



Metromix Pty Ltd
 A.C.N. 002 886 839
 A.B.N. 39 002 886 839
 4 / 107 Phillip Street, Parramatta 2150
 P O Box 1295, Parramatta 2124
 Telephone: (02) 9849 7400
 Facsimile: (02) 9891 1274

COMMERCIAL CREDIT APPLICATION

Customer: _____	A.C.N. _____ A.B.N. _____
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Are you a: Sole Trader Partnership Pty Ltd or Ltd Company Public Co. (Ltd)

Trading/Business Name: _____

Street Address: _____ Post Code: _____

Postal Address: _____

Phone (Business): _____ Mobile: _____ Phone (After Hours): _____

REP: _____

Nature of Business: _____	Date Business Commenced: / / (If business less than 1 year old then prior business or trading names)	Business Licence No: _____ Trade/Business Licence No: _____	No. of Staff Employed: _____
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Credit Limit Required: \$ _____ (Average over two months) Email Address: _____

Details of Proprietors, Partners, Directors, Sole Traders, Company Secretary (as

Full Name & Position: _____ Home Address: _____ Home Tel : (____) _____
 DOB: _____ Drivers Licence: _____ Residence (tick) Own Renting Mortgage To: _____

Full Name & Position: _____ Home Address: _____ Home Tel : (____) _____
 DOB: _____ Drivers Licence: _____ Residence (tick) Own Renting Mortgage To: _____

Full Name & Position: _____ Home Address: _____ Home Tel : (____) _____
 DOB: _____ Drivers Licence: _____ Residence (tick) Own Renting Mortgage To: _____

Full Name & Position: _____ Home Address: _____ Home Tel : (____) _____
 DOB: _____ Drivers Licence: _____ Residence (tick) Own Renting Mortgage To: _____

Other Information

Registered Office Address: _____

Paid Up Capital _____	Value of Plant _____	Value of Property Owned _____
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Trading Bank _____ Branch _____ Account No. _____

Equipment on Lease or H.P. , State Bank/Fin Co. _____ Branch _____

Accountant's Name _____ Phone No (____) _____

Trade References

Previous quarry or concrete supplier _____	Phone () _____
Trade Reference _____	Phone () _____
Trade Reference _____	Phone () _____
Trade Reference _____	Phone () _____

I/We understand that the granting of credit will be deemed to be acceptance of the applicants request for credit and the contract will incorporate the Standard Conditions of Sale for Aggregates and Ready Mixed concrete (where applicable), and the General Credit Terms and Conditions, copies of which are attached. I/We declare that, unless otherwise stated in the application, the subject business is not structured on a trusteeship involving discretionary, unit or family trust. It is warranted that the matters set out in the application are true and correct in every particular.

* _____
 (Signature of authorised officer or applicant)

Print Name _____

Date ____ / ____ / ____

* _____
 (Signature of authorised officer or applicant)

Print Name _____

** If partnership, both to sign*

GENERAL CREDIT TERMS AND CONDITIONS

1. Payment:

The Customer shall pay the price, inclusive of GST, to Metromix prior to delivery or within any credit period agreed in writing.

Interest, Costs, Charges and Expenses:

The Customer shall pay interest on all accounts that are overdue at the rate of 1% per month compounding until the Customer pays all of the debt together with all costs charges and expenses which have been incurred by Metromix in the recovery of the said debt.

2. Property:

- (a) Property in the products shall not pass until payment in full of all monies owed, whether for the products or otherwise, and Metromix reserves the right to take possession of and dispose of the produces as it sees fit – at any time – until full payment has been made. The Customer grants permission to Metromix to enter upon any premises where any products are, in the name of the Customer, in order to do so and with such force as necessary.
- (b) Immediately upon delivery, the Customer accepts responsibility for the products.
- (c) Until payment in full, the Customer agrees:
 - i. to keep all products unpaid for as fiduciary for Metromix and store them in a manner which shows Metromix as owner;
 - ii. only to affect sale of any products in the usual course of business on condition that the Customer holds all proceeds in trust for Metromix;
 - iii. sale on terms or for less than cost shall not be “in the usual course”
- (d) The Customer agrees that a certificate purporting to be signed by an officer of Metromix identifying any products as “unpaid for” shall be conclusive evidence of non-payment and of Metromix’s title to those products.

3. Security for Payment:

- (a) The Customer agrees, on the request of Metromix, to charge in favour of Metromix:
 - i. by way of a fixed charge all books of account, financial records, goodwill, documents of title and current and later acquired real and intellectual property; and,
 - ii. by way of a floating charge, the whole of the Customers other undertaking property and assets, with payment of all monies owed to Metromix by the Customer
- (b) The Customer irrevocably appoints the Credit Manager (from time to time) of Metromix as its Attorney, to do all things necessary to create and register each such charge.

4. Customer’s Terms and Conditions:

No terms and conditions of the Customer shall apply, except where consistent with these Terms.

5. Defaults:

In the event of any breach hereof by the Customer, Metromix may (inter alia) call up all monies owed by the Customer, retain all monies 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 product not paid for – without prejudice – to any other rights of Metromix and without Metromix being liable in any way to any party.

6. Customer Restructure:

The Customer will notify Metromix in writing of any change in its structure or management including (inter alia) any change of director, substantial shareholder or management, or any change in partnership or trusteeship within seven (7) days of the date of any such change and the Customer shall continue to be liable for any amounts outstanding on this account until Metromix shall confirm in writing the receipt of the said notice.

7. Credit Limit:

If Metromix grants any credit facility or nominates any credit limit, this is an indication only of its intention at the time. Metromix can vary or withdraw any credit facility at any time at its complete discretion and without any liability whatsoever to the Customer or any party claiming through the Customer, and without affecting or derogating from these Terms or any obligation of the Customer howsoever arising.

8. Pallets:

Any pallets delivered with the goods and not returned in good order and condition to Metromix within 30 days will be deemed purchased by the Customer at the replacement cost thereof.

9. Effect of other Terms and Conditions:

These terms and conditions shall in no way be affected by any other express or implied terms contained in any “Terms and Conditions of Sale” issued in relation to the sale of any Metromix products.

PRIVACY PROTECTION INFORMATION Acknowledgement & Consent

To: Metromix Pty Limited

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

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

Authority to Obtain Credit Information

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

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

Authority to Exchange Information with Other Credit Providers

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

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

Name, Address and Signature of individual/s giving his/her consent: _____

Signature: _____

Address: _____

GUARANTEE AND INDEMNITY

In consideration of Metromix Pty Limited therein called "the Company" agreeing to sell goods, provide services or give credit to the Customer, each person named as guarantor in the Schedule has agreed to enter into this Guarantee and Indemnity in favour of the Company in their own capacity as follows:

1. The Guarantor hereby guarantees to the Company without any limitation of liability the due and punctual payment to the Company of all moneys which may now or hereafter from time to time become due or payable by the Customer to the Company for the supply of goods or services on any account and in any manner whatsoever.
2. As a separate and distinct obligation, the Guarantor hereby indemnifies the Company and agrees at all times hereafter to keep the Company indemnified from and against all damages and all costs, losses and expenses which the Company may suffer or incur consequent upon or arising directly or indirectly out of the non-payment of any of the Customer's indebtedness (whether or not by reason of legal limitation, disability or incapacity or any law or regulation relating to insolvency, bankruptcy, reorganisation and other similar laws affecting the enforceability of creditors' rights generally) and the Guarantor agrees that this indemnity shall continue and the Guarantor shall remain liable to the Company under this indemnity notwithstanding that as a consequence of such non-payment, the Company has exercised any of its rights against the Customer and notwithstanding that the Customer may be wound up and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
3. This guarantee and indemnity shall be of a continuing nature and is to remain in full force and effect notwithstanding any settlement of account, intervening payment or other matter or thing whatsoever until final discharge hereof shall have been given to the Guarantor and extend to the entire or any part of the amount that is now payable or that may become payable at any time hereafter from time to time by the Customer to the Company for any reason during the term of this guarantee and indemnity. Without limiting the generality of the foregoing, if any payment made to the Company by or on behalf of the Customer or the Guarantor shall subsequently be avoided by any statutory provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor's liability therefore hereunder and in such event the Company and the Guarantor shall be restored to the position in which each would have been and the Company shall be entitled to exercise all rights which the Company would have had if such payment had not been made.
4. The liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgences or concessions to the Customer or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights the Company against the Customer or the Guarantor or by any neglect, delay or omission to enforce such rights or by reason of the Guarantor not being given notice of any transactions or dealings between the Company and the Customer or by reason of any agreement in relation to the Customer's indebtedness being or becoming void or unenforceable or any party to any such agreement or this guarantee and indemnity failing to duly execute the same or by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from its obligations hereunder.
5. Until the Company has received all the moneys payable by the Customer or the Guarantor to the Company hereunder, neither the Customer nor the Guarantor shall be entitled on any ground whatsoever
 - either directly or indirectly to claim or receive the benefit of any dividend or payment out of the estate or the assets or the liquidation or winding up or bankruptcy of the Customer or of any other person or corporation liable jointly with the Customer or the Guarantor to the Company or liable under any security (negotiable or otherwise) now or hereafter held by the Company as security for any moneys owing or to become owing by the Customer or the Guarantor; or
 - to prove in any estate or in relation to any assets in any liquidation or winding up or bankruptcy in competition with the Company so as to diminish any dividend or payment which but for such period of claim the Company would be entitled to receive out of such estate or in relation to any assets in any liquidation or winding up or bankruptcy.
6. This guarantee and indemnity shall bind all persons comprising the Guarantor jointly and severally and this guarantee and indemnity shall bind their respective executors administrators and assigns and shall not be determined as against any remaining guarantors by the death or bankruptcy of any other of the guarantors.
7. Where the Customer is a company, society, associations of persons, or trustees, the Company is not to be concerned to see or enquire into the powers of the Customer or its directors or other agents acting or purporting to act on its behalf, nor is the Company to be concerned to see or enquire into the powers of the trustee in order to ascertain whether the trustee is functioning within the terms of his trust, and any credit in fact extended by the Company in reliance upon a professed exercise of such powers shall be deemed to form part of the principal debt and liability even though the obtaining of such credit shall be in excess of the powers of the Customer or of the Directors or other agents aforesaid or of the trustee or shall be in any way irregular information or defective.
8. The Guarantors jointly and severally hereby charge with payment of any indebtedness to the Company all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the Guarantors or any one of them. The guarantors agree that if demand is made by the Company, the Guarantors receiving such demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that the Guarantors fail to do so within a reasonable time of being so requested, the Guarantors hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by the Company to be its true and lawful attorney to execute and register such instruments.
9. This Guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to the Company by the Guarantor and in the case of death by the Guarantor's personal representative.
10. This guarantee and indemnity and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this guarantee and indemnity irrevocably submit generally and unconditionally to the jurisdiction of the Court of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this guarantee and indemnity.
11. It is expressly declared that notwithstanding the fact that this guarantee and indemnity may be intended or expressed to be executed and given by more than one person. The same shall in fact be a valid and effectual guarantee and indemnity binding upon such person or persons who shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact, subsequently execute the same.
12. Unless the subject matter or context otherwise requires; a singular includes the plural and the plural includes the singular, a reference to the gender includes a reference to each other gender.

GUARANTEE AND INDEMNITY - SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Customer or Metromix 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:

Guarantor's Name:	Signature:
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Address:

Witness Name: (Print)	Signature:
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Guarantor's Name:	Signature:
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Address:

Witness Name: (Print)	Signature:
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Guarantor's Name:	Signature:
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Address:

Witness Name: (Print)	Signature:
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Guarantor's Name:	Signature:
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Address:

Witness Name: (Print)	Signature:
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DATED this _____ day of _____, 20

IMPORTANT NOTICE: This document 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.