

Credit Application

DATE:

The Customer hereby applies for credit facilities with Doogood, such facilities to be governed by the Doogood Terms and Conditions of Trading attached hereto which the Customer acknowledges that it has read and understood. By making this application, the Customer agrees to be bound by such Terms and Conditions.

CUSTOMER'S DETAILS	Responses by Customer to be inserted here
Registered Business or Company Name and ABN:	
Trading Name:	
Registered Office (if a company):	
Postal Address:	
Telephone No:	
Email address:	
Is the Customer a sole trader/ partnership or company:	<div style="display: flex; justify-content: space-around; text-align: center;"> Sole trader Partnership Company </div> <p>(check which one is applicable)</p>
Full names, residential addresses and telephone numbers of proprietors/ partners/directors:	<ol style="list-style-type: none"> 1. 2. 3.

<p>How long has the business traded?</p>	
<p>Business references:</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>Bank name and branch:</p>	
<p>Estimated credit required (per month):</p>	<p>\$</p>
<p>Contact for payment of accounts:</p>	
<p>GST Registration No: (ABN)</p>	
<p>Purchaser's/directors identity is established:</p>	<p>1. Driver's Licence No: Other:</p> <p>2. Driver's Licence No: Other:</p> <p>3. Driver's Licence No: Other:</p> <p>4. Driver's Licence No: Other:</p>

PLEASE NOTE:

The Customer warrants that the information provided herein is true and correct.

The Customer authorises Doogood to make enquiries of a credit reporting agency or any other third party in relation to the Purchaser's creditworthiness and the Customer authorises such credit reporting agency or third party to disclose such information in their possession concerning the Customer's commercial or personal credit.

The Purchaser acknowledges that in order to assess this Credit Application Doogood may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- a to obtain a consumer credit report about me/us; and/or
- b to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's licence number;
- my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- the fact that Doogood is a current credit provider to me/us;
- payments which are overdue by more than 30 days, or for which debt collection has started;
- advice that my/our payments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Doogood I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

I/we agree that Doogood may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

I/we agree that Doogood may give to a person who is currently a Guarantor, or whom I/we have indicated is considering becoming a Guarantor, a credit report containing information about me/us for the purpose of the Guarantor deciding whether to act as Guarantor, or Doogood keeping an existing Guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act 1988 including a credit report.

I/we agree that Doogood may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

I/we agree that Doogood may exchange information about me/us with my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of my/our credit facility with Doogood where I/we are in default with other credit providers
- to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

I/we understand that under the requirements of the Privacy Act 1988 (as amended), Doogood will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Doogood.

I/WE ACKNOWLEDGE THE ABOVE CONDITIONS AND I/WE WILL ABIDE BY THE TERMS AND CONDITIONS OF TRADING SET OUT BELOW.

SIGNATURES OF PARTNERS OR SOLE TRADER:

Signature:	Print name: Date:
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Signature:	Print name: Date:
Signature:	Print name: Date:
Signature:	Print name: Date:

EXECUTION BY A COMPANY:

<p>Executed by the Customer in accordance with Section 127 of the Corporations Act 2001 in the presence of:</p>	<p>Director* Print name and sign</p>
	<p>Director/Secretary* Print name and sign</p>
	<p>Sole Director* Print name and sign</p>
	<p>(* - strike out those which do not apply)</p>

DEED OF GUARANTEE

TO: Doogood Powder Coating Pty Ltd (ACN 125 742 038) ("Doogood")

In consideration of Doogood agreeing to:

- a supply or continue to supply goods or services to the Customer; and/or
- b provide credit to the Customer; and/or
- c grant an indulgence outside Doogood's agreed credit terms, at the request of:

(Name and Address of Customer)

as the Guarantor ("Guarantor"), the Guarantor hereby:

Guarantees to Doogood the due and punctual performance of the Terms and Conditions of Trade and the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Doogood to the Customer and any other sums payable by the Customer to Doogood pursuant to Doogood's Terms and Conditions of Trade, including but not limited to interest and damages (hereinafter collectively called "guaranteed money").

Indemnifies and agrees to keep indemnified Doogood against any failure by the Customer to make payment of any and all monies due or in the performance and observance by the Customer of all the duties, liabilities and obligations of the Customer under the Terms and Conditions of Trade to the same extent as if the Guarantor was the Customer under the Terms and Conditions of Trade and thereby liable as a principal.

Covenants, acknowledges and agrees as follows:

- a The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Doogood other than the payment to and acceptance by Doogood of the whole of the guaranteed money.
- b The Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money due to Doogood by the Customer.
- c This Deed is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by Doogood notwithstanding:
 - i that no steps or proceedings have been taken against the Customer;
 - ii any indulgence or extension of time granted by Doogood to the Customer;
 - iii the death or bankruptcy or winding up of the Customer;
 - iv that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
- d The Guarantor will not compete with Doogood for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.

In respect of any and all monies that may from time to time be owing by the Customer to Doogood, charges in favour of Doogood all freehold and leasehold interests in land, whether legal or beneficial, which the Guarantor presently has or may in the future acquire and further covenants and agrees to execute such further documents or instruments as may be necessary to enable registration of any charge at the Land Titles Office.

Acknowledges having given its consent to Doogood to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Doogood assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.

Understands and agrees that:

- a The term "Doogood" includes Doogood's successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
- b In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee, their obligations are joint and several.

Guarantor Signature:	
Full Name:	
Address:	
Guarantor Signature:	
Full Name:	
Address:	

CUSTOMER AUTHORITY AND ACKNOWLEDGMENT

Credit information that may be provided to a credit reporting agency

Doogood may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- to obtain a consumer credit report about me/us; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.
- This information is limited to:
- identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's licence number;
- my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- the fact that Doogood is a current credit provider to me/us;
- payments which are overdue by more than 30 days, or for which debt collection has started;
- advice that my/our payments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Doogood I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that Doogood may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that Doogood may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Doogood keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that Doogood may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that Doogood may exchange information about me/us with my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

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I/we understand that the information exchanged can include anything about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the Privacy Amendment (Private Sector) Act 2000, Doogood will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Doogood.

Signing to be signed by the Customer or ALL directors.

DATE	
Sole Trader	
Director/partner:	
Director/partner:	
Director/partner:	
Director/partner:	

TO: Doogood Powder Coating Pty Ltd (ACN 125 742 038) ("Doogood")

In consideration of Doogood agreeing to:

- a supply or continue to supply goods or services to the Customer; and/or
- b provide credit to the Customer; and/or
- c grant an indulgence outside Doogood's agreed credit terms,

at the request of:

as the Guarantor ("Guarantor"), the Guarantor hereby:

NAME	ADDRESS

Guarantees to Doogood the due and punctual performance of the Terms and Conditions of Trade and the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Doogood to the Customer and any other sums payable by the Customer to Doogood pursuant to Doogood's Terms and Conditions of Trade, including but not limited to interest and damages (hereinafter collectively called "guaranteed money").

Indemnifies and agrees to keep indemnified Doogood against any failure by the Customer to make payment of any and all monies due or in the performance and observance by the Customer of all the duties, liabilities and obligations of the Customer under the Terms and Conditions of Trade to the same extent as if the Guarantor was the Customer under the Terms and Conditions of Trade and thereby liable as a principal.

Covenants, acknowledges and agrees as follows:

- a The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Doogood other than the payment to and acceptance by Doogood of the whole of the guaranteed money.
- b The Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money due to Doogood by the Customer.
- c This Deed is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by Doogood notwithstanding:
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Understands and agrees that:

- a The term "Doogood" includes Doogood's successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
- b In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee, their obligations are joint and several.

Executed as a deed on (date):			
Signed Sealed and Delivered by:		Signed Sealed and Delivered by:	
in the presence of:		in the presence of:	
Name & address of witness		Name & address of witness	
Signature of witness		Signature of witness	

Signed Sealed and Delivered by:		Signed Sealed and Delivered by:	
in the presence of:		in the presence of:	
Name & address of witness		Name & address of witness	
Signature of witness		Signature of witness	

The Customer:	
---------------	--

and

Doogood Powder Coating Pty Ltd (ACN 125 742 038) ("Doogood")

hereby acknowledge the following in relation to the Customer's request for goods as follows:

1. Job Name	
2. Job Site	
3. Cost of Job	
4. Payment due date	
5. Materials	
6. The Customer approves the following attached documents	
6(a) CAD drawings dated	
6(b) Quote dated	

7. The Customer warrants that it has approved the Customer Specifications provided to Doogood and has completed its own due diligence in relation to the Customer Specifications.
8. Doogood is not responsible for any errors or omissions in the Customer Specifications.
9. The Customer will not make any claim against Doogood concerning the delivered goods, including under clause 12 of the Terms and Conditions of Trade included in this Agreement, unless the goods substantially differ from those described in the Customer Specifications.

Executed by the Customer

Company:

Individual:

Executed by:

By:

(ACN):

In the presence of:

In accordance with section 127 of the corporations act 2001

Signature of Witness:

Director/Sole Director:

Name & address of witness:

Director/Secretary:

Executed by the Doogood

Executed by:

(ACN):

In accordance with section 127 of the corporations act 2001

Director/Sole Director:

Director/Secretary:

CONTACT US

For further information and to submit an application, please email accounts@doogoodaustralia.com.au