

APPLICATION FOR CREDIT

Registered Name of Applicant:

Trading Name of Applicant:

ACN: Date Reg:/...../..... ABN :

Type of Entity: (tick one) Sole Trader Partnership Company Trust

Registered Address:

Street Address:

Postal address:

Contact Number/s: Ph(.....)..... Fax:(.....).....

Mobile Number/s: E-mail:.....

Contact & Title for Account queries:

Name of Bank and Branch:

List Names of Owner/s and/or Director/s:

.....

Estimated Monthly Spending: \$..... Payment Method: Cash Cheque EFT Credit Card

Trade References - Must be completed (Do not include essential services or financial institutions)

1/. Name:..... Ph:(.....).....

2/. Name:..... Ph:(.....).....

3/. Name:..... Ph:(.....).....

I/we agree that I/we are authorised as representatives of the Applicant to submit this application for credit. I/We hereby certify that all the information given on this application is true and correct and agree that any falsification or misrepresentation may result in immediate termination of our account with Qld Concrete Drilling and Sawing Pty Ltd with any unpaid amounts due immediately. I/We authorise the verification of all of the above information by Qld Concrete Drilling & Sawing Pty Ltd and its representatives. I/We also agree to be bound by the terms and conditions as detailed below and overleaf. Completion of this application does not guarantee an account and acceptance or otherwise will be notified in writing. We agree to complete and submit the attached Personal Guarantee and Indemnity Form and understand that this application will not be processed until receipt of this form by Qld Concrete Drilling & Sawing Pty Ltd.

Signature of Client

Signed Position Date/...../.....

Signed Position Date/...../.....

PLEASE PRINT FULL NAME/S

TRADING TERMS:

1. REFER TO OUR COMPLETE TERMS & CONDITIONS OF TRADE LISTED ON THE REVERSE OF THIS APPLICATION
2. CLAIMS FOR PAYMENT ARE MADE UNDER THE BUILDING & CONSTRUCTION INDUSTRY PAYMENTS ACT 2004 QLD
3. CLAIMS FOR CREDIT TO BE MADE WITHIN 7 DAYS FROM RECEIPT OF INVOICE
4. TERMS ARE STRICTLY AS PER THE INVOICE. PAYMENT ON INVOICE - **NO STATEMENTS ISSUED**
5. INTEREST WILL BE CHARGED ON OVERDUE ACCOUNTS AS PER OUR TERMS & CONDITIONS OF TRADE
6. WE RESERVE THE RIGHT TO TERMINATE ANY ACCOUNT WITHOUT NOTICE

Qld Concrete Drilling & Sawing Pty Ltd – Terms & Conditions of Trade

- 1. Definitions**
 - 1.1 "Service Provider" shall mean Qld Concrete Drilling & Sawing Pty Ltd and its successors and assigns.
 - 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
 - 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
 - 1.4 "Services" shall mean all services supplied by the Service Provider to the Client and includes any advice or recommendations.
 - 1.5 "Price" shall mean the cost of the Services as agreed between the Service Provider and the Client subject to clause 4 of this contract.
- 2. Acceptance**
 - 2.1 Any instructions received by the Service Provider from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Service Provider shall constitute acceptance of the terms and conditions contained herein.
 - 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
 - 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms & conditions or with the written consent of the manager of the Service Provider.
 - 2.4 None of the Service Provider's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Service Provider in writing nor is the Service Provider bound by any such unauthorised statements.
 - 2.5 The Client undertakes to give the Service Provider not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
 - 2.6 The Services are as described on the invoices, quotation, work record and job detail sheet or any other work commencement forms as provided by the Service Provider to the Client.
- 3. Clients Responsibilities**
 - 3.1 The Service Provider shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of the Service Provider (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas).
 - 3.2 All amenity locations (including, without limitation, water, gas, electricity, telephone or any other underground amenity) are to be notified to the Service Provider prior to delivery. The Service Provider shall not be liable for any loss or damage caused due to incorrect notification of the location of any such amenities.
 - 3.3 It is the Client's responsibility to provide:
 - (a) power to within twenty (20) metres of the work site; and
 - (b) mains pressure water to within sixty (60) metres of the work site;otherwise the Client shall be liable for the Service Provider's costs in sourcing such services.
 - 3.4 The Client shall ensure that the job site is cleared of materials, tools and tackle and any other such obstacles that may hinder the proper and continued performance of the works. Where the job site is in such condition as to make it necessary for the Service Provider to attend to the cleaning and/or clearing during the execution of the work, the Client shall accordingly be charged for such labour cost at the current rates.
 - 3.5 Unless otherwise agreed, it shall be the Client's responsibility to clearly mark out in waterproof crayon, the work that is to be carried out by the Service Provider and advise the depth required. Where the Service Provider has agreed to mark out the works, the client shall accordingly be charged for the labour (at the current rates) associated therewith this is known as 'set-out time'. The Service Provider shall not be liable for any loss or damage suffered by the client as a result of incorrect marking out and/or subsequent drilling or cutting.
 - 3.6 At the completion of the works, the Client or the Client's representative shall be in attendance and the works shall then be duly measured. Should neither the Client or the Client's representative be present at such time, the Service Provider shall then carry out the necessary measurement and forward such calculations to the Client where such measurements shall be deemed to be conclusive evidence of the work carried out.
 - 3.7 The Client is responsible for control and removal of water, slurry or residue during or on completion of the work.
 - 3.8 It is the Client's responsibility to ensure that a purchase order is either supplied verbally at the time the job booking is made or supplied by fax, email or on site to the Service Provider. Payment shall not be withheld due to the Client not supplying a purchase order, nor shall the Service Provider have to request such information from the Client.
- 4. Price And Payment**
 - 4.1 At the Service Provider's sole discretion:
 - (a) The Price shall be as indicated on invoices provided by the Service Provider to the Client in respect of Services supplied; or
 - (b) The Price shall be the Service Provider's current Price, at the date of delivery of the Services, according to the Service Provider's current Price list; or
 - (c) The Price of the Services shall (subject to clause 4.2 to 4.4) be the Service Provider's quoted Price which shall be binding upon the Service Provider provided that the Client shall accept the Service Provider's quotation within thirty (30) days. Quotation deemed to be accepted upon placement of order either written or verbally.
 - 4.2 Unless otherwise arranged in writing, the drilling rates shall allow drilling of up to 12mm of steel rod per hole. Any additional reinforcing encountered shall be charged at the current rates as well as the cost of breakages to drill bits and blades caused by excessive steel.
 - 4.3 All work shall be carried out during normal working hours and any overtime shall be treated for the purpose of this contract as an extra and the client shall be charged accordingly. Normal working hours include Monday to Friday from 7:00am until 3:00pm. Starting and finishing times quoted by the Service Provider are approximate only.
 - 4.4 Should the Service Provider be required to wait on site for any reason, the Client shall be charged waiting time at the current rates.
 - 4.5 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services.
 - 4.6 At the Service Provider's sole discretion, for certain approved Clients payment will be due either seven (7) or thirty (30) days following the date of the invoice.
 - 4.7 The Service Provider may withhold delivery of the Services until the Client has paid for them, in which event payment shall be made before the delivery date.
 - 4.8 Payment will be made by cash on delivery, credit card (subject to surcharge of up to 4% of invoice amount), cheque, bank cheque, money order, EFT or by any other method as agreed to between the Client and the Service Provider.
 - 4.9 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Service Provider.
- 5. Delivery Of Services**
 - 5.1 Delivery of the Services shall be made to the Client's site address. The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery.
 - 5.2 The Service Provider may deliver the Services by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with clauses in this contract of sale.
 - 5.3 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
 - 5.4 The failure of the Service Provider to deliver shall not entitle either party to treat this contract as repudiated.
 - 5.5 The Service Provider shall not be liable for any loss or damage whatsoever due to failure by the Service Provider to deliver the Services (or any of them) promptly or at all, or if Services are delayed due to a mechanical failure.
- 6. Risk**
 - 6.1 If the Service Provider retains property in the Services, all risk for the Services passes to the Client on delivery.
- 7. Errors and Omissions**
 - 7.1 The Client shall inspect the Services on delivery and shall within seven (7) days of delivery notify the Service Provider of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Service Provider an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
 - 7.2 For defective Services, which the Service Provider has agreed in writing that the Client is entitled to reject, the Service Provider's liability is limited to either (at the Service Provider's discretion) replacing the Services or repairing the Services provided that the Client has complied with the provisions of clause 7.1.
- 8. Client's Disclaimer**

The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Service Provider and the Client acknowledges that he buys the Services relying solely upon his own skill and judgement.
- 9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 10. Intellectual Property**

The Client warrants that all designs or instructions to the Service Provider will not cause the Service Provider to infringe any patent, registered design or trademark in the execution of the Client's order.
- 11. Default & Consequences Of Default**
 - 11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
 - 11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Service Provider from and against all the Service Provider's costs and disbursements including on a solicitor and own client basis and in addition all of the Service Provider's nominee's costs of collection.
 - 11.3 Without prejudice to any other remedies the Service Provider may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Service Provider may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Service Provider will not be liable to the Client for any loss or damage the Client suffers because the Service Provider exercised its rights under this clause.
 - 11.4 If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
 - 11.5 In the event that:
 - (a) any money payable to the Service Provider becomes overdue, or in the Service Provider's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;then without prejudice to the Service Provider's other remedies at law:
 - (i) the Service Provider shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) all amounts owing to the Service Provider shall, whether or not due for payment, immediately become payable.
- 12. Security And Charge**
 - 12.1 Notwithstanding anything to the contrary contained herein or any other rights which the Service Provider may have howsoever:
 - (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Service Provider or the Service Provider's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Service Provider (or the Service Provider's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - (b) Should the Service Provider elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Service Provider from and against all the Service Provider's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) To give effect to the provisions of clause 13.1 (a) and (b) inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Service Provider or the Service Provider's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Service Provider and/or the Service Provider's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Service Provider and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Service Provider and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Service Provider's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
- 13. Cancellation**
 - 13.1 The Service Provider may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Service Provider shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - 13.2 The Client may cancel works before the Service Provider arrives on site however once on site if work is cancelled the Client will be charged the minimum charge for the Service Provider travelling to and attending site.
- 14. Privacy Act 1988**
 - 14.1 The Client and/or the Guarantor/s agree for the Service Provider to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Service Provider.
 - 14.2 The Client and/or the Guarantor/s agree that the Service Provider may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - (a) To assess an application by Client;
 - (b) To notify other credit providers of a default by the Client;
 - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
 - (d) To assess the credit worthiness of Client and/or Guarantor/s.
 - 14.3 The Client consents to the Service Provider being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
 - 14.4 The Client agrees that Personal Data provided may be used and retained by the Service Provider for the following purposes and for other purposes as shall be agreed between the Client and Service Provider or required by law from time to time:
 - (a) provision of Services;
 - (b) marketing of Services by the Service Provider, its agents or distributors in relation to the Services;
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
 - 14.5 The Service Provider may give, information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 15. General**
 - 15.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 15.2 All Services supplied by the Service Provider are subject to the laws of Queensland and the Service Provider takes no responsibility for changes in the law which affect the Services supplied.
 - 15.3 The Service Provider shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Service Provider of these terms & conditions.
 - 15.4 In the event of any breach of this contract by the Service Provider the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the Price of the Services. The Client shall not set off against the Price amounts due from the Service Provider.
 - 15.5 The Service Provider may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 15.6 The Service Provider reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Service Provider notifies the Client of such change.
 - 15.7 Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.