



APPLICATION FOR COMMERCIAL CREDIT

HUNTER VALLEY CONCRETE PTY LTD ABN 17 620 908 161	Office address: 8440 New England Highway, Muswellbrook, NSW 2333	Mailing address: PO Box 861 Muswellbrook, NSW 2333	Tel: 0437 869 867 Email: operations@hunintervalleyconcrete.com.au
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IMPORTANT WARNING

**DO NOT COMPLETE THIS APPLICATION IF YOU HAVE ANY QUESTIONS ABOUT WHAT YOU ARE SIGNING.
THIS IS AN IMPORTANT LEGAL DOCUMENT AND IF YOU DO NOT UNDERSTAND IT YOUR SHOULD SEEK INDEPENDENT LEGAL ADVICE.**

To complete this application –

1. Please read the attached Hunter Valley Concrete General Terms and Conditions for Supply of Goods and Services which apply to the sale of all products and the provisions of all services by Hunter Valley Concrete. Forms of quotations, invoices, statements and delivery dockets will have endorsed on them from time to time conditions on the back and front of such documents which are to be the terms and conditions applicable to each sale or provision of service by Hunter Valley Concrete and in the event of any inconsistency between the attached General Terms and Conditions of Sale and the terms and conditions on the front and back of any such document, the terms and conditions on the back and front of the document will prevail to the fullest extent permissible by law.
2. **Complete all sections of this Application.** If you have any queries with regard to the information requested, please contact your Hunter Valley Concrete representative on the above phone number.
3. In addition to **full signatories** where stipulated, please **initial each page** of this Application.
4. If the Applicant is a Company, the **Personal Guarantee and Indemnity Agreement** form must be completed by all directors of the Company. Guarantors must not witness each other's signature and witnesses should be aged 18 years or older.
5. When completed and signed, please send back to us via:
Email at operations@hunintervalleyconcrete.com.au; or
Post to Hunter Valley Concrete Pty Ltd, PO Box 861, Muswellbrook, NSW 2333; or
Hand your form to your Hunter Valley Concrete Representative (faxed copies are not accepted).
Please retain a copy of the Application for your records.
6. Your Application will be assessed, and your Hunter Valley Concrete representative will advise you of the result of your Application.
7. The granting of credit, including any conditions imposed on the provision of credit, is at the absolute discretion of Hunter Valley Concrete and will not be of any effect unless confirmed in writing by Hunter Valley Concrete.



APPLICATION FOR COMMERCIAL CREDIT

This application for Commercial Credit is made to Hunter Valley Concrete Pty Ltd (ABN 17 620 908 161).

PART A – DETAILS OF APPLICANT

Date of this application: _____

LEGAL STRUCTURE (TICK AS APPROPRIATE)			
Company (Pty Ltd)	Company Ltd	Inc Body	Sole Trader
Trustee	Partnership	Registered Business	Other (e.g. Govt)

NAME (COMPANY/TRUST/PARTNERSHIP/SOLE TRADER)	ACN
TRADING/REGISTERED BUSINESS NAME	ABN

Type of Business	No of Staff Employed	Date Business Commenced:
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Postal Address (for mailing of accounts)

Business address: Ownership of Business Address (tick) Rented Owned If owned, Year of Purchase _____

Registered Office:

Tel (Business)	Mobile	Email
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Bank Name: _____	BSB _____ Account Number _____	Do you wish to make payments by (tick) <input type="checkbox"/> EFT <input type="checkbox"/> Visa/MC
Branch _____		

Accounts Payable Contact
 Name: _____ Tel: _____
 Email: _____

ASSETS/LIABILITIES (attach separate sheet if necessary)

Description of Asset	Value	Liability/Loans	Value

Applicants Initials



APPLICATION FOR COMMERCIAL CREDIT

TRADE REFERENCES (minimum three required) Major suppliers only

Name of Business (Referee)	Business Hours Contact Number	Email Address	Office Use only

PART B – CREDIT LIMIT REQUIRED

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Applicants Initials

**PART C – TERMS AND CONDITIONS OF APPLICATION FOR CREDIT APPLICATION** Page 1 of 2**INTERPRETATION**

These Terms and Conditions establish the terms regarding the extension of credit in connection with the supply of Goods by Hunter Valley Concrete to the Applicant and are legally binding on the parties. All Goods supplied by Hunter Valley Concrete to the Applicant are supplied pursuant to the attached **Terms and Conditions for the Supply of Goods and Services**. To the extent of any inconsistency between these Terms and Conditions and the **Terms and Conditions for the Supply of Goods and Services**, the latter shall prevail.

Any capitalised terms in this document have the meaning defined herein or in the attached **Terms and Conditions for the Supply of Goods and Services**.

APPLICANT OBLIGATIONS

The applicant acknowledges that:

1. It wishes to establish a credit facility with Hunter Valley Concrete.
2. It has received a copy of the **Terms and Conditions for the Supply of Goods and Services** and agrees to be bound by the terms and conditions of that document.
3. Hunter Valley Concrete relies on the accuracy and completeness of the information provided by the Applicant in its application for the purpose of establishing and maintaining a credit account with Hunter Valley Concrete.
4. In the case of an applicant:
 - a. Which is a company, all directors of the Applicant; or
 - b. Which is a partnership, all partners comprising the partnership;

Agree that the terms of clauses 5, 6, 7, 8 & 9 apply to each director and partner (as the case may be) of the Applicant.

PRIVACY ACT

5. The Applicant acknowledges pursuant to the Privacy Act Hunter Valley Concrete may give credit reporting agencies personal information about this credit application. The information which may be given to an agency is covered in the Privacy Act and includes:
 - a. Identity particulars as permitted by the Privacy Commissioner's determination; the fact that the Applicant has applied for credit and
 - b. The amount of credit applied for;
 - c. The fact that Hunter Valley Concrete is a current credit provider to the Applicant;
 - d. Details of payments which become more than 60 days overdue, and for which collection action has commenced;
 - e. Advice that payments are no longer overdue;
 - f. In specified circumstances, advice that, in the opinion of Hunter Valley Concrete, the Applicant has committed a serious credit infringement; and
 - g. Advice that credit provided to the Applicant by Hunter Valley Concrete has been paid or otherwise discharged.
6. The Applicant acknowledges and agrees that if Hunter Valley Concrete considers it relevant to assessing its application for commercial credit, Hunter Valley Concrete may obtain from a credit reporting agency, a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Hunter Valley Concrete.
7. The Applicant acknowledges and agrees that Hunter Valley Concrete at any time may receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
8. The Applicant agrees that Hunter Valley Concrete may give information about the Applicant's credit arrangements from any credit provider named in the credit application, any credit provider named in the credit report issued by a credit reporting agency and any existing or previous supplier of to the Applicant or any related entity of the Applicant (as defined in the Corporations Act). The Applicant understands that all information gathered may be used for the purposes other than originally intended (e.g. for locating the Applicant, its directors, updating credit searches etc). The Applicant understands that this information can include details concerning the Applicant's 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.

REFERENCES

9. The Applicant authorises the bank and trade references/referees listed in the credit application to release information to assist Hunter Valley Concrete in considering this application.

CANCELLATION OF THE CREDIT ACCOUNT

10. The Applicant acknowledges that Hunter Valley Concrete in its absolute discretion may at any time and without liability whatsoever to the Applicant or any party claiming through the Applicant, vary, cancel or withdraw without notice all credit trading facilities granted to the Applicant.

DECLARATION OF SOLVENCY AND DUTY OF DISCLOSURE

11. The Applicant declares that as at the date of this application the Applicant is solvent and able to pay its accounts according to normal trading terms. The Applicant must notify the Company in writing within seven (7) days of any change or proposed change in the Applicant's corporate structure, trading name, any proprietor, director or partner of the Applicant's business, any beneficial ownership of the Applicant, and the Applicant's location and contact details.
12. The Application declares that:
 - a. It is not aware of any information notice or court proceeding that may lead to bankruptcy, appointment of an administrator or managing controller, receiver manager or liquidator;



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TERMS AND CONDITIONS OF APPLICATION FOR CREDIT APPLICATION Page 2 of 2

- b. The Applicant has not entered into and does not intend to enter into any schedule of arrangement with any creditors either formally or through a court or otherwise;
- c. None of the Applicant, directors, partners or proprietors has any outstanding liability to the Australian taxation Office; and
- d. None of the directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended).

CHARGING INTEREST IN REAL ESTATE

13. In consideration of Hunter Valley Concrete considering the Applicant's application for credit and to secure Hunter Valley Concrete, the Applicant agrees to charge the estate and interest the Applicant has now or may later acquire either solely or jointly as tenant in common in any real estate or any other asset or trust asset and the Applicant acknowledges that Hunter Valley Concrete's right pursuant to the security hereby given to lodge a caveat on any real estate in which the Applicant has such an interest and the Applicant agrees to execute a mortgage in favour of Hunter Valley Concrete upon request by Hunter Valley Concrete and do or cause to be done all such things necessary to give effect to the security hereby given.

PAYMENT TERMS

14. Payment terms are strictly as advised to the Applicant at the time the credit account is opened. The payment terms are net 30 days (that is, payment for all purchases is due on or before the last working day of the month following the month in which the purchase was made irrespective of the day upon which the invoice and/or statement in respect of such purchase is received by the Customer). If payment is not received, Cash Sale terms may be applied without notice.

COSTS AND FEES

15. The Applicant agrees that in the event of the Applicant's breach of any of these terms including failure to make payment of any monies due to Hunter Valley Concrete, the Applicant is liable to pay all collection costs, commissions, fees, charges and expenses (including legal costs on a solicitor / client basis) incurred by Hunter Valley Concrete in relation to any payment due under this agreement or any matter arising out of or incidental to this agreement or the Applicant's performance of or failure to perform any of the terms of this agreement.

INTEREST

16. Hunter Valley Concrete may charge the Applicant interest on amounts not paid within the specified credit period calculated on a daily basis at the Rural Bank's Official Cash Rate plus 2% per annum from the date on which they were due and payable, until Hunter Valley Concrete receives full payment of the outstanding amounts.

RETENTION OF TITLE

17. Title in the Goods does not pass to the Applicant until the full amount due in respect of those Goods (as the case may be) has been received by Hunter Valley Concrete in cleared funds.
The Applicant acknowledges that until full payment for all Goods supplied is made it:
 - a. Holds all Goods supplied by the Company as bailee of Hunter Valley Concrete and that a fiduciary relationship exists between the Applicant and Hunter Valley Concrete;
 - b. Will store any Goods supplied by Hunter Valley Concrete in such a way that they are identifiable as the property of Hunter Valley Concrete and will maintain them in the condition received; and
 - c. Is under obligation to account to Hunter Valley Concrete for the proceeds of the sale of any Goods, provided that such sales shall not give rise to any obligation on the part of Hunter Valley Concrete.
 - d. The Applicant acknowledges that nothing in these Terms prevents Hunter Valley Concrete from taking action to recover the Price of the Goods supplied.

CLOSING OF CREDIT ACCOUNT

18. Hunter Valley Concrete may close credit accounts without notice if not used for a period of 12 months or more.

WARRANTY

19. The Applicant warrants that the information contained in this Application is accurate and complete. The Applicant, and if a company each of the directors listed below, and if a partnership each of the partners listed below, acknowledges the terms of this Application and agrees that the Applicant and each of the directors/partners (as applicable) is bound by the above terms. The Applicant warrants to Hunter Valley Concrete that where the Applicant is a Company, the person signing is duly authorised by the Board of Directors of the Applicant to sign the Credit Application on behalf of the Applicant and bind the Applicant. Where the applicant acts as a trustee of a Trust, the Applicant will be bound by the terms and conditions of this Application personally and in its capacity as a trustee of the Trust.

PROVISION OF TRUST DOCUMENT BY CORPORATE TRUSTEE CUSTOMERS

20. If the Applicant is a Corporate Trust, the applicant and its director(s) agree to provide to Hunter Valley Concrete a copy of the Trust Deed in order to enable Hunter Valley Concrete to assess the application.

NEW ENTITIES

21. It is intended that any new Related Bodies Corporate (as that term is defined in the Corporations Act 2001) of Hunter Valley Concrete will have the benefit of these terms and conditions.



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DETAILS AND SIGNATURES Company (all directors) Partnership (all partners) Proprietors (all)

<hr/> PRINT Name of Principal/Director/Partner/Proprietor (1)	<hr/> PRINT Name of Principal/Director/Partner/Proprietor (2)
<hr/> Signature of Principal/Director/Partner/Proprietor	<hr/> Signature of Principal/Director/Partner/Proprietor
<hr/> Date	<hr/> Date
<hr/> Address of Principal/Director/Partner/Proprietor	<hr/> Address of Principal/Director/Partner/Proprietor
<hr/> Print Name of Witness (1)	<hr/> Print Name of Witness (2)
<hr/> Date	<hr/> Date
<hr/> Address of Witness	<hr/> Address of Witness

OFFICE USE ONLY							
Notes _____							
APPROVED / REJECTED Date.....	Applicant notified by Letter YES / NO Date.....	On approval of Credit Facility <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:50%; padding: 2px;">Account No</td> <td style="width:50%; padding: 2px;">Credit Limit</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table>		Account No	Credit Limit		
Account No	Credit Limit						
Credit Manager Signature Date.....							

Applicants Initials



APPLICATION FOR COMMERCIAL CREDIT

PERSONAL GUARANTEE & INDEMNITY AGREEMENT
This Deed of Guarantee and Indemnity is for use in the case where a Director of the Applicant is to provide a personal guarantee and indemnity on behalf of the Applicant Company to Hunter Valley Concrete Pty Ltd (ABN 17 620 908 161) and its related Bodies Corporate
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IMPORTANT WARNING
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I/We,

Table with 3 columns and 4 rows for guarantor details. Columns: Name, And, Name. Rows: Name 1, Address, Name 2, Address; Name 3, Address, Name 4, Address.

(“the Guarantor(s)”)

In consideration of Hunter Valley, at our request, approving the attached application for credit on behalf of the Applicant and agreeing to supply the Applicant from time to time with goods on credit, I/we, the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

- 1. To guarantee to Hunter Valley Concrete the due and punctual payment of any or all accounts and indebtedness now due or to become due by the Applicant to Hunter Valley Concrete whatsoever and howsoever arising notwithstanding that I/we, the Guarantor(s), may not have notice of any neglect or omission on the part of the Applicant to pay for such Goods according to the terms agreed upon between Hunter Valley Concrete and the Applicant including all costs, charges, expenses whatsoever which Hunter Valley Concrete may incur by reason of any default on the part of the Applicant.
2. That Hunter Valley Concrete shall have the fullest liberty without affecting this Guarantee either to enforce or forebear the enforcement of the obligations imposed on the Applicant. I/We, the Guarantor(s) will not be released by exercise by Hunter Valley Concrete of any liberty or discretion under the credit agreement or by any extension of time and other indulgence given to the Applicant or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us the Guarantor(s).
3. This Guarantee shall be a continuing guarantee to Hunter Valley Concrete in respect of Goods supplied by Hunter Valley Concrete and shall be unlimited in amount, shall extend to any amount payable by the Applicant by way of damages or otherwise and shall extend to any payment initially paid by the Applicant, but which Hunter Valley Concrete subsequently disgorges to a liquidator of the Applicant as a preference.
4. This Guarantee shall endure for the benefit of Hunter Valley Concrete, its successors and assigns and shall not cease upon the death of the Guarantor, or any of them, and shall be binding upon the Guarantor(s) and the legal personal representatives, successors and assigns of the Guarantor(s).
5. Until Hunter Valley Concrete receives all moneys payable by the Applicant and the Applicant has carried out all of its obligations to Hunter Valley Concrete, the Guarantors in the event of the Applicant being wound up or if an administrator is appointed and a deed of company arrangement is approved by creditors, will not be entitled to prove or claim in the liquidation of the Applicant or deed of company arrangement in competition with Hunter Valley Concrete so as to diminish any payment

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which but for such proof Hunter Valley Concrete would be entitled to receive out of such liquidation or deed. The receipt of any payment which Hunter Valley Concrete may receive from such liquidation or deed shall not prejudice Hunter Valley Concrete's right to recover from the Guarantors the full amount payable under this Guarantee.

6. No demand or notice needs to be made or delivered to the Guarantor(s) prior to the commencement of any action against them to enforce the terms of this Guarantee.
7. The liability of the Guarantor(s) shall not be abrogated, prejudiced or affected by:
 - a. Any change in the constitution of the Applicant;
 - b. Hunter Valley Concrete obtaining judgement against the Applicant;
 - c. The liability of the Applicant ceasing for any cause;
 - d. Any security held or taken by Hunter Valley Concrete to secure the Applicant's or the Guarantor's obligations being void, defective or informal;
 - e. The acceptance of Hunter Valley Concrete of a repudiation of the credit agreement by the Applicant; or
 - f. Hunter Valley Concrete making any variation or alteration to the terms of the credit agreement.
8. In the event that only one Guarantor executes this Deed, then that Guarantor who has executed the Deed acknowledges and consents to his/her/their joint/several liability under the Deed notwithstanding that not all the Guarantors named in the Deed have executed this Deed. If Hunter Valley Concrete releases any Guarantor from his/her obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from their obligations under this Guarantee.
9. To better secure Hunter Valley Concrete's rights under this Guarantee, the Guarantor(s) agree to charge the interest they have either solely or jointly or as tenants in common in any real estate and the Guarantor(s) acknowledge Hunter Valley Concrete's right pursuant to the security hereby given to lodge a caveat on any real estate in which they have such interest and the Guarantor(s) agree to execute a mortgage in favour of Hunter Valley Concrete upon request by Hunter Valley Concrete and do or cause to be done all such things as are necessary to give effect to the security hereby given.
10. The Guarantor(s) acknowledge and agree that Hunter Valley Concrete may:
 - a. Seek from a credit reporting agency a credit report containing personal information about each Guarantor in order to assess whether to accept them as Guarantor for the credit applied for, or provided to, the Applicant; and
 - b. Give information about the credit arrangements of the Applicant or the Guarantor(s) and seek information about the credit arrangements of the Applicant or the Guarantor(s) from any credit provider named in any credit report issued by a credit reporting agency or any existing or previous provider of credit to the Guarantor(s) or any company in which the Guarantor(s) is or was an officer. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of the Applicant or the Guarantor(s) of the nature that credit providers are allowed to give or receive from each other under the Privacy Act.
11. A statement by Hunter Valley Concrete or signed by a person duly authorised from time to time by Hunter Valley Concrete shall be conclusive evidence that the amount stated therein is owing by the Applicant to Hunter Valley Concrete.
12. As a separate and independent agreement and for the consideration aforesaid the Guarantor(s) agree with Hunter Valley Concrete that in the event the whole or any part of the debt of the Applicant shall not be recoverable from the Applicant by reason of any legal limitation, disability or incapacity on or of the Applicant or by any reason of any other fact or circumstance whatsoever and whether known to Hunter Valley Concrete or not, the Guarantor(s) shall nevertheless hold Hunter Valley Concrete fully indemnified at all times against any loss or damage which Hunter Valley Concrete may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.
13. In this Guarantee the singular shall include the plural and vice versa and reference to a gender will include all genders.
14. This Guarantee shall be read and construed in accordance with the laws of the State of New South Wales and Hunter Valley Concrete and the Guarantor(s) agree to submit to the jurisdiction of the courts and tribunals of that State.
15. In the event that any provision of this Guarantee or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this Guarantee or the application of such provisions to any person or circumstances and all other provisions to any persons or circumstances and all other provisions shall remain in full force and effect.



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CERTIFICATE OF GUARANTEE – EXECUTED AS A DEED

DATED thisday of.....20.....If the Guarantor(s) themselves do not date this Deed, the Hunter Valley Concrete representative accepting this Application should date this Guarantee on the date that it was actually executed

Signed Sealed and Delivered By 1
Signature of Guarantor
Print name of Person Signing
In the presence of
Signature of Witness
Print name of Witness
Address of Witness
Date

Signed Sealed and Delivered By 1
Signature of Guarantor
Print name of Person Signing
In the presence of
Signature of Witness
Print name of Witness
Address of Witness
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Applicants Initials