



Terms used in this Credit Account Application (including Parts A, B, C, D and E) are defined in Part E of this document. The interpretation provisions in Part E apply to this entire document

Part A – CREDIT APPLICATION – COMMERCIAL CREDIT ACCOUNT

SECTION 1 – CUSTOMER DETAILS (Enter all details relevant to your business).

Business Name: (Company Name/Partnership/Sole Trader):		ACN: Established: / /
Trust Name (if a trust):		
Trading As (Registered Business Name):		ABN:
<input type="checkbox"/> Company <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Trustee <input type="checkbox"/> Government / Statutory Authority		
Nature of Business:		
Street Address (not a PO Box):		
	State:	Post Code:
Postal Address (not a PO Box):		
	State:	Post Code:
Contact Person (for invoices & statements):		
Office Phone:	Mobile:	
Email Address (for invoices):		

SECTION 2 – DIRECTOR'S/OWNERS'S PERSONAL INFORMATION (Insert names of directors (if a company), names of partners in the partnership (if a partnership) or details of sole trader).

Name:	Name:
Home Address:	Home Address:
Phone:	Phone:
Mobile:	Mobile:
Email:	Email:
Drivers Licence No: (must include photocopy of valid licence)	Drivers Licence No: (must include photocopy of valid licence)
Gold Card/Builder's/Plumber's Licence:	Gold Card/Builder's/Plumber's Licence:
Date of Birth:	Date of Birth:

*if more than 2 directors or partners, please provide further details on the Customer's letterhead.

SECTION 3 – ACCOUNT DETAILS

Credit Limit Required: \$	
Anticipated total monthly purchase volume from the Supplier:	
Concrete:	Gravel/Sand/Soil:
Is a purchase order required? Yes / No	

SECTION 4 – TRADE/CREDIT REFERENCES (Minimum of 3 references required). Please note that following are NOT Trade References: Boral, Onesteel, Hansons, Bunnings, Humes, Holcim, Lydons, Chermside Building Supplies, Austral Bricks, Kennards or Tradelink. (Mobile numbers and utilities are not acceptable)

Company 1 Name:	Company 2 Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Contact Name:	Contact Name:
Company 3 Name:	Company 4 Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Contact Name:	Contact Name:

SECTION 5 – CURRENT OTHER SUPPLIERS

Concrete Supplier:	Gravel/Sand/Soil Supplier:
Credit Limit:	Credit Limit:
Annual Sales Amount:	Annual Sales Amount:

SECTION 6 – ACKNOWLEDGEMENTS

The submission of this Commercial Credit Account Application by the Customer does not automatically result in the granting of a Commercial Credit Account by the Supplier. The Supplier does not provide consumer credit and this Commercial Credit Account Application will be assessed on the basis that it is an application for commercial credit.

The Customer acknowledges that the Conditions of Sale will apply to each and every supply of Goods and any related services made between the Supplier and the Applicant at all times. If the Supplier agrees to provide credit to the Customer, the Supplier will provide confirmation of this credit approval and the credit limit amount by email to the Customer to the email address specified in Section 1 of this Part A. Until such confirmation is received by the Customer from the Supplier, the Customer will not have an approved Commercial Credit Account and payment for the Goods purchased by the Customer must be made by the Customer prior to delivery in accordance with clause 4.1 of the Conditions of Sale

SECTION 7 – EXECUTION BY CUSTOMER

Who must sign this Credit Account Application on behalf of the Customer:

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then two Directors or a Director and Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual must sign.

Partnerships: All Partners of the Partnership must sign.

By signing this Part A of the Commercial Credit Application, the Customer acknowledges and agrees to Part C (Privacy Act – Statement and Authority), Part D (General Terms and Conditions of Sale) and Part E (Definitions and Interpretations) of this Commercial Credit Application.

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	

Witness

Print Name (in block letters)	
Position	
Signature	
Date	

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	

Witness

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Date	

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	

Witness

Print Name (in block letters)	
Position	
Signature	
Date	

PART B – PERSONAL GUARANTEE AND INDEMNITY

IMPORTANT: As part of your application for credit, this Personal Guarantee and Indemnity must be completed and signed by all directors (if the Customer is a company) and Partners (if the Customer is a Partnership) in the presence of an independent witness (not spouses/partners or family members).

Details

Customer

Name	
Address (insert street address not a PO Box)	

Guarantor 1

Name	
Address (insert street address not a PO Box)	

Guarantor 2

Name	
Address (insert street address not a PO Box)	

Guarantor 3

Name	
Address (insert street address not a PO Box)	

Guarantor 4

Name	
Address (insert street address not a PO Box)	

Terms of the Personal Guarantee and Indemnity

Risks:

This is an all monies guarantee which is not limited by any credit limit between the Customer and the Supplier. You are guaranteeing all amounts owing between the Customer and the Supplier, even if the credit limit is extended from any initial credit limit provided by the Supplier.

By signing this Guarantee, you will be incurring legal and financial risks and you may be putting at risk any assets that you own, including your family home.

Prior to signing this document, you should seek:

- A. independent legal advice on the effect of this guarantee and indemnity; and
- B. independent financial advice on the effect of this guarantee and indemnity.

1. Guarantee

In consideration of the Supplier agreeing to supply or continuing to supply the Goods and related Services to the Customer, the Guarantor unconditionally and irrevocably guarantees payment to the Supplier of the Guaranteed Money. If the Customer does not pay the Guaranteed Money on time and in accordance with any agreement that imposes the obligation to pay it, then the Guarantor agrees to pay the Guaranteed Money to the Supplier on demand from the Supplier (whether or not the Supplier has made demand on the Customer). A demand may be made at any time and from time to time.

2. Indemnity

- 2.1 The Guarantor unconditionally and irrevocably indemnifies the Supplier against any loss the Supplier suffers because:

- (a) the liability of the Guarantor to pay the Guaranteed Money is unenforceable in whole or in part as a result of lack of capacity, power or authority or improper exercise of power or authority;
- (b) the Customer is or becomes Insolvent; or
- (c) the Guaranteed Money is not or has never been recoverable from the Guarantor under clause 1, or from the Customer because of any circumstance, including, if any transaction relating to the Guaranteed Money is void, voidable, or unenforceable, and whether the Supplier knew or should have known anything about that transaction.

- 2.2 The Guarantor, as principal debtor, agrees to pay the Supplier on demand, a sum equal to the amount of any loss described in clause 2.1.

3. Continuing guarantee

This Guarantee is a continuing security and extends to all of the Guaranteed Money and other money payable under this Guarantee. The Guarantor waives any right it has of first requiring the Supplier to commence proceedings or enforce any other right against the Customer or any other person before claiming from the Guarantor under this Guarantee.

4. All Monies Guarantee

- 4.1 The Guarantor Guarantees all amounts of the Guaranteed Money without limit which are owing from the Customer to the Supplier, including without limitation any amount of credit originally provided and any amount of credit which is extended by the Supplier, even where notice of extended credit is not provided to the Guarantor.
- 4.2 **The Guarantor acknowledges and agrees that this Guarantee and the terms and conditions set out in this Guarantee will**

apply to credit extended from the Supplier to the Customer, and this Guarantee is not limited by:

- (a) any initial credit limit or other credit limits which may be provided by the Supplier to the Customer from time to time; and/or
- (b) any credit limit provided in Section 3 of the Commercial Credit Account Application as the Customer's requested credit limit,

and this Guarantee is an all monies guarantee.

4.3 The Guarantor acknowledges and agrees that the Supplier is not under any obligation to advise the Guarantor of any changes in the credit limit.

4.4 The Guarantor acknowledges and agrees that it may not plead in defence to a claim against the Guarantor by the Supplier that the credit limit was increased without its approval, as the Guarantor explicitly guarantees all amounts which are owing and/or which may become owing in the future to the Supplier from the Customer.

5. Preservation of rights

5.1 The liabilities under this Guarantee of the Guarantor as a guarantor, principal debtor and indemnifier, and the Supplier's rights under this Guarantee are not affected by anything which might otherwise affect them at law or in equity.

5.2 If the liability of the Guarantor under this Guarantee is not exercised at the time which the Supplier exercises its rights or remedies against the Customer, then the Supplier can still exercise it later.

5.3 The Supplier's rights and remedies under this Guarantee are in addition to other rights and remedies available at law independently of this Guarantee.

5.4 The liability of the Guarantor under this Guarantee remains fully enforceable, notwithstanding the occurrence of any one or more of the following circumstances:

- (a) the granting of an indulgence or concession at any time by the Supplier to the Customer;
- (b) any variation of the terms of credit, with or without the Guarantor's prior knowledge;
- (c) any compromise, release, discharge, waiver or variation of any right by the Supplier;
- (d) the fact that the Guaranteed Money payable by the Customer to the Supplier may not be recoverable or may cease to be recoverable in whole or in part;
- (e) the existence now or at any future time of any legal disability in the Customer or the Guarantor or any person named as a Guarantor;
- (f) the death of any person named as a Guarantor (in which case his or her estate will have continuing liability under this Guarantee);
- (g) the bankruptcy of a person named as a Guarantor, or any Deed of Arrangement, assignment or composition entered into for the benefit of creditors of such person;
- (h) any other person who was intended to enter into this Guarantee, or otherwise become a co-surety or co-indemnifier for payment of the Guaranteed Money or other money payable under this Guarantee has not done so or has not done so effectively; and/or
- (i) a person who is a co-surety or co-indemnifier for payment of the Guaranteed Money or other money payable under this Guarantee is discharged under an agreement or under statute or a principle of law or equity.

6. Suspension of Guarantor's rights

As long as the Guaranteed Money or other money payable under this Guarantee remains unpaid, the Guarantor may not without the Supplier's express written consent:

- (a) in reduction of its liability under this Guarantee, raise a defence, set-off or counterclaim available to itself, the Customer or a co-surety or co-indemnifier against the Supplier or claim a set-off or counterclaim against the Supplier; or

(b) make a claim or enforce a right against the Customer or any other Guarantor or against their estate or property; or

(c) prove in competition with the Supplier, if the Customer or any other Guarantor is Insolvent whether in respect of an amount paid by the Guarantor under this Guarantee, in respect of another amount applied by the Supplier in reduction of the Guarantor's liability under this Guarantee, or otherwise; or

(d) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a Security Interest or guarantee or a share in it now or subsequently held for the Guaranteed Money or other money payable under this Guarantee.

7. Charging

7.1 The Guarantor:

(a) hereby charges and/or grants an equitable mortgage over all land owned now and/or acquired in the future by the Guarantor to secure payment of all monies which are or may become owing under this Guarantee or the Commercial Credit Account of the Customer and the Guarantor; and

(b) consents to an absolute caveat being registered by the Supplier at any time in respect of such land.

7.2 A charge and/or equitable mortgage created under clause 7.1 of this Guarantee secures all monies due and owing by the Customer and/or the Guarantor to the Supplier on any account whatsoever (including claims for interest and legal costs on a solicitor and own client basis and/or indemnity basis) associated with the Commercial Credit Account held in the name of the Customer.

7.3 Should the Customer and/or the Guarantor be in default of its obligations under this Guarantee or the Commercial Credit Account provided by the Supplier, the Supplier may enforce the charge and/or equitable mortgage in a court of competent jurisdiction and seek orders, including but not limited to:

(a) that the charge and/or equitable mortgage be enforced by sale pursuant to Section 99(2) and/or alternatively Section 38 of the *Property Law Act 1974* (Qld), and Section 278 of the *Uniform Civil Procedure Rules 1999* (Qld), without prejudice to any encumbrance having priority to the Supplier's charge and/or equitable mortgage and free the encumbrances (if any) of such of the encumbrancers as shall consent to the sale and/or do not have priority higher than the Supplier;

(b) that the Guarantor deliver up possession of the land or alternatively that the Supplier recover against the Guarantor's possession of the land; and/or

(c) any such further other orders including an order vesting the land in the Supplier or appointing a person to convey interest in the land or an order creating or vesting the Supplier a legal estate in an interest in the land to enable the Supplier to carry out the sale.

8. Stopping Supply

The Supplier may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor refuse credit and/or supply of Goods and/or Services to the Customer.

9. Applicable law

9.1 This Guarantee is governed by the laws of Queensland.

9.2 The Guarantor and the Supplier submit to the non-exclusive jurisdiction of the courts of Queensland.

9.3 The Guarantor irrevocably waives any objection to the venue of any legal process selected by the Supplier.

10. How the Supplier may exercise rights

10.1 The Supplier may enforce this Guarantee before the Supplier enforces other rights or remedies against any other person.

10.2 If the Supplier does not exercise a right or remedy fully or at a given time which the Guaranteed Money (including an amount that was at any time part of the Guaranteed Money) was payable, the Supplier can still exercise its rights against the Guarantor.

10.3 To the extent the Supplier is obliged to, or if the Supplier agrees to make a refund in the event of insolvency of the Supplier, the Supplier may treat the payment as if it had not been paid and may enforce this Guarantee against the Guarantor.

11. Guarantor's obligations and the Supplier's rights are unaffected

11.1 Rights given to the Supplier under this Guarantee and the Guarantor's liabilities under it are not affected by any law that might otherwise affect them.

11.2 This Guarantee does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) another right or remedy to which the Supplier is entitled; or
- (b) a judgment or order which the Supplier obtains against the Guarantor in respect of any of the Guaranteed Money.

11.3 The Supplier can still exercise its rights under this Guarantee as well as under the judgment, order, other right or remedy.

12. Reinstatement of rights

Under law, a trustee in bankruptcy, liquidator or Controller may ask the Supplier to refund a payment the Supplier has received in connection with the supply of Goods to the Customer. The Supplier is then entitled to its rights against the Guarantor under this Guarantee as if the payment had never been made. If the Supplier asks, the Guarantor agrees to do everything necessary to restore to the Supplier any rights the Supplier held from the Guarantor immediately before the payment. This applies despite anything in this Guarantee.

13. Privacy consent

Each Guarantor has read and agrees to the Privacy Act Statement and Authority – Individuals & Guarantors in Part C of this Commercial Credit Account Application.

14. Independent Legal and Financial Advice

The Guarantor acknowledges that each person named as Guarantor has had full and ample opportunity prior to the execution of this Guarantee to obtain independent legal and financial advice as to the extent of this Guarantee.

15. Electronic Signatures

In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" or similar data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) which the same force and effect as if such facsimile or ".pdf" or similar data file signature page were an original thereof.

16. Severance

16.1 Any provision of this Guarantee that is void, illegal or unenforceable is only ineffective to the extent that it is void, illegal or unenforceable and such provision shall be excluded from this Guarantee without invalidating the remaining provisions of this Guarantee.

EXECUTION OF PERSONAL GUARANTEE AND INDEMNITY – EXECUTED AS DEED

IMPORTANT

BEFORE THE GUARANTOR SIGNS

- Read the Guarantee and Indemnity and the Conditions of Sale.
- If the Guarantor does not understand this document, the Guarantor should obtain independent legal and financial advice.
- The Guarantor should make its own enquiries about the credit worthiness and financial position of the Customer.

THINGS THE GUARANTOR MUST KNOW

- Understanding that, by signing the guarantee and indemnity in this document, the guarantor may become personally responsible instead of, or as well as, the Customer to pay the amounts which the Customer owes and the Supplier's expenses in enforcing the guarantee and indemnity.
- If the Customer does not pay, the Guarantor must pay.

Guarantor

Name	
Signature	

Witness

Name	
Address	
Signature	
Date	

Guarantor

Name	
Signature	

Witness

Name	
Address	
Signature	
Date	

Guarantor

Name	
Signature	

Witness

Name	
Address	
Signature	
Date	

Guarantor

Name	
Signature	

Witness

Name	
Address	
Signature	
Date	

PART C – PRIVACY ACT STATEMENT AND AUTHORITY – INDIVIDUALS & GUARANTORS

1. This Privacy Act statement and authority applies to all Customers who are natural persons and each Guarantor.

- 1.1 As an organisation providing credit facilities, the Supplier is subject to certain legislative and regulatory requirements that necessitate it collecting and using personal information, including credit information and credit eligibility information (as defined in the Privacy Act) (**Personal Information**). The Supplier will collect and handle Personal Information about the Customer and the Guarantors in accordance with the Privacy Act and its Privacy Policy, including its Credit Reporting Policy (**Privacy Policy**).
- 1.2 The Supplier may collect, use and disclose Personal Information of the Customer and the Guarantor as stated below. The Supplier may be delayed in or prevented from processing the Commercial Credit Account Application, carrying out associated tasks or otherwise meeting any obligations to the Customer if the Supplier cannot collect this Personal Information or if it is incomplete or inaccurate.
- 1.3 The Supplier's Privacy Policy contains information:
- (a) about how the Customer or the Guarantor may access, and seek correction of, the Personal Information the Supplier holds about the Customer or the Guarantor; and
 - (b) about how the Customer or the Guarantor may complain about a failure by the Supplier to comply with its obligations under the Privacy Act or a registered credit reporting code that may bind the Supplier, and how the Supplier will deal with a complaint by the Customer or the Guarantor.
- 1.4 By signing the Commercial Credit Account Application as a sole trader, partner, director or Guarantor, you expressly consent that the Supplier may, to the extent permitted by law:
- 1. collect Personal Information from Veda (Veda Advantage Limited), Equifax Australia Group Limited, or any other credit reporting agency of the Supplier's choice at the Supplier's ultimate discretion:
 - (i) for the purpose of assessing the credit worthiness of the Customer for a Commercial Credit Account or for the purpose of collecting payments that are overdue by the Customer under a Commercial Credit Account if the Commercial Credit Account Application is approved; or
 - (ii) for the purpose of assessing whether the Supplier accepts the Guarantor as a guarantor in relation to the credit provided by the Supplier to the Customer or for the credit applied for by the Customer.
 - (b) use Personal Information:
 - (i) for the purpose of assessing the credit worthiness of the Customer for a Commercial Credit Account or for the purpose of collecting payments that are overdue under a Commercial Credit Account if the Commercial Credit Account Application is approved; or

- (ii) for the purpose of assessing whether the Supplier accepts the Guarantor as a guarantor in relation to the credit provided by the Supplier to the Customer or for the credit applied for by the Customer;
- (c) disclose Personal Information to another credit provider or credit reporting agency with an Australian link for the purpose of notifying:
 - (i) that the Customer has applied for credit and the amount of the credit;
 - (ii) cheques drawn by the Customer for payment of an approved Commercial Credit Account have been dishonoured more than once;
 - (iii) that the Supplier is a credit provider to the Customer;
 - (iv) the Customer's or a Guarantor's payments have become overdue for more than sixty (60) days and that collection action has been commenced;
 - (v) payments are no longer overdue to the Supplier;
 - (vi) in special circumstances in the opinion of the Supplier, the Customer or the Guarantor have committed a serious credit infringement;
 - (vii) that the credit provided to the Customer has been discharged;
- (d) disclose credit eligibility information to a person for the purpose of that person considering whether to act as a Guarantor, or who has provided security, in relation to the credit applied for under a Commercial Credit Account;
- (e) disclose Personal Information to a person who is a Guarantor in relation to, or has provided security for, any credit granted under a Commercial Credit Account;
- (f) disclose Personal Information to the trade credit insurers of the Supplier for purposes related to the Supplier obtaining trade credit insurance; and
- (g) demand:
 - (i) at the time which the Supplier is assessing whether to grant the Customer with a Commercial Credit Account for the purpose of assessing the credit worthiness of the Customer for a Commercial Credit Account; and/or
 - (ii) from time to time, to re-assess the ongoing creditworthiness of the Customer,
 - that the Customer provides the Supplier and/or the Supplier's credit insurer with a copy of its year to date financials, and/or that the Customer provides the Customer's completed financials from any year requested by the Supplier and/or the Supplier's credit insurer upon demand, or for the purpose of collecting payments that are overdue by the Customer under a Commercial Credit Account if the Commercial Credit Account Application is approved, and that the Customer and/or Guarantor must comply with such demand.

PART D – GENERAL TERMS AND CONDITIONS OF SALE

These Conditions of Sale will apply to the supply of Goods and Services by the Supplier to the Customer from time to time.

1. Quotations, order and Contracts

- 1.1 All quotations are made and all orders for Goods and Services are accepted by the Supplier on and subject to these Conditions of Sale and any special terms and conditions which are agreed to by the Supplier in writing.
- 1.2 The Supplier may withdraw, revoke or vary a written quotation at any time prior to the Customer submitting an order which accepts the

written quotation. The Supplier reserves the right to accept or decline, whole or in part, any order for Goods and Services placed by a Customer.

- 1.3 The Customer acknowledges that it has checked all quotations and is satisfied that the quotations include all the Goods and Services which the Customer requires and on which the Customer has requested to the Supplier to quote and that the Supplier will have no liability in respect to any omissions or errors in quotations in respect of the Goods and Services on which the Customer has requested the Supplier to quote.

- 1.4 This Commercial Credit Account Application is accepted by the Supplier either:
- upon receipt by the Customer and Guarantor of written notification given by the Supplier that the Commercial Credit Account Application is accepted by the Supplier; or
 - by the supply of Goods and/or Services to the Customer on credit terms pursuant to this Commercial Credit Account Application.
- 1.5 The Customer agrees that if a Commercial Credit Account Application is accepted, only the Customer and the Customer's employees acting on behalf of the Customer are permitted to order any Goods and/or Services from the Supplier using the Customer's Commercial Credit Account. The Customer must not allow other person(s) to use the Customer's Commercial Credit Account and the Customer agrees that the Customer will be liable for any use by any unauthorized person(s) who order Goods and/or Services from the Supplier using the Customer's Commercial Credit Account.
- 2. Price**
- 2.1 The price of the Goods or Services will be the Supplier's current price at the time of delivery of the Goods or provision of Services subject to any contrary agreement (if any) between the Supplier and the Customer regarding the price of the Goods or Services. The Customer may ask the Supplier prior to ordering Goods and Services to provide the current price. If the Customer does not ask the Supplier to provide the current in accordance with this clause, the Customer is taken to have agreed to the Supplier's current price at the time of delivery of the Goods or provision of Services and may not raise any dispute as to the price.
- 2.2 The price of the Goods or Services in any quotation will remain valid for a period of thirty (30) days for an order made by the Customer in accordance with the quotation, unless otherwise specified.
- 2.3 Unless otherwise indicated, all prices for Goods and Services are net, exclusive of applicable Taxes charges and GST. Where Goods or Services are subject to GST, the Customer must pay GST at the same time as payment for the Goods or Services is made.
- 3. Delivery**
- 3.1 The Customer will ensure that the Customer (if the Customer is an individual) or an authorised representative of the Customer is available at the Delivery Site to sign the Delivery Docket. A Delivery Docket can be signed electronically, including on a hand-held or portable electronic device. If the Customer or its authorised representative does not sign or is not available to sign the Delivery Docket, the Customer authorises the Supplier to complete the delivery in accordance with clause 3.2 and to complete the applicable Delivery Docket on behalf of the Customer. The Customer will be bound by the actions of any person who has, or appears, represents or purports to have, the authority of the Customer in respect of a delivery. Neither the Supplier nor any its employees, agents and representatives are obligated to make any enquiries as to the authority of any such person.
- 3.2 A Delivery Docket signed or completed in accordance with these Conditions of Sale constitutes the Customer's agreement that:
- the delivery complies with the Customer's request and that the details in respect of the delivery including, without limitation, the type and quantity of Goods delivered and the place and time of delivery set out in the Delivery Docket and any supporting information maintained by the Supplier, including electronically, in connection with the supply (such as without limitation, time and GPS Data logs) are correct; and
 - the Customer is liable to pay any additional fees or surcharges described on the Delivery Docket pursuant to these Conditions of Sale.
- 3.3 The price quoted for delivery for the Goods is based on:
- the time of delivery, and a surcharge may apply for concrete batched, quarry materials delivered and/or other Goods delivered outside hours provided in a quote;
 - the Supplier's ruling minimum load for the Goods (for concrete this is a four (4) cubic metre minimum) and in the event of deliveries being required of less than the minimum load an additional cartage charge will be payable in accordance with the Supplier's ruling rates;
 - delivery being made by the shortest access route available to the Delivery Site, and in the event of roads being closed and preventing delivery by the shortest access route, the Supplier will have the right to charge for any additional Costs incurred by the Supplier in making delivery to the Delivery Site; and
 - delivering the Goods at the kerb alignment on the Delivery Site within the time specified within the Supplier's charges and an additional charge will be payable for waiting time in excess of the standard unloading time of thirty (30) minutes.
- 3.4 The Customer will be responsible for providing adequate, safe and timely access to the Delivery Site, including the Conditions Precedent and the Customer and Guarantor will indemnify the Supplier for all loss, damage or liability incurred by the Supplier as a result of failure to do so.
- 3.5 The Supplier reserves the right to charge the Customer any Costs which it incurs as a result of any delay by the Customer in unloading the Goods or where unloading of the Goods cannot be effected, including, if applicable, a return delivery fee at the prevailing freight rates.
- 3.6 For concrete, an additional surcharge will apply when concrete is returned from the Delivery Site to the concrete plant in the event of the Customer being unable to accept the full batch of concrete as ordered.
- 3.7 Where the Supplier or its employees, agents, and/or contractors enter the Customer's premises or the premises of a third party nominated by the Customer for the purpose of delivery of the Goods, the Customer and Guarantor to the fullest extent permitted by law:
- releases the Supplier, its employees, agents and/or contractors from any claim the Customer may at any time have had against the Supplier but for this release, in respect of damage occasioned to the Customer's premises or injury to persons arising out of the delivery by the Supplier or its employees, agents and/or contractors of Goods to such premises; and
 - indemnifies the Supplier against any loss, damage or liability suffered or incurred by the Supplier in respect of damage occasioned to the Customer's or the third party's premises or injury to persons arising out of the delivery by the Supplier or its employees, agents and/or contractors of Goods to such premises, except for and to the extent that such loss damage or liability suffered or incurred by the Supplier arises out of the negligence or willful misconduct of the Supplier or its employees, agents and/or contractors.
- 3.8 Without limiting clause 3.4, it is a condition precedent to the supply and delivery of the concrete by Neilsens Concrete Pty Ltd that the Customer must ensure that the Delivery Site meets the requirements of the Conditions Precedent.
- 3.9 If the Conditions Precedent have not been met at the time of delivery, the Supplier may in its absolute discretion cancel the supply and delivery and the Customer will be liable to the Supplier as a debt due and payable for all loss and damage incurred by the Supplier as a consequence.
- 4. Payment**
- 4.1 Unless the Supplier grants credit to the Customer pursuant to a Commercial Credit Account and subject to the Supplier's right to withdraw credit, payment for the Goods or Services purchased from the Supplier must be made by the Customer in Australian dollars in immediately available funds prior to delivery of the Goods or provision of Services.
- 4.2 The Supplier will issue invoices for payment for all Goods and Services supplied by the Supplier, and the Customer must ensure that payment for the Goods and Services is made by the Customer to the Supplier by no later than thirty (30) days after the end of the month of the date of the Supplier's Invoice or such other date for payment as the Supplier and the Customer agree in writing.
- 4.3 If there are any additional charges or surcharges incurred on delivery as provided by clause 3 (**Additional Charges**), the Customer is liable to pay these amounts. If the Customer has a Commercial Credit Account these Additional Charges will be added to the Supplier's invoice for payment. If the Customer does not hold a Commercial Credit Account and has paid for the Goods and/or Services prior to the delivery of the Goods and/or Services the Customer must pay the Additional Charges immediately. If the Customer paid for the Goods and/or Services prior to the delivery of the Goods by credit card, the Customer authorises payment of these Additional Charges by the Supplier crediting these Additional Charges to the Customer's nominated credit card.
- 4.4 The Supplier reserves the right at any time, in the Supplier's sole discretion and without providing any reasons to the Customer, to determine that a Customer ceases to hold a Commercial Credit Account by notifying the Customer in writing and immediately upon notification the Customer will cease to hold a Commercial Credit Account. The Supplier may also determine that a Customer ceases to hold a Commercial Credit Account if the Supplier is instructed by its trade credit insurer that they will no longer insure the Customer's Commercial Credit Account.
- 4.5 The Supplier reserves the right to charge interest on any amount overdue for payment from the date it becomes due for payment until the date payment is received by the Supplier. The interest rate that is to apply is the higher of:
- the overdraft rate charged by the Supplier's principal bankers, the National Australia Bank, which is the Base Rate listed at

<https://www.nab.com.au/business/tools/rates-fees-and-charges>
plus 0.5% per annum;

- (b) 7% per annum; or
- (c) The interest rate set by practice direction under section 58 of the *Civil Proceedings Act 2011* (Qld).

- 4.6 All amounts received by the Supplier will be credited first against the accrued interest.
- 4.7 A statement signed by the Supplier's authorised representative certifying the amount of any Additional Charges or other claim by the Supplier will in the absence of manifest error be conclusive and binding of the amount due for payment.
- 4.8 All payments are to be made at Johnstone Road, Brendale Queensland 4500 or PO Box 5319 Brendale Queensland 4500 and a failure to pay or the dishonouring of a cheque tendered by the Customer will constitute a breach of these Conditions of Sale.
- 4.9 Payments made by credit card will attract a surcharge of 2.0% of the payment value, such cost is less than the Supplier's cost incurred for the credit facility by its bank.

5. Risk

- 5.1 Risk in the Goods passes to the Customer when the Supplier or its employee's agent's and/or contractor's delivery vehicle arrives at the Delivery Site. The Customer must insure the Goods against loss or damage from that time.
- 5.2 The unloading of the Goods at the Delivery Site is the Customer's responsibility at its own cost and risk but the Supplier may, without liability to the Supplier, unload the Goods at the Delivery Site if the Customer requests the Supplier to do so or is absent from the Delivery Site at the time the Supplier or its employees, agents, and/or contractors wishes to unload. The Customer releases and discharges the Supplier and its employees, agents and/or contractors from and against any claim, cause of action or liability arising out of unloading the Goods at the Delivery Site.

6. Force Majeure

If the Supplier is prevented either directly or indirectly from performing any of its obligations under these Conditions of Sale, including without limitation, making a delivery of the Goods or any part of the Goods by reason of Force Majeure it will be entitled, at its option, by notice to the Customer, either to:

- (a) extend the time for delivery of the Goods for a reasonable period; or
- (b) subject to refunding the Customer for any payment already made to the Supplier in respect of those.

7. Default by Customer

- 7.1 If there is any default or failure by the Customer in making due and punctual payment to the Supplier of any money owing by the Customer, or the Customer is Insolvent, or there is a breach by the Customer of any of these Conditions of Sale, all money payable by the Customer to the Supplier will at the Supplier's election become immediately due and payable and the Supplier may without prejudice to any other rights it may have, do any or all of the following:
- (a) suspend deliveries of further Goods to the Customer;
 - (b) terminate the contract to supply Goods in relation to Goods that have not been delivered;
 - (c) without limiting clause 4.4, withdraw any Commercial Credit Account which may have been extended to the Customer and require immediate payment of all money owing to the Supplier by the Customer; and/or
 - (d) seize, take possession of and sell or retain any Goods to which title has not passed to the Customer.
- 7.2 All Costs incurred by the Supplier relating to any action taken by the Supplier to recover money due from the Customer (including, without limitation, legal or other debt collection costs) will be payable by the Customer on demand.

8. Retention of title

- 8.1 Prior to title in the Goods passing to the Customer under the terms of this agreement, the Customer agrees with the Supplier that:
- (a) the Customer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Supplier owes to the Customer;
 - (b) the Customer cannot claim any lien over the Goods;
 - (c) the Customer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Supplier; and
 - (d) where the Customer is in actual or constructive possession of the Goods:
 - (i) the Customer will not deliver them or any document of title to the Goods to any person except as directed by the Supplier; and

- (ii) it is in possession of the Goods as a bailee of those Goods and owes the Supplier the duties and liabilities of a bailee. [Note: A bailee assumes possession and responsibility to keep Goods safe and has an obligation to return the Goods to the bailor when the bailment comes to an end.]

8.2 The Supplier and the Customer agree that:

- (a) the property of the Supplier in the Goods remains with the Supplier until the Supplier has been paid in full for the Goods under all individual contracts for the supply of the Goods between the Supplier and the Customer;
- (b) the Customer is a bailee of the Goods until such time as property in them passes to the Customer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full; and
- (c) pending payment in full for the Goods, the Customer:
 - (i) must not supply any of the Goods to any person outside of its ordinary or usual course of business;
 - (ii) must not allow any person to have or acquire any security interest in the Goods;
 - (iii) must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business; and
 - (iv) must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.

8.3 Despite clause 8.2, if the Customer supplies any of the Goods to any person before all moneys payable by the Customer have been paid to the Supplier (and have not been claimed or clawed-back by any person standing in the place of or representing the Customer), the Customer agrees that:

- (a) it holds the proceeds of resupply of the Goods on trust for and as agent for the Supplier immediately when they are receivable or are received;
- (b) it must either pay the amount of the proceeds of resupply to the Supplier immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for the Supplier;
- (c) any accessory or item which accedes to any of the Goods by an act of the Customer or of any person at the direction or request of the Customer becomes and remains the property of the Supplier until the Supplier is paid in accordance with clause 8.2(b) when the property in the Goods (including the accessory) passes to the Customer; and

9. if the Customer fails to pay for the Goods within the period of credit (if any) extended by the Supplier to the Customer, subject to, and in accordance with, the PPSA, the Supplier may recover possession of the Goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Supplier has an irrevocable licence to do so without incurring liability to the Customer or any person claiming through the Customer.

10. Application of the PPSA

- 10.1 The Customer acknowledges and agrees that the Supplier may apply to register a financing statement in respect of any security interest in the Goods at any time before or after delivery of the Goods. The Purchaser waives its rights under s 157 of the PPSA to receive notice of any verification of the registration.
- 10.2 The Supplier can apply amounts it receives from the Customer towards amounts owing to it in such order as the Supplier chooses.
- 10.3 If the Customer defaults in the performance of any obligation owed to the Supplier under these Conditions of Sale or any other agreement for the Supplier to supply Goods to the Customer, the Supplier may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions of Sale or the PPSA. To the maximum extent permitted by law, the Customer and the Supplier agree that the following provisions of the PPSA do not apply to the enforcement by the Supplier of its security interest in the Goods: section 95, 96, 121(4), 125, 130, 132(3) (d), 132(4), 142 and 143.
- 10.4 The Purchaser must promptly do anything required by the Supplier to ensure that the Supplier's security interest is a perfected security interest and has priority over all other security interests in the Goods.

11. Supply of concrete

- 11.1 If the Goods supplied comprise concrete, this clause 11 will apply.
- 11.2 Unless otherwise specified concrete supplied will be in accordance with the following Australian Standards:
 - (a) AS 1379 The specification and supply of concrete; and
 - (b) AS 1012 Methods of testing concrete.
- 11.3 Testing of concrete supplied will not automatically be carried out, but the Customer may request an assessment in accordance and under the terms of these Conditions of Sale and arranged at the

Customer's expense. Test samples will be taken only at the agitator's discharge chute. The results of such test will only be recognised by the Supplier if carried out in accordance with the standards nominated and by a registered testing authority of the National Association of Testing Authorities .

11.4 The concrete supplied is designated on the face of the Delivery Docket as follows:

- (a) the quantity of concrete;
- (b) the standard compressive strength grade;
- (c) standard slump at the point of acceptance; and
- (d) maximum nominal size of aggregate.

11.5 To the maximum extent allowed to be excluded the Supplier will not be liable in any manner whatsoever in respect of strength or any other defect which may develop in any concrete supplied if:

- (a) water is added to concrete before or after discharge from the delivering agitator without the prior written approval of the Supplier;
- (b) an admixture is used at the Customer's request;
- (c) discharge from the agitator occurs more than ninety (90) minutes after leaving the mixing plant;
- (d) in the event of delay of delivery or Non-Delivery arising from any cause beyond control of the Supplier including but not limited to unforeseen traffic conditions, plant breakdown, truck and agitator breakdown, industrial stoppages, bans and shortages of materials; or
- (e) due to mishandling, placement, curing and improper job practices by the Customer or the Customer's agents, employees and/or contractors.

11.6 A request for the reduction of water from Neilsens' kerb mix design will have an affect on compaction and negate the guarantee of twenty eight (28) days strength.

11.7 For the decorative concrete the following additional terms apply:

- (a) the aggregate and other raw materials used to make decorative concrete are products of nature and therefore are subject to variation in colour, size and shape;
- (b) minerals in the aggregate of coloured concrete can cause staining. An approved sealer will reduce the likelihood of this condition occurring. The Supplier recommends an approved same day sealer be applied to coloured concrete;
- (c) Cement Concrete & Aggregates Australia (CCAA) have recommended practice for placing decorative concrete. The Customer is recommended to refer to CCAA's recommended practices for placement;
- (d) Exposed Aggregate mixes are designed to be placed directly "off the chute" from Concrete Agitators. The Customer should consult with the Supplier if the Customer requires to place these mixes by a concrete pump;
- (e) on site water addition takes the concrete slump beyond specification and colour variation and aggregate separation may occur;
- (f) the supply of decorative concrete takes additional lead time to obtain, this should be considered in the timing of the order process for the Customer; and
- (g) Neilsens shall not accept liability for the placement and insitu compaction performance of any proprietary WALL SYSTEM concrete.

12. Liability and Indemnity

12.1 In the event of any Goods supplied by the Supplier in accordance with these Conditions of Sale failing to meet the agreed standards, the liability of the Supplier (if any) will be limited to the replacement of such defective Goods. All other guarantees, warranties, undertakings, or representations express or implied and whether arising by statute or otherwise are expressly excluded (except to the extent only that such exclusion is prohibited by law).

12.2 The Supplier will not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever (except to the extent only that such exclusion is prohibited by law).

12.3 Each Indemnity given by the Customer in favour of the Supplier pursuant to these terms and conditions is also given in favour of each of the Supplier's officers, employees, agents and contractors and may be enforced by the Supplier as agent for any indemnified person.

13. Building Industry Fairness (Security of Payment) Act 2017

13.1 The Customer and the Supplier agree that a Commercial Credit Account provided pursuant to this Commercial Credit Account Application is a construction contract to which the BIFA applies to the supply of Goods from the Supplier to the Contractor under a Commercial Credit Account, and the following terms apply:

- (a) the reference date will be the last day of the month in which the Goods were supplied;

(b) each individual invoice provided from the Supplier to the Customer will not constitute a payment claim (unless it is the only invoice provided in a single calendar month) and instead, at the end of the month the Supplier will provide a combined statement, labelled "Payment Claim", inclusive of all invoices provided from the Supplier to the Customer within a single calendar month, and such monthly statement is taken for the purposes of section 68 of the BIFA to comprise a single payment claim made on the last date of the month with a due date of 30 days from the end of the month (**Payment Claim**), and the Supplier prohibited from arguing that multiple payment claims have been made for a single reference date in breach of section 75(4) of the BIFA;

(c) if and only if clause 13.1(b) is void or unenforceable, then for the purposes of BIFA a reference date is on a daily basis, and a payment claim is made on each day which an invoice is issued with payment due 30 days from the end of the month which the invoice is provided (**Daily Payment Claim**).

(d) if payment of any Payment Claim or Daily Payment Claim is not made in full by the date for payment pursuant to clause 13.1(b) or clause 13.1(c) of these Conditions of Sale, then pursuant to section 76 of BIFA the Customer must provide a payment schedule within:

- (i) 15 days from the date which the Payment Claim was provided; or
- (ii) 15 days from the date which the Daily Payment Claim was provided.

14. Credit Limit

14.1 An amount listed in Section 3 under "Credit limit required" only constitutes the Customer's requested credit limit, and if credit is provided by the Supplier, any credit limit will be at the Supplier's sole discretion and may be higher or lower than the amount requested.

14.2 The Supplier may reduce the credit limit (if any) upon notice to the Customer in its absolute discretion without providing reasons for such reduction.

14.3 The Supplier may extend credit to the Customer **in excess of any agreed credit limit (if any) in its absolute discretion. Use by the Customer of such extended credit will be taken as acceptance by the Customer that such facility falls within these Conditions of Sale.**

14.4 **The Supplier may deny any request by the Customer for further credit at its absolute discretion without providing reasons.**

14.5 The Customer acknowledges that the Supplier only provides credit to customers where such credit is insured by the Supplier's trade credit insurers and the Customer acknowledges that the Supplier's trade credit insurer may require the Supplier to cease providing credit to the Customer, reduce the Customer's credit limit and/or not agree to a request by the Customer for additional credit, and such matters are at the sole discretion of the Supplier's trade credit insurers without any reasons to be provided to the Customer.

15. Miscellaneous

15.1 These Conditions of Sale and this Commercial Credit Account Application set out the entire agreement between the parties in relation to their subject matter.

15.2 The laws applicable to the agreement between the Supplier and the Customer are the laws of Queensland and the Customer submits to the jurisdiction of the courts of Queensland.

15.3 Nothing in these Conditions of Sale will constitute the Supplier as a subcontractor of the Customer.

15.4 A party waives a right under these Conditions of Sale only if it does so in writing and/or exchange by electronic communication by the party. Clause 15.5 applies to any waiver in writing. A party does not waive a right because it fails to exercise the right, delays exercising the right or only exercises part of the right. The exercise of a right does not prevent any further exercise of that right or of any other right. A waiver of any breach of a term of these Conditions of Sale does not operate as a waiver of another breach of the same term or any other term.

15.5 A provision of these Conditions of Sale or a Delivery Docket, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound, except where the Conditions of Sale are updated pursuant to clause 15.6 by the Supplier. If there is a waiver or variation in writing it must be confirmed by the Supplier in writing by a person authorised by the Supplier's management to make such variation or provide the waiver in writing and no other employee of the Supplier including a delivery driver under contract to the Supplier nor any other person will have any authority to waive or vary these Conditions of Sale or a Delivery Docket.

15.6 The Supplier may update these Conditions of Sale from time to time, in which case the Supplier will provide notice of such updates of its Conditions of Sale to the Customer and Guarantor, and if the Customer continues to order Goods from the Supplier from 10

business days after the Supplier has provided notice to the Customer of any updates of these Conditions of Sale, the Customer and Guarantor are deemed to have agreed to be bound by such updated Conditions of Sale.

15.7 The Supplier may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions of Sale without the consent of the Customer. The Customer may not assign or otherwise deal with the benefit of any contract made pursuant to these Conditions of Sale and/or this Commercial Credit Account Application.

15.8 The Customer and the Guarantor agree that the Supplier does not owe a duty of care to the Customer and that the Supplier has no obligation to provide instructions or warnings in regard to the Customer's use of any of the Goods, including concrete products, and the Customer warrants that it is competent in the use of the Goods.

15.9 Any provision of these Conditions of Sale that is void, illegal or unenforceable is only ineffective to the extent that it is void, illegal or unenforceable and such provision shall be excluded from these Conditions of Sale without invalidating the remaining provisions of these Conditions of Sale.

16. Electronic Signatures

In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" or similar data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) which the same force and effect as if such facsimile or ".pdf" or similar data file signature page were an original thereof.

PART E – DEFINITIONS AND INTERPRETATION

1. Definitions

1. In this document (including each of Parts A, B, C, D and E), the term:

- (a) **BIFA** means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) and any regulations under it;
- (b) **Business Day** means Monday to Friday (inclusive) excluding public holidays at the place of delivery;
- (c) **Commercial Credit Account** means an approved account for supply of Goods to the Customer on terms of payment within thirty (30) days from the end of the month which an invoice is provided from the Supplier to the Customer;
- (d) **Commercial Credit Account Application** means this application for thirty (30) days from the end of the month which an invoice is provided from the Supplier to the Customer commercial credit made by the Customer to the Supplier;
- (e) **Conditions Precedent** means the requirements in the Safe Site Delivery Checklist in **Annexure A**;
- (f) **Conditions of Sale** means the terms and conditions of Part D of this document;
- (g) **Controller** has the meaning it has in the Corporations Act;
- (h) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (i) **Costs** include charges and expenses including in connection with advisers including all reasonable recovery costs incurred by the Supplier in recovering any amounts unpaid by the Customer and/or the Guarantor on a solicitor and own client basis, and includes all duties, fees and expenses associated with the granting of the Guarantee, the registration of any caveats, withdrawals of caveats, mortgages, or discharge of mortgages and stamp duty;
- (j) **Customer** means the customer named in Part A, being an incorporated or unincorporated business, partnership, individual or Government entity, who acquires Goods from the Supplier;
- (k) **Delivery Docket** means, in respect of a delivery of Goods a delivery docket/tax invoice in a paper or Electronic form prepared by the Supplier that includes relevant information in respect of the delivery;
- (l) **Delivery Site** means the delivery address specified on the Delivery Docket as the location agreed by the Customer and the Supplier for the delivery of the Goods. Unless otherwise agreed and specified, the Delivery Site will be the kerb alignment of the nearest main road or thoroughfare, such as a street or boulevard, available to the public for use for travel or transportation specified as the delivery address;
- (m) **Force Majeure** means an act of God, war, fire, pandemic, pestilence, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies or any other cause beyond the Supplier control;
- (n) **Goods** mean all goods, products and materials sold or otherwise supplied by the Supplier to the Customer from time to time. The Goods are "other goods" for the purposes of the PPSA;
- (o) **GST** means the tax payable on Taxable Supplies within the meaning of the GST Act;
- (p) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
- (q) **Guarantee** means any guarantee and indemnity provided by a Guarantor in Part B;
- (r) **Guaranteed Money** means all amounts that are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Customer to the Supplier, including without limitation, Costs;
- (s) **Guarantor** means the person or persons named in the Details of Part B as the Guarantor. If there are more than one, Guarantor means each of them separately and every two or more of them jointly;

- (t) **Insolvent** means for the Customer (as applicable) being an insolvent under administration or insolvent or having a Controller appointed (each as defined in the Corporations Act), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from any creditors under any statute or dissolved (other than to carry out a reconstruction while solvent), if an individual, a bankruptcy notice is filed in respect of the Customer or otherwise admits in writing or is declared by a court that it is unable to pay its debts as and when they fall due;
- (u) **PPSA** means the *Personal Property Services Act 2009* (Cth) and any regulations under it;
- (v) **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations under it;
- (w) **Related Corporation** has the meaning given to the term "related body corporate" in section 50 of the Corporations Act;
- (x) **Services** means all services provided by the Supplier to the Customer from time to time.
- (y) **Supplier** means Neilsens Quality Gravels Pty Ltd ABN 19 010 620 916 and Neilsens Concrete Pty Ltd ABN 28 055 131 283 and any Related Corporations jointly and each of them severally; and
- (z) **Taxes** means taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) (together with any related interest, penalties, fines and expenses in connection with them), except if imposed on the overall net income of the Supplier.

2. Interpretation

In this document:

- (a) the singular includes the plural and vice versa;
- (b) headings are for convenience only and do not alter the interpretation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid or that act, matter or thing will be done on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not);
- (e) terms defined in the PPSA have the same meaning when used in this document unless otherwise indicated;
- (f) a reference to:
 - (i) this document includes any variation, novation or replacement of it;
 - (ii) the Customer includes a reference to its authorised representatives, employees, agents and subcontractors and the Customer's executors, administrators, successors, substitutes, (including, without limitation, persons taking by novation) and assigns;
 - (iii) the Supplier includes a reference to that person's executors, administrators, successors, substitutes, (including, without limitation, persons taking by novation) and assigns; and
 - (iv) law means common law, principles of equity, and laws made by parliament, and a reference to laws made by parliament or any legislation includes regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).

Completion Instructions

For your application to be processed, please ensure you have completed and signed both Part A (Credit Application Form) and Part B (Personal Guarantee and Indemnity). Please provide fully signed and witnessed documents to **Neilsens Quality Gravels Pty Ltd and Neilsens Concrete Pty Ltd** via Email to Melissa Foord melissa@neilsens.com.au

INTERNAL USE ONLY – CREDIT MANAGER TO COMPLETE

Credit checks complete: Yes / No. Details:

Trade references complete: Yes / No. Details:

Sales Manager allocated:

Credit Manager's recommendation:

Credit limit approved:

Approved by:

Appendix 3 Safe Site Delivery Checklist

Your Name: _____ Date: _____
 Site Location: _____ Job #: _____
 Docket #: _____ Truck #: _____ Time: _____

Take Five to Stay Alive

- 1 Stop, look, walk around
- 2 Think through the task
- 3 Identify hazards
- 4 Control and communicate
- 5 Do the job safely

Site Access

Safe and legal entry to site
eg clear visibility, traffic control, signage

Surface/grade of access safe
eg loose material, steep, soft ground

Access clear and unobstructed
eg trees, steel storage, width

Overhead clearance adequate
eg powerlines, scaffolding, roofs

Pedestrian accesses defined and safe
eg clear visibility, signage, barriers

Safe and legal exit from site
eg clear visibility, traffic control, signage

Y N

Working Space

Level ground provided
eg potholes, rocks, loose materials

Fall protection provided
eg barriers, open trenches, pits

Clear of sharp objects/protrusions
eg uncapped stir pickets/reo bar, trip hazards

Site Access

Safe reversing
eg spotter visible, clear access

Clear of overhead hazards
eg power lines, workers above

Pump positioning safe
eg clear working space to discharge

Grate in place on hopper

Hose joints have safety locks

Pump E-stop accessible

Two truck feed setup safe
(if applicable)

Y N

General (if applicable)

Adequate lighting provided

Vehicle wash down area
eg chute and wheel wash area

List any other hazards you have identified that need to be rectified: _____

List any other hazards you have identified that need to be rectified: _____

**If you don't feel safe to work on this site then stop.
 Immediately communicate any issues or changes on site to plant staff.**

