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APPLICATION FOR CREDIT ACCOUNT

SALES AGENT

**HEAD OFFICE**

**Lenoxx Electronics Pty Ltd**  
ABN 97 844 321 851  
6 Oban Court, Laverton North  
Victoria 3026  
Ph: 03 9267 2100  
Fax: 03 9267 2199  
Email: lenoxx@lenoxx.com.au

**AGENTS  
FOR EACH STATE**

**Victoria**

RMS Agencies  
Ryan Ford / Travis Horswell  
PO Box 648, Berwick VIC 3806  
Mob: 0419 765 408 (Ryan)  
Mob: 0419 765 405 (Travis)

**New South Wales**

Effective Sales & Marketing  
Tony Jugas  
PO Box 2186, Rose Bay North,  
NSW 2030  
Mob: 0412 396 840

**ACT**

Sonny Cohen & Sons  
Errol Cohen  
6 Whyalla Street, Fyshwick 2609  
Mob: 0417 048 394  
Ph: 02 6280 4433  
Fax: 02 6280 7667

**Queensland**

Biz Marketing  
Peter Biziorek  
12/27SouthpineRd, Brendall 4500  
Mob: 0402 211 666  
Ph: 07 3889 7776  
Fax: 07 3889 8883

**South Australia**

MJM Distributors  
Malcolm Muxlow  
91 Ninth Ave, Royston Park 5070  
Ph: 0427 053 400

**Western Australia**

West Coasts Sales & Mktg  
Shayne Hill  
PO Box 446, Cannington 6987  
Mob: 0422 197 120  
Ph: 08 9350 9700  
Fax: 08 9350 9177

Application date: \_\_\_\_\_

Director/Owner: \_\_\_\_\_

Trading As: \_\_\_\_\_

Referred to as "Customer" and/or "Applicant  
(This is the name that will appear on statements.)

Company/Business Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Mobile: \_\_\_\_\_

Accounts person to contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Years trading: \_\_\_\_\_

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Monthly credit limit required: \$ \_\_\_\_\_

Agents Comments: \_\_\_\_\_

Type of Business (please complete the appropriate box in full)

Company Name	Sole Trader / Partnership	Other: Please specify
ACN	Business Name	
Is a family trust involved? YES / NO	ABN	

**Directors or Partnership details**

Name:	Name:	Name:	Name:
Residential Address:	Residential Address:	Residential Address:	Residential Address:
Date of Birth	Date of Birth	Date of Birth	Date of Birth
Drivers License	Drivers License	Drivers License	Drivers License

## Personal / Directors Guarantee

IN CONSIDERATION of Lenoxx Electronics (Australia) Pty Ltd ("**Lenoxx**") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to the Company or Business ("Customer") named on the front of this Credit Application.

### **I (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:**

1. **GUARANTEE** the due and punctual payment to Lenoxx of all moneys which are now owing to Lenoxx by the Customer and all further sums of money from time to time owing to Lenoxx by the Customer in respect of goods supplied or to be supplied by Lenoxx to the Customer or any other liability of the Customer to Lenoxx, and the due observance and performance by the Customer of all the obligations contained or implied in any contract with Lenoxx. If for any reason the Customer does not pay any amount owing to Lenoxx the Guarantor will immediately on demand pay the relevant amount to Lenoxx.
2. **HOLD HARMLESS AND INDEMNIFY** Lenoxx on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against Lenoxx in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of moneys owing to Lenoxx by the Customer including the enforcement of this Guarantee, and including but not limited to Lenoxx costs of collection and legal costs calculated on a solicitor and own client basis; or
  - (c) moneys paid by Lenoxx with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Lenoxx, the Customers, and a third party or any combination thereof, over the supply of goods by Lenoxx to the Customers.

### **I FURTHER ACKNOWLEDGE AND AGREE THAT**

3. This Guarantee shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Lenoxx by the Customer and all obligations herein have been fully paid satisfied and performed.
4. This Guarantee shall bind each of the signatories.
5. The term "Guarantor" whenever used in this Guarantee shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee shall bind them jointly and severally.
6. I/we irrevocably authorise Lenoxx to obtain from any person or company any information which Lenoxx may require for credit reference purposes. I further irrevocably authorise Lenoxx to provide to any third party, in response to credit references and enquiries about me or by way of information exchange with credit reference agencies, details of this Guarantee and any subsequent dealings that I may have with Lenoxx as a result of this Guarantee being actioned by Lenoxx.

**GUARANTOR 1.**

Full Name :

Address:

Signature:

**EXECUTED as a Deed** this \_\_\_\_\_ day of

**GUARANTOR 2.**

Full Name:

Address:

Signature:

20\_\_

# Privacy Act 1988 for Sole Traders/Directors

**1. Agreement that [name of credit provider] may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**

If Lenoxx Electronics ( Australia) P/L considers it relevant to assessing my/our application for commercial credit, I/we agree to Lenoxx Electronics (Australia) P/L obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Lenoxx Electronics (Australia) P/L.

**2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**

I/we agree to Lenoxx Electronics (Australia) P/L obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Lenoxx Electronics (Australia) P/L or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Lenoxx Electronics (Australia) P/L.

**3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)**

I/we agree that Lenoxx Electronics (Australia) P/L 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.

Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_



# TERMS AND CONDITIONS

## 1. PAYMENTS

1. All goods supplied by Lenoxx Electronics (Aust) Pty Ltd ("Lenoxx") or approved agents during any calendar month must be paid for in full by the last trading day of the following month.
2. Lenoxx will render to the Customer a monthly statement of the account in respect to the preceding month.
3. A late fee of \$20.00 or interest calculated at the rate of 1.5% per month, whichever is greatest, will be billed to a customer who has not paid their account in full by the agreed terms as stipulated in clause 1 of the Terms and Conditions.
4. Credit Card payments may incur a service fee.
5. When accounts are opened in the names of more than one person, all named persons are jointly and separately liable to pay the account.
6. Accounts are deemed to be unpaid until such time as payments have been fully cleared by the Customer's bank.
7. If at any time an account becomes overdue, the whole of the account balance shall, at the discretion of Lenoxx become immediately payable.
8. Lenoxx may at any time terminate or suspend the Customer's right to purchase goods on a credit account.
9. Lenoxx has the right to refuse or partially accept orders for goods from the Customer.
10. Payment of accounts shall firstly be applied to any interest charged and against previous invoices.
11. Goods will not be supplied to overdue accounts until such time as the whole amount payable is received and funds cleared by the supplier.
12. All government and bank charges associated with the applicant's account will be debited to the applicant's account.
13. Any failure by Lenoxx to insist upon strict performance of any term or condition of this agreement shall not be deemed a waiver thereof or of any rights Lenoxx may have.
14. To secure Payments of all monies which may become payable by the Customer to Lenoxx, the Customer hereby charges with the due payment of those monies all of the Customer's interest in real property both present and future, and the Customer consents to the Company lodging a caveat or caveat noting its interest pursuant to such charge. The Customer hereby agrees to indemnify the Company for all legal costs and fees in respect to such charge and caveat.

## 2. RETURNS & CREDIT

Returns and credits are only accepted if authorized by Lenoxx or by one of its approved agents, and are notified to Lenoxx within 7 days of receipt of goods. Goods may only be returned by a carrier approved by Lenoxx or its agents. A handling charge may apply to returned goods. A credit will not be issued without a corresponding Invoice number. Lenoxx reserves the right to not issue a refund cheques. A refund is only issued as a store credit and valid for 12 months.

## 3. RETENTION OF TITLE AND RISK OF LOSS

1. Ownership of goods does not transfer to the Customer until payment in full is received by Lenoxx and cleared.
2. Risk in the goods purchased passes to the Customer upon delivery.
3. The goods shall remain the sole and absolute property of as the legal and equitable owner until such time as the purchaser has paid all monies due in respect of all goods supplied.
4. Unless and until such time as payment of all monies due in respect of all goods supplied has been paid by the customer, the customer undertakes to store the goods which makes them readily definable as the said goods.
5. The right of the customer to hold and sell the goods supplied by Lenoxx Electronics Aust Pty Ltd will immediately cease if an administrator or controller within the meaning of section 9 of the Corporation Law (Australia) or similar officer is appointed to all or any assets or undertaking of the customer is deregistered. In any such case, and without the need for notice or demand by Lenoxx Electronics Aust Pty Ltd, the customer acknowledges that any sale or purported sale of the goods supplied will not in the ordinary course of the business of the customer and the proceeds of any goods sold in such circumstances will, to the extent of the money owing be held on trust for Lenoxx Electronics Aust Pty Ltd by the administrator, controller or similar officer as the case may be, or if there is no such officer, by the customer.
6. Unless and until such time as payment of all monies due in respect of all goods supplied has been paid by the Customer, Lenoxx or its duly appointed agent may for the purpose of examination or recovery of it's goods enter upon any premises where they are stored or where they are reasonably thought to be stored.

**4. GOVERNING LAW:** This agreement is governed by the laws of the State of Victoria and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

## STATEMENT BY APPLICANT(S) FOR CREDIT

The Applicant acknowledges having read, accepted and understands the terms of the application and hereby agrees to the Terms and Conditions of sale herein.

The Applicant undertakes to notify Lenoxx Electronics (AUST) Pty Ltd promptly of any changes in ownership.

The Applicant acknowledges each of the undersigned is subject to the provisions of the Privacy Act 1988.

Signature \_\_\_\_\_ Name \_\_\_\_\_

**COMPANY DIRECTOR/OWNER** Date \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

**COMPANY DIRECTOR/OWNER** Date \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

Position Held \_\_\_\_\_ Date \_\_\_\_\_

## WITNESS

Signature \_\_\_\_\_ Name \_\_\_\_\_

Position Held \_\_\_\_\_ Date \_\_\_\_\_

