



*"Global providers of print, packaging & promotional products"*

# CREDIT APPLICATION

PLEASE DIRECT ANY ENQUIRIES REGARDING COMPLETION OF THIS APPLICATION  
FOR CREDIT TO MR. BERNARD DODD OR VIVIAN LIU TEL: 03 9427 8255  
OR EMAIL: [bernie@fusionpmg.com](mailto:bernie@fusionpmg.com) or [vivian@fusionpmg.com](mailto:vivian@fusionpmg.com)

**WHEN COMPLETED  
ORIGINAL TO BE MAILED TO:**

**FUSION PRINT MEDIA GROUP PTY LTD**  
ATT: BERNARD DODD  
24 BAKER STREET  
RICHMOND VICTORIA 3121  
AUSTRALIA

Please PRINT, COMPLETE IN FULL and return the original direct to our Head Office (Photocopy and facsimile not accepted)

**APPLICANT (hereinafter called the "Applicant")**

Trading Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trading Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ Post Code: \_\_\_\_\_  
 Registered Company Name: \_\_\_\_\_ ABN: \_\_\_\_\_  
 Registered Company Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**COMPANY DIRECTORS/PARTNERSHIP/SOLE TRADER**

If applicant is a company, provide full details as required of directors.  
 If applicant is a partnership or sole trader, provide the same information for proprietors.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_  
 List Parent & Related Companies: \_\_\_\_\_

**DETAILS OF BUSINESS**

Nature of Business: \_\_\_\_\_ Date Commenced: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Business Contact (ie. for payments): \_\_\_\_\_  
 Email Address of Business Contact: \_\_\_\_\_  
 Premises Owned or Leased: \_\_\_\_\_  
 Has the applicant or any of its Directors or Partners been insolvent in any way with an insolvent  
 (Liquidation, Receiver, Administrator, Bankruptcy, Part X etc) Yes No  
 If yes, details: \_\_\_\_\_

**CONTACTS/REFERENCES**

Banker: \_\_\_\_\_ Branch: \_\_\_\_\_ No Years: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Bank Contact: \_\_\_\_\_ Position: \_\_\_\_\_  
 Landlord (if renting premises): \_\_\_\_\_ Phone: \_\_\_\_\_

**TRADING REFERENCES (MAJOR CREDITORS) – AT LEAST THREE (3) REFERENCES REQUIRED**

Name	Company:	Avg. Monthly purchases	Phone:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In consideration of Fusion Print Media Group Pty Ltd ACN 057 494 505 of 24 Baker Street, Richmond in the State of Victoria (hereinafter called "the Company") giving credit to the Applicant (as defined above) for Goods supplied or Services provided or on any account whatsoever, we:

\_\_\_\_\_ of \_\_\_\_\_  
(Name - printed) (Address - printed)

\_\_\_\_\_ of \_\_\_\_\_  
(Name - printed) (Address - printed)

\_\_\_\_\_ of \_\_\_\_\_  
(Name - printed) (Address - printed)

(hereinafter called "the Guarantor" and where there is more than one person comprising the Guarantor the expression "Guarantor" shall mean each of those persons jointly and severally) hereby guarantee –

The payment of all sums of money, interest and damages for which the Applicant may now or hereafter be indebted or liable or contingently indebted or liable to the Company on any account whatsoever and the due prompt observance and performance of all obligations, terms and conditions on the part of the Applicant to be performed or observed under pursuant to or in connection with any present or future agreement or arrangement between the Company (whether alone or jointly with any other person, firm or corporation) and the Applicant (hereinafter called "the Guaranteed Obligations").

1. If the Applicant defaults in the due and punctual payment of any amount (including damages) that is payable, owing but not payable, or that otherwise remains unpaid by the Applicant to the Company on any account at any time under or in connection with the Credit Application or any transaction contemplated by it, whether present or future, actual or contingent or incurred alone, jointly, severally or jointly and severally and without regard to the capacity in which the Applicant is liable, the Guarantor must pay that money on demand to, or as directed by, the Company.
2. If the Applicant defaults in the due and punctual performance of any of the Guaranteed Obligations, the Guarantor must:
  - (a) indemnify the Company against all losses, liabilities and expenses (including legal expenses on a full indemnity basis) that the Company incurs (directly or indirectly) as a result of that default; and
  - (b) pay the amount of those losses, liabilities and expenses on demand to, or as directed by, the Company.
3. The Guarantor's obligations are principal obligations and may be enforced against the Guarantor without the Company first being required to exhaust any remedy it may have against the Applicant or enforce any security it may hold relating to the Guaranteed Obligations.
4. This guarantee ("Guarantee") and the rights and remedies of the Company against the Guarantor shall not in any way be prejudiced, negated or reduced by:
  - (a) any extension of time for payment of any other indulgence granted by the Company to the Applicant or to any Guarantor hereunder;
  - (b) the fact that the Guaranteed Obligations or any part thereof may not be recoverable for whatsoever reason including but not by way of limitation the insolvency of the Applicant or that the Applicant may be discharged from all or any part of its obligations for any reason other than that payment has been made;
  - (c) the release by the Company of one or more persons comprising the Guarantor of their obligations under this Guarantee and such release shall not act as a release of the other co-Guarantors of their obligations under this Guarantee; or
  - (d) a change in the Company's terms and conditions of trade for Clients ("Terms and Conditions").
5. The liability of the Guarantor hereunder shall, where the Guarantor is comprised of more than one person, be joint and several and the liability of any person who has executed this Guarantee shall be binding notwithstanding that another person has failed to execute the Guarantee or has ceased to be bound by it or being incapable of giving this Guarantee.
6. This Guarantee shall be a continuing guarantee for the purpose of securing the payment of the whole of the Guaranteed Obligations notwithstanding any partial payment. The liability of the Guarantor under this document extends to and is not affected by any circumstance, act or omission which, but for this clause, might otherwise affect it at law or in equity.
7. Pursuant to the Privacy Act 1988, the Guarantor consents to the Company inquiring as to the Guarantor's credit worthiness and obtaining a report on such credit worthiness. The Guarantor agrees that such inquiries and such reports may cover commercial activities or commercial credit worthiness, information on their credit worthiness, credit standing, credit history or credit capacity and may contain personal information about them for the purpose of assessing the Guarantor's agreement to act as Guarantor in relation to credit provided by the Company to a third party.
8. The Guarantor agrees that the Company may receive reports from a credit reporting agency containing personal information about the Guarantor in relation to, or for the purpose of, collecting overdue payments and that the Company may give to and seek from any credit providers named in the above credit application ("Credit Application") or named in any report obtained on the Guarantor from a credit reporting agency, information about the Guarantor's credit arrangements, which information may include personal information and information on credit worthiness, standing, history or capacity.
9. The Guarantor certifies that the information provided in this Credit Application and Guarantee is true correct and that there are no other facts which would be material to the Company's decision whether or not to accept this Credit Application or Guarantee.
10. The Guarantor warrants to the Company, and agrees on behalf of the Applicant that:
  - (a) The Company retains the unfettered right to refuse credit to the Applicant, and or to withdraw at any time and without further notice any credit facilities granted to the Applicant; and
  - (b) The Guarantor is authorised to sign on behalf of, and to legally bind the Applicant.
11. The Guarantor has read, understood and agrees that the Applicant will be bound by the Terms and Conditions (the current version of which is attached to this Credit Application) as they are amended and replaced from time to time. The Guarantor and Applicant will be deemed to have notice of any change to the Terms and Conditions upon publication by the company on its website at [www.fusionpmg.com](http://www.fusionpmg.com) or such other website as the Company notifies to the Supplier from time to time, whether or not the Guarantor or Applicant has actual or constructive notice.
12. The Guarantor understands and agrees that the Applicant shall be bound by any terms and conditions of sale for Clients published by the Company on its website at [www.fusionpmg.com](http://www.fusionpmg.com) or such other website as the Company notifies to the Applicant from time to time, immediately they are so published, notwithstanding the Terms and Conditions or any other purported, pre-existing or other terms and conditions.
13. This Guarantee is governed by the Laws of the State of Victoria and the Guarantor hereby irrevocably submits to the jurisdiction of the Courts of that State.

**EXECUTED AS A DEED**

**DATED the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_**

PLEASE NOTE: Each of the Guarantor and the Applicant are required to sign below in order to execute and give effect to the Credit Application and Guarantee referred to above.

**EXECUTED** by the **GUARANTOR**:

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of Guarantor (printed)

\_\_\_\_\_  
Name of Guarantor (printed)

\_\_\_\_\_  
Name of Guarantor (printed)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (printed)

\_\_\_\_\_  
Name of Witness (printed)

\_\_\_\_\_  
Name of Witness (printed)

**EXECUTED** by the **APPLICANT** in accordance with section 127 of the Corporations Act 2001:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of other Director / Secretary

\_\_\_\_\_  
Name of Director (printed)

\_\_\_\_\_  
Name of other Director / Secretary (printed)

This Credit Application must be signed by the sole trader, or, by a partner in the partnership; or where the Applicant is a company, by a person duly authorised to bind the company and preferably by two directors or by the company secretary and a director (who is not company secretary).