

RTS Imaging Pty. Limited  
ACN 003 422 571/ABN 48 003 422 571

Credit Application Form

Completed Application Forms must be mailed to: RTS Imaging PO Box 226 YAGOONA NSW 2199

Company  Sole Trader  Partnership  (Tick appropriate box)

COMPANY NAME \_\_\_\_\_ ABN \_\_\_\_\_

Fill in names and addresses of each sole trader, partner, trustee or director.

1. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

2. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TRADING NAME \_\_\_\_\_ Registered Business Name No. \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TRADE REFERENCES

1. \_\_\_\_\_ PHONE \_\_\_\_\_

2. \_\_\_\_\_ PHONE \_\_\_\_\_

3. \_\_\_\_\_ PHONE \_\_\_\_\_

BANK \_\_\_\_\_ BRANCH \_\_\_\_\_

PROPOSED MONTHLY SPEND: \$ \_\_\_\_\_

The Customer applies for a credit account with RTS. The Customer warrants to RTS the accuracy of the information provided in this form. The Customer agrees that RTS's Terms and Conditions, available at [www.rtsimage.com.au](http://www.rtsimage.com.au), will govern all transactions between RTS and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by RTS.

RTS may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act 1988.

I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

SIGNATURE \_\_\_\_\_

DATE ...../...../.....

POSITION \_\_\_\_\_

# GUARANTEE AND INDEMNITY

To: RTS Imaging Pty Ltd (ACN 003 422 571) ("the Company") IN CONSIDERATION of the supply of goods to (Company Name) \_\_\_\_\_ ("Purchaser")

1. The Guarantor guarantees the due and punctual: a) payment by the Purchaser to the Company of all moneys, which the Purchaser may now or in the future be liable to pay to the Company on their account; and b) observance and performance by the Purchaser of the Purchaser's obligations under the Terms and Conditions and indemnifies the Company against all loss (including unpaid moneys) and damages suffered or incurred by the Company by reason of failure to pay the moneys.
2. If there is more than one Guarantor, then "Guarantor" means all guarantors collectively and each of them individual. If there is more than one Guarantor then their obligations under this Guarantee and Indemnity are join and several.
3. This Guarantee and Indemnity creates a principal obligation from the Guarantor to the Company and may be enforced without the Company having to take any steps against the Purchaser.
4. This Guarantee and Indemnity is a continuing and irrevocable guarantee and indemnity until the Guarantor is expressly released by the Company in writing and it is not discharged by any intermediate payment or settlement of accounts.
5. The Guarantors obligations under this Guarantee and Indemnity are unconditional and still enforceable:- a) if any amount owing to the Company by the Purchaser is not recoverable from the Purchaser for any reason at all; b) if the Company grants any time, release or other concession to the Purchaser or the Guarantor; c) in the event of death, incapacity, administration, bankruptcy or any form of insolvency of the Purchaser or the Guarantor; d) if a payment is by the Purchaser or by the Guarantor is set aside in bankruptcy, litigation or official management of the Purchaser or the Guarantor; e) if the Guarantor ceases to be a Director or to be involved with the Purchaser or the status of the Purchaser changes at all; and f) if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
6. The Guarantor charges with payment of moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in land now or in the future by the Guarantor. The Guarantor agrees that if a demand is made upon him or her by the Company, that the Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat as required by the Company. In the event that the Guarantor fails to do so within a reasonable time from being so requested, the Guarantor hereby irrevocably and by the way of security appoints any Credit Manager, Solicitor or Commercial Agent engaged by the Company to be his or her other true and lawful attorney to execute and register such instrument.
7. The Guarantor will pay all of the Company's costs, fees and expenses associated with this Guarantee and Indemnity and the enforcement of the Guarantee and Indemnity.
8. The Guarantor fully understands the risks associated with this Guarantee and Indemnity and freely elects to execute it.
9. The Guarantor(s) agrees to RTS Imaging Pty. Ltd. obtaining any credit report from a credit reporting agency for the purposes of assessing whether to accept the guarantor(s) in respect of credit applied for or provided to the customer.
10. This Guarantee and Indemnity is governed by the laws of New South Wales and the applicable laws of the Commonwealth of Australia. The Guarantor submits to the exclusive jurisdiction of the Courts of New South Wales as elected by the Company.

\_\_\_\_\_  
(Print name in full)

**"Guarantor"**

\_\_\_\_\_  
(Print name in full)

**"Witness"**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)