

# COMMERCIAL CREDIT ACCOUNT APPLICATION

**With**

**Qenos Pty Ltd (ABN 62 054 196 771)**

## To submit this application:

1. Complete and sign:  
Part A – “Terms and Conditions”, together with;  
Part B – “Guarantee and Indemnity”
2. Provide any attachments required:  
eg: *Balance Sheet, Profit and Loss statement, details of registered charges currently held over the company etc..*
3. Send the forms and attachments to: QENOS PTY LTD  
Credit Department  
Private Mailbag 3  
Altona VIC 3018

Or fax to (+61) 3 9369 7450

**(Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT**  
**Applicant Company Details:**

<b>Applicant Company Name:</b>	
Registered and/or Trading Name:	
ACN:	ABN:
Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Co (Pty Ltd) <input type="checkbox"/> Public Co (Ltd)	
Telephone: (    )	Facsimile: (    )
Principal Business Address:	
	Postcode:
Postal Address: <i>(if different from above)</i>	
	Postcode:
Delivery Address:	
	Postcode :
<b><u>Please tell us about your business</u></b>	
<ul style="list-style-type: none"> <li>• Primary Business activity:</li>   <li>• Business established since:</li>   <li>• How long has this current ownership been in place:</li>   <li>• Name of any related or subsidiary companies or partnerships:</li>   <li>• Are the business premises owned or leased:</li>   <li>• Has the company granted security over its business assets:</li>   <li>• Product(s) to be Purchased:</li>   <li>• Estimated Monthly Purchases: ie: Quantity</li> </ul>	
Primary Business contact:	
Position:	Telephone: (    )
Email:	
Finance contact:	
	Telephone: (    )
Email:	

**Please attach financial records in support this application.**  
 Eg: latest audited Statutory Accounts or latest Management Accounts.

## (Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS or SOLE TRADER					
1	Name :	Position:	Telephone : (    )		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To:
2	Name :	Position:	Telephone : (    )		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :
3	Name :	Position:	Telephone : (    )		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :
4	Name :	Position:	Telephone : (    )		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :

Trade References	
Supplier Name:	Phone number:
1.	
2.	
3.	

## (Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT General Credit Terms

1. **Conditions of Sale** : All Products delivered to the Customer will be subject to the attached Conditions of Sale. Qenos may amend its Conditions of Sale from time to time by notice in writing to the Customer.
2. **Payment** : Unless otherwise agreed in writing, the Customer must pay for all Products supplied by Qenos prior to delivery or within any credit period granted in writing by Qenos.
3. **Interest** : Qenos is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the Reserve Bank of Australia Cash Rate plus an additional margin of 7%, from invoice date until payment of the debt.
4. **GST**: Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Qenos is a GST exclusive amount and the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
5. **Withdrawal or Variation of Credit** : Qenos may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
6. **Charge over Customer's Property** : Except where these Terms apply to a West Australian Customer (in which event this clause does not apply), as security for payment to Qenos of all moneys payable by the Customer, the Customer charges in favour of Qenos all of the Customer's interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
7. **Suspension or Ceasing of Supply** : (a) Qenos may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 7(a), if an Event of Default occurs Qenos may, without prejudice to its other rights, call up monies owed to it by the Customer, retain all monies paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or take immediate possession of any Products not paid for.
8. **Liability of Qenos** : Qenos will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Qenos, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
9. **Certification** : A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
10. **Notification of Change of Details** : The Customer will notify Qenos of any change in its structure or management, including any change of director, shareholder or any change in partnership or trusteeship within 7 days of the date of change.
11. **Effect of Other Terms** : These Terms are in no way affected by any other express or implied terms contained in any terms of sale (other than the Conditions of Sale) issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Qenos.
12. **Expenses** : The Customer must pay to Qenos any costs, charges and expenses (including all stamp duty and legal fees calculated on a solicitor own client basis) incurred by Qenos in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms.
13. **Trusts** : These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
14. **Severance** : Each clause and sub-clause of these Terms is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.
15. **Application of Laws** : The parties submit to the non-exclusive jurisdiction of Victoria and the law applying in that Victoria is the proper law governing these Terms.
16. **Definitions** : In these Terms unless the context requires otherwise: (a) "**Customer**" means each and every person or corporation to whom Qenos supplies Products; (b) "**Event of Default**" means any of the following events: (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business; (c) "**Officer**" means each director, secretary, manager and authorised representative of Qenos; (d) "**Qenos**" means Qenos Pty Ltd and its related bodies corporate as that phrase is defined in the Corporations Act 2001; (e) "**Products**" means all goods supplied by Qenos to the Customer; (f) "**Terms**" means these General Credit Terms.

**1. Definitions**

In this agreement:

"**Delivery Date**" means the date the Products are delivered to you.

"**PPSA**" means the Personal Property Securities Act 2009 (Cth).

"**Products**" means all products and services agreed to be supplied by us to you.

"**Us, Our, We**" means Qenos Pty Ltd, its agents, servants, and employees.

"**Value Adding Process**" means using the Products in or subjecting the Products to any manufacturing, mixing or other value adding process, and "**Value Added Products**" means Products which have undergone Value-Adding Process.

"**You, Your**" means the person or entity who acquires Products from us.

**2. Orders**

We will acknowledge receipt of orders for Products placed by you as soon as possible. No order is accepted, and we are under no obligation to Supply you with Products, until the Products have been shipped.

**3. Quality & Claims**

3.1 We warrant that the Products are of merchantable quality and will comply with agreed specifications.

3.2 Any description of the Products we provide is given by way of identification only and the use of such description shall not constitute a contract of sale by description.

3.3 You will examine the Products and notify us in writing if the Products have any obvious defects within 30 days of delivery. If you don't notify us, then you accept the Products are of merchantable quality, free from obvious defects, and compliant with the agreed specification, if any. If you later discover latent defects in the Products, you will notify us immediately.

3.4 If you tell us the Products have defects, you will either return them to us, or if they can't be returned you will make them available for us to inspect and take samples.

3.5 If we determine the Products are defective, then we will pay (at our election):

- (a) the cost of returning the Products that are capable of being returned;
- (b) the cost of delivery of replacement Products, if we elect to replace the Products;
- (c) the cost of disposing of the Products, where the Products are not capable of being returned; or
- (d) the cost of a full or part refund in respect of the Products.

3.6 To the extent permitted by law, our liability to you under this agreement is limited to the following, as we determine:

- (a) replacing the Products or supplying equivalent Products; or
- (b) refunding the price paid in part or in full; and
- (c) paying the reasonable costs associated with recovering the Products.

3.7 We will not be liable for any special, indirect, or consequential loss or damage including but not limited to loss of anticipated profits arising in any manner, directly, or indirectly, out of the Products or the supply of the Products.

3.8 You assume all risk of loss, damage or injury to any person or property arising out of the use or possession of any Products sold to you, however they are used.

3.9 If the Products or any part are treated, processed (including a Value Adding Process), or changed in any manner then you will have no claim arising directly or indirectly relating to those Products. You are responsible for determining whether the Products are suitable for your intended use, whether or not such use is known to us.

**4. Advice**

You acknowledge that you have not relied on any service involving skill or judgement, or on any advice, recommendation, information or assistance provided by us in relation to the Products, their use or application.

**5. Delivery and Risk**

5.1 Unless otherwise specified, all prices for the Products are for delivery free into store at your premises.

5.2 We will arrange for delivery of the Products to you using our preferred carrier. If you have any special delivery requirements, you will pay us for any extra costs incurred.

5.3 The risk of loss and damage in the Products passes to you on delivery by us or our carrier.

5.4 Each delivery is a separate contract.

5.5 You warrant that you:

- (a) have or will have and comply with all relevant permits or licences required to store and handle the Products; and
- (b) will take all necessary and appropriate precautions and safety measures for storing and handling the Products.

5.6 If you don't give us instructions sufficient for us to dispatch the Products to you within 14 days of us notifying you they are ready to send, then delivery is deemed to have taken place on the date we notified you. You will pay us storage charges payable monthly on demand until the Products are delivered to you.

**6. Title and use**

6.1 Title in the Products passes to you on payment in full for all Products. You may not resell any Products unless those Products are Value Added Products.

6.2 Until title in the Products passes to you, you hold the Products as bailee and fiduciary for us and as far as practicable you will store the Products in a way that clearly identifies them as our property. If you don't pay for the Products on time, we may demand the return of the Products. We may also enter any premises occupied by you without notice in order to search for and remove Products provided that we comply with your reasonable directions. These rights are in addition to any rights we may have under Chapter 4 of the PPSA.

6.3 Even if title in the Products has not yet passed to you, you may use the Products in a Value Adding Process. In such circumstances:

- (a) title in the Products remains with us unless the effect of the Value Adding Process is to destroy the essential identity or character of the Products, notwithstanding any resulting benefit that may accrue to us;

(b) where the essential identity or character of the Products is destroyed, you will hold such part of the Value Added Products as relates to the price of the Products on trust for us.

6.4 You acknowledge that if you sell any Products or Value Added Products prior to paying us in full for all Products, you sell them as our fiduciary agent and you will hold the price of the Products, or such part of the proceeds of sale as relates to the price of the Products, on trust for us.

6.5 If title in the Products has not passed to you or if the Value Added Products are held partially on trust for us, your implied right (if any) to sell the Products or the Value Added Products shall immediately terminate if any of the events listed in clause 8.2 happen. You will then return to us any Products and/or Value Added Products not paid for in full and we may sell or otherwise dispose of those products in any way and on any terms we choose.

**7. Delay in Delivery**

7.1 We will try to deliver the Products to you on the date requested by you, but we will not be liable for any loss or damage resulting from late delivery.

7.2 If we can't deliver the Products by the date requested by you for any reason, then we will let you know as soon as possible and tell you what steps we're taking to minimize the delay. If we do this, we won't be in breach of this agreement.

**8. Price, Payment, Default and Taxes**

8.1 (a) The price for the Products will be the current price at the Delivery Date which will be notified to you by us prior to the beginning of each calendar month.

(b) You must pay for the Products prior to the Delivery Date or as otherwise agreed;

(c) The price does not include sales tax, goods and services tax, or any other taxes and duties and you will pay any such amounts if they apply;

(d) Prices are subject to change without notice at any time and in the event that the price of the Products is increased, we will, before making the delivery, notify you of the increase and you will have the right to cancel the delivery of the Products to which the increase in price applies;

(e) We may at any time require payment in advance or cash on delivery from you.

8.2 If any of the following events happen, we may withhold further deliveries or end this agreement by giving you written notice, and without prejudice to any other action or remedy which we have or might otherwise have had, and all monies owing to us shall immediately become due and payable:

- (a) you default on any payment or are unable to pay your debts when they fall due;
- (b) if you are a person, you commit an act of bankruptcy or has a controller or trustee appointed in respect of your estate or any part of your property or assets;
- (c) if you are a company, you pass a resolution for your winding up or enter into liquidation or have an application for winding up filed against you;
- (d) A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of your property or assets;
- (e) you experience any analogous event having substantially similar effect to any of the events specified above.

8.3 We may at any time change or terminate your credit limit or payment terms by giving you written notice. If we do this, you may terminate this agreement by giving us 30 days' notice.

8.4 All amounts payable by you under this agreement are GST exclusive. If the supply of Products is a taxable supply, you will pay us the GST.

8.5 If this agreement requires a party to pay for, reimburse or contribute to any expense loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:

- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the other party's recovery from the first party is consideration for a taxable supply, and GST payable in respect of that supply.

**9. Returnable Packaging**

All returnable packaging in or on which Products are delivered remains our property and must not be used for any purpose except storing the Products. You will return all returnable packaging to us as soon as practicable after the Products have been removed. You will pay us the replacement cost of any returnable packaging that you don't return or that is returned in poor condition.

**10. General**

(a) This agreement supersedes any prior understanding or agreement between us relating to the Products including any terms contained in your order.

(b) Each clause and subclause of this agreement is separate and independent. If any clause or subclause is invalid or ineffective, the other clauses, subclauses or parts will not be affected.

(c) The failure by a party to insist upon strict performance of any term of this agreement is not a waiver of any rights.

(d) This agreement is governed by the laws in Victoria and the parties submit to the non-exclusive jurisdiction of the courts there.

**11. Notices**

(a) A party notifying or giving notice in this agreement must give notice in writing to the address of the other party (as set out overleaf or as last notified by the other party) by leaving it at or sending it by prepaid post or sending to the other party's email address (as set out overleaf or as last notified by the other party).

(b) A notice given in person or emailed is received on that day. A notice that is mailed is received 7 days after posting.

(c) All email notices must include agreement identifying information in the subject line.

(d) To the extent permitted by law:

- (i) we need not give any notice under the PPSA (including a notice of a verification statement) in relation to a security interest in connection with this agreement;
- (ii) we need not comply with any provision of the PPSA; and
- (iii) you may not exercise any rights under sections 142 (redemption of collateral) or 143 (reinstatement of security interest) of the PPSA.

## (Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

### CREDIT INFORMATION

I consent to and authorise Qenos:

- (a) to request a credit report containing information about the Customer's consumer or commercial credit arrangements from a credit reporting agency for the purposes of assessing this application or in connection with the attached Guarantee and Indemnity;
- (b) to give a credit reporting agency information to allow the credit reporting agency to create and maintain a credit information file containing information about the Customer;
- (c) to disclose a credit report or any personal information derived from the credit report and any information about the Customer's personal or commercial credit arrangements to any agent of Qenos assisting in processing the application and any other provider of credit to the customer named in this application in a credit report from a credit reporting agency; and
- (d) to notify and exchange information with other credit providers and any collection agent of Qenos.

### DECLARATION FOR THE UNIFORM CONSUMER CREDIT CODE

I declare that the credit to be provided to the Customer by Qenos is to be applied wholly or predominantly for business and/or investment purposes.

I understand that the information permitted to be disclosed under the Privacy Act 1988 (Cmwth) includes:

- (a) details to identify me – that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number,
- (b) the fact that I have applied for credit, the amount, or that Qenos is a current credit provider to the Customer,
- (c) advice that payments previously notified as unpaid are no longer overdue,
- (d) payments overdue for at least 60 days and for which collection action has started,
- (e) cheques for more than \$100 drawn by the customer which have been dishonoured more than once,
- (f) in specified circumstances, that in the opinion of Qenos I/we have committed a serious credit infringement, and
- (g) the fact that credit provided to the customer by Qenos has been paid or otherwise discharged.

### PRIVACY

I understand that I need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide the customer with an appropriate level of service. By signing this application I authorise Qenos to collect, maintain, use and disclose my/our personal information in the manner set out in Qenos privacy policy as varied from time to time. I acknowledge that I am aware that the policy is available on Qenos' websites or by request.

### REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT

- I **hereby represent and warrant** that the information set out in this application is true and correct **and acknowledge** that **Qenos** will rely upon the information provided and is hereby induced to grant credit to the Customer.
- I have been given, read and understood the current General Credit Terms and the Conditions of Sale employed by Qenos prior to completing this application.
- Upon Qenos allowing the Customer to trade on credit, the Customer agree to be bound by the General Credit Terms and by the Conditions of Sale as set out above in this application and warrant that the information given by me in this application is true and accurate.
- I agree to remit payments via Electronic Funds Transfer or other direct deposit method as agreed with Qenos
- I further acknowledge that if I am a corporation, provision of credit pursuant to this application may, at Qenos absolute discretion, be subject to and conditional upon all of my/our directors executing the attached Guarantee and Indemnity, (as set out in Part B of this Commercial Credit Application)

**IMPORTANT:** You should not sign this declaration unless this Credit Account is wholly for business purposes. In signing this declaration you may lose your protection under the Consumer Credit Code.

Name:	Position :
Signature : _____ Dated :    /    /20	
(Signed as an authorised officer, for and on behalf of the Customer)	
Witness Name :	
Witness Address :	
Signature : _____ Dated :    /    /20	

## (Part - B) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

### Guarantee and Indemnity

In consideration of **Qenos** agreeing (at the request of the customer named in the Application for Commercial Credit of which this Guarantee forms part ("**Customer**") to sell goods or give credit to the Customer each person named as guarantor in the Schedule ("**Guarantor**") enters into this Guarantee and Indemnity ("**Guarantee**") in favour of Qenos in the following terms.

#### 1 **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to Qenos the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- (b) any statement signed by a Qenos director, secretary, manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor.
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Qenos for the payment of Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of Qenos under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Qenos is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

#### 2 **Indemnity**

If the obligation of the Customer to pay the Guaranteed Moneys to Qenos is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Qenos against any loss Qenos suffers as a result. Qenos need not incur any expense or make any payment before enforcing this right of indemnity.

#### 3 **Waiver**

No failure or delay by Qenos to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Qenos's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

#### 4 **Claim in Administration**

Until this Guarantee is released by Qenos, the Guarantor will not without Qenos's consent, prove in any Administration of the Customer in competition with Qenos.

#### 5 **Application of Moneys Received**

If Qenos receives or recovers money in respect of debts of the Customer indebtedness to Qenos from the Customer or anyone else, Qenos may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

#### 6 **Charge**

As security for payment to Qenos of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of Qenos the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

#### 7 **Trusts**

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

#### 8 **Expenses**

The Guarantor must pay to Qenos all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by Qenos in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

#### 9 **Acknowledgment**

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of any of Qenos, its employees, agents or representatives or under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Qenos and that the law applying in that State is the proper law governing this Guarantee.

#### 10 **Severance**

Each clause and sub clause of this Guarantee is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

#### 11 **Definitions**

In this Guarantee unless the context requires otherwise :

**Administration** includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

**Guaranteed Moneys** means all moneys which are, will or may be at any time in the future, owing or payable to Qenos by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

Qenos means Qenos Pty Ltd and its "related bodies corporate" as that phrase is defined in the Corporations Act 2001.

#### 12 **Interpretation**

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

**(Part - B) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT**

**Guarantee and Indemnity**

I/We have been given, read and understood the Guarantee and Indemnity conditions employed by Qenos prior to completing this application. I/We have not relied on anything said to me by the Customer as to what it means or what its effect may be.

SIGNED by each **Guarantor** in the presence of each **Witness** named below.

**IMPORTANT NOTICE:** This is an important document.

It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

Customer Name: \_\_\_\_\_

<b>Guarantor's Name (Print):</b>	Signature :
<b>Guarantor's Address:</b>	
Witness' Name (Print):	Signature :
Witness Address:	

<b>Guarantor's Name (Print):</b>	Signature :
<b>Guarantor's Address:</b>	
Witness' Name (Print):	Signature :
Witness Address:	

<b>Guarantor's Name (Print):</b>	Signature :
<b>Guarantor's Address:</b>	
Witness' Name (Print):	Signature :
Witness Address:	

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_