



CREDIT APPLICATION

The Applicant specified below is applying for credit with Mardo and agrees to abide by the attached Credit Terms:

<i>BUSINESS STRUCTURE</i> (Tick Box)							
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SOLE TRADER		PARTNERSHIP		COMPANY		TRUST	
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<i>APPLICANT DETAILS</i>							
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NAME OF APPLICANT							
NAME OF BUSINESS							
REGISTERED OFFICE							
PRINCIPAL PLACE OF BUSINESS ADDRESS							
ACCOUNT CONTACT							
DELIVERY CONTACT							
TELEPHONE NO		FACSIMILE NO		ABN/ACN			
E-MAIL ADDRESS							

<i>DIRECTORS OF APPLICANT DETAILS</i> Please Complete Information Below for All Individuals							
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1. FULL NAME							
PRIVATE ADDRESS							
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO					

2. FULL NAME							
PRIVATE ADDRESS							
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO					

<i>TRUSTS</i> If any applicant is the trustee of a trust this section must be completed							
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NAME OF TRUST							
DATE TRUST ESTABLISHED							
DETAILS OF TRUST DEED							



FURTHER APPLICANT INFORMATION

ACCOUNTANT

NAME CONTACT ADDRESS PHONE

BANKER

NAME CONTACT ADDRESS PHONE

REFERENCES (Provide 2 Trade References)

1. NAME POSITION NATURE OF REFERENCE TELEPHONE COMPANY

2. NAME POSITION NATURE OF REFERENCE TELEPHONE COMPANY

CREDIT REQUIREMENTS

AMOUNT OF AVERAGE MONTHLY TRADING AMOUNT OF CREDIT REQUIRED PER MONTH

GUARANTEE

I/We being duly authorised officers or representatives of the Applicant having applied for credit with Mardo agree on behalf of myself/ourselves and the Applicant to Mardo's credit and trading terms, warrant that I/we have answered the questions and provided the information in this Application to the best of my/our knowledge and belief, and that as far as I am/we are aware the answers and information are true and correct in all respects, and that no relevant details have been omitted and I/we guarantee the due performance by the Applicant of those terms and conditions and the payment of any monies due or payable by the Applicant to Mardo.

Signature Position Held Date Signature Position Held Date Witnessed by Date Name (please print)

PREFERRED PAYMENT METHOD: (please tick) [] EFT [] CHEQUE [] CASH

MARDOS'S EFT DETAILS: BANK Commonwealth Bank BSB: 066-000 ACCOUNT NO: 10654744

The Applicant is not entitled to any credit from Mardo until it receives a written notice from Mardo that its application for credit has been approved.



PRIVACY AUTHORITY

1. Acknowledgment of Disclosure of Credit Information to Credit Reporting Agency

1.1 I/we acknowledge that the Privacy Act 1988 allows the credit provider to disclose a credit reporting agency certain personal information about my/our application for credit, including but not limited to:

- (1) such permitted particulars about me/us which allows me/us to be identified;
- (2) payments which become overdue more than 60 days, and for which collection action has commenced;
- (3) cheques drawn by me/us which have been dishonoured more than once;
- (4) the opinion of the credit provider that I/we have committed a serious credit infringement.

1.2 By virtue of this acknowledgment I/we understand that the credit provider has informed me/us of its disclosure to a credit reporting agency of information about me/us and I/We so authorise such disclosures.

2. Authority for Credit Provider to perform certain permitted actions concerning an Application for Finance

2.1 I/We agree that, if it is considered relevant in assessing my/our application for personal or commercial credit, or as a guarantor of credit, the credit provider may obtain respectively a report on my/our commercial worthiness from a commercial credit reporting agency or a report on my/our personal credit worthiness from a credit reporting agency.

2.2 I/we agree that, if it is considered relevant to collecting my/our overdue commercial credit payments, the above named credit provider may receive a credit report concerning me/us from a credit reporting agency.

3. Declaration

3.1 I/We acknowledge and agree that Mardo:

- (1) is authorised to contact any appropriate third parties or credit agencies to verify the accuracy of the information in this application and to retain any information obtained for its records; and
- (2) is relying upon information contained in this application as a material factor in considering this application.

SIGNATURE: _____

(1st Director/Partner/Individual)

(Print name)

(date)

SIGNATURE: _____

(2nd Director/Partner/Individual)

(Print name)

(date)

OFFICE USE ONLY

Date Application Received: Account No:

Date Application Approved: Account Limit: \$

Date Applicant Notified:

CREDIT TERMS

1. In these Credit Terms:
 - (1) Credit Terms means these terms and conditions;
 - (2) Customer means the customer described in the Credit Application; and
 - (3) Mardo means Mardo Pty Ltd ACN 054 992 102 ABN 54 054 992 102.
2. These Credit Terms apply to all contracts between the Customer and Mardo where credit has been provided.
3. The Customer agrees to adhere to these Credit Terms. The only terms which are binding upon Mardo are:
 - (1) those set out in these Credit Terms or otherwise agreed to in writing by Mardo; and
 - (2) those, if any, which are imposed by law and which cannot be excluded.
4. The Customer is not entitled to any credit facilities until it receives notice in writing from Mardo stating that credit facilities have been granted. Until the Customer receives such notice in writing from Mardo any goods that are supplied by Mardo to the Customer shall be on the basis of cash on delivery or as otherwise specified by Mardo.
5. If Mardo agrees to supply goods or services to the Customer on credit the following terms apply:
 - (1) Payment must be tendered no later than the end of the calendar month following the month of sale.
 - (2) Payment is deemed to be made:
 - (a) if cash is tendered – on the date it is tendered; and
 - (b) if a cheque (bank or otherwise) or other negotiable instrument is tendered – on the date upon which the cheque or negotiable instrument is negotiated and cleared by Mardo’s bankers.
 - (3) Time is of the essence in respect of the Customer’s obligation to make payment.
 - (4) If the Customer defaults in making payment to Mardo in accordance with these Credit Terms Mardo may in its absolute discretion:
 - (a) charge the Customer interest calculated on the portion of the Customer’s account overdue at the rate of 15% per annum from the date on which the default arose; and
 - (b) require the Customer to reimburse Mardo for all collection costs including legal costs incurred by Mardo calculated on a solicitor and client basis as a consequence of Mardo instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as Mardo in its discretion decides.
 - (5) Payments tendered by the Customer to Mardo must be applied as follows:
 - (a) firstly, as reimbursement for any collection costs incurred by Mardo in accordance with clause 5(4)(b);
 - (b) secondly, in payment of any interest charged to the Customer in accordance with clause 5(4)(a); and
 - (c) thirdly, in satisfaction or part satisfaction of the oldest portion of the Customer’s account.
 - (6) Mardo will be entitled without notice to terminate any credit arrangement with the Customer. On termination, all amounts then owing become immediately due and payable and recoverable as a debt payable by the Customer to Mardo and Mardo may retake possession of all goods that have been delivered which are in the Customer’s possession.
 - (7) Mardo may at any time request such security or additional security as Mardo in its discretion requires and may withhold the supply of any goods and terminate any existing credit arrangements until the additional security is given in a form satisfactory to Mardo.
 - (8) Each of the officers’ or representatives’ guarantees shall be a continuing guarantee to Mardo for all debts whatsoever. Mardo may exercise its rights under any such guarantee without first having recourse to the Customer.
 - (9) Mardo may at its discretion limit the amount of credit to be provided to the Customer to an amount determined by Mardo.
 - (10) If the Customer, being a corporation, suffers a change in its majority control – whether by a change in its voting shareholders or by a change in its directors it first obtain Mardo’s consent in writing. If this happens, Mardo may require that additional security be supplied and if this is not provided, Mardo may rely upon the personal guarantees provided by the previous owners.
6. The Customer declares and warrants that as at the date of this Application, the Customer is solvent and able to pay its accounts according to normal trading terms.
7. Mardo may commence legal action against the Customer if the goods are not paid for within Mardo’s usual payment terms or any separate arrangement for payment made by Mardo with the Customer although property in the goods has not passed to the Customer.
8. The provisions of Mardo’s Conditions of Sale apply despite any arrangement between the parties under which Mardo grants the Customer credit.
9. If anything in these Credit Terms is unenforceable, illegal or void then it is severed and the rest of these Credit Terms remain in force.
10. Mardo may vary the Credit Terms on 7 days notice to the Customer.
11. Mardo customers must comply with the applicable Federal/State legislation in regard to the installation of Curtain & Blind Cord Safety devices. Offenders caught may be prosecuted and/or made to pay heavy fines for non compliance to this legislation. It is imperative that Mardo customers seek further clarification and/or information on its legal obligations when installing window coverings that are relevant to the Curtain & Blind Cord Safety Legislation