A.C.N. 664 629 216 PTY LTD - ABN: 25 664 629 216 Denttech Dental Lab (Australia) Application for Customer Credit Account 26A, Bannick Ct, Canning Vale, WA, Perth -6155

Accounts Telephone: 08 9272 8384 Email:Info@denttechdental.com.au www.denttechdental.com.au



# Please ensure all parts of this form are fully completed

If you require assistance completing this account application, please contact us on 08 9272 8384.

IMPORTANT: If there are any concerns regarding this application, or any sections that require further clari cation, we recommend that you seek independent legal advice.

## PART 1: CREDIT APPLICATION

# 1. The Applicant

Legal full name of entity *
Trading Name (if di erent from legal name)
Are you GST Registered?* ABN*
No Yes
Date Business Commenced
Is this new application related to:
Change of Ownership Change to existing account
Account Type *
Organisation Structure (Tick appropriate box) *
Company Sole Trader Trustee Partnership Corporate
2. Contact Details
Principal Business Address *
Postcode *
Business Owner's Name *
Business Owner's Email Address *
Business Telephone Number *
Accounts Contact Name (for payment enquiries ) *
Accounts Email Address (we will send invoices/statements to this address) *
Accounts Telephone Number *
Accounts Telephone Number *

### 3. Trade / Business References

Please provide three trade or business references. These must be provided by current key suppliers that are providers of commercial credit.

	Reference One
Business Name	
Contact Name	
Address	
Email	
Telephone	
	Reference Two
Business Name	
Contact Name	
Address	
Email	
Telephone	
	Reference Three
Business Name	
Contact Name	
Address	
Foreit	
Email	
Telephone	



#### 4. Terms of Credit

Credit will not be provided until A.C.N 664 629 216 Pty Ltd accepts this application and has provided written confirmation to the Applicant.

If DentTech accepts this application, the provision of goods and services and credit facilities to the Applicant are subject to the Terms and Conditions of Trade available in <a href="https://www.denttechdental.com.au">www.denttechdental.com.au</a>, you may request a copy by contacting <a href="mailto:lnfo@denttechdental.com.au">lnfo@denttechdental.com.au</a>

☐ I have read and agree to the terms and conditions \*

#### 5. Execution

#### By signing this credit application, the Applicant:

- Represents & warrants that this information is true and correct to the best of their knowledge
- Gives consent to the trade and personal reference being contacted to gain trading information
- Acknowledges having been provided with Terms and Conditions of Trade of DentTech and having read and understood them
- Acknowledges that they have been advised to seek legal and financial advice prior to signing this application
- Accepts the Terms and Conditions of Trade of the Company as displayed on its website (www.denttechdental.com.au) and agrees that these terms and conditions of Trade apply to the provision of goods and services to it by A.C.N 664 629 216 PTY LTD

If the applicant is a company or corporate trustee this application must be signed by a director or trustee of the named entity

Authorised Signatory One

Sign Here *		Date *
Full Name *		
Position or Business Title *  Signing in the capacity as: (for the		tory for the Business  Company Director
	<b>Authorised Signatory Two</b>	<u>)</u>
Sign Here *		Date *
Full Name *		
Position or Business Title *		
Signing in the capacity as: (for Proprietor (if sole trader p		atory for the Business  Company Director



# Part 2: Deed of Guarantee and Indemnity

TO: A.C.N 664 629 216 Pty Ltd (ABN: 25 664 629 216) of 26A Bannick Ct, Canning Vale, Perth, WA-6155

In consideration of DentTech Dental Lab , A.C.N 664 629 216 Pty Ltd providing or continuing to provide goods & services, credit or grant an indulgence outside A.C.N 664 629 216 Pty Ltd agreed credit terms to the customer as hereby named below:

Name of Customer	
ACN or ABN of Customer	
Address	
Enter physical address of customer here	

#### The Guarantor hereby:

1. agrees to guarantee to A.C.N 664 629 216 Pty Ltd (ABN: 25 664 629 216) trading as Denttech Dental Lab (Australia) Also know as "DentTech" the due and punctual payment of all money presently owing and any money that may become owing by the Customer, in respect of the cost of goods or services supplied by DentTech to the Customer and any other sums payable by the Customer to A.C.N 664 629 216 Pty Ltd Ltd pursuant to A.C.N 664 629 216 Pty Ltd Terms and Conditions of Trade (guaranteed money);

2.agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified A.C.N 664 629 216 Pty Ltd from and against all losses, costs, charges and expenses whatsoever (including all legal costs) that A.C.N 664 629 216 Pty Ltd may suffer or incur in relation to the supply of goods or services to the Customer;

- 3. covenants, acknowledges and agrees as follows:
- (a) the guarantee given in clause one is a continuing guarantee, the indemnity given in clause two is a continuing indemnity and neither this Deed nor the guarantee nor the indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to A.C.N 664 629 216 Pty Ltd, other than the full payment to and acceptance by A.C.N 664 629 216 Pty Ltd of the whole of the guaranteed money;
- (b) notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only. Nevertheless as between the Guarantor and A.C.N 664 629 216 Pty Ltd, the Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money;
- (c) this Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by A.C.N 664 629 216 Pty Ltd notwithstanding:
  - 1. that no steps or proceedings have been taken against the Customer;
  - 2. any indulgence or extension of time granted by A.C.N 664 629 216 Pty Ltd to the Customer;
  - 3. the death or bankruptcy or winding up of the Customer;
  - 4. that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer;
- (d) A.C.N 664 629 216 Pty Ltd taking or failing to take, or enforcing or failing to enforce, or holding any other security for the Customer's debt, or varying or surrendering any such security shall not exonerate or discharge the Guarantor or otherwise prejudice or affect the liability of the Guarantor;
- (e) the Guarantor must not compete with A.C.N 664 629 216 Pty Ltd for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its a airs or its assets and liabilities;
- 4. where the Guarantor consists of more than one person, this guarantee is enforceable against all persons signing as Guarantor jointly and severally



- 5. the Guarantor hereby acknowledges having given its consent to A.C.N 664 629 216 Pty Ltd to:
  - (a) disclose credit information about the Guarantor to a credit reporting body; and
  - (b) obtain credit eligibility information about the Guarantor from a credit reporting body; and
  - (c) use credit eligibility information about the Guarantor; and
  - (d) disclose credit eligibility information about the Guarantor, or the purposes of A.C.N 664 629 216 Pty Ltd:
  - (e) assessing whether to accept the Guarantor as a guarantor for credit that has been provided to or may be applied for by the Customer; and
  - (f) collecting overdue payments; and
  - (g) reporting on payment defaults and personal bankruptcy and insolvency issues
- 6. the term "A.C.N 664 629 216 Pty Ltd" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.

### **Guarantor Signatory One**

Sign Here (Guarantor One)	Sign Here (Witness One)	
Date:	Date:	
Full Name (Guarantor One)	Full Name (Witness One)	
Residential Address (Guarantor 1)	Residential Address (Witness 1)	
Gua Sign Here (Guarantor Two)	arantor Signatory Two Sign Here (Witness Two)	
Date:	Date:	
Full Name (Guarantor Two)	Full Name (Witness Two)	
Residential Address (Guarantor 2)		
	Residential Address (Witness 2)	

