

Application for Commercial Credit Account

Strictly confidential

Sending in a completed form does not necessarily mean the GEON Group will approve your application. Once you have submitted the application, it will be assessed by Group Finance of the GEON Group. Please allow at least seven (7) days for the application process to be completed by Group Finance.

Please complete all parts of the Application and return originals by post to: Group Finance, GEON Group
195 Forster Road
MOUNT WAVERLEY VIC 3149

REQUIREMENTS

- All details of the Application be completed
- The account will not be opened until original documents are received by GEON Group
- Please note that the secured guarantee for directors/proprietors is required for all applicants unless a public company
- All directors/proprietors are required to provide a photocopy of their drivers licence

Applicant Details

Applicant Name (Individual / Partnership / Company) _____

Registered Trading Name _____

ACN or ABN _____

Applicant Status Company Sole Trader Partnership Trading Trust Other _____

Date Business Started _____ Date Present Ownership Commenced _____

Is the Applicant part of a corporate group? No Yes (please state name of holding company) _____

Principal Business Activity _____

Business Address _____

Postcode _____

Telephone _____ Fax _____

Email _____

Accounts Dept Mailing Address _____

Postcode _____

Accounts Contact Person _____

Direct Telephone _____

Accounts Email Address _____

Would you accept your monthly statements by email? No Yes

Bank _____ Branch _____

BSB _____ Account Number _____

Credit Limit Requested _____

Your GEON Account Manager _____

Full name and residential address of applicant (Directors, Partners, Proprietors)

1. Name _____ Telephone _____
Address _____ Postcode _____

2. Name _____ Telephone _____
Address _____ Postcode _____

3. Name _____ Telephone _____
Address _____ Postcode _____



Trade references (minimum of 3 references required)

1. Name	Telephone
2. Name	Telephone
3. Name	Telephone

Terms and Conditions of Credit

1. The scope of this Application is all debts incurred for goods and services supplied by companies in the GEON Group to the Applicant.
2. This Application may be accepted by companies in the GEON Group by the provision of goods and services to the Applicant. There is no obligation for any companies in the GEON Group to accept this Application.
3. The GEON Group consists of the following companies: GEON Australia Pty Ltd (ACN 096 088 854); AP Mail Management Pty Ltd (ACN 120 128 529); Octane Digital & Print Pty Ltd (ACN 119 393 038); Scanlon Printing Company Pty Ltd (ACN 119 393 047); Impact Printing Pty Ltd (ACN 114 205 695); and GEON Group Australia Pty Ltd (ACN 110 488 125).
4. The Terms and Conditions of Trade attached to this Application are expressly incorporated into these Terms and Conditions of Credit and shall apply in respect to all goods and services provided to the Applicant. The Terms and Conditions of Credit will override the Terms and Conditions of Trade to the extent of any inconsistency.
5. The Applicant is to pay any account, invoice or statement within 30 days from the issue date.
6. This Application represents the entire agreement between the Applicant and the companies of the GEON Group. No purchase order or other document issued by the Applicant will vary this agreement. GEON Group companies may vary the Terms and Conditions of Trade by notification to the last known address of the Applicant upon 30 days notice.
7. The Applicant, and in the case of a corporation, its directors, hereby unconditionally grants consent to obtain from a credit reporting agency or other person or company information and/or reports concerning it from time to time during the continuance of its credit account or to assist with the decision to open a credit account. The Applicant further consents to the disclosure of information (including overdue payments) about its credit worthiness to credit reporting agencies and credit providers who may have dealings with the Applicant. For the purposes of this paragraph 'report' and 'information' include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.
8. Credit is approved at the sole discretion of GEON Group companies and may be withdrawn by GEON Group companies at any time without notice. In the event that credit is withdrawn by a GEON Group company all money owing to that company becomes immediately due and payable.
9. Any expense and/or costs or disbursements incurred in recovering outstanding money including debt collection agency fees and legal costs shall be paid by the Applicant on an indemnity basis.
10. Should the Applicant default in making any payment in accordance with the Terms and Conditions of Credit then all money due shall immediately become due and payable. The Applicant may be charged interest at the rate of 1.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment.
11. Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies payable.
12. The Applicant will notify the GEON Group of any change of ownership, change in particulars or addition of directors/shareholders within 14 days of that change.
13. A certificate of debt signed by a representative of one of the GEON Group of companies shall be prima facie evidence and proof of money owing by the Applicant at that point in time.
14. The parties agree to submit to the exclusive jurisdiction of the laws and Courts of the state of New South Wales.

Signed on behalf of the Applicant (All Directors, Partners, Proprietors must sign)

Name _____ Title _____

Signed _____ Date _____

Name _____ Title _____

Signed _____ Date _____

Name _____ Title _____

Signed _____ Date _____



This is an important legal document.

By signing it the Guarantor becomes personally responsible instead of, or as well as, the Applicant up to the amounts which the Applicant owes companies in the GEON Group.

The Guarantor should:

- seek independent legal advice before signing this document; and
- consider seeking, and if the Guarantor thinks fit, obtain independent financial advice before signing this document; and
- make, and continue to make, inquiries about the creditworthiness, financial position and honesty of the Applicant.

Secured Deed of Guarantee and Indemnity

Provided to each and every member of the GEON Group of companies:

GEON Australia Pty Ltd (ACN 096 088 854); AP Mail Management Pty Ltd (ACN 120 128 529); Octane Digital & Print Pty Ltd (ACN 119 393 038); Impact Printing Pty Ltd (ACN 114 205 695); Scanlon Printing Company Pty Ltd (ACN 119 393 047); and GEON Group Australia Pty Ltd (ACN 110 488 125) (the "GEON Group").

In consideration for one or each of the companies referred to as the GEON Group providing or continuing to provide goods and services to the Applicant named in the Schedule ("the Applicant") the Guarantor enters into this Deed with each and every member of the GEON Group and where the Guarantor consists of more than one person they jointly and severally agree as follows:

1. The Guarantor irrevocably and unconditionally guarantees the payment by the Applicant for all goods and services that have been supplied or may in future be supplied from time to time at the Applicant's request and to be answerable and responsible for the payment by the Applicant of all moneys which are payable or may become payable by the Applicant. This guarantee is given for valuable consideration and is a continuing guarantee for the whole of the Applicant's indebtedness or any liability that arises.
2. The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally indemnifies each and every member of the GEON Group against any and all losses and expenses (including legal costs on an indemnity basis) directly or indirectly incurred by the Applicant failing to perform its obligations or incurring any liability, including the punctual payment for goods and services.
3. For the purpose of securing payment the Guarantor hereby charges all of their real and personal property (including all property acquired after the date of this Deed) whatsoever in favour of each and every company in the GEON Group with the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay. The Guarantor hereby irrevocably appoints any person nominated by the GEON Group the attorney of the Guarantor with power to execute, sign, seal and deliver such mortgage or other document to give effect to this security.
4. If any term, condition or charge created by this Deed is or becomes void or unenforceable it may be severed from this Deed without any effect on the validity of the remainder of this Deed.
5. The Guarantor's obligations under this Deed will not be affected by any variation or termination of a credit account, any act or omission that would otherwise at law or in equity release the Guarantor from such liability including any agreement being unenforceable or illegal.
6. A certificate of Debt duly signed by a representative of the GEON Group shall be prima facie evidence and proof of moneys owing by the Applicant to a company in the GEON Group at that point in time.
7. The Guarantor hereby authorises the GEON Group to carry out such credit enquiries as the GEON Group may in its sole discretion determine. The Guarantor agrees that companies in the GEON Group may obtain from a credit reporting agency a consumer credit report containing information about them for the purpose of assessing whether to accept them as a guarantor for the Applicant.
8. The Guarantor acknowledges making their own enquiries of the Applicant regarding the Applicant's past and prospective dealings with the GEON Group. The Guarantor further acknowledges that the companies of the GEON Group are under no obligation to notify them of any changes to trading terms or dealings with the Applicant.
9. The Guarantor acknowledges having made a copy of this Guarantee and has had an opportunity to consider properly its terms and to seek legal advice regarding it.
10. If the Applicant is wound up individual companies of the GEON Group may prove the whole of its debt against the Applicant in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of the Applicant will be paid by the Guarantor. Should the Guarantor prove a debt against the Applicant then the Guarantor will immediately pay the dividend to the full extent of any shortfall in a GEON Group company's claim against the Applicant but such payment will not otherwise discharge its obligations to a GEON Group company under this Deed.
11. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally. A GEON Group company may at any time release or discharge a Guarantor from any or all of their obligations under this Deed and give time for payment, accept any composition or make any other arrangements with any Guarantor without releasing or discharging any other Guarantor.
12. The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and the parties be subject to the exclusive jurisdiction of Courts of the State of New South Wales.

Name of Applicant ACN

Address of Applicant _____

Guarantor

Signed sealed and delivered by

Name _____

As Guarantor in the presence of

Full Name of Witness _____

Signed by Witness _____

Date _____

Guarantor

Signed sealed and delivered by

Name _____

As Guarantor in the presence of

Full Name of Witness _____

Signed by Witness _____

Date _____



GEON
geongroup.com

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AN A-Z OF GEON

BINDING AND FINISHING
BOX CARTONS
BUILDEZY COLLATERAL APPLICATIONS
COPY WRITING
CREATIVE DESIGN
DATA MANAGEMENT
DIGITAL ASSET MANAGEMENT
DIGITAL MEDIA AND E-MARKETING
DIGITAL PRINT
DIRECT MAIL AND MAIL SERVICES
DIRECT MARKETING
E-BOOKS AND ONLINE MAGAZINES
E-FORMS
ENVELOPES
ENVIRONMENTAL SERVICES AND ADVICE
LABELS
LARGE FORMAT PRINTING
LOGISTICS
MEASUREMENT AND TRACKING
OFFSET PRINTING
ONLINE SERVICES
ORDER FULFILMENT
PHOTOGRAPHY
POINT OF SALE / POINT OF PURCHASE
PRINT MANAGEMENT
PROOF READING
REPORTING
STATIONERY AND FORMS
STRATEGIC SOURCING
TYPESETTING
VARIABLE DATA AND PERSONALISATION
WAREHOUSING AND LOGISTICS