



A.C.N. 071 175 730 A.B.N. 17 071 175 730

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**APPLICATION FOR CREDIT WITH VIC AIR SUPPLIES PTY LTD**

Account Name: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

A.C.N.: \_\_\_\_\_ A.B.N.: \_\_\_\_\_

Applicant is: Sole Trader [ ] Partnership [ ] Company [ ]

Date Established / Registered / Incorporated: \_\_\_\_\_

**Director(s) / Proprietor(s):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Mobile: \_\_\_\_\_

Drivers Licence No: \_\_\_\_\_ D.o.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Mobile: \_\_\_\_\_

Drivers Licence No: \_\_\_\_\_ D.o.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_



**Accounts Payable Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Estimated Monthly Purchases: \$ \_\_\_\_\_

**TRADE REFERENCES**

Company / Trading Name:	Phone:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

I/We the undersigned hereby certify that the above information is true and correct and have read and agree to abide by the Trading Agreement on the previous page. I/We are of the opinion that the business or company of the Applicant is solvent and able to pay its debits as and when they fall due. I/We undertake not to contract goods from Vic Air Supplies Pty Ltd. (A.C.N. 071 175 730) when payment within the prescribed terms cannot be guaranteed.

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

I, ..... have read and agree to the above conditions.

Signed: ..... Dated: .....  
(Sole Trader, Registered Director or Proprietor to sign)

Witnessed: ..... Dated: .....

**OFFICE USE ONLY:**

DATE: ACCOUNT MANAGER: ENTERED BY:



AGREEMENT AND INDEMNITY (ORIGINATING)

IN CONSIDERATION of VIC AIR SUPPLIES PTY LTD ( A.C.N.: 071 175 730) (hereinafter referred to as "VAS") agreeing to provide goods and services to:

..... (A.C.N.: .....)  
(hereinafter referred to as the "Purchaser")

WE: (1) \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ Postcode: \_\_\_\_\_

(2) \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ Postcode: \_\_\_\_\_

(hereinafter collectively referred to as the "Indemnifier") covenant and agree that:

- 1. In consideration of VAS from time to time providing goods and services to the Purchaser on VAS's normal trading terms, the Indemnifier will indemnify and keep indemnified VAS against any and all loss and damage, costs and expenses (including legal costs and expenses on a full indemnity basis) suffered by VAS arising from any failure whatsoever by the Purchaser to pay any and all of the amounts due to VAS as and when they fall due and payable ("the payments").
2. The Indemnifier will pay VAS any amounts arising from clause 1 immediately upon demand, without set-off or counterclaim.
3. This indemnity is a continuing indemnity and shall remain irrevocable by the Indemnifier.
4. The covenants and agreements herein on the part of the Indemnifier (if more than one) bind them jointly and each of them severally and VAS may at any time and from time to time proceed against any or all of them at its complete and absolute discretion.
5. The Indemnifier's obligations are absolute and unconditional and the Indemnifier's liability under this indemnity will not be abrogated, prejudiced, affected or considered as wholly or partially discharged unless agreed to expressly in writing by VAS.
6. The Indemnifier will pay to VAS, on demand, interest on each amount payable from the date each amount becomes payable, until payment is made to VAS, such interest to be calculated at 10% per annum.
7. This deed shall be governed and construed in accordance with the law for the time being in force in Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts thereof.
8. In the event of liquidation of the Purchaser, the Indemnifier agrees to indemnify VAS for any losses suffered by it as a result of it being obliged to repay any monies received by it from the Purchaser as a result of liquidation.
9. Any demand to be given under this indemnity shall be deemed duly given if mailed to the address of the Indemnifier as set out above either by ordinary pre-paid mail or by post or by actual delivery to that address or actual delivery to that person, wherever such delivery may take place.
10. In this deed, words denoting the singular number include the plural number, and vice versa.
11. In order to provide security for this indemnity, the Purchaser and the Indemnifier hereby immediately charge VAS with a caveatable interest in any real property which the Purchaser or the Indemnifier might own (or partly own) from time to time.
12. Should the Purchaser fail to pay any or all of the payments referred to in clause 1, then the Purchaser and the Indemnifier agree that they shall immediately and forthwith owe the payments outstanding to VAS as a debt due and payable, and the Purchaser and the Indemnifier consent to a Court of competent jurisdiction making an order against them for such sum in favour of VAS without set-off or counterclaim.
13. If any term, clause, sentence or provision of this agreement is found to be void or unenforceable, then it shall be considered severed from the remainder of this agreement and the said remainder shall continue to bind the parties.

Dated: .....

Signed for and on behalf of )
VIC AIR SUPPLIES PTY LTD ) .....
(ACN 071 175 730) )

Signed for and )
on behalf of (1) ) .....

Signed for and on behalf of )
the Purchaser ) .....

Signed for and )
on behalf of (2) ) .....