

***PRIVATE & CONFIDENTIAL***

**APPLICATION  
FOR  
CREDIT FACILITY**

from

SHUTTERS R US FRANCHISING SYSTEMS (AUST) P /L incorporating  
Millennium Balustrades  
For

.....  
**INSTRUCTIONS**

Please, read carefully and print all details clearly

**PROPRIETARY LIMITED COMPANIES  
AND INCORPORATED COMPANIES**

**\*IMPORTANT:  
PLEASE READ AND UNDERSTAND THE TERMS  
AND  
CONDITIONS BEFORE SIGNING APPLICATION**

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For office use only  
Reference Comments

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

OTHERS \_\_\_\_\_

DEBTOR NO. \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_

**TO BE COMPLETED BY INCORPORATED COMPANIES**

- 1) COMPANY A.C.N: \_\_\_\_\_ OR  
 INCORPORATION NO: \_\_\_\_\_ OR  
 FEDERAL NO: \_\_\_\_\_
- 2) FULL COMPANY NAME \_\_\_\_\_
- 3) POSTAL ADDRESS \_\_\_\_\_  
 \_\_\_\_\_ POSTCODE \_\_\_\_\_
- 4) DELIVERY ADDRESS \_\_\_\_\_  
 \_\_\_\_\_ POSTCODE \_\_\_\_\_  
 TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_
- 5) ADDRESS OF REGISTERED OFFICE \_\_\_\_\_  
 \_\_\_\_\_ POSTCODE \_\_\_\_\_
- 6) DATE OF INCORPORATION \_\_\_\_\_ PAID UP CAPITAL \$ \_\_\_\_\_
- 7) NATURE OF BUSINESS \_\_\_\_\_  
 DATE BUSINESS COMMENCED \_\_\_\_\_
- 8) GROSS ANNUAL TURNOVER \$ \_\_\_\_\_
- 9) COMPANY ASSETS: PROPERTY \$ \_\_\_\_\_  
 PLANT & MACHINERY \$ \_\_\_\_\_  
 OTHERS \$ \_\_\_\_\_
- 10) IF YOU ARE AN EMPLOYER IS YOUR PAYE/GROUP TAX CURRENTLY PAID?  
 ANSWER YES/NO: \_\_\_\_\_  
 IF NO GIVE DETAILS \_\_\_\_\_
- 11) LIST NAMES OF ANY OTHER SUBSIDIARY OR ASSOCIATED COMPANIES AND ANY  
 OTHER BUSINESS TRADING NAMES \_\_\_\_\_
- 12) DURING THE PAST FIVE YEARS HAVE THERE BEEN ANY LEGAL PROCEEDINGS,  
 JUDGEMENTS WIND UP NOTICES OR IS ONE CURRENT OR PENDING OR THREATENED.  
 ANSWER YES/NO \_\_\_\_\_
- 13) SECURITIES: PROVIDE FULL DETAILS OF ALL MORTGAGES, CHARGES AND OTHER  
 SECURITY HELD OVER THE COMPANY'S ASSETS AND BY  
 WHOM \_\_\_\_\_

**14) DETAILS OF DIRECTORS**

<b>APPLICANT 1:</b> SURNAME	<b>APPLICANT 2:</b> SURNAME
CHRISTIAN NAMES	CHRISTIAN NAMES
PRIVATE ADDRESS	PRIVATE ADDRESS
POSTCODE:	POSTCODE:
PHONE No. ( )	PHONE No. ( )
DATE OF BIRTH	DATE OF BIRTH
PRIVATE PREMISES OWNED/LEASE/RENTED	PRIVATE PREMISES OWNED/LEASE/RENTED
DRIVERS LICENCE NO.	DRIVERS LICENCE NO.
<b>APPLICANT 3:</b> SURNAME	<b>APPLICANT 4:</b> SURNAME
CHRISTIAN NAMES	CHRISTIAN NAMES
PRIVATE ADDRESS	PRIVATE ADDRESS
POSTCODE:	POSTCODE:
PHONE No. ( )	PHONE No. ( )
DATE OF BIRTH	DATE OF BIRTH
PRIVATE PREMISES OWNED/LEASE/RENTED	PRIVATE PREMISES OWNED/LEASE/RENTED
DRIVERS LICENCE NO.	DRIVERS LICENCE NO.

15) HAVE ANY OF THE ABOVE DIRECTORS EVER BEEN BANKRUPT OR ENTERED INTO A COMPOSITION OR SCHEME OF ARRANGEMENT OR BEEN A DIRECTOR OF A FAILED COMPANY. ANSWER YES/NO \_\_\_\_\_

IF YES, GIVE DETAILS \_\_\_\_\_

16) LANDLORD'S NAME \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS \_\_\_\_\_ POSTCODE: \_\_\_\_\_

17) ACCOUNTANTS NAME \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS \_\_\_\_\_ POSTCODE: \_\_\_\_\_

18) BANK NAME \_\_\_\_\_  
BRANCH \_\_\_\_\_

19) TRADE REFERENCES:

1. \_\_\_\_\_  
PHONE NO \_\_\_\_\_

2. \_\_\_\_\_  
PHONE NO \_\_\_\_\_

3. \_\_\_\_\_  
PHONE NO \_\_\_\_\_

20) ANTICIPATED MONTHLY PURCHASES \$ \_\_\_\_\_

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## CONFIDENTIAL GUARANTEE AND INDEMNITY

### THE GUARANTORS ACKNOWLEDGE THAT:

(Insert applicant Company Name):

- A. referred to as 'the Company' has at the request of the Guarantors, submitted an application to be supplied goods or services (or both) on credit by SHUTTERS R US FRANCHISING SYSTEMS (AUST) P/L (which terms includes a reference to all corporations which may from time to time be related to SHUTTERS R US FRANCHISING SYSTEMS (AUST) P/L within the meaning of the corporation Law. The term 'branch of SRUS ARCHITECTURAL PRODUCTS P/L means a division of, or corporation related to SHUTTERS R US FRANCHISING SYSTEMS (AUST) P/L referred to as 'the Supplier'.
  - B. The Guarantors acknowledge that the application for credit is addressed to all branches of the Supplier, and upon approval by relevant branch at any time in the future, will govern the provision of goods or services (or both) on credit by that branch to or at the request of the company. The Guarantors acknowledge that a request by the Company to a branch of the Supplier for the supply of goods or services on credit is deemed accompanied by a request by the Guarantors to that branch to approve the application for credit and the Guarantors acknowledge that approval by any branches given on the condition that this Guarantee and Indemnity is given and applies to that credit relationship.
  - C. The Guarantors accordingly agree that this Guarantee and Indemnity shall apply to the provision of goods or services (or both) on credit, or at the request of, the Company, by any branch of the Supplier and that the Guarantee and Indemnity hereby granted is enforceable by any branch of the Supplier which has supplies goods or services (or both) upon credit to the Company.
  - D. The Guarantors acknowledge and agree that the benefit of this Guarantee and Indemnity may, in addition to any other lawful means of acceptance, be accepted by a branch of the supplier by the supply of goods or services (or Both) on credit to the company by that branch, and the date of the Invoice in respect of those goods and services shall be deemed the date of acceptance. Upon acceptance by a branch of the Supplier, this deed shall have effect as deed between the Guarantors and that branch of Supplier.
1. **The Guarantors**
    - (a) guarantee punctual payment to the Supplier and all amounts which the Company does now or may at any time in the future owe to the Supplier;
    - (b) guarantee punctual and correct compliance with all obligations (other than payment obligations which the Company owes now or may in the future owe to the Supplier;
    - (c) Indemnify the Supplier against any loss it may suffer if the Company does not meet any of its obligations.
  2. This Guarantee and Indemnity creates a principal obligation from the Guarantors to the Supplier and in addition to any security, which the Supplier holds from the Company. This Guarantee and Indemnity may be enforced without the supplier having to take any steps against the Company or its security.
  3. This Guarantee and Indemnity is not affected and is still enforceable:
    - (a) If any amounts owing to the Supplier by the Company is not recoverable from the Company for any reason at all.
    - (b) If the Supplier does not comply with any law or any agreement with the Company,
    - (c) If the Supplier grants any time, release or other concession to the Company or the Guarantors or any one or more of the Guarantors.
    - (d) If one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity.
    - (e) In the event of death, incapacity, administration, bankruptcy or insolvency of the Company or of any of the Guarantors.
    - (f) If a payment by the Company or by any Guarantor to the Supplier is set aside in bankruptcy, liquidation or official management of the Company or of any Guarantor.
    - (g) If a Guarantor ceases to be director of or be involved with the Company or the status or structure of the Company changes at all, or
    - (h) If any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
  4. This Guarantee and Indemnity is a continuous Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between the Supplier and the Company are ended, all amounts owing to the Supplier by the Company are paid, and all obligations of the Company to the Supplier are complied with in full.
  5. Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if;
    - (e) This Guarantee and Indemnity is not enforceable against one of them or if the liability of one of them ceases.
    - (f) Any Guarantor dies, or
    - (g) If one of them is unable to perform his obligations under this Guarantee and Indemnity.
  6. The guarantors agree to waive all rights inconsistent with anything in the Guarantee and Indemnity.
  7. Each Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by the Guarantor. Each Guarantor agrees that if demand is made upon him or her by the Supplier that Guarantor will immediately execute a, or other instruments of security, or consent to a caveat, as required by the Supplier and against the event that he or she fails to do so within a reasonable time of being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by the Supplier to be his true and lawful attorney to execute and register such instruments.

Continued....

- 8. Each Guarantor agrees that the Supplier may seek from a credit-reporting agency, a credit report obtaining personal information about them to assess whether to accept them as guarantors for credit applied for or provided to the Company.
- 9. The Guarantors agree that if the supplier approves the Company's application for credit, this agreement remains in force until the credit facility covered by the Company's application ceases.
- 10. If the Company is a trustee of a trust, the Guarantors warrant that the company has full authority as trustee to enter into agreements for the supply to it of goods or services (or both) on credit.
- 11. If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them.
- (a) 'Company' includes its successors and assigns.
- (b) 'Guarantors' include the executors, administrators and assigns of each Guarantor.
- (c) SHUTTERS R US FRANCHISING SYSTEMS (AUST) P/L' mean the Supplier and every corporation related to the Supplier within the meaning of Section 50 of the Corporations Law and includes the successors and assigns of all such operations.
- (d) A reference to a person includes a reference to a corporation and vice versa is appropriate, and use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.
- 12. This Guarantee and Indemnity shall notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of NSW and the Courts in the State of NSW shall be deemed to have (not exclusive) jurisdiction in regard hereto and the Law of the State of NSW shall be the proper law of such contract and all matter arising and relating to this guarantee.

**IN WITNESS WHEREOF I have hereunto set my hand and seal.**

**This..... Day of..... 20....**

**Signed Sealed and Delivered  
By the Guarantor**

**In the presence of**

**Full Name and Address of Guarantor**

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\* Signature of Guarantor

(Signature of Witness)

**Full Name and Address of Guarantor**

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\* Signature of Guarantor

(Signature of Witness)

**Full Name and Address of Guarantor**

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Signature of Guarantor

(Signature of Witness)

**Full Name and Address of Guarantor**

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\* Signature of Guarantor

(Signature of Witness)

**Full Name and Address of Guarantor**

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\* Signature of Guarantor

(Signature of Witness)

