



**Head Office / Accounts**

ABN 53 087 687 018  
 P.O. BOX 6918  
 Wetherill Park DC NSW 1851

email [accounts@hsa.com.au](mailto:accounts@hsa.com.au)  
 tel 02 9725 1100

**Melbourne Branch**

add 5/640-680 Geelong Rd  
 Brooklyn Vic 3012

tel 03 9314 1620  
 fax 03 9314 1668

email [vicsales@hsa.com.au](mailto:vicsales@hsa.com.au)

**Sydney Branch**

add 10/ 504-508 Victoria Street  
 Wetherill Park NSW 2164

tel 02 9725 1100  
 fax 02 9725 1900

email [sales@hsa.com.au](mailto:sales@hsa.com.au)

**Newcastle Branch**

add 1/10 Enterprise Drive  
 Beresfield NSW 2322

tel 02 4028 6650  
 fax 02 4028 6612

email [ntlsales@hsa.com.au](mailto:ntlsales@hsa.com.au)

**Brisbane Branch**

add 9/27 Selhurst St  
 Coopers Plains QLD 4108

tel 07 3188 1590  
 fax 07 3345 8513

email [gldsales@hsa.com.au](mailto:gldsales@hsa.com.au)

### 30 Day Credit Application

Name ("the Applicant") ..... ACN .....

Business Name ..... ABN .....

Postal Address ..... Bus. Phone .....

Delivery Address ..... Bus. Fax .....

Accounts Payable Contact ..... Accounts Phone .....

Email Address ..... Accounts Fax .....

Are you a;      Sole Trader       Partnership       Company       Trust Company

Name of Owners (in the case of a Sole trader and Partnership) or Name of Directors (in the case of a Company)

Full Name ..... Home Phone .....

Home Address .....

Full Name ..... Home Phone .....

Home Address .....

Credit References;

1. Name ..... Phone No. ....

Address .....

2. Name ..... Phone No. ....

Address .....

3. Name ..... Phone No. ....

Address .....

1. The applicant applies to each member of the Hydraulic Seals Group ("the Supplier") for the credit account.
2. Should this application be accepted by members of the Hydraulic Seals Group the Applicant agrees the credit account and all agreements between the particular member of the Hydraulic seals Group and the Applicant shall be subjected to the terms of this application and to the Hydraulic Seals Group's Terms and Conditions of Trade as amended from time to time. A Copy of the Terms and Conditions of Trade is available from members of the Hydraulic Seals Group.
3. The applicant acknowledges receiving and reading copy of the Hydraulic Seals Group's Terms and Conditions of Trade.
4. The Applicant shall notify the members of the Hydraulic Seals Group of any change in the constitution or structure of the applicant or the sale of the business operated by the applicant and agrees that it shall continue to be liable to the members of the Hydraulic Seals Group Supplier for any sums outstanding on the account opened on behalf of the applicant unit;
  - a. written notice is received from the applicant that it has changed its constitution or structure or ahs sold its business,  
and
  - b. the account has been closed and full payment has been received by the members of the Hydraulic Seal Group.

DATED this ..... day of ..... 20.....

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT: .....

PRINT NAME OF AUTHORISED OFFICER: .....

**PRIVACY PROTECTION INFORMATION**

Acknowledgement and Consent

To: Hydraulic Seals Australia Pty Ltd ABN 53 087 687 018  
and any related Bodies Corporate as defined by the Corporation Act 2001 jointly ("the Supplier")

**Notice and Acknowledgement that Credit Information May be Given to a Credit Reporting Agency**

I/We understand that Section 18E(c) of the Privacy Act allows you to give credit reporting agency certain personal information about me/us which I/we authorise you to do. The information which may be given is covered by Section 18E (1) of the Act.

**Authority to Obtain Credit Information**

I/We authorise you to obtain from the credit reporting agency;

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect to commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

**Authority to Exchange Information with Other Credit Providers**

I/We authorise you to give to and obtain from;

- credit providers named in my/our credit application;
- any agent of yours that is deemed to be a credit provider pursuant of Section 11B(5) of the Act: and
- any credit provider that may be named in a personal of commercial credit report issued by a credit reporting agency of a commercial reporting agency respectively.
- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following;
  - o to assess an application by me/us for personal commercial credit;
  - o to assist me/us avoid defaulting on my/our credit obligations;
  - o to notify other credit providers of a default by me/us;
  - o to asses my/our credit worthiness; and
  - o to assess my/our position if I/we fall in arrears.

I/We acknowledge that at the time that I/we provide to the Supplier any personal information, I/we have been made aware of the identity of the Supplier and how it can be contacted, the fact that I/we can gain access to the personal information, the purposes for which the information is collected, the organisation to which the Supplier usually discloses information of that kind, and the main consequences if all or part of that information is not provided in accordance with cause 1.3 of the National Privacy Principles.

I/We consent to the use or disclosure of any personal information provided to or collected by or accumulated by the Supplier for any purpose whether it is related to the primary purpose of collection of the information or not and including disclosure of the personal information to your parent company which may be located overseas.

I/We agree that if any personal information provided to the Supplier is inaccurate, incomplete or not up to date, or that such personal information becomes inaccurate, incomplete or not up to date at a later time, I/we shall inform the supplier of the changes that need be made to that information.

Name and Address of individual/s  
giving his/her consent.....

Signature of individual/s  
giving his/her consent.....



**GUARANTEE**

To: Hydraulic Seals Australia Pty Ltd ABN 53 087 687 018  
and any related Bodies Corporate as defined by the Corporation Act 2001 jointly (hereinafter called "the Supplier").  
In consideration of the Supplier agreement to supply and/or continue to supply to [insert Account Name]

.....  
(here in after called "the applicant")

with goods and/or services from time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY** agree with as follows;

1. To be answerable to the Supplier for the due payment by the applicant of all monies now or from time to time hereafter owing to the Supplier on any account or any manner whatsoever by the applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the Supplier in enforcing payment by the applicant of any such monies.
2. This Guarantee shall constitute a continuing guarantee to the Supplier for all monies which are now or may from time to time be owing or remain unpaid.
3. This Guarantee shall not be avoided, released or affected by the Supplier making any variation or alteration in the terms of any agreement made with or to be made with the applicant.
4. The Supplier may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by the Supplier.
5. Any payment made to the Supplier and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to the Supplier or the Suppliers duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.
7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. This Guarantee and the construction and interpretation of it shall be governed by the laws of the state of New South Wales in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Court of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. To charge with payment of any indebtedness due herein to the Supplier all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by the Supplier, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat as required, and against the event that I/we fail to do so within a reasonable time of being so requested, I/we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by the Supplier to be my/our true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the Supplier may lodge a caveat noting the interest given by this charge on the title of any property of mine/ours whenever it so wishes
10. Service of any notice, demands, proceeding, summonses, suits or actions (Collectively called "process") upon any guarantor herein may be affected by the Supplier or its solicitors sending such process by prepaid post to the guarantor's address as disclosed herein or to the last disclosed address of the guarantor in any company search or business name search. Service shall be deemed to have been effected two business days after the posting of the process.

**DATED THIS .....day of .....20.....**

Signature of Guarantor .....

Signature or Guarantor .....

Full Name .....

Full Name .....

Address.....

Address.....

Signature of Witness .....

Signature of Witness .....

Full Name .....

Full Name .....

Address .....

Address.....