BRIDGE

CREDIT APPLICATION AND AGREEMENT

Bridge IT Solutions and the Customer and Guarantors (if any) named below understands this is a contract which comprises Bridge IT Solutions Credit Application Terms and Conditions. This application may require guarantee(s) which must be completed in full to process this application. By signing the documents, you are bound by this contract. You should read carefully the terms of these documents which comprise the contract and seek legal advice about these terms.

1. CUSTOMER INFORMATION – PLEASE USE BLOCK LETTERS		
Date of Application: / /		

Name of Customer:		

ACN:	ABN:	Phone:

Registered Company Incorporated	Partnership	Sole Trader	Government Department	Trustee	Other

Full Trading Name:		

Registered Office Address:		
City:	State:	Post Code:

Location Address:		
City:	State:	Post Code:

Phone:	Email:	

Address for Invoicing:		
City:	State:	Post Code:

Date Business Established:		

Accounts / Purchasing Contact:		

Phone:	Email:	

If less than 12 months – previous Trading Address:		

2. FOR COMPANIES – DIRECTORS INFORMATION		
Please detail the full name and private address of Directors/Proprietors/Owners		
1.		

Address:	How long at current address?	
City:	State:	Post Code:
Phone:	Email:	

2.		

Address:	How long at current address?	
City:	State:	Post Code:
Phone:	Email:	

3. CREDIT DETAILS * ALL Australian accounts are strictly 30 days from date of invoice. Standard options of payment are EFTPOS, credit or debit cards; or online payments in the form of direct deposit. **NOTE: Due to regional sales agreements, we are currently restricted to selling our products exclusively within Australia and New Zealand.**

Estimated amount of credit per month $ _____	Persons to contact regarding payment of account: Name: Position: Phone: Email:

4. BANK INFORMATION

Bank Name: Account Name: BSB: Account Number: Bank Location / Branch: If Account is international SWIFT Code:	

5. TRADE REFERENCES

Insert Full Name	ABN	Contact Name	Phone	Email Address	Years trading with them?
1.					
2.					
3.					

6. CUSTOMER'S DECLARATION AND SIGNATURE (PLEASE READ CAREFULLY BEFORE SIGNING)

(a)	I/We certify that the above information is true and correct.
(b)	I/We declare and warrant that the applicant/s are neither bankrupt nor insolvent and have not committed any act of bankruptcy nor traded whilst insolvent within the previous 3 years.
(c)	I/We authorise Bridge IT Solutions to conduct such credit and financial checks on the Customer (and any guarantors) as deemed necessary at any time, and consent to such checks for the purposes of the *Privacy Act 1988* (Cth), and consent to disclosure of such information to a credit reporting or recovery agents ('Privacy Notice').
(d)	I/We acknowledge and agree to the *Credit Applications Terms and Conditions* that accompanies this Application for Credit and agree to be bound by the *attached* upon signing the document.
(e)	I/We acknowledge that the Customer and each of the Guarantors (if required by Bridge IT Solutions) have received a complete and legible copy of this Agreement and *Credit Application Terms and Conditions* before signing it.
(f)	I/We acknowledge and warrant that I/We am/are duly authorised to sign and make this application on behalf of the Customer.

The Customer must be the legal entity which conducts the business. The Customer MUST NOT be the registered business name.

7. SIGNED BY CUSTOMER (IF A COMPANY) in accordance with s 127(1) of the *Corporations Act 2001* (Cth) or its constitution

Name	
Director Name	
Director Signature	
Date	

SIGNED BY CUSTOMER (IF A PERSON OR BUSINESS)

Name	
Trading As	
Signature	
Date	

8. PERSONAL/DIRECTORS GUARANTEE & INDEMNITY (TO BE COMPLETED AS REQUIRED)

This is an important document, if you do not understand this document, you should seek independent legal advice.

In consideration of Bridge IT Solutions having agreed to our request to supply goods/services on the terms and conditions expressed on this form and to give credit to the Customer under the *Credit Application Terms and Conditions*, we the undersigned, hereby guarantee this payment of all sums of money, interest, costs, and damages which the Customer may now or hereafter be liable to pay Bridge IT Solutions.

We further agree that upon default by the Customer to pay such money, interest, costs, and damages to Bridge IT Solutions when due, that we will pay the same to Bridge IT Solutions when due and upon demand. We further agree to indemnify Bridge IT Solutions against all losses and costs suffered as a result of each and every default by the Customer and/or any default by us under this Guarantee. This Guarantee is a continuing obligation and binds us jointly and severally. Our liability hereunder is absolute and shall not be affected by any other matter granted to the Customer by Bridge IT Solutions. We have obtained independent legal advice on our obligations under this Guarantee and have read and accepted the attached *Credit Application Terms and Conditions.*

SIGNED BY DIRECTOR as guarantor in accordance with s127(1) of the *Corporations Act 2001* (Cth)

Company Name	
Director Name	
Director Signature	
Date	
Drivers Licence No	
Street Address	
Telephone	
Email	

SIGNED BY DIRECTOR as guarantor in accordance with s127(1) of the *Corporations Act 2001* (Cth)

Company Name	
Director Name	
Director Signature	
Date	
Drivers Licence	
Street Address	
Telephone	
Email	

CREDIT APPLICATION TERMS AND CONDITIONS ('TERMS')

The Customer must be the legal entity which conducts the business. The Customer MUST NOT be the registered business name.

1.   Interpretation
1.1   In these terms and conditions:
"Customer" means the natural or legal entity stated in the Application for Credit and any related body corporate as defined in the *Corporations Act 2001* (Cth) and its successors and assigns.
"Guarantors" means the guarantors named in section 8 of this agreement.

2.   Warranty
2.1   The Customer warrants that the information provided is accurate, correct and complete as supplied for the purposes of obtaining credit.
2.2   The person (s) signing warrants that he/she is duly authorised by the Customer to apply for credit and execute this Credit Application on their behalf.

3.   Approval

3.1   The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from Bridge IT Solutions stating that the credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Customer receives such notice, any goods and/or services that are supplied by Bridge IT Solutions to the Customer will be on the basis of payment upfront.

3.2   The parties agree that, if prior to formally approving credit, Bridge IT Solutions grants to the Customer time to pay for any products and/or services supplied, it does so on these terms and conditions.

3.3   The Customer acknowledges that Bridge IT Solutions may suspend or withdraw any credit facility granted to the Bridge IT Solutions in its discretion.

3.4 These Terms shall prevail over any document or verbal exchange between the parties unless Bridge IT Solutions expressly agrees otherwise in writing.

4. Payment

4.1 In the event of Bridge IT Solutions granting credit facilities to the Customer, then:

(a) all accounts are to be settled in full within the agreed trading terms noted on Bridge IT Solutions statement(s) and/or invoice(s). Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms,

(b) should the Customer default in making any payment in accordance with the agreed trading terms, then all monies owing to Bridge IT Solutions shall immediately become due and payable. Bridge IT Solutions shall be entitled to charge interest at the rate of 5% per month on all overdue amounts from the date due for payment until the date of actual payment,

(c) any expense and/or costs or disbursements incurred by Bridge IT Solutions in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Customer,

(d) it is expressly understood and Customer agrees that this credit arrangement may be terminated at any time by Bridge IT Solutions. In that event, all monies owing to Bridge IT Solutions will be immediately due and payable.

(e) Bridge IT Solutions reserves the right to amend its prices and payment terms by written notice to you but these changes only apply to goods or services purchased after the date of change.

(f) Bridge IT Solutions may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Customer give such security or additional security or information as Bridge IT Solutions shall in its discretion require. Bridge IT Solutions shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

4.2 Disputes or claims do not constitute grounds for non-payment of amounts, other than those in dispute.

4.3 Bridge IT Solutions reserves the right to refuse further supply of goods and services where any monies owing by the Customer remain outstanding after the due date for payment or where any payment made by the Customer is dishonoured.

4.4 Where the Customer is a Trustee, the Customer shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to Bridge IT Solutions.

4.5 Bridge IT Solutions reserves the right to commence recover proceedings in the event that invoiced payments are not made in full within the time stipulated on its invoice.

5. Risk

5.1 Should Bridge IT Solutions elect to post any goods or organise delivery of goods, the Customer's risk of loss or damage to such good passes to the Customer on the date and at the time that the goods were ordered, and it is the Customer's responsibility to ensure these goods are insured and covered for their time in transit.

5.2 Bridge IT Solutions will not be responsible for non-delivery or delay in delivery of any goods. Where such non-delivery or delay occurs, Bridge IT Solutions may deliver the goods not delivered or delayed at any subsequent time and the Customer must accept and pay for them.

6. Title of Property

6.1 In relation to goods supplied to the Customer, ownership and property in the goods vests absolutely with Bridge IT Solutions and does not pass to the Customer UNTIL the Customer:

(a) pays for the goods in full;

(b) pays in full all other monies owing or unpaid by the Customer to Bridge IT Solutions including monies in respect of goods previously or subsequently supplied to the Customer by Bridge IT Solutions.

6.2 In relation to goods supplied to the Customer for which payment in full has not been received:

(a) the relationship between the Customer and Bridge IT Solutions shall be fiduciary;

(b) the Customer will hold those goods as bailee for Bridge IT Solutions;

(c) where the Customer sells those goods, the Customer does so as fiduciary agent of Bridge IT Solutions;

(d) when new goods or objects are formed with Bridge IT Solutions goods into other products or the goods are affixed to other objects, Bridge IT Solutions will be given full ownership of such new goods or objects;

(e) where the goods are disposed of, the monies resulting from the disposal and all other proceeds received in respect of the goods, including insurance proceeds will be kept separately in trust for Bridge IT Solutions;

(f) where the goods are disposed of, the Customer may only dispose of the goods in the ordinary course of its business on commercially reasonable terms;

(g) the Customer undertakes that until it delivers the goods to a third party, it will store the goods on its premises separately from its own goods, or those of any other person, and in a manner, which makes the goods readily identifiable as Bridge IT Solutions goods.

7. Returns

7.1 Except as required by law, any supply of credit from Bridge IT Solutions to the Customer is not refundable.

7.2 Applications for credit cannot be cancelled prior to the end of the credit period, or refunds made after credit is processed, such as, for example, buyer's remorse. Bridge IT Solutions is under no obligation to refund any payments made in respect of any credit supplied to the Customer, in part or in full, for any reason including (without limitation) early termination of your credit account unless required by law.

8. PPSA

8.1 The Terms create a security interest in the goods. Customer acknowledges that Bridge IT Solutions owns the goods and, in all circumstances, Customer retains no title to the goods until payment is made in full, including if Customer goes into liquidation or becomes bankrupt during the Term. The rights of Customer to use the goods are as a bailee only.

8.2 Bridge IT Solutions may register any actual or impending security interest in relation to a

security interest in the goods and the proceeds arising in respect of any dealing in the goods.

8.3 Customer consents to Bridge IT Solutions registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonably required by Bridge IT Solutions to facilitate registration.

8.4 Customer agrees not to in any way assign, charge, lease or otherwise deal with the goods in such a manner as to create a security interest over the goods in favour of any third party.

8.5 Customer waives its rights to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.

8.6 Bridge IT Solutions and Customer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of Bridge IT Solutions security interest in the goods or of this Agreement:

(a) any requirement for Bridge IT Solutions to give Customer a notice of removal or accession;

(b) any requirement for Bridge IT Solutions to give Customer a notice of Bridge IT Solutions' proposed disposal of the goods;

(c) any requirement for Bridge IT Solutions to include in a statement of account, after disposal of the goods, the details of any amounts paid to other secured parties;

(d) any requirement for Bridge IT Solutions to give Customer a statement of account if Bridge IT Solutions does not dispose of the goods;

(e) any right Customer has to redeem the goods before Bridge IT Solutions exercises a right of disposal;

(f) any right Customer has to reinstate this Agreement before Bridge IT Solutions exercise a right of disposal of the goods.

(g) Expressions defined in the PPSA have the same meaning when used in these Terms.

9. Insurance

9.1 The Customer will at its own cost insure goods against such risks as a prudent owner of the goods would insure for at their full insurable value which shall include but not be limited to all damage which may occur at or in transit to and from the Customer's premises by way of fire, theft, floor or wilful damage and the Customer shall immediately present documentary evidence to Bridge IT Solutions of such insurance upon request by Bridge IT Solutions.

9.2 The Customer shall immediately notify Bridge IT Solutions of the existence of any claim pursuant to which Bridge IT Solutions may have an interest under this agreement. The rights in respect of any such claim of Bridge IT Solutions shall be subrogated to those of the Customer to the extent of any monies outstanding to Bridge IT Solutions.

10. Termination

10.1 Bridge IT Solutions may terminate this agreement immediately by notice in the event that Customer:

(a) obtains credit by fraud, dishonesty or omission; or

(b) allows the amount of an invoice to remain unpaid for more than 30 days from its due date; or

(c) breaches any of these Terms and such breach is not remedied within seven (7) days of written notice to the Customer; or

(d) materially breaches the agreement and the breach is incapable of remedy; or

(e) becomes insolvent, or a liquidator, administrator, receiver or other controller is appointed over the Customer and its assets or the financial position of the Customer, or some other fact or circumstance, leads Bridge IT Solutions to believe on reasonable grounds that the Customer is likely to materially fail to complete its obligations under this agreement.

10.2 Termination of this agreement shall not relieve the Customer its obligation to pay all amounts due to Bridge IT Solutions and all amounts due must be paid immediately.

11. Guarantors

11.1 Bridge IT Solutions is entitled to full recourse to the Guarantors for any and all amounts outstanding including interest, legal and court costs and debt recovery.

11.2 The Guarantors guarantee to Bridge IT Solutions by execution of this agreement on behalf of the Customer to the due and punctual payment pursuant to these Terms.

11.3 The Guarantors agree this guarantee shall be enforceable against them jointly and each of them separately.

11.4 Guarantor agrees that Guarantor shall not be released from liability under this guarantee otherwise then by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the Customer under these Terms.

11.5 This guarantee shall be continuing and shall not be discharged by the winding up of the Customer and shall bind the successors of the Guarantor.

12. Access

12.1 The Customer irrevocably permits Bridge IT Solutions or any person authorised by Bridge IT Solutions in writing, upon giving reasonable notice to enter the Customer's premises or at premises where the goods are reasonably believed by Bridge IT Solutions to be held on the Customer's behalf for the purpose of examining or recovering the goods. The Customer also agrees to indemnify and hold Bridge IT Solutions harmless for reasonable costs of removal, enforcement, and legal action in respect of the removal of any goods, the subject of this Agreement.

13. Disputes

13.1 If the Customer disputes any goods sold or services supplied by Bridge IT Solutions as faulty or defective or disputes the invoice (s) that Bridge IT Solutions has issued, the Customer must notify their reasons in writing to Bridge IT Solutions within 14 days of the Invoice date, failing which the Customer loses any right to dispute the quality of the goods, services or quantum of.

13.2 In any dispute arising between the Customer and Bridge IT Solutions, the Terms of this Agreement shall prevail over any other agreements or documents entered between the parties.

13.3 If the Terms of this Agreement are inconsistent with the terms of any other agreement or document, then the Terms of this Agreement shall prevail to the extent of any inconsistency.

14. Dispute Resolution

14.1 A Party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms (Dispute) unless it has complied with this clause.

14.2 A Party claiming that a Dispute has arisen must notify each other Party to the Dispute giving details of the Dispute.

14.3 During the 30-calendar day period after a Notice is given (or longer period agreed in writing by the Parties to the Dispute) (Initial Period) each Party to the Dispute (Disputant) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.

14.4 If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for arbitration, at the request of any Disputant, to:

(a) a arbitrator agreed on by the Disputants; or

(b) if the Disputants are unable to agree on a arbitrator within seven days after the end of the Initial Period, then the Disputants must submit the Dispute for arbitration through the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Arbitration Rules shall apply to the arbitration.

14.5 The role of any arbitrator is to determine a binding resolution of the Dispute. Any decision or determination made by the arbitrator is binding on the Disputants immediately, unless otherwise dictated by the arbitrator.

14.6 Any information or documents disclosed by a Disputant under this clause must be kept confidential and may not be used except to attempt to resolve the Dispute.

14.7 Each Disputant must pay its own costs of complying with this clause. The Disputants must pay equally the costs of any arbitrator engaged.

14.8 The arbitration will be held in Brisbane, Australia.

14.9 After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving Notice to each other Disputant. A Party to a dispute will only be entitled to pursue other remedies available to it at law or otherwise after a determination has been made by arbitration. The Disputants agree that any decision made by the arbitrator is final.

15. Whole Agreement

15.1 These terms and conditions together with the Application for credit agreement embody the whole agreement between the parties and, subject to the express terms contained in any written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

16. Default

16.1 If the Customer:

(a) fails to pay for any goods or services on the due date; or

(b) otherwise breached this Agreement and failed to rectify such breach within seven days' notice; or

(c) cancels delivery of goods or services; or

(d) commits an act of bankruptcy or allows a trustee in bankruptcy or receiver and manager to be appointed to the Customer or any of its property; or

(e) allows a judgment or order to be enforced or become enforceable against the Customer's property; or

(f) permits proceedings to be commenced to wind the Customer up or controller, receiver, administrator, liquidator or similar officers appointed to the Customer in respect of any part of its property;

then Bridge IT Solutions may enter upon the Customer's premises (doing all that is necessary to gain access) where goods supplied under this contract are situated at any time and re-take possession all goods Bridge IT Solutions has supplied to the Customer and:

(a) resell the goods concerned;

(b) terminate the agreement; and

(c) sue for any monies owing.

16.2 The Customer will be in default if the Customer does not pay any monies payable when called upon or when due.

16.3 The Customer and the Guarantor jointly and severally acknowledge and agree that Bridge IT Solutions is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Customer or the Guarantor or both.

16.4 The Customer and the Guarantor jointly and severally authorise Bridge IT Solutions to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

16.5 Bridge IT Solutions reserves the right to report a Customer's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days.

16.6 Bridge IT Solutions may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Customer acknowledges and agrees to pay debt collection charges incurred from the day that Bridge IT Solutions refers the matter to their nominated debt collection agency. The Customer shall be liable for interest and all legal recovery costs associated with such action on a solicitor and own Customer or indemnity cost basis.

17. Indemnity

17.1 The Customer and Guarantor/s indemnifies and holds harmless Bridge IT Solutions and its officers, employees and agents from and against all actions, claims, proceedings or demands which may brought or made against it or them or any of them in respect of any loss, injury or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.

18. Charge

18.1 The Customer charges in favour of Bridge IT Solutions any land that it owns (or acquires after the date of this agreement) as security for all monies owed to Bridge IT Solutions and hereby authorises and consents to Bridge IT Solutions registering a caveat over the land if the

Customer defaults in making payment of any amounts owing to Bridge IT Solutions.

19. Right to amend terms and conditions

19.1 Bridge IT Solutions reserves the right to amend terms and conditions of this agreement by giving the Customer notice in writing of the amended terms and conditions to the Customer's address as specified on the face of this agreement or as notified by the Customer from time to time. The Customer is deemed to accept any amended Terms and Condition unless it notifies Bridge IT Solutions in writing within seven days of its objection to the proposed amendment to the Terms and Conditions.

20. Set-off

20.1 The Customer agrees that:

(a) Bridge IT Solutions may set-off any credit amount that Bridge IT Solutions owes to the Customer against any debt due by the Customer to Bridge IT Solutions at Bridge IT Solutions sole discretion;

(b) The Customer is not entitled to withhold payment of any money in respect of any alleged set-off or claim the Customer might have against Bridge IT Solutions.

21. Severance and Waiver

21.1 If any part of this agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severed from the agreement and the severed part will not affect the validity and enforceability of any remaining provisions. Any waiver of Bridge IT Solutions right under this agreement must be in writing and signed by an authorised representative of Bridge IT Solutions.

22. Law and Jurisdiction.

22.1 The laws of the State of Queensland, Australia governs this Agreement. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland (and any court that may hear appeals from any of those courts for any proceeding in connection with this Agreement) and waives any right it may have to claim that those courts are an inconvenient forum.

23. Customer Credit Code

23.1 The Customer and Guarantors declare that the credit to be provided is to be applied wholly or predominantly for business purposes and not for personal, domestic or household purposes.

24. Change of Ownership

24.1 The Customer will notify Bridge IT Solutions no later than 14 days after any change of ownership or control, change in particulars, any alteration or addition to shareholders or directors, unit holding or beneficial interests in the Customer or Customer's business and any change, alteration or addition in the Customer's internal structure and senior management.

25. Consent to obtaining Customer credit information

25.1 The Customer and in the case of a corporate Customer, its directors, hereby authorises and unconditionally grants its consent to Bridge IT Solutions obtaining from a credit reporting agency or other person or Bridge IT Solutions, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist Bridge IT Solutions in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit for or provided to it.

26.2 The Customer authorises and consents to Bridge IT Solutions obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or credit to it.

26. Notices

26.1 Any notice to be given to one party by another under these Terms must be delivered to the recipient in person or by courier hand delivery, be prepaid ordinary post, or by email.

26.2 A notice is regarded as being given by the sender and received by the recipient: (a) if by delivery in person, when delivered to the recipient; (b) if by post, four (4) calendar days from and including the date of postage; or (c) if by email, immediately unless sender receives an automated reply that the email was not delivered by reason of the address being invalid or otherwise.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the Credit Application for credit and agree to be bound by the same. All pages of the Credit Application must be returned to Bridge IT Solutions in order for the Credit Application to be deemed complete.

SIGNED BY CLIENT/CUSTOMER	
Name	
Signature	
Date	
Witness	

SIGNED BY CLIENT/CUSTOMER (IF A COMPANY) in accordance with s 127(1) of the *Corporations Act 2001* (Cth) or its constitution	
Name	
Director Name	
Director Signature	
Date	

SIGNED BY CLIENT/CUSTOMER (IF A PERSON OR BUSINESS)	
Name	
Trading As	
Signature	
Date	