

APPLICATION FOR CREDIT ACCOUNT WITH

Kalamazoo Pty Ltd ACN 113 296 441 and Kalamazoo (Aust) Pty Ltd ACN 113 167 669 in Partnership ABN 47 834 109 611 trading as Kalamazoo



Registered Office:
24 Denninup Way, Malaga, Western Australia 6090
Tel: 1300 652 978 Fax: 1300 652 014
sales@kalamazoo.com.au
www.kalamazoo.com.au

CREDIT TERMS

1. Payment of the account is to be made within 14 days following date of invoice.
2. Credit facilities may be withdrawn on overdue accounts at the Company's discretion without notice.
3. **The personal guarantee of each director is required in the case of a Registered Company.
The personal guarantee of each partner is required in the case of a Partnership.
The personal guarantee of the owner is required in the case of a Sole Trader.**
4. **The Terms and Conditions printed on the reverse of this form constitute part of this Agreement.**

ACCOUNT NAME	Trading Name		
	Company Name		ABN
ADDRESS	Business Street No. & Name	Suburb & State	P/Code
	Postal (if different)		
Telephone Number		Facsimile Number	
Email		Type of Business	
Applicant's Banker		Branch	
Full Names and Home Addresses of Proprietors or Directors			

REFERENCES			
Please provide Company Names, Facsimile and Telephone Numbers of Credit References			
1. _____	Phone: _____	Fax: _____	
2. _____	Phone: _____	Fax: _____	
3. _____	Phone: _____	Fax: _____	
4. _____	Phone: _____	Fax: _____	
I/We Undertake to Adhere to the Above Terms			
Applicant's Signature		Date of Application	

OFFICE USE ONLY

Approved By		Date Approved		
ACCOUNT CODE	ENTERED INTO COMPUTER BY	CHECKED BY	DATE APPROVAL LETTER SENT	TERMS

GUARANTEE

1. In consideration of Kalamazoo Pty Ltd ACN 113 296 441 and Kalamazoo (Aust) Pty Ltd ACN 113 167 669 in Partnership ABN 47 834 109 611 trading as Kalamazoo (hereinafter called "The Company") supplying or continuing to supply goods to

(Print Full Company Name)

(Hereinafter called "The Buyer"). I/We

(Full Name of Director/Partner/Owner)

(Full Name of Director/Partner/Owner)

(Full Name of Director/Partner/Owner)

Company Director(s)/Partner(s)/Owner, (hereinafter called "The Guarantor") hereby guarantee jointly and severally the due payment by The Buyer to The Company of the present and any future balance of debt payable by The Buyer to The Company notwithstanding that I/we do not receive any notice of any failure by The Buyer to pay such balance of debt according to the terms agreed on between The Buyer and The Company.

2. This Guarantee shall be a continuing guarantee to The Company irrespective of any sum or sums which at any time may be paid to or received by The Company for or on account of The Buyer and shall subject to paragraph 3 hereof remain in force until determined by notice in writing by me/us (or in the case of death by my/our personal representative/s) and delivered to The Company and such determination shall relate to future dealings only. I/we agree that my/our liability hereunder shall not be affected by any change in the constitution of The Company notwithstanding any enactment to the contrary nor by The Company giving The Buyer an extension of time for payment or compounding any debt and that in order to give effect to this guarantee The Company shall be entitled to act as though I/we were the Principal debtor and I/we hereby waive all and any rights as surety which may at any time be inconsistent with any of the provisions herein.
3. If any payment of money, conveyance or transfer of property or charge thereon made or given by The Buyer or its agent to The Company in reduction of its indebtedness to The Company be later declared to be void as against any liquidator of The Buyer the amount of the debt of The Buyer to The Company which is hereby guaranteed by The Guarantor shall include the amount for which credit had previously been given for such payment of money, conveyance of transfer of property or charge thereon which was declared to be void as against the liquidator and any discharge or partial discharge of the obligations of The Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
4. If The Buyer is wound up by an order of the court or otherwise The Company may prove the whole of its debt against The Buyer in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of The Buyer shall be payable by The Guarantor to The Company.
5. Notwithstanding anything hereinbefore contained in the event that The Buyer's account with The Company or any part thereof has remained unpaid for a period of 7 days after the Contractual Terms of Sale action to recover the overdue amount can be taken against me/us by The Company immediately.

DATED _____ this day of _____

Signed and delivered by the said

(1) PRINT: _____ SIGNATURE: _____
(Full Name of Director/Partner/Owner)

In the presence of

PRINT: _____ SIGNATURE: _____
(Full Name of Witness)

(2) PRINT: _____ SIGNATURE: _____
(Full Name of Director/Partner/Owner)

In the presence of

PRINT: _____ SIGNATURE: _____
(Full Name of Witness)

(3) PRINT: _____ SIGNATURE: _____
(Full Name of Director/Partner/Owner)

In the presence of

PRINT: _____ SIGNATURE: _____
(Full Name of Witness)

TERMS & CONDITIONS

1. TERMS FOR ACCOUNTS ARE STRICTLY NET 14 DAYS FROM INVOICE DATE. ON APPROVAL OF YOUR CREDIT APPLICATION AN ACCOUNT MAY BE OPENED BY KALAMAZOO IN THE CLIENTS NAME. INTEREST MAY BE CHARGED ON ALL OVERDUE ACCOUNTS AT OUR CURRENT BANK OVERDRAFT RATE FROM THE DATE OF DUE PAYMENT UNTIL THE DATE OF ACTUAL PAYMENT.
2. ANY EXPENSES, COSTS OR DISBURSEMENTS INCURRED BY KALAMAZOO IN RECOVERING ANY OUTSTANDING MONIES INCLUDING DEBT COLLECTION AGENCY FEES AND/OR SOLICITOR'S COSTS, SHALL BE PAID FORTHWITH ON DEMAND BY THE CLIENT.
3. PRICES QUOTED ARE FIRM FOR 14 DAYS FROM THE DATE OF QUOTE SUBJECT TO THE CORRECT FORM SPECIFICATIONS BEING PROVIDED BY THE CLIENT AND MAY BE VARIED BY KALAMAZOO UPON VIEWING THE ACTUAL COPY PRIOR TO COMMENCING PRODUCTION.
4. PRICES QUOTED INCLUDE THE PRODUCTION OF ONE PROOF ONLY. CLIENT ALTERATIONS TO THE FIRST AND SUBSEQUENT PROOFS ARE CHARGEABLE TO THE CLIENT AS CLIENT AMENDMENTS. ARTWORK IS NOT THE SUBJECT OF SALE AND ANY ARTWORK PRODUCED REMAINS THE PROPERTY OF KALAMAZOO.
5. REQUESTS FOR KALAMAZOO TO PROCEED WITH PRODUCTION OF A PROOF ONLY SHALL CONSTITUTE THE PLACING OF AN ORDER BY THE CLIENT ON KALAMAZOO FOR THE PROOF(S) AND CHARGES INCURRED IN THE PRODUCTION AND SUPPLY OF THE PROOF(S) WILL PASSED ON TO THE CLIENT.
6. FREIGHT CHARGES ARE IN ADDITION TO THE QUOTED PRICE IF DELIVERY IS REQUIRED OUTSIDE THE PERTH METROPOLITAN AREA.
6. PROPERTY IN THE GOODS REMAINS WITH KALAMAZOO UNTIL SUCH TIME AS ALL MONIES OWING FOR THE PRODUCTION AND SUPPLY OF THE GOODS HAVE BEEN RECEIVED BY KALAMAZOO.