

**Business Name:**


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Please circle

Company     
  Partnership     
  Sole Trader     
  Trust     
  Government

Company Name:

ABN:

Trading Address:

Postal Address:

Key Contact Name:

Email:

Phone:

Accounts Contact Name:

Email:

Phone:

Email for Invoices:

Date Commenced Business:

Nature of Business:

**Trade References**

Business Name

Contact Name

Phone

1.

2.

3.

**Directors/Owners details**

Full Name

Position

Phone

Address

1.

2.

3.

Please return all pages (3) of this application to [service@extech.com.au](mailto:service@extech.com.au). Please copy for your records.

## Conditions of Credit

- 1) The Customer (**You**) warrants that the information provided above is accurate, correct and complete at the time it was completed, and is supplied for the purpose of obtaining credit. In the event that there is any change to the information provided above, the Customer undertakes to advise Explosion Technologies of the change immediately.
- 2) The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from Explosion Technologies stating that credit facilities have been approved. Until the Customer receives such notice, any goods or services that are supplied by Explosion Technologies to the Customer shall be on basis of cash up front, prior to the provision of such goods or services.
- 3) The Customer also agrees that the approved credit limit is a maximum limit which covers all current and outstanding invoices. Should the aggregate of these amounts reach the approved maximum credit limit, then any amounts exceeding this limit are strictly on cash up front basis.
- 4) The Customer can re-apply to extend or reduce the credit limit at anytime in writing. However, Explosion Technologies may, without assigning any reason, refuse to extend any further credit to the Customer.
- 5) In the event of Explosion Technologies granting credit facilities to the Customer then:-
  - a) All accounts are to be settled in full within 14 days from the date of invoice. Credit facilities may be suspended if payment is not made in accordance with those agreed trading terms.
  - b) Should the Customer default in making any payment in accordance with the agreed trading terms, then all monies due to Explosion Technologies shall immediately become due and payable. Explosion Technologies shall be entitled to and may charge interest at the rate of 2.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment.
  - c) A dishonour fee of \$25.00 shall be payable by the Customer in respect to each presentation of a cheque received from the Customer, which is not honoured upon presentation.
  - d) Any expenses and/or costs or disbursements incurred by Explosion Technologies in recovering any outstanding monies including debt collection, agency fees, administration fees and legal costs (on a full indemnity basis) shall be paid by the Customer.
  - e) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Explosion Technologies. In that event, all monies owing to Explosion Technologies will be immediately due and payable.
  - f) Explosion Technologies may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit, that the Customer give such security or additional security as Explosion Technologies shall in its discretion think fit. Explosion Technologies shall be entitled to withhold supply of goods, services or further credit until such security or additional security is obtained.
  - g) Should your account be outstanding in excess 60 days, Explosion Technologies may elect not to take any further orders until your account is brought back into normal trading terms (14-Days).
  - h) Explosion Technologies, at its absolute discretion, may suspend the provision of goods or services at any time should Explosion Technologies believe the Customer is unable or unwilling to make further payments, or may amend the credit limit until further notice.
  - i) Explosion Technologies may vary all or any of the terms of credit by notifying the Customer, which notice may be endorsed on any invoice, statement, correspondence or other document as provided by Explosion Technologies to the Customer.
- 6) Notwithstanding any delivery or passing of possession of the goods to the Customer, title in the goods shall remain solely and absolutely vested in Explosion Technologies until such time as payment in full for all goods has been received by Explosion Technologies.
- 7) You represent to Explosion Technologies that you are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole traders has been a director of a Company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the *Bankruptcy Act 1966* (as amended).
- 8) Should the Customer, as a result of an internal restructure or otherwise, change its legal status, incorporate, or permit any changes in its ownership (and in the case of a company sell, transfer or assign more than 15% of its share holding), then Explosion Technologies may require the Customer to make a further application for credit, and enter into new terms and conditions of sale/hire as are current at that time.
- 10) The laws applicable to this credit arrangement are the laws of the state of New South Wales.

## PRIVACY AUTHORITY: INDIVIDUALS & GUARANTORS

By signing this application as a sole trader, partner, trustee, director or guarantor, I personally agree that Explosion Technologies may to the extent permitted by law: (a) provide any items of my personal information described in s.18E of the *Privacy Act 1988* to a credit reporting agency; (b) obtain a consumer credit report about me from a credit reporting agency to assess my credit application or proposed guarantee or to collect overdue payments; (c) give credit worthiness information about me to a person for considering whether to act as guarantor, or to a guarantor; (d) exchange credit worthiness information about me with other credit providers to assess my credit worthiness or application for credit or to notify defaults or the status of my credit. I am aware that I may request access to my personal information held by Explosion Technologies.

Signed:

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Date:

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## Directors Guarantee and Indemnity

In consideration of Explosion Technologies agreeing to supply or continue to supply goods and services on credit to the Customer and forbearing to sue the Customer (except where provided for by any statutory provision) for any payment currently due to Explosion Technologies, each guarantor named above (the **Guarantor**) unconditionally and irrevocably guarantees on demand to Explosion Technologies the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are, or which may become, payable by the Customer to Explosion Technologies or any related body corporate on any account and in any capacity (the **Guaranteed Moneys**) and, as a separate and independent obligation, agrees to indemnify and keep Explosion Technologies and any related party indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by Explosion Technologies or such related body corporate in relation to the non-payment or non-recovery of the Guaranteed Moneys or as a result of any breach by the Customer of the Conditions and the conditions of credit herein and further:

- 1) this guarantee and indemnity (the **Guarantee**) shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which but for this provisions;
- 2) the Guarantor irrevocably appoints Explosion Technologies as the Guarantor's attorney with authority to do on behalf of the Guarantor anything the Guarantor may authorise an attorney to do;
- 3) the Guarantor agrees that a certificate issued by Explosion Technologies stating any moneys owed by the Customer or Guarantor to Explosion Technologies or any related body corporate or under this Guarantee shall be conclusive evidence of such amounts owing by the Customer and Guarantor;
- 4) Explosion Technologies may give the Customer more credit than the Customer has asked for in this application. Explosion Technologies is not required to inform the Guarantor of the amount of credit given to the Customer at any time;
- 5) no payment shall operate to discharge or reduce a liability of the Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this Guarantee;
- 6) the guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantor and neither limits the generality of the other;
- 7) all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction and are payable on demand by Explosion Technologies;
- 8) the Guarantor must fully indemnify Explosion Technologies for all expenses and legal costs that Explosion Technologies incurs in enforcing this Guarantee;
- 9) the Guarantor must pay all taxes, duties, fees, costs and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration and discharge of this Guarantee. The Guarantor agrees to pay the GST inclusive amount of any taxable supply made under or in connection with this Guarantee; and
- 10) in this Guarantee, 'Guarantor' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns, and 'related body corporate' has the meaning in the Corporations Act and includes Rakt Technologies Pty Ltd and all of its related body corporates.

This Guarantee is governed by the laws of New South Wales and the Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Executed as an agreement.

Signed:

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Date:

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