



STANLEY PACKAGING

59-65 Gaine Road, Dandenong South VIC 3175

P: +61 3 8795 7876

E: sales@stanleypackaging.com.au

ABN: 30 146 419 561

COMPANY NAME				
TRADING NAME (if different)				
TYPE OF BUSINESS	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Other:			
DATE BUSINESS COMMENCED				
REGISTERED ADDRESS				
SUBURB		STATE		POSTCODE
PLACE OF BUSINESS ADDRESS				
SUBURB		STATE		POSTCODE
ABN/ACN		CONTACT		
TELEPHONE	()	EMAIL		

CREDIT TERMS	30 Days from Invoice Date	ESTIMATED CREDIT LIMIT	
BANK		BRANCH	
ACCOUNT INFO.	BSB -	ACCT NO:	
DIRECTORS NAMES			
RESIDENTIAL ADDRESS			
DOB & LICENSE NO.			

REFERENCES	Please include three Trade References with whom you currently have credit accounts	
No. 1		Phone No:
No. 2		Phone No:
No. 3		Phone No:

NOTE CREDIT TERMS APPLY FROM INVOICE DATE

By submitting this application, I/We hereby apply for a commercial credit account to be opened with STANLEY PACKAGING and agree that all products and services provided or arranged by STANLEY PACKAGING will be supplied subject to its Standard Terms and Conditions of Trade. A copy of these Standard Terms and Conditions of Trade is attached to this application.

I/We acknowledge that this Credit Application Form, once approved by Stanley Packaging, along with Stanley Packaging's Standard Terms and Conditions of Trade, constitute the entire agreement between the Applicant and Stanley Packaging for the supply of products and services on credit.

I/We confirm that I/We have read, understood, and agree to be bound by both this Credit Application Form and the Standard Terms and Conditions of Trade.

I /We declare that the signature below is that of a duly authorised representative of the above stated applicant company/individual.

Name in Block Letters:		Position:	
Signature:		Date:	
Witness Name:		Witness Signature:	
Witness Address:			



CREDIT APPLICATION FORM

(Continued)

Guarantee of Payment of Fees

This section must be completed by all Directors/Principals of the Applicant company if a Personal Guarantee is required by Stanley Packaging. If the Applicant is a Sole Trader or Partnership, this section is generally not applicable unless specific circumstances warrant it, or the Applicant is a Trust without a corporate trustee. Please consult with your legal advisor regarding the applicability of this section.

In consideration of STANLEY PACKAGING agreeing to supply goods and/or services on credit to the Applicant named in this form ("the Applicant"), I/We, the undersigned Guarantor(s), hereby irrevocably and unconditionally guarantee the due and punctual payment of all monies, debts, liabilities, and obligations now or in the future owing by the Applicant to STANLEY PACKAGING under this Credit Application and the Standard Terms and Conditions of Trade, or otherwise (collectively, "the Indebtedness").

This guarantee is a continuing guarantee and shall remain in full force and effect until the Indebtedness is fully satisfied. This guarantee shall be enforceable against me/us without any need for STANLEY PACKAGING to first seek payment from the Applicant or any other individual or entity.

I/We agree that my/our liability as Guarantor(s) is joint and several, and this guarantee shall not be affected by any indulgence, waiver, or compromise granted by STANLEY PACKAGING to the Applicant.

Guarantor's Name:		Signature:	
Guarantor's Address:			
Guarantor's Phone No:			
Witness Name (Print):		Witness Signature:	
Witness Address:			

Authorisation - STANLEY PACKAGING use only:				
Account Number				
Enquiry Date		Authorised		Date Entered

STANDARD TERMS AND CONDITIONS OF TRADE

These Standard Terms and Conditions of Trade are to be read and construed in conjunction with the Stanley Packaging Credit Application Form. By submitting a Credit Application Form or placing an order for goods or services on credit with Stanley Packaging, the Applicant has read, understood, agrees to be bound by these Terms and Conditions as well as the terms outlined in the Credit Application Form, which together form the complete agreement between the Applicant and Stanley Packaging.

1. Credit Terms and Payment:

- The Applicant agrees to make payment for all goods and services supplied by Stanley Packaging strictly within NET 30 Days from date of invoice.
- In the event of any overdue account, Stanley Packaging reserves the right to charge interest on the outstanding balance at a rate of 5% per annum, calculated daily from the due date until the date of full payment.
- The Applicant shall be liable for all costs incurred by Stanley Packaging in recovering any overdue amounts, including but not limited to, debt collection agency fees, legal costs on a full indemnity basis, and any dishonour fees.
- Stanley Packaging may, at its sole discretion, suspend further credit facilities or deliveries to the Applicant should any account become overdue.

2. Retention of Title (Romalpa Clause):

- Ownership of any goods supplied by Stanley Packaging to the Applicant shall not pass until full payment for those specific goods, and all other amounts owing by the Applicant to Stanley Packaging on any account whatsoever, has been received by Stanley Packaging.
- Until such time as ownership passes, the Applicant holds the goods as a fiduciary bailee for Stanley Packaging.
- If the Applicant sells the goods before ownership passes, the Applicant agrees to hold the proceeds of sale on trust for Stanley Packaging in a separate account.
- Stanley Packaging reserves the right, and is hereby irrevocably authorised, to enter any premises where the goods are located and repossess the goods, without being liable for any trespass or damages, if the Applicant fails to make payment when due or breaches any other term of this agreement.

3. Personal Property Securities Act 2009 (PPSA):

- The Applicant acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) ('PPSA') and create a security interest in all goods supplied by Stanley Packaging to the Applicant (and their proceeds) as collateral for the payment of the purchase price of the goods and any other amounts owing.
- The Applicant undertakes to sign any further documents and/or do any further acts that may be necessary or desirable to enable Stanley Packaging to perfect and maintain its security interest under the PPSA.
- The Applicant waives its right to receive any notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142, 143 and 157(3) of the PPSA.

4. Credit Reporting and Privacy:

- The Applicant authorises Stanley Packaging to obtain from a credit reporting body a credit report containing personal information about the Applicant (if a natural person) and/or its directors/guarantors (if applicable), for the purpose of assessing this credit application and/or for the purpose of collecting overdue payments.
- The Applicant consents to Stanley Packaging obtaining and using information about the Applicant's commercial activities or commercial creditworthiness from any credit reporting body or commercial credit provider for the purpose of assessing this credit application.
- The Applicant authorises Stanley Packaging to exchange information with credit providers named in this application or in any credit report about the Applicant's credit arrangements, including information about the Applicant's credit worthiness, credit standing, credit history, or credit capacity.

5. Governing Law:

- This agreement and any contract arising hereunder shall be governed by and construed in accordance with the laws of the State of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

PRIVACY ACT CONSENT AND AUTHORISATION

I/We acknowledge and agree that:

1. If STANLEY PACKAGING considers it appropriate to assess my/our application for credit, I/We agree that STANLEY PACKAGING may, pursuant to section 18K(1)(b) of the *Privacy Act 1988* (Cth), obtain a credit report from a credit reporting agency and use information in the report for the purpose of an assessment for commercial credit.
2. If STANLEY PACKAGING considers it appropriate to assess my/our application for credit, I/We agree that STANLEY PACKAGING may, pursuant to section 18L(4) of the *Privacy Act 1988* (Cth), obtain a credit report and use information regarding my/our commercial activities or commercial credit worthiness for the purpose of the assessment.
3. STANLEY PACKAGING is authorised to contact the trade references to verify payment history and credit practices.
4. I/We acknowledge that STANLEY PACKAGING's Privacy Policy is available on its website at <https://www.stanleypackaging.com.au/privacy-policy/> and details how personal information is collected, used, stored, and disclosed.

DECLARATION AND AUTHORISATION

I/We declare that the information provided in this application is true and correct in every detail and that I/We are duly authorised to make this application on behalf of the above-stated Applicant company/individual.

I/We understand that any credit extended will be subject to the Standard Terms and Conditions of Trade as attached and acknowledge that acceptance of this application is at the sole discretion of STANLEY PACKAGING.

Signed by:

Name:

Position:

Date: