

## APPLICATION FOR COMMERCIAL CREDIT

### (the Contract)

This Application shall be in respect of **INDUSTRIAL SANDS & GRAVELS PTY LTD (ACN: 072 258 158)** ("the Company") trading as **Palladium Quarries**

Name of Applicant: ..... ("the Applicant/him") ACN.....

Trading Name/Business Name (if any)..... Business Name Registration No.....

Structure: (Please tick) **Public Company** ☐ **Proprietary Company** ☐ **Partnership** ☐ **Sole Trader** ☐

Date Business Commenced ...../...../..... Australian Business Number (ABN) .....

Nature of Business/Main Business Activity ..... Number of Employees .....

Postal Address ..... Post Code .....

Business Address ..... Owned ☐ Renting ☐

..... Post Code .....

Telephone Number ( ) ..... After Hours ( ) .....

Business Facsimile ( ) ..... Mobile Phone .....

WEB Address ..... Email Address .....

Contacts – Booking Officer/Authorised Officer ..... Accounts Payable Officer .....

Has Applicant or any associated company or person traded with **INDUSTRIAL SANDS & GRAVELS PTY LTD** in the past? YES ☐ NO ☐

(If yes) under what name? .....

Details of: (Please tick) **Directors** ☐ **Sole Trader** ☐

1. Name in Full ..... Date of Birth .....  
Position/Occupation ..... Licence No .....  
Residential Address ..... Owned ☐ Renting ☐  
..... Post Code .....

2. Name in Full ..... Date of Birth .....  
Position/Occupation ..... Licence No .....  
Residential Address ..... Owned ☐ Renting ☐  
..... Post Code .....

Bank ..... Branch ..... Account No.....

Name/Title of Account ..... Contact Name ..... Tel No. ( ).....

Overdraft Facility Details .....

Accountant/Auditor ..... Telephone No. ( ) .....

#### Trade References (Major Supplies)

1. .... Telephone No. ( ) ..... Account No .....  
2. .... Telephone No. ( ) ..... Account No .....  
3. .... Telephone No. ( ) ..... Account No .....

Anticipated Monthly Credit Requirement: \$ .....

Does the applicant trade as a Trading Trust? YES ☐ NO ☐

Please specify type of Trust Discretionary ☐ Unit ☐

If yes, please provide a copy of the Trust Deed

Signed by the Applicant

X .....

X .....

#### Acknowledgement

1. The Applicant acknowledges the definitions used in this contract are contained in the Terms and Conditions of Sale. A copy of the Terms and Conditions of Sale are available on request and are published at the website [www.palladiumquarries.com.au](http://www.palladiumquarries.com.au).
2. The Applicant acknowledges that all contracts for the sale of Goods by the Company to the Applicant shall be subject to the Terms and Conditions of Sale, unless it receives written notice to the contrary.
3. The Applicant acknowledges that the establishment of credit facilities by the Company shall be subject to the executing of the guarantee, indemnity and charge provided with this contract, if the Company so requires the Applicant, or some other person to execute the guarantee and indemnity herein.
4. The Applicant declares that the credit granted by the Company is used wholly or predominantly for business or investment purposes.
5. The Applicant declares that the Company may:
  - a. obtain credit reports from credit reporting agencies or other credit providers to assess this and any other application which the Applicant makes for commercial credit;
  - b. obtain information from any other credit providers from time to time to review and assess the Applicant's commercial creditworthiness;
  - c. disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in the Company's possession relating to the Applicant's application and the administration of the Applicant's credit facility;
  - d. the Applicant acknowledges that the authorisations contained in this document will continue to remain in full force and effect until all credit facilities cease to be made available and all amounts owing to the Company are paid in full.
6. If this application for credit is approved, it is unconditional that such credit is extended to the Applicant named in the application and that the Applicant will be jointly and severally liable for any debt incurred under this agreement and agree to abide by the Terms and Conditions of Sale.
7. The Applicant acknowledges that this contract will be scanned as an image. Should it be necessary to prove the existence of this contract, the Applicant agrees that an image retrieved and certified by an employee of the Company as being a true reproduction of the scanned image retrieved and printed into hard copy form shall be deemed to be conclusive proof of this contract and the contents.

#### Specific Charge over the Applicant's Property:

8. The Applicant hereby charges all his beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of the Company whether a demand has been made on the Applicant.
9. The Applicant authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgement of a Caveat upon any Title of the Applicant's Real Property. The Applicant hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Applicant with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
10. The Applicant acknowledges that if the charge created by this contract is or becomes void or unenforceable, it may be severed from this contract without any effect on its validity and both the Applicant and any Guarantor shall not be exonerated in whole or in part, nor shall the Company's right, remedies or recourse against the Applicant or any Guarantor be in any way prejudiced or adversely affected by such severance.

11. To secure payment to the Company of the debt owing, the Applicant acknowledges and agrees that:
- the Company 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 Applicant waives its rights under Section 157 of the Personal Property Security Act (PPSA) to receive notice of any verification of the registration
  - The Company can apply amounts it receives from the Applicant towards amounts owing to it in such order as the Company chooses.
  - If the Applicant defaults in the performance of any obligation owed to the Company under these Conditions of Sale or any other agreement for the Company to supply Goods to the Applicant, the Company 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 Applicant and the Company agree that the following provisions of the PPSA do not apply to the enforcement by the Company of its security interest in the Goods: Sections 95, 96, 121(4), 125, 130, 132(3) (d), 132(4), 142 and 143.
  - The Applicant must promptly do anything required by the Company to ensure that the Company's security interest is a perfected security interest and has priority over all other security interests in the Goods.

#### **TERMS OF COMMERCIAL CREDIT**

**The Applicant acknowledges that he has received a copy of the Terms and Conditions of Sale and the Commercial Credit Privacy Policy prior to him signing this Contract.**

The person further warrants that he has read and fully understands the nature and effect of the Terms and Conditions of Sale and further: -

- The Applicant has authority to sign on behalf of and to bind the Applicant;
- That the information provided in this document is true and correct in every detail;
- The Applicant agrees to provide updated financial and trading information as the Company may reasonably require from time to time;
- The Applicant irrevocably grants permission to the Company and its appointed agents, before, during or after the provision of credit to give and receive information about the Applicant to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Law, or otherwise. This information may concern the Applicant's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Applicant and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the Law, or otherwise.
- The Applicant hereby indemnifies the Company and its appointed agents in respect of any claims or actions arising out of the obtaining and providing of information concerning the Applicant.
- This Agreement shall be governed by and construed in accordance with the laws from time to time in force in Victoria and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of that State and any Courts competent to hear appeals therefrom.
- The Applicant acknowledges that in the event the account is in default of the terms and conditions of credit or any associated guarantees and/or indemnities and as the Company incurs legal costs, Court costs or any other associated costs in the pursuit of collection of any outstanding amounts owing by the Applicant, then the Applicant shall pay these to the Company on an indemnity basis.

#### **Change to the Particulars of the Proprietors or the Business.**

The Applicant hereby undertakes to advise the Company within 7 days by certified mail of any change in:-

- the address of the business and the address at which the Goods will be located (if it differs to the business address);
- the trading name of the business;
- the person(s), the Directors, the Trustee or the partnership conducting the business;
- the ownership of the business.

- e) The Applicant agrees that where such a change occurs the Applicant and any guarantor shall remain liable for any debt incurred prior to notification of this change.

Signed on behalf of The Applicant by **Directors** **Partners** **Sole Trader**

**PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED**

X .....

Signature

Date ..... / ..... / .....

X .....

Signature

Date ..... / ..... / .....

X .....

Signature

Date ..... / ..... / .....

X .....

Signature

Date ..... / ..... / .....

.....

Print Name and Title

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Print Name and Title

.....

Print Name and Title

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Print Name and Title

**INDUSTRIAL SANDS & GRAVELS PTY LTD USE ONLY**

Sales comment in support

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Account, terms or other commercial arrangement – details:

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Sales Area \_\_\_\_\_ Representative \_\_\_\_\_ INDUSTRY \_\_\_\_\_

Endorsed by Representative \_\_\_\_\_ DATE \_\_\_\_\_

Approved by Financial Controller / General Manager \_\_\_\_\_ DATE \_\_\_\_\_

Signed by the Applicant X .....

X .....

## DEED OF GUARANTEE, INDEMNITY, AND CHARGE

TO: **INDUSTRIAL SANDS & GRAVELS PTY LTD (ACN: 072 258 158)**  
**194-196 High Street Belmont, Victoria, 3216.** ("the Company")

In consideration of the Company providing or continuing to provide Goods and/or supplying credit accommodation to the \_\_\_\_\_ ("the Applicant") or not commencing or continuing legal action against the Applicant at the request of the Guarantor and for the business of the Application, the Guarantor in his or her personal capacity enters this Deed and agrees with the Company as follows:

### Guarantee:

1. To guarantee and be responsible for the payment of the Debt owing to the Company by the Applicant.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Debt owing from the Applicant to the Company.
3. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods and/or credit to the Applicant.
4. Where the Guarantor consists of more than one person, this Deed will remain enforceable against all person signing as Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. The Company may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Applicant or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by the Company under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Applicant which is later avoided by the application of any statutory provision shall be deemed not to discharge the Applicant's indebtedness and in such event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where the Guarantor has the right to prove in any insolvency administration of the Applicant, the Guarantor must do so and hold any dividends received on trust for the Company.

### Indemnity:

9. The Guarantor indemnifies the Company against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis in any way out of its dealings with the Applicant; the intent being that the Guarantor is primarily liable for the payment to the Company of such losses and expenses and of all amounts owing to the Company.

### Application of Mortgage & Caveat

10. The Guarantor hereby:
  - 10.1 charges all of its, his or her beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of the Company whether or not a demand has been made on the Applicant of the Guarantor;
  - 10.2 Agrees to deliver to the Company within seven (7) days of written demand a Memorandum of Mortgage in registerable form and that all amounts owing are payable on demand incorporating the covenants in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
  - 10.3 Authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgement of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery

may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

10.4 If the charged created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance

11. A Certificate signed by a Director, Secretary, Financial Controller or Credit Manager of the Company shall be prima facie evidence of the amount of **the debt** owed by the Applicant or Guarantor at this time
12. The Guarantor acknowledges that the Company has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
13. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Applicant regarding the Applicant's past and prospective dealings with the Company and is satisfied with the Applicant even if these changes increase the Guarantor's liability under the Deed.
14. This Deed will be construed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of Victoria applying the laws of the State of Victoria.
15. He/She/They irrevocably grant permission to the Company before, during or after the provision of credit to give and receive information about the Guarantor to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Law, or otherwise. This information may concern the Guarantor's Applicant Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Guarantor and his/her or its business and may be used to assess or review at any time the Applicant's credit worthiness or to collect any overdue payments and/or to provide credit reference in accordance with the provisions of the Law, or otherwise.

**THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF IT'S MEANING  
AND EFFECT YOU SHOULD SEEK LEGAL ADVICE**

PLEASE ENSURE YOUR COMPANY SEAL DOES NOT APPEAR ON THIS DEED

**Item 1: The Applicant**

..... ACN:

**Item 2: The Guarantor(s)**

Name ..... Address .....

Name ..... Address .....

**EXECUTED AS A DEED**

IN WITNESS I SET MY HAND AND SEAL AT ..... ON THIS ..... DAY OF .....

SIGNED by

..... )  
(Print Name of Guarantor) )  
..... )  
of ..... )  
..... )  
(Address of Guarantor) ) **X** .....  
(Signature of Guarantor)

Before .....  
(Signature of Witness)

.....  
(Print Name of Witness)

of.....

.....  
(Address of Witness)

SIGNED by

..... )  
(Print Name of Guarantor) )  
..... )  
..... )  
(Address of Guarantor) )  
..... ) **X** .....  
(Signature of Guarantor)

Before .....  
(Signature of Witness)

.....  
(Print Name of Witness)

of.....

.....  
(Address of Witness)

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