

CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

Section 4 – All Applicants Complete this Section.

Enter Trade References - Major Suppliers.

NAME	PHONE NO.	FAX NO
1.		
2.		
3.		

Enter Details of Assets and Liabilities.

ASSETS		LIABILITIES	
DESCRIPTION	\$ VALUE	DESCRIPTION	\$ AMOUNT
1.		1.	
2.		2.	
3.		3.	
TOTAL		TOTAL	

CREDIT ACCOUNT TERMS AND CONDITIONS

The terms and conditions set out in this form and in the Supplier's Standard Conditions of Sale will apply to all sales of Goods and credit extended by Concrete Pty Ltd (CONCRITE) and any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns, and your signed application will be evidence of your agreement to that effect.

- "Associate" has the same meaning in these terms and conditions as it has in Part 1.2, Division 2 of the Corporations Act 2001 and "associated" has a cognate meaning.
- "Goods" includes services.
- "Supplier" means Concrete Pty Ltd or any of its related bodies corporate (as defined by the Corporations Act 2001) or present and future assigns or successors in title from whom Goods are purchased.
- "Customer" means the party making this application for credit.
- "Property" means all property owned by the Customer now or in the future, solely or jointly.

1. TERMS OF ACCOUNT

- Payment of your account must be made by the due date, which will be advised to you if your application is successful.
- The customer must advise the Supplier in writing of any changes in its business structure shown in this application within two (2) business days of such change occurring. The person or entity in the Supplier's records as the Customer remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.
- If: 1. you fail to observe:
 - either of the above terms in particular; or
 - any of the other Credit Account Terms and Conditions; or
 - any of the Supplier's Standard Conditions of Sale; or
 - you have made a misrepresentation to the Supplier; or
 - given information which is untrue; or
 - in Concrete's absolute discretion it chooses to do so;credit facilities may be withdrawn and all charges made to your account will become due and payable immediately.
- For the purpose of the Building and Construction Industry Security of Payment Act 1999:
 - section 14(4)(b)(i), the time for a Customer to serve a payment schedule is within 5 business days after the payment claim is served; and
 - section 31(1)(e), service by the Supplier of any notice under the Act will be treated as having been effected when sent to the addresses shown in Section 2 of this Application:
 - for the postal or business street address, by pre-paid post;
 - for the fax number, by facsimile transmission; or
 - for the email address, by email.and for the purpose of s13(1) of the Electronic Transactions Act 2000 the Customer agrees that in the case of facsimile or email transmission, production by the Supplier of a copy of a facsimile transmission or email message bearing the time and date of dispatch shall be conclusive evidence that the facsimile transmission or email message was sent on that date and time shown.

2. OVERDUE ACCOUNTS

- Any amount not paid by the due date bears interest from the date of delivery until payment at the interest rate prescribed by section 101 of the Civil Procedure Act 2005 plus one-eighth of that rate, compounded on a daily basis. All payments received by the Supplier from the Customer must be credited first against any interest due under this clause. The Supplier may, in its absolute discretion, waive its entitlement to interest.
- The Customer agrees to indemnify the Supplier all of its legal costs and expenses, stamp duty where applicable, and any other expenses incurred by the Supplier in connection with recovery of, or securing, overdue amounts.
- The Customer agrees to charge all their equitable interest in freehold or leasehold property. The Customer agrees to deliver to the Supplier within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 101 of the Civil Procedure Act 2005 plus one-eighth of that rate, compounded on a daily basis and incorporating the covenants in Memorandum Q860000, registered at the office of the Registrar General in Sydney. The Customer consents to the Supplier registering a caveat against the title to any real property owned by the Customer. The Customer irrevocably authorises any credit manager or solicitor nominated by the Supplier to be the Customer's true and lawful attorney to execute and register such mortgage and caveat and all other documents facilitative of registration.

3. TERMS AND CONDITIONS

I/We acknowledge receipt of a copy of the Concrete Standard Conditions of Sale at the time of completion of this Credit Application Form. In the event of any conflict between the terms of the Concrete Standard Conditions of Sale at the time of the completion of this Credit Application Form and those published from time to time on the Concrete Website, the terms published on the Concrete website at the time of delivery shall prevail.

4. TITLE TO GOODS

- The Customer may resell the Goods, or use them in construction, but only as a fiduciary agent and bailee of the Supplier and subject to the condition in sub-clause (b). Any right to bind the Supplier to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms. Any delivery by the Supplier to an address other than the Customer's premises will be as agent for the Customer. If the Customer is in default of any of the provisions of these Credit Account Terms and Conditions or the Standard Conditions of Sale the Supplier has the right to enter the Customer's premises (or the premises of any other entity or agent which is an associate of the Customer) to retake possession of the goods, without liability for trespass or damage.

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CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

b. The Customer will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such Goods, including their use in construction, in trust for the Supplier and will keep such proceeds in a separate account until the liability to the Supplier for the Goods shall have been discharged. The Customer must account to the Supplier for such proceeds.

5. PRIVACY DISCLOSURE AND CONSENT

- a. Where the Applicant is an individual I consent to and authorise the Supplier:
1. To obtain information about my consumer or commercial credit worthiness from my bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee and to disclose personal information to a credit reporting agency.
 2. To use, disclose to or exchange with other credit providers, third party providers, solicitors, mercantile agents, insolvency administrators, insurers, insurance brokers, persons involved in the issuing or collection of trade bills or the factoring of trade debt, information about any personal or commercial credit arrangements in order to identify the Customer or guarantor, assess the application for credit (including whether to accept as Guarantor any person signing), manage and administer customer accounts including monitor credit worthiness or withdrawing credit facilities, issuing trade bills, insuring risk and collect overdue accounts.
 3. To collect and record sensitive personal information about health provided by any person for any one or more of above purposes.
 4. To the extent permitted by law to disclose the contents of a credit report by a credit reporting agency to the Supplier's Solicitors or mercantile agents.
- b. The supplier is bound by and complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals. If you or a Guarantor do not provide personal information requested in this document, the Supplier may be unable to process the application.

6. CASH FLOW

I/We declare that to the best of my/our knowledge the Applicant will have adequate cash flow to meet its /their obligations to you.

APPLICANT SIGNATURE/S

Application is hereby made for a credit account. I agree to be bound by the above terms, and consent to the terms under the *Privacy Act 1988*, as detailed in Clause 5 of the terms and conditions above. I acknowledge that the Supplier might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I agree that the above terms will apply to the purchase of those Goods.

ALL DIRECTORS, SOLE TRADERS AND
BUSINESS PARTNERS SIGN BELOW

INDEPENDENT WITNESSES SIGN BELOW
(Not Spouses or Family Members)

<p>(1) SIGNED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Signatory <input type="text"/></p>	<p>(1) WITNESSED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Witness <input type="text"/></p> <p>Date <input type="text"/></p>
<p>(2) SIGNED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Signatory <input type="text"/></p>	<p>(2) WITNESSED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Witness <input type="text"/></p> <p>Date <input type="text"/></p>
<p>(3) SIGNED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Signatory <input type="text"/></p>	<p>(3) WITNESSED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Witness <input type="text"/></p> <p>Date <input type="text"/></p>
<p>(4) SIGNED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Signatory <input type="text"/></p>	<p>(4) WITNESSED BY</p> <p>Signature <input type="text"/></p> <p>Print Name of Witness <input type="text"/></p> <p>Date <input type="text"/></p>

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CONFIDENTIAL PERSONAL GUARANTEE AND INDEMNITY AGREEMENT



Important Note

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement (“Guarantee”)** must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

To: Concrete Pty Ltd (“Concrete”) here known as the “Supplier”.
I the undersigned (“here known as the Guarantor”) have requested the Supplier to

supply..... trading as..... (the Customer)
Business or Company Name *Trading Name and /or Trust Name*

of.....
Address of Business or Company

with Goods on credit. Should the Supplier elect to do so then:

1. I will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which it has incurred or incurs in the future:
 - a. as a result of the Customer’s breach of any of the Credit Account Terms and Conditions or Standard Conditions of Sale; or
 - b. otherwise arising out of the business relationship between the Customer and the Supplier; or
 - c. arising under this Guarantee.
2. Both my Indemnity and my Guarantee are continuing security and their enforceability will not be affected (whether or not I have notice of the following matters):
 - a. If the Supplier;
 - i. Grants an extension of time or other indulgence to the Customer;
 - ii. Refuses further credit to the Customer;
 - iii. Varies the terms of the Customer’s account, or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity);
 - b. By the release of any of the Guarantors or if this Guarantee is unenforceable against any one or more of the Guarantors.
 - c. If it is not dated or the signature of the guarantor is not witnessed; and
 - d. By the failure by any other person (including any anticipated co-surety) to execute this document or any other document.
3. I agree to pay the Money Owed immediately upon written demand being made on me by you, including any demand made by your solicitor. I agree that a certificate by you or by any company secretary, financial controller, credit manager or other officer authorised by you shall be conclusive evidence of the amount of the Money Owed by the Customer, me or any other guarantor at the date of the certificate.
4. This agreement remains binding upon me if the Money Owed is extinguished or reduced by operation of law as between you and the Customer and notwithstanding the liquidation, bankruptcy or other administration in insolvency, dissolution, death or other change in status, nature or constitution of the Customer.
5. Where the Customer is subject to any administration in insolvency I agree that:
 - a. any payment made to you and later avoided for any reason, including but not limited to, as an unfair preference, shall not discharge my liability.
 - b. in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.
 - c. where I have received the right to prove in the insolvency administration, I shall do so and hold any dividends received on that proof in trust for you.
6. Where the Customer has given to me any security, I shall hold that security as trustee for your benefit.
7. I agree that each application for credit made by the Customer to any related body corporate of the Supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to that related body corporate.
8. This Guarantee extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier.
9. This Guarantee may be withdrawn by the Guarantor, only at the expiry of fourteen (14) days from the day on which written notice of withdrawal is actually received at the Supplier’s registered office by Concrete’s credit manager, but will continue in force in respect of all debt incurred up to the date of withdrawal.
10. I consent to and authorise the Supplier;
 - a. To obtain information about my consumer or commercial credit worthiness from my bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee and to disclose personal information to a credit reporting agency.
 - b. To use, disclose to or exchange with other credit providers, third party providers, solicitors, mercantile agents, insolvency administrators, insurers, insurance brokers, persons involved in the issuing or collection of trade bills or the factoring of trade debt, information about my personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness or withdrawing credit facilities, issuing trade bills, insuring risk and collect overdue accounts.
 - c. To collect and record sensitive personal information about health provided by any person for any one or more of above purposes.
 - d. To the extent permitted by law to disclose the contents of a credit report by a credit reporting agency to the Supplier’s solicitors or mercantile agents.
11. In this Guarantee:
 - a. “Goods” includes services.
 - b. “Guarantee” means this Personal Guarantee and Indemnity Agreement.
 - c. “Money Owed” means all the money owed by the Customer to you, now or in the future, alone or together with any other person, and for any reason, including any one or more of the following:
 - i. Money owed by the Customer to you for Goods supplied;
 - ii. Any costs or losses you incur, including any costs or losses you incur if you exercise your rights (including your rights on default) under this Guarantee;
 - iii. Any costs you incur in recovering Money Owed by the Customer or under this Guarantee; and
 - iv. Any amount for which I must indemnify you.
 - d. “Property” means all property owned by me now or in the future, solely or jointly.
 - e. “Related body corporate” has the same meaning as that given to that expression in the Corporations Act 2001.
 - f. “Supplier” means Concrete Pty Ltd and each related body corporate or its present and future assigns or successors in title from whom Goods are purchased.
 - g. Singular words include the plural and vice versa.
 - h. Where there is more than one Guarantor, they will be bound jointly and severally.
12. **CREATION OF CHARGE**
 - a. I agree to charge all my equitable interest in freehold or leasehold property. I agree to deliver to the Supplier within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier which includes a covenant providing that interest may be charged on all Money Owed at rates set from time to time by Section 101 of the Civil Procedure Act 2005 plus one-eighth of that rate, compounded on a daily basis and incorporating the covenants in Memorandum Q860000, registered at the office of the Registrar General in Sydney. I consent to the Supplier registering a caveat against the title to any real property owned by me. I irrevocably authorise any credit manager or solicitor nominated by the Supplier to be my true and lawful attorney to execute and register such mortgage and caveat and all other documents facilitative of registration.
 - b. If the charge created by this clause is or becomes void or unenforceable, it may be severed from this agreement without any effect on its validity; and I will not be exonerated in whole or part. Nor will the Supplier’s rights, remedies or recourse against me or any other Guarantor in any way be prejudice or adversely affected by such a severance.

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CONFIDENTIAL PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (continued)

CERTIFICATE OF GUARANTEE

EXECUTED AS A DEED

Agreement to Terms of the Personal Guarantee and Indemnity

By signing below as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the Privacy Act 1988, as detailed in Clause 5 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

Signing the Personal Guarantee and Indemnity - All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole Traders, Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).
Spouses of all Directors, Sole Traders and Business Partners are requested to also sign below as Guarantors in the presence of Independent Witnesses.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor
in the presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Residential Address of Witness

.....
Date

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor
in the presence of:

.....
Signature of Witness

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Print Name of Witness

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Print Residential Address of Witness

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Date

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in the presence of:

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Print Name of Witness

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Print Residential Address of Witness

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Date

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor
in the presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Residential Address of Witness

.....
Date

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PROPERTIES OWNED BY GUARANTORS

Guarantors Name:			
Address	Description Land-Home etc	Estimated Value	Mortgage Value

Guarantors Name:			
Address	Description Land-Home etc	Estimated Value	Mortgage Value

Guarantors Name:			
Address	Description Land-Home etc	Estimated Value	Mortgage Value

Guarantors Name:			
Address	Description Land-Home etc	Estimated Value	Mortgage Value

PLEASE MAIL TO PO BOX 523, SUTHERLAND 1499
Phone (02) 9545 6111 Fax (02) 9545 6444

Office Use Only

Our Manager initiating application

Manager Advised

APPROVED/DECLINED Date

Customer Type Credit Limit Account Code

Account Name

Salesman allocated to Applicant Approved by Date

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