any discounts applied will be reversed. Section 4 subsection 4.5, may only be reversed (not applied) if authorized by Midstate’s office manager. A request must be placed by the customer in order for this to be considered.
- 4.6** An administration fee of fifteen dollars (\$AU15) is payable by the customer if the credit facility has been used in a month where the balance **has not** exceeded fifteen dollars (\$AU15). ( If there is nothing on the account, there is no charge.) If the customer receives their statement via email and no Paper statement then this fee will be waived.
- 4.7** MIDSTATE reserves the right to terminate or freeze the customer’s credit facility at any time without prior notice or explanation.
- 4.8** All goods remain the property of MIDSTATE (ABN 20 007 941 095) until such time as the customer completes full payment for the goods to MIDSTATE.
- 4.9** All risk for goods shall pass to the customer upon delivery of the goods. If the customer takes delivery at the business premises of MIDSTATE, then the delivery shall occur upon completion of loading.
- 4.10** The customer must sign all invoices corresponding to goods purchased on the credit facility. Unless an order no. system is used.
- 4.11** The customer authorizes persons in section 3.1 and 3.2 of this agreement to make transactions on the customers credit Facility. Persons that have signed section three enter into this agreement.
- 4.12** If the customer dishonors the payment term in condition 4.4. and fails to settle the account immediately upon request from MIDSTATE, MIDSTATE may retake possession of the goods. All costs invoked by the repossession of goods are fully payable by the customer, including (but not limited to) labor, freight and handling.
- 4.13** The customer irrevocably authorizes MIDSTATE, it’s agents and servants to enter the customers premises without prior notice at any time, for the purpose of assessment and/or recovery of goods.
- 4.14** To secure payment of any monies due to MIDSTATE, the customer grants MIDSTATE a security interest over all of its present and future acquired personal property. The customer acknowledges MIDSTATE will perform an All Present and After Acquired Property - no exceptions registration on the Personal Property Securities Register. The customer waives the right to receive a verification statement.
- 4.15** The customer will indemnify MIDSTATE against financial loss or damage caused directly or indirectly by a breach of this agreement.
- 4.16** The customer shall notify MIDSTATE of any changes in particulars or ownership and or directorship, within 14 days of the changes taking effect.

**4.17**
**SIGNATURE OF APPLICANT:**
**DATE:**



**MIDSTATE NOMINEES PTY LTD Credit Facility:  
DIRECTORS GUARANTEE / PERSONAL GUARANTEE**

**To: MIDSTATE NOMINEES PTY LTD (TRADING AS MIDSTATE HARDWARE)**

**Guarantor(s)Name(s)  
Registered Company Name:**

**ACN \_\_\_\_\_ ABN \_\_\_\_\_**

**IN CONSIDERATION OF the MIDSTATE NOMINEES PTY LTD granting to the Customer named above credit in accordance with the Terms and Conditions of Credit (the credit facility)**

**I/We (also referred to as the Guarantor(s)):**

**1. Guarantee the due and punctual payment to MIDSTATE NOMINEES PTY LTD of all monies which are now payable, and which are from time to time due by the Customer to MIDSTATE NOMINEES PTY LTD under the credit facility.**

**2. Indemnify MIDSTATE NOMINEES PTY LTD against any losses, charges, and expenses which MIDSTATE NOMINEES PTY LTD might incur as a result of any default by the Customer under the credit facility or the enforcement of this Guarantee, including but not limited to the costs of collection and legal costs.**

**I/We further agree and acknowledge that:**

**3. The Terms and Conditions of Credit are attached to the MIDSTATE NOMINEES PTY LTD Credit Application Form.**

**4. The Guarantors pledge their interest in all present and after acquired personal property in support of the guarantee. The guarantors acknowledge and accept that Midstate Nominees Pty Ltd will perform a PPSR registration in respect of their security and it will be registered as an all present and after acquired property registration.**

**5. The obligations under this Guarantee are continuing and will not be affected by MIDSTATE NOMINEES PTY LTD granting any extension, waiver or indulgence to the Customer, any variation to the credit facility by MIDSTATE NOMINEES PTY LTD, the Customer becoming subject to external administration or the refusal by MIDSTATE NOMINEES PTY LTD to supply further credit to the Customer.**

**5. If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally.**

**7. MIDSTATE NOMINEES PTY LTD may exercise rights under this Guarantee without first having exercised or exhausted all its legal rights against the Customer or any other Guarantor.**

**8. A Guarantor may revoke this Guarantee in accordance with this clause by delivering written notice to MIDSTATE NOMINEES PTY LTD.**

**Such a notice may be combined with notice of vacation of office within 14 days, as required under the Terms and Conditions of Credit. Revocation does not take effect until written acknowledgement of receipt of the notice by MIDSTATE NOMINEES PTY LTD. Revocation or release in respect of a Guarantor will not operate to discharge the Guarantor from any obligations with respect to liabilities arising before the date of written acknowledgement by MIDSTATE NOMINEES PTY LTD, or operate to discharge liabilities of any other Guarantor.**

**9. MIDSTATE NOMINEES PTY LTD may obtain information about me/us from any credit reporting agency or credit provider for credit reference purposes and may disclose information about me/us and this Guarantee to a credit reporting agency.**

**EXECUTED AS A DEED:**

**Signature of Guarantor:**

**Date (dd/mm/yyyy):**

**Full Name:**

**D.O.B:**

**Address:**

**Signature of Witness:**

**Name:**

**Address:**

**EXECUTED AS A DEED:**

**Signature of Guarantor:**

**Date (dd/mm/yyyy):**

**Full Name:**

**D.O.B:**

**Address:**

**Signature of Witness:**

**Name:**

**Address:**

**ADDITIONAL GUARANTORS AND WITNESSES (IF APPLICABLE) MAY SIGN BELOW:**

**EXECUTED AS A DEED:**

**Signature of Guarantor:**

**Date (dd/mm/yyyy):**

**Full Name:**

**D.O.B:**

**Address:**

**Signature of Witness:**

**Name:**

**Address:**

**EXECUTED AS A DEED:**

**Signature of Guarantor:**

**Date (dd/mm/yyyy):**

**Full Name:**

**D.O.B:**

**Address:**

**Signature of Witness:**

**Name:**

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**D.O.B:**

**Address:**

**Signature of Witness:**

**Name:**

**Address:**