



GROUNDWORKS AUSTRALIA PTY LTD
ACN 106 065 338

CONFIDENTIAL APPLICATION FOR COMMERCIAL CREDIT

PLEASE TICK APPROPRIATE BOX

New Applicant

Change of Ownership of Applicant

Amendments to Details

1.	Account Name (The Applicant):				
2.	Type of Business (*Company/*Trust/*Partnership/Sole Trader/Other):				
	ABN No.:		ACN No.:		(*Directors/ *Trustees to complete Annexure B)
		(If			
3.	Business Address:			Postcode:	
	Email Address:		Tel: ()	Fax: ()	
4.	Delivery Address		Tel: ()		
5.	Postal Address:				
6.	Type of Purchase: (eg. Mulch)				
7.	Materials:	Quantity:	Value	\$	
8.	Contact (Merchandising)	Mble:	Tel: ()	Fax: ()	
9.	Estimated Monthly Purchase:		Credit Request:	\$	
		\$			
10.	*Contact Details of all Proprietors/Directors/Trustees:				
	Name:	Address:		P/Code	
	Phone No.:	Mobile No.:	Drivers Licence No.:		
	Name:	Address:			
	Phone No.:	Mobile No.:	Drivers Licence No.:		
	Name:	Address:			
	Phone:	Mobile No.:	Drivers Licence No.:		
11.	Trade References :				
	Business Name		Suburb	Telephone	

Please take a copy for your records and mail original to: PO Box 1171 Kenmore Qld 4069
Please note our trading terms are strictly 30 days..... **Thank you for choosing**



TERMS AND CONDITIONS

GROUNDWORKS AUSTRALIA PTY LTD
ACN 106 065 338



Terms and Conditions of this contract to be signed by each Applicant. Please read carefully before signing or obtain suitable legal advice prior to signing.

1. **APPLICATION:** I/We, on behalf of the Applicant hereby apply for a credit account with **Groundworks Australia Pty Ltd ('GW')** for goods and services ('goods'). I/We certify that I am/we are authorised by the Applicant to make this application and have authority to bind the Applicant to it.
2. **PAYMENTS:** Payment of money owing under this Account is to be made in full at the end of the trading month following the month in which delivery is made. The term trading month means **GW's** accounting month. If payment is not made by the due date I/We shall pay interest on the amounts outstanding at a rate which is the higher of 1.5% per month, or 2% greater than the rate which would be charged by the Westpac Banking Corporation to a Customer on an overdraft of \$100,000.00 or at the maximum rate allowed under any relevant legislation, as at the end of each trading month, or pro-rata until the debt and interest is paid in full. I/We agree that the interest or any unpaid proportion thereof shall be capitalised monthly.
3. a) **AUTHORISATION FOR ACCESS BY SELLER TO CONSUMER CREDIT APPLICATION FOR A COMMERCIAL CREDIT APPLICATION (SECTION 18K OF THE PRIVACY ACT, 1988):** As part of **GW's** normal credit assessment procedures, each of the undersigned Applicant/s consent to **GW** obtaining credit reports and information about the Applicant/s from:
 - i) any business which provides information about commercial credit worthiness of the persons or entities and/or personal credit information about the Applicant/s or its beneficial owners.
 - ii) any Mercantile Agency which is to support the Application or to assist in the collection of any debt;
 - iii) any supplier or party nominated by the Applicant/s in the Application as a Trade Referee;
 - iv) any other creditor or the Applicant/s who is/are a Credit Provider(s) as defined in the Privacy Act
- b) **EXCHANGING INFORMATION WITH OTHER CREDIT PROVIDERS (SECTION 18N OF THE PRIVACY ACT 1998):** The Applicant agrees to **GW** obtaining personal information about the Applicant from other Credit Providers, whose names the Applicant may have provided to **GW** or that may be named in the Credit Report for the purpose of assessing this Application for Commercial Credit.
4. **TERMS AND CONDITIONS OF SUPPLY:** The Applicant accepts **GW's** General Terms and Conditions of Sale which are displayed in the office and are provided to the Applicant before delivery. It is further agreed that:
 - a) Orders for goods and services are accepted and goods and services are supplied subject to the terms and conditions herein.
 - b) When goods ordered are delivered in the absence of the Applicant, the delivery driver shall acknowledge such delivery on behalf of the Applicant.
 - c) Except for those conditions and warranties implied by The Fair Trading Act, or The Trade Practices Act 1974 as amended from time to time, or other sales of goods or consumer protection legislation which may not be excluded, the Buyer agrees that he/she has not relied on any inducement, representation or statement made by or on behalf of **GW** in purchasing the goods or services and that there are no implied conditions or warranties herein and no collateral contract in connection herewith, except as may be in writing and signed by a duly authorised representative of **GW** and that in no circumstances will **GW** incur any liability of any nature whatsoever in respect of or arising out of or in connection with any loss, damage, harm or injury whether special, consequential, direct or indirect, suffered or incurred by the Buyer, or any third party.

- d) The liability of **GW** for a breach of any duty of care shall in all cases be limited, as far as may be permitted by law, at the option of **GW**, to replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods or the supplying of the services again or the payment of the costs of having the services supplied again and, without limiting the generality of the foregoing, shall not include liability of any nature whatsoever in respect of, or arising out of, in connection with or for any injury suffered or incurred as a result of any such breach.
- e) Title and Property of the goods shall not pass until such time as the goods have been paid for in full which, in the case of a payment by cheque, shall mean when the cheque is duly honoured. If payment for goods is not made on the due date or, prior to the due date, the Applicant, being an individual, commits an act of bankruptcy, or being a Company goes into liquidation or suffers a Receiver or Receiver and Manager or Administrator to be appointed or enters into a scheme of arrangements with its creditors, or if the Applicant is, in the opinion of **GW**, unable to pay its debts as they fall due, then the whole of the amount due by the Applicant shall become immediately repayable without further notice or demand and **GW** is irrevocably authorised to enter the Applicant's premises without notice to the Applicant, forcibly if necessary, and to use any plant, machinery, equipment or reasonable force to take possession for the unpaid goods without liability for payment of compensation of any sort. The Applicant irrevocably authorises **GW** to remove the unpaid goods without liability to the Applicant or any person claiming through the Applicant. **GW** shall not be liable for any failure by it to perform in accordance with these terms and conditions, or any agreement of supply, or for any loss or damage suffered by the Applicant in consequence thereof, which failure arises from any cause whatsoever beyond the reasonable control of **GW**.
- f) The Applicant acknowledges and agrees that this application and any contract or agreement between the Applicant and **GW** is governed by and to be construed in accordance with the laws of the State of Queensland, Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.
5. **WITHDRAWAL, CESSATION OR VARIATION OF CREDIT FACILITY:** **GW** reserves the right to withdraw credit facilities, or to vary the terms of provision of credit facilities, or to cease to supply the Applicant at any time without prior notice to the Applicant and without giving any reason whatsoever.
6. **OVERDUE ACCOUNTS:** The credit facilities may be withdrawn immediately on overdue accounts or if payment is made by cheque which is subsequently dishonoured.
7. **CHANGE OF OWNERSHIP:** **GW** must be immediately notified in writing in the event of any change of ownership of the Applicants where applicable. The Applicant agrees to indemnify **GW** against any loss.
8. **CREDIT LIMITS:** **GW** may from time to time place limits on the amount of credit extended to the Applicant.
9. **AUTHORITY AND INDEMNITY:** The Applicant hereby gives to **GW** an irrevocable authority to provide information about the Applicant to another party where the Applicant has nominated **GW** as a Trade Referee to that other party. In these circumstances the Applicant hereby indemnifies **GW** against any loss or damage suffered by the Applicant due to the release of such information.
10. **INTERPRETATION:** For the purpose of these terms and conditions, words importing the singular or plural include the plural and singular respectively, and words importing the masculine include the feminine or neuter gender.

SIGNED/SEALED by the Applicant/s in the presence of:

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 Signature of Witness

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 Name and Address of Witness

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 Signature of Witness

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 Name and Address of Witness

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 Signature of Witness

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 Name and Address of Witness

.....
 Proprietor's Signature/Company Seal or Authorised Signatory

Date: / /

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 Proprietor's Signature/Company Seal or Authorised Signatory

Date: / /

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 Proprietor's Signature/Company Seal or Authorised Signatory

Date: / /

APPLICABLE TO COMPANIES AND TRUSTS

GROUNDWORKS AUSTRALIA PTY LTD
ACN 106 065 338



GUARANTEE and INDEMNITY

IN CONSIDERATION OF Groundworks Australia Pty Ltd ("**GW**"), at the request of the person undersigned (collectively the "**Guarantor**"), agreeing to supply and/ or continue to supply [COMPANY NAME OR TRUST] _____ ("**Debtor**") of [REGISTERED ADDRESS] _____ with goods and/ or services from time to time ("**Agreement**"):

THE GUARANTOR(S) JOINTLY AND SEVERALLY agree with **GW** as follows:-

1. That the Guarantor will pay to **GW**, within seven (7) days from the date of demand by **GW**, any moneys which may be owing by the Debtor for all and any goods and/ or services supplied by **GW** to the Debtor from time to time; notwithstanding that the Guarantor may not have notice of any neglect or omission on the part of the Debtor to pay for such goods and/ or services in accordance with the terms agreed upon between **GW** and the Debtor.
2. This undertaking is a continuing Guarantee to **GW** for the whole of the Debtor's indebtedness or liability to **GW** in respect of any Agreement, or upon any other account howsoever arising, notwithstanding any waiver or indulgences which **GW** may give to the Debtor, from time to time, with respect to any default in the payment to **GW** by the Debtor under any Agreement.
3. This Guarantee will continue and the Guarantor will remain liable to **GW** under this Guarantee notwithstanding that the Debtor may be wound up and/ or that any payment made to **GW** by or on behalf of the Debtor that may subsequently be avoided by any statutory provisions or otherwise, and such payment will be deemed not to have discharged the Guarantor's liability under this Guarantee and in such an event the Debtor and **GW** will be restored to the position in which each would have been and be entitled to exercise all rights which each would have had if such payment had not been made.
4. Even if the obligations of the Debtor in any Agreement is unenforceable by **GW** for any reason, the Guarantor indemnifies **GW** in respect of any loss incurred by **GW** in respect of **GW** entering (whether in the past or in the future) into any transactions with the Debtor contemplated by this Guarantee including but not limited to legal costs and outlays on an indemnity basis in order to recover or attempt to recover any outstanding amount.
5. **GW** will be at liberty without discharging the Guarantor from Liability under this Guarantee to grant time or other indulgence to the Debtor in respect of any Agreement and to accept payment from the Guarantor in cash or by any means of negotiable instruments, and to treat the Debtor in all respects as though the Guarantor were liable as debtors of **GW** instead of being merely sureties for the Debtor.
6. This Guarantee shall not be affected by **GW** altering the terms of any agreement with the Debtor.
7. As part of its normal credit assessment procedures, each of the undersigned Guarantor/s hereby authorises **GW** to obtain credit reports and information pertaining to the Guarantor/s pursuant to Section 18N of the Privacy Act 1988 from:
 - (a) Any business which provides information about the commercial credit worthiness of the persons or entities and/or personal credit information about the undersigned Guarantors.
 - (b) Any Mercantile Agency to either support this Guarantee or to assist in the collection of any debt.
 - (c) Any other creditor of the Guarantor who is a Credit Provider as defined in the Privacy Act 1988.
 Each undersigned Guarantor hereby agrees to **GW** obtaining personal information about themselves from other Credit Providers whose names each individual Guarantor may have provided to **GW** or that may be named in a Credit Report for the purpose of assessing their capacity and commercial creditworthiness to comply with the Terms and Conditions of this Guarantee.
8. In order to give full effect to the provisions of this Guarantee the Guarantor waives all rights inconsistent with such provisions that the Guarantor might otherwise, as sureties, be entitled to claim and enforce.
9. The Guarantor acknowledges that **GW** may at any time and without giving any notice to the Guarantor refuse further credit or supplies of goods and/ or services to the Debtor, and grant to the Debtor or to any drawers, acceptors or endorsers of Bills of Exchange, promissory notes or other securities received by **GW** from the Debtor, or on which the Debtor may be liable to **GW** any time, concession or other indulgences, and compound with the Debtor or them respectively without discharging or impairing the Guarantor's liability under this Guarantee.
10. This Guarantee will be enforceable against the Guarantor, notwithstanding that any negotiable or other securities referred to in this Guarantee, or to which it applies, will at any time of any proceedings taken against the Guarantor under this Guarantee, be outstanding or in circulation or released.
11. Each Guarantor will be bound by this Guarantee even if the document is not valid or properly executed by any other Guarantor or if any other Guarantor is discharged.
12. For the purpose of this Guarantee, words importing the singular or plural include the plural and singular respectively, and words importing the masculine include the feminine or neuter gender.
13. Prior to signing this Guarantee I/We have had the opportunity to seek independent legal advice in relation to this Guarantee and confirm that I/we have read, understood and accept the terms and conditions of this Guarantee.

DATED this _____ day of _____ 200 _____

SIGNED, SEALED AND DELIVERED by each Guarantor in the presence of:

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Signature of Guarantor

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Name of Guarantor in BLOCK LETTERS

Date: / /

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Signature of Guarantor

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Name of Guarantor in BLOCK LETTERS

Date: / /

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Signature of Guarantor

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Name of Guarantor in BLOCK LETTERS

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Signature of Witness

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Name and address of Witness

Date: / /