

**ATLAS COPCO AUSTRALIA PTY LTD
APPLICATION FOR COMMERCIAL CREDIT TRADING ACCOUNT**

This application applies to all goods and services supplied by all Business Areas of Atlas Copco
All Sections of this Application must be completed signed and returned to the Division of Atlas Copco
Any amendments to the terms of this or any other related document which are proposed by the Applicant shall be null and void unless mutually agreed by Atlas Copco in writing.
By completing and submitting this Application, the Applicant(s) agree(s) and acknowledge(s) that the Atlas Copco Standard Terms of Supply (see Section 3, below) address important matters including exclusions and limitations on our liability, terms on when risk in the supplies pass to the Applicant and amounts that the Applicant may need to pay if a Contract is cancelled. Please ensure that you review and understand the terms including the liability, delivery and cancellation provisions before placing your order and, if appropriate, seek competent independent advice.

SECTION 1A. Business details*(Mandatory)

<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Company	<input type="checkbox"/>	Trading trust	<input type="checkbox"/>	International
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Company or Business name:

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Trading name

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ACN		ABN		Registered For GST	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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ACN of trustee*		Name of trustee*	
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ABN of trust*		Name of trust*	
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***mandatory to complete section 2**

Street Address

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	State	Postcode
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Contact Name		Position	
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Contact No		Email address	
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Postal address of business (Invoice address)

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	State	Postcode
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Contact Name		Position	
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Contact No		Email address	
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Payer address of business (Account Payable address)

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	State	Postcode
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Contact Name		Position	
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Contact No		Email address	
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Bank Name		BSB		Bank Account No	
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*Bank details is for refund purposes, please keep us informed if there's changes

Type of business

Nature of business or main income-producing activity **Industry NAICS Code**

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Date commenced	/ /	Number of employees	
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Atlas Copco Australia Pty Limited

ABN 85 620 125 153

Compressors
Ph: 1800 023 469
3 Bessemer Street
Blacktown NSW 2148

Power Technique Australia
Ph: 1300 667 044
Building G, 22 Powers Road
Seven Hills NSW 2147

Tools
Ph: 1800 801 489
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Rental
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1B. Details of Sole trader, Partner, Director or trustees* (mandatory)					
	Name	Address	Driver's License No	DOB	Phone No
1					
2					
3					

1C. Trade / business Reference (3 major suppliers)				
	Name	Position	Email address	Phone No
1				
2				
3				

For applicant trading as Sole Trader, Partnership or Trust you are required to fill in SECTION 2 and 3 to complete your application.

SECTION 2. Guarantee and Indemnity Deed Poll (Applicable for Sole Trader, Partnership, Director or Trust)

DATE OF DEED POLL: _____

1 Definitions

Atlas Copco means Atlas Copco Australia Pty Limited, ABN 85 620 125 153.

Debtor means the Applicant as names in Section 1 of this Application.

Guaranteed Money's means all money that the Debtor is liable to pay to Atlas Copco at or after the date of this Deed Poll on any account and in any way whatever, and whether:

- a) the Debtor is liable alone or together with another person; or
- b) the Debtor is liable as principal debtor, surety, partner, trustee, beneficiary or otherwise; or
- c) the relevant liability is:
 - i. actual or contingent, ascertained or unascertained, fixed or fluctuating;
 - ii. in respect of principal, interest, purchase obligations, fees or damages; or
 - iii. is of any other character.

Guarantor means the person or persons named in part 1B of Section 1 of this Application who have signed this Deed Poll.

Insolvency of a person (which, for the purposes of this Deed Poll, includes bodies corporate, joint ventures, partnerships, trusts, associations, unincorporated bodies) means any form of insolvency and is taken to include (without limitation):

- a) Winding Up; and
- b) the appointment of an administrator, receiver, receiver and manager, trustee, provisional liquidator, liquidator, or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity; and
- c) any composition, compromise, arrangement, merger, amalgamation, reconstruction, administration, assignment for the benefit of creditors or insolvency of,

by, or adversely affecting the person and any procedure which is equivalent or analogous in any jurisdiction; and

- d) death or permanent incapacity.

Winding Up includes (without limitation):

- a) dissolution, liquidation, provisional liquidation and bankruptcy; and
- b) any analogous or equivalent procedure in any jurisdiction.

2 Guarantee and Indemnity

2.1 Each Guarantor unconditionally and irrevocably:

- a) jointly and severally guarantees to Atlas Copco that the Debtor will pay the Guaranteed Monies to Atlas Copco on time; and
- b) jointly and severally indemnifies Atlas Copco on demand against all losses, damages, costs and expenses which Atlas Copco suffers because:
 - i. the Debtor does not pay the Guaranteed Monies on time; or
 - ii. of the Insolvency of the Debtor or a Guarantor; or
 - iii. Guaranteed Monies (or money which would be Guaranteed Monies if it were recoverable) is not recoverable from, or a liability to pay Guaranteed Monies is not enforceable against, a Debtor or a Guarantor for any reason, whether or not Atlas Copco knew or ought to have known anything about it.

2.2 Each Guarantor must immediately pay on written demand (which may be delivered by facsimile or prepaid post to the last address of the Guarantor known to Atlas Copco):

- a) the Guaranteed Monies; and
- b) the amount of any loss, damage, cost and expense referred to in clause 2.1(b),
- c) whether or not Atlas Copco has made a demand on the Debtor or the Guaranteed Monies is immediately payable by the Debtor.

ATLAS COPCO AUSTRALIA PTY LTD APPLICATION FOR COMMERCIAL CREDIT TRADING ACCOUNT

- 2.3 Each Guarantor waives any right which it may have to require Atlas Copco to proceed against or enforce any other right, power, remedy or security against or to claim payment from the Debtor, any other Guarantor or any other person before claiming from that Guarantor under this Deed Poll.
- 2.4 This Guarantee and Indemnity applies to the present and future balance of the Guaranteed Monies, is a continuing guarantee and indemnity and is not discharged or partially discharged by the payment of any of the Guaranteed Monies, the settlement of any account or anything else. This Guarantee and Indemnity is irrevocable and continues until Atlas Copco unconditionally releases it in writing.
- 2.5 The liability of each Guarantor is not adversely affected by anything which would otherwise reduce or discharge the liability of the Guarantor, including (without limitation):
- Atlas Copco granting time or any other indulgence or concession to the Debtor or any other person; or
 - Atlas Copco increasing the amount, or otherwise varying the type or terms, of financial accommodation provided to the Debtor; or
 - Any transaction or agreement, or variation, novation or assignment of a transaction or agreement, between Atlas Copco and a Debtor or any other person; or
 - The Insolvency of any person, or Atlas Copco becoming a party to or bound by any Insolvency; or
 - An obligation of a Guarantor or Debtor being void, voidable, unenforceable, defective, released, waived, impaired, transferred, enforced or impossible or illegal to perform; or
 - Any judgment or order against the Debtor, a Guarantor or any other person; or
 - The Guaranteed Monies not being recoverable or the liability of the Debtor or any other person to Atlas Copco ceasing, including as a result of a release or discharge by Atlas Copco or by law; or
 - Atlas Copco exercising or not exercising its rights under any agreement or at law against the Debtor or any other person; or
 - Any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to a Guarantor) by Atlas Copco or any other person; or
 - Any change to, or in the membership of, any partnership, joint venture or association.
- 2.6 This Guarantee and Indemnity is a principal and independent obligation of each Guarantor and is not ancillary or collateral to any other obligation.
- 2.7 Until Atlas Copco has received all the Guaranteed Monies and is satisfied that it will not have to repay any money received by it in connection with the Guaranteed Monies, each Guarantor must not (either directly or indirectly):
- claim, exercise or attempt to exercise a right of set-off or counterclaim against Atlas Copco (whether the right is the Guarantor's or any other person's) or any other right which might have the effect of reducing the Guaranteed Monies; or
 - claim or exercise a right of subrogation or a right of contribution; or
 - unless Atlas Copco has given a written direction to do so:
 - prove, claim or exercise voting rights in the Insolvency of the Debtor; or
 - otherwise claim or receive the benefit of a distribution, dividend or payment arising out of the Insolvency of a Debtor; or
 - Demand, or accept payment of, any money owed to the Guarantor by the Debtor.
- 2.8 If any payment or other transaction relating to the Guaranteed Monies is void, voidable, unenforceable or defective or is claimed to be so (each an "**Avoidance of Payment**") and that claim is upheld or settled then:
- the liability of each Guarantor under this Deed Poll will be what it would have been but for the Avoidance of Payment; and
 - each Guarantor must immediately execute all documents and do all other things necessary or required by Atlas Copco to restore Atlas Copco to the position it was in immediately before the Avoidance of Payment, even if Atlas Copco knew or ought to have known that the payment or transaction was void, voidable, unenforceable or defective.
- ### 3 General
- 3.1 Atlas Copco may assign its rights under this Deed Poll without the consent of any Guarantor. If it does so, the Guaranteed Monies will include all liabilities of each Guarantor to the assignee which are within the scope of the definition whether or not the liabilities arose or were contemplated before the date of the assignment. Atlas Copco may disclose to a potential assignee any confidential information provided to Atlas Copco by a Guarantor.
- 3.2 This Deed Poll is valid and fully enforceable against any executing party despite:
- any failure to execute by any other person intended to be, or contemplated as, a party to this Deed Poll; or
 - any defect in the manner of execution of this Deed Poll by any party; or
 - this Deed Poll being unenforceable for any other reason against any party or against any person intended to be, or contemplated as, a party to this Deed Poll.
- 3.3 Each Guarantor must immediately notify Atlas Copco of any change in its address.
- 3.4 Atlas Copco need not incur an expense or make a payment before enforcing an indemnity or reimbursement obligation in this Deed Poll.
- 3.5 Each guarantor must return an original executed version of this Deed Poll to Atlas Copco. However, Atlas Copco may, in its absolute discretion, rely upon a copy of this Deed Poll, executed by each Guarantor and provided electronically (including by facsimile or email), as an original executed version of this Deed Poll.
- 3.6 Each Guarantor represents and warrants that they have read and understand, and agree to, all of the provisions of this Deed Poll and that they have had the opportunity to seek legal advice on it.
- 3.7 This Deed Poll is governed by the laws of New South Wales, Australia.



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**Signed sealed and delivered, as a Deed Poll, under hand
by:**

(insert full name of guarantor)
in the presence of:

Signature of Individual

Signature of Witness

Name of Witness

**Signed sealed and delivered, as a Deed Poll, under hand
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Signature of Individual

Signature of Witness

Name of Witness

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SECTION 3. Acknowledgements, Consents and Acceptance of Application Terms

A. NOT AN OFFER TO PROVIDE CREDIT

The provision of this application to the Applicant, completion of the application by the Applicant and/or receipt of the application by Atlas Copco is not an offer to provide credit or credit facilities and the Applicant agrees and acknowledges that any credit limit offered, if any, will be subject to change, at Atlas Copco's sole and absolute discretion. Atlas Copco may (in its absolute discretion) reject this application.

B. PRIVACY CONSENT

The Applicant consents to Atlas Copco obtaining, and using, information about the Applicant (including the information set out in Section 1 of this application and any other information provided by the Applicant or by a third party concerning the Applicant) to decide whether to provide (or continue to provide) goods and/or services to the Applicant on account. Atlas Copco will handle the personal information and credit information of the Applicant as set out in the Atlas Copco Australia Group Privacy Policy. The Applicant acknowledges that the Applicant has read and understood the Atlas Copco Australia Group Privacy Policy. - <https://www.atlascopco.com/en-au/privacy-policy>

The Applicant also consents and acknowledges that Atlas Copco will disclose information to Dun & Bradstreet, a credit reporting body and will collect, hold and use information relating to your commercial and consumer creditworthiness from Dun & Bradstreet, a credit reporting body, for all purposes permitted by law.

C. TERMS AND CONDITIONS

The Applicant acknowledges and agrees that all products and services will be provided solely on the terms and conditions for the applicable Atlas Copco division available on the Atlas Copco website <https://www.atlascopco.com/en-au/terms-and-conditions-of-sale> and on request from Atlas Copco.

To avoid doubt, no other terms or conditions will apply (including any set out in (or any referred to in) any of the Applicant's documents and are hereby expressly rejected – including any set out in, or referred to in, purchase orders terms and conditions).

Acceptance

Print Name and Position	Signature**	Date

****the signatory(s) warrant(s) that they are authorised to make this application on behalf of the Applicant.**

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