

Application for Commercial Credit

Referred by:

Date:

To: **Suncoast Asphalt Pty Ltd ABN 69 136 592 875 and its related bodies corporate ("Suncoast")**

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:

- (a) If this application is accepted by Suncoast, all of the application's provisions (including the General Credit Terms) plus Suncoast's Terms and Conditions of Sale as amended from time to time ("Terms of Sale") will be binding on me/us; and
- (b) I/We have been given and have read and understood Suncoast's current Terms of Sale prior to completing this application.

Customer details

Are you a: (tick) Sole Trader Partnership Private Co. (Pty Ltd) Public Co. (Ltd) Trust

Customer's registered name:

Trading as (registered business name):

Registered address:

ACN:

ABN:

Postal Address:

Suburb:

State:

Post Code:

Business Address:

Suburb:

State:

Post Code:

Telephone (Bus): ()

Mobile:

Fax: ()

Email Address for Invoices:

1. Application:

Upon Suncoast allowing me/us to trade on commercial credit, I/we agree, declare and acknowledge that Suncoast's Terms of Sale (as they apply from time to time) apply to all my/our dealings with Suncoast and I/we hereby agree to comply with the Terms of Sale which are available at www.suncoastasphalt.com.au

I/we further acknowledge that if I am/we are a corporation, provision of credit pursuant to this application may, at Suncoast's absolute discretion, be subject to and conditional upon all of our directors executing the attached Guarantee and Indemnity.

2. (a) Estimated monthly purchases: \$

(b) Product to be purchased: Asphalt Spray Seal

3. Representation warranty and acknowledgement:

I/We hereby represent and warrant that the information set out in this application is true and correct and acknowledge that Suncoast will rely upon the information provided and is hereby induced to grant credit to me/us.

Details of directors, partners and sole traders

1. Name:		Telephone: ()	
Address:		Driver's licence no:	
Suburb:	State:	Post Code:	
Date of birth:	Residence: (tick)	Own	Renting Mortgage – To:
2. Name:		Telephone: ()	
Address:		Driver's licence no:	
Suburb:	State:	Post Code:	
Date of birth:	Residence: (tick)	Own	Renting Mortgage – To:
3. Name:		Telephone: ()	
Address:		Driver's licence no:	
Suburb:	State:	Post Code:	
Date of birth:	Residence: (tick)	Own	Renting Mortgage – To:
4. Name:		Telephone: ()	
Address:		Driver's licence no:	
Suburb:	State:	Post Code:	
Date of birth:	Residence: (tick)	Own	Renting Mortgage – To:

Bank:	Branch:	Account No:
Type of Business:	How long established?	
How long the current owner?	Company/Builders Registration No:	
Name of any Related or Subsidiary Companies or Partnerships:		
Are the business premises owned or leased?		
Do you (or related companies) currently trade with any Suncoast group company or division?		No Yes
If yes, which company/division(s)?		
Please attach financial records to support this application.		

Trade references

1. Previous Supplier:	Phone No:
2.	Phone No:
3.	Phone No:
4.	Phone No:

General credit terms

- Payment:** The Customer must pay for all Products supplied by Suncoast prior to delivery or within any credit period granted in writing by Suncoast.
- Interest:** Suncoast is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the civil court rate applicable in the state the debt was incurred, from invoice date until payment of the debt.
- GST:** Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Suncoast is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.

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- 4. Withdrawal or variation of credit or these Terms:** Suncoast may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer or amend these Terms.
- 5. Property:** (a) Property in the Products shall not pass until the Customer has paid all moneys owing to Suncoast in full. Risk in the Products passes to the Customer at the time of delivery. (b) Until payment of all moneys owed by the Customer to Suncoast, the Customer holds the Products as fiduciary bailee and agent for Suncoast and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Suncoast. (c) If an Event of Default occurs, then without prejudice to Suncoast's other rights, Suncoast may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to Suncoast, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for Suncoast. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Suncoast and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged. (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Suncoast. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Suncoast at the time of the receipt of such book debts.
- 6. Charge over Customer's property:** As security for payment to Suncoast of all moneys payable by the Customer, the Customer charges in favour of Suncoast all of the Customer's interests in freehold and leasehold property (both current and later acquired). The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
- 7. PPSA: Each party agrees that:** (a) if Suncoast determines that this document (or a transaction in connection with it) is or contains a security interest for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"), then Suncoast may make any registration or notification under the PPSA in connection with the security interest and the Customer may not make an amendment demand in respect of that registration; (b) to the extent the law permits: (i) Suncoast need not comply with, and the Customer may not exercise any rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of; and (ii) the Customer waives its rights to receive any notice that is required by the PPSA (but this does not prohibit Suncoast from giving such a notice); and (c) despite anything else in this document, neither party may disclose any information in connection with this document under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.
- 8. Suspension or Ceasing of Supply:** (a) Suncoast may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer. (b) Without limiting clause 8(a), if an Event of Default occurs, Suncoast may, without prejudice to its other rights, call up moneys owed to it by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or take immediate possession of any Products not paid for.
- 9. Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
- 10. Notification of Change of Details:** The Customer must notify Suncoast of any change in its structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
- 11. Continuing Guarantee:** Any guarantee shall remain in force so long as the Customer shall maintain an account with Suncoast. All guarantees shall be continuing guarantees and will terminate only in writing from Suncoast.
- 12. Set off:** Suncoast may at any time set-off amounts owed by Suncoast to the Customer against amounts owed by the Customer to Suncoast.
- 13. Effect of other terms:** These Terms are in no way affected by any other express or implied terms contained in any terms of sale issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Suncoast.
- 14. Expenses:** The Customer must pay to Suncoast any costs, charges and expenses (including all stamp duty and legal fees) incurred by Suncoast in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms.
- 15. Use of Customer's account:** The Customer will be liable for all transactions involving the Customer's credit account, including but not limited to fraudulent or unauthorised use of that account by the Customer's employees, related parties, relatives, contractors or representatives.
- 16. Trusts:** These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
- 17. Severance:** Each clause and subclause of these Terms is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
- 18. Application of laws:** The parties submit to the non-exclusive jurisdiction of the State in which these Terms are received by Suncoast and the law applying in that State is the proper law governing these Terms.
- 19. Definitions:** In these Terms unless the context requires otherwise: (a) "**Customer**" means the customer whose details appear in the Application for Commercial Credit; (b) "**Event of Default**" means any of the following events: (i) the Customer fails to pay for the Products in accordance with these Terms; (ii) the Customer is in breach of these Terms; or (iii) if the Customer suffers an Insolvency Event; (c) "**Insolvency Event**" means, for the Customer, as applicable (i) if the Customer is a company, an order is made or a resolution is passed for the winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer is unable to pay its debts, stops payment or is deemed insolvent within the meaning of the Corporations Act 2001, or any analogous event; (ii) if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration, or any analogous event; (iii) the Customer ceases or threatens to cease carrying on business; (d) "**Officer**" means each director, secretary, credit manager and authorised representative of Suncoast; (e) "**Products**" means all goods and services supplied by Suncoast to the Customer; (f) "**Terms**" means these General Credit Terms.

Acknowledgement

I/We acknowledge that the Products I/we will acquire from Suncoast will be obtained for either the purpose of re-supply (whether in an altered form or condition or to be incorporated in other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

Declaration for the National Credit Code:

I/We declare that the credit to be provided to me/us by Suncoast is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

Important:

You should **only** sign this declaration if this loan is wholly or predominantly for business purposes or investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

Commercial credit information

I/We consent to and authorise Suncoast:

- a. to request commercial credit reports containing information about my/our commercial credit arrangements from commercial credit reporting businesses for the purposes of assessing this application and/or my/our commercial creditworthiness or in connection with any related purpose or the attached Guarantee and Indemnity;
- b. to give commercial credit reporting businesses information to enable them to create and maintain information files containing commercial creditworthiness information about me/us;
- c. to disclose commercial credit reports or any personal information derived from commercial credit reports, and any information about my/our commercial credit arrangements to Suncoast, any related bodies corporate of Suncoast, any agent of Suncoast, any of my/our current or potential guarantors, and any other current or potential provider of commercial credit to me/us; and
- d. to exchange information with other credit providers and any collection agents of Suncoast, any of Suncoast's related bodies corporate and any current or potential provider of commercial credit to me/us.

Privacy

I/We acknowledge that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service.

By signing this application I/we authorise Suncoast to collect, maintain, use and disclose my/our personal information in the manner set out in Suncoast's privacy policy as varied from time to time. I/we am/are aware that the policy is available on Suncoast's website www.suncoastasphalt.com.au or by request.

I/We agree to be bound by the Declaration and the General Credit Terms set out above, by the terms set out in this application and by Suncoast's Terms of Sale, and warrant that the information given by me/us in this application is true and accurate.

Signed for and on behalf of the Customer:

1. Name:		Position:
Signature:		Date:
Witness name:	Witness signature:	
Witness address:		
Suburb:	State:	Post Code:
2. Name:		Position:
Signature:		Date:
Witness name:	Witness signature:	
Witness address:		
Suburb:	State:	Post Code:

Guarantee and Indemnity

In consideration of Suncoast agreeing at the request of the customer named in the Application for Commercial Credit of which this Guarantee forms part ("Customer") to sell goods or give commercial credit to the Customer, each person named as guarantor in the Schedule ("Guarantor") enters into this Guarantee and Indemnity ("Guarantee") in favour of Suncoast Asphalt Pty Ltd and its related bodies corporate ("Suncoast") in the following terms.

Customer's name:

ACN:

ABN:

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to Suncoast the due and punctual payment of the Guaranteed Moneys and agrees:

- on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- any statement signed by a Suncoast director, secretary, credit manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Suncoast for the payment of Guaranteed Moneys;
- the liabilities of the Guarantor and the rights of Suncoast under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Suncoast is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2. Indemnity

If the obligation of the Customer to pay the Guaranteed Moneys to Suncoast is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Suncoast against any loss Suncoast suffers as a result. Suncoast need not incur any expense or make any payment before enforcing this right of indemnity.

3. Waiver

No failure or delay by Suncoast to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Suncoast's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4. Claim in administration

Until this Guarantee is released by Suncoast, the Guarantor will not without Suncoast's consent, prove in any Administration of the Customer in competition with Suncoast or any related body corporate of Suncoast.

5. Continuing guarantee

Any guarantee shall remain in force so long as the customer shall maintain an account with Suncoast. All guarantees shall be continuing guarantees and will terminate only in writing from Suncoast.

6. Application of moneys received

If Suncoast receives or recovers money in respect of debts of the Customer or anyone else, Suncoast may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

7. Charge

As security for payment to Suncoast of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of Suncoast the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each director, secretary, credit manager and authorised representative of Suncoast as its attorney to do all things necessary to create and register each such charge.

8. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

9. Expenses

The Guarantor must pay to Suncoast all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by Suncoast in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

10. Acknowledgement

The Guarantor acknowledges that the Guarantor:

- has entered into this Guarantee voluntarily;
- has read and understood the nature and consequences of entering into this Guarantee;
- has not signed this Guarantee on the basis of any representation of Suncoast, its employees, agents or representatives or under the duress of any person;
- is entitled to seek independent legal advice before signing this Guarantee; and
- submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Suncoast and that the law applying in that State is the proper law governing this Guarantee.

11. Severance

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

12. Definitions

In this Guarantee unless the context requires otherwise: "**Administration**" includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar; "**Guaranteed Moneys**" means all moneys which are, will or may be at any time in the future, owing or payable to Suncoast by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

13. Interpretation

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

14. Commercial Credit Information

The Guarantor gives consent and authorisation for Suncoast to do the following at any time:

- (a)** request commercial credit reports containing information about the Guarantor's commercial credit arrangements from commercial credit reporting businesses for the purposes of assessing this Guarantee and/or the Guarantor's commercial creditworthiness or in connection with any related purpose;
- (b)** give commercial credit reporting businesses information to enable them to create and maintain credit information files containing commercial creditworthiness information about the Guarantor;
- (c)** disclose commercial credit reports and any personal information derived from commercial credit reports and any information about the Guarantor's commercial credit arrangements to any related bodies corporate of Suncoast, any agents of Suncoast, any of the Guarantor's current or potential guarantors and any other current or potential provider of commercial credit to the Guarantor for any purpose; and
- (d)** exchange information with other credit providers and any collection agents of Suncoast, any of Suncoast's related bodies corporate and any current or potential provider of credit to me/us.

By signing this Guarantee, the Guarantor authorises Suncoast to collect, maintain, use and disclose the Guarantor's personal information in the manner set out above and in Suncoast's privacy policy as varied from time to time. The Guarantor acknowledges having received a copy of the current privacy policy and that the Guarantor is aware that the privacy policy is available at www.suncoastasphalt.com.au or on request.

Schedule

I have read and understood this document. I have not relied on anything said to me by the Customer or Suncoast as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below.

1. Guarantor's name:		Signature:	
Guarantor's address:			
Suburb:		State:	Post Code:
Witness name:		Witness signature:	
Witness address:			
2. Guarantor's name:		Signature:	
Guarantor's address:			
Suburb:		State:	Post Code:
Witness name:		Witness signature:	
Witness address:			
3. Guarantor's name:		Signature:	
Guarantor's address:			
Suburb:		State:	Post Code:
Witness name:		Witness signature:	
Witness address:			
4. Guarantor's name:		Signature:	
Guarantor's address:			
Suburb:		State:	Post Code:
Witness name:		Witness signature:	
Witness address:			

Dated This day of , 20

IMPORTANT NOTICE: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.