

## CREDIT ACCOUNT APPLICATION, TERMS AND CONDITIONS

### HOW TO COMPLETE YOUR APPLICATION

1. Complete the Section of Part 2 which applies to you and complete Parts 3 and 4;
2. Have Guarantors complete and sign Part 6 (if required by us);
3. Read the Credit Conditions set out in Part 5 and the Supply Conditions set out in Part 7;
4. Read Part 8;
5. Sign Part 9; and
6. Mail the completed and signed form and **all original documents** to:

Please note accounts will not be opened until a complete originally executed application is received, credit checks have been completed, and credit approval is granted.

<b>Part 1 - Supplier</b>			
<p>If your application for credit is approved, the Credit Conditions in Part 5 of this form (as amended from time to time in accordance with their terms) will apply to the provision of any credit to you by a Supplier. Whether or not your application for credit is approved, the Supply Conditions in Part 7 of this application (as amended from time to time in accordance with their terms) will apply to the supply of goods and services, and the hire of equipment, to you by a Supplier.</p> <p>In this form, <b>Supplier</b> means any of PPK Mining Equipment Group Pty Ltd ABN 26 121 201 705 (<b>PPKME, we or us</b>) and its related bodies corporate (as defined in the <i>Corporations Act 2001</i> (Cth) (as amended)), and any of their successors or assigns, and <b>Conditions</b> mean the Credit Conditions and the Supply Conditions.</p> <p>If your application for credit is approved, we will notify you of that approval and the credit limit which applies to your account (which may differ from the amount requested by you in this form).</p>			
<b>Part 2 - Customer</b> - complete the section below which applies to you			
<b>Section 1: Customer is an individual (sole trader)</b>			
<i>Customer name (as recorded in drivers licence – see note below)</i>			
<i>Date of birth (as recorded in drivers licence – see note below)</i>			
<i>Registered business name (if any)</i>			
<i>Customer street address</i>			
<i>Customer postal address</i>			
<i>Customer contact details</i>	<i>Email</i>	<i>Telephone</i>	<i>Mobile</i>
<i>Declaration by Customer as to proposed use of goods purchased from Supplier</i>	<i>I declare that any goods I purchase from Supplier will / will not (strike out whichever does not apply) be held by me in the course or furtherance, to any degree, of carrying on an enterprise to which an ABN has been allocated.</i>		
<p><i>Note: If Customer does not have a drivers licence, provide details as recorded in Proof of Identity Card or Proof of Age Card. If Customer does not have any of these, please contact us for alternatives. Provide a photocopy of the drivers licence or Proof of Identity Card or Proof of Age Card when returning this form.</i></p>			
<b>Section 2: Customer is a company</b>			
<i>Customer name (as recorded in its constitution or equivalent document)</i>		<i>Customer ACN (if any) or ARBN (if any)</i>	<i>Customer ABN (if any)</i>
<i>Registered business name (if any)</i>			
<i>Customer street address</i>			
<i>Customer postal address</i>			
<i>Customer contact details</i>	<i>Name of contact person</i>	<i>Telephone</i>	<i>Email</i>

<b>Section 3: Customer is a partnership</b>			
Name of Partnership			
ABN of Partnership (if any)			
<b>Details of Partners</b> If partner is an individual – provide full name and date of birth (each as recorded in drivers licence – see note below)  If partner is a company or other body corporate – provide ACN or ARBN. If no ACN or ARBN, provide full name as recorded in company's or body's constitution or equivalent document.	Partner 1 details:	Partner 2 details:	Partner 3 details:
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email
<i>Note: If the partner does not have a drivers licence, provide details as recorded in Proof of Identity Card or Proof of Age Card. If the partner does not have any of these, please contact us for alternatives. Provide a photocopy of the drivers licence or Proof of Identity Card or Proof of Age Card when returning this form.</i>			
<b>Section 4: Customer is the trustee of a trust</b> - if you are a trustee, complete this section in addition to one of Section 1, 2 or 3			
Name of Trust		ARSN (if any) or ABN (if any) of Trust	
<b>Details of Trustee</b> If there is more than one trustee, include details for each trustee.  If trustee is an individual – provide full name and date of birth (each as recorded in drivers licence – see note below)  If trustee is a company or other body corporate – provide ACN or ARBN. If no ACN or ARBN, provide full name recorded in company's or body's constitution or equivalent document.	Trustee 1 details:	Trustee 2 details:	
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email
<i>Note: If the trustee does not have a drivers licence, provide details as recorded in Proof of Identity Card or Proof of Age Card. If the trustee does not have any of these, please contact us for alternatives. Provide a photocopy of the drivers licence or Proof of Identity Card or Proof of Age Card when returning this form.</i>			

Part 3 - Details of directors, shareholders and trust beneficiaries			
Name of or director, shareholder or trust beneficiary	Address	Phone	DOB
Part 4 - Requested credit limit, banking details and trade referees			
Requested credit limit:	\$	(per month)	
Banking details:	Bank:	BSB:	Account No:
Trade referees (x3):	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
Part 5 - Credit Conditions			
1.	Customer warrants that all the information provided by it in this application is accurate, correct and complete as at the date signed by Customer. If at any future time there is any change to the information regarding Customer provided by it in this form, Customer agrees to notify PPKME of the change immediately.		
2.	PPKME may accept or reject the application for credit made in this form in its absolute discretion. Customer agrees that it is not entitled to any credit unless and until it receives notice in writing from PPKME that credit has been approved and the maximum amount of credit approved ( <b>Credit Limit</b> ). Until Customer receives such notice, any goods or services that are to be supplied to Customer by a Supplier and any equipment to be hired to Customer by a Supplier will only be provided on a cash in advance basis.		
3.	Customer agrees that the Credit Limit is a maximum limit, and Customer is required to ensure at all times that the aggregate amount of all outstanding invoices issued by Suppliers to Customer is less than the Credit Limit. If the aggregate amount of all outstanding invoices reaches (or, with the further supply of goods or services or the further hire of equipment, would reach) the Credit Limit, then any goods or services that are to be supplied to Customer by a Supplier and any equipment to be hired to Customer by a Supplier will only be provided on a cash in advance basis.		
4.	Customer may apply to increase or reduce the Credit Limit at anytime in writing. PPKME may agree or refuse to increase the Credit Limit in its absolute discretion and, if it agrees, on such conditions as PPKME requires (for example, the provision of a bank guarantee or, if not previously provided, the provision of a guarantee and indemnity by officer(s) or shareholder(s) of Customer or by beneficiaries of the trust of which Customer is trustee). PPKME may reject an application to reduce the Credit Limit if the requested Credit Limit is less than the aggregate amount payable by Customer under outstanding invoices issued by Suppliers to Customer.		
5.	If Customer's application for credit is approved, then:		
(a)	All invoices of a Supplier to Customer must be paid in full within <b>30 days</b> after the date of invoice. Credit, and the delivery of goods and/or services, and/or the hire of equipment, by any Supplier to Customer, may be suspended if payment is not made when due.		
(b)	If Customer defaults in making any payment when due, then all money payable to any Supplier by Customer becomes immediately due and payable.		
(c)	A Supplier may charge interest at the rate of <b>2.5% per calendar month</b> on all amounts due to it from Customer which remain unpaid, from the due date for payment until the date payment is received.		
(d)	A dishonour fee of \$25.00 is payable by Customer in respect of any cheque received from Customer which is not honoured upon presentation.		
(e)	Customer is liable for all costs, charges and expenses incurred by a Supplier in recovering any outstanding monies including debt collection agency fees, administration fees and legal costs (on a full indemnity basis). Such amounts must be paid by Customer on demand.		
(f)	The credit granted to Customer may be reduced, suspended until further notice, or terminated at any time by PPKME by written notice to Customer. If credit is terminated, all money payable by Customer to any Supplier becomes immediately due and payable.		
(g)	PPKME may at any time impose as a condition precedent to the granting of any further credit or the maintenance of the existing credit limit, the requirement that Customer gives or procures such security or additional security as is required by PPKME in its absolute discretion. A Supplier is entitled to withhold the supply of goods and/or services and/or the hire of equipment until such security or additional security is provided.		
(h)	If any invoice issued by a Supplier to Customer is overdue, any Supplier may refuse to supply any goods and/or services and/or hire any further equipment (in each case) on credit until no such invoices are overdue.		
(i)	A Supplier, in its absolute discretion, may suspend the provision of goods and/or services and the hire of equipment by the Supplier to Customer at any time if the Supplier believes that Customer is unable or unwilling to pay an amount to any Supplier when due.		
(j)	PPKME may amend or replace these Credit Conditions in its absolute discretion by providing prior written notice to Customer, which notice may be endorsed on or accompany an invoice, statement, correspondence or other document provided to Customer. The amended or replacement Credit Conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Customer) and do not affect accrued rights and obligations.		

6. Customer represents and warrants to each Supplier that:
- Customer is not aware of any information, notice or court proceedings that may result in the appointment of a trustee in bankruptcy, administrator, controller or managing controller, receiver or receiver manager or liquidator to it or any of its property.
  - Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise.
  - None of its officers (if it is a company or other body corporate), partners (if it is a partnership) or it (if it is a sole trader) has been a director of a company which has been placed in liquidation or has been declared bankrupt or has entered into an arrangement under the *Bankruptcy Act 1966* (Cth) (as amended).
7. Customer agrees to notify PPKME in writing as soon as practicable and in any event within 3 days of the occurrence of:
- a change in the legal status, ownership or control of Customer;
  - a change in the directors (if it is a company or other body corporate) or partners (if it is a partnership) of Customer;
  - the appointment of a liquidator, administrator or receiver, or the liquidation, administration, arrangement, receivership or bankruptcy of Customer; or
  - any step being taken to sell an asset or assets of Customer with a value of 20% or more of the gross assets of Customer, or sell, transfer, encumber or otherwise dispose of 20% or more of the shares (if it is a company or other body corporate) of Customer.
- On the occurrence of such an event, PPKME may reduce, suspend until further notice, or terminate the provision of credit to Customer and/or may require Customer to make a new application for credit.
8. Any Supplier may at any time set off amounts payable by the Supplier to Customer from the amounts payable by Customer to the Supplier.
9. These Credit Conditions are governed by the laws of New South Wales. Customer submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

**Part 6 - Guarantee, Indemnity and Charge - to be provided (if required by Supplier) by officers or shareholders of Customer or by beneficiaries of the trust of which Customer is trustee**

**Deed Poll Guarantee, Indemnity and Charge**

In favour of: Each Supplier referred to in Part 1 of the Credit Account Application in which this Deed appears (**Supplier**)  
 In consideration of Supplier providing or continuing to provide, or agreeing to provide or continue to provide, credit, and supplying or agreeing to supply goods and/or services, and/or hiring or agreeing to hire equipment to Customer, at the request of Guarantor and for the business purposes of Customer, Guarantor enters into this Deed. References in this Part to clauses are to clauses in this Part.

**Guarantee**

- Guarantor unconditionally and irrevocably guarantees payment to Supplier of the Guaranteed Money. If Customer does not pay the Guaranteed Money on time in accordance with any arrangement under which it is expressed to be payable or an Insolvency Event occurs in relation to Customer, Guarantor agrees to pay the Guaranteed Money to Supplier on demand by Supplier (whether or not Supplier has made demand on Customer).
- The guarantee in clause 1 is a continuing obligation and extends to all the Guaranteed Money. Guarantor acknowledges that any arrangement under which the Guaranteed Money may be payable may be varied or replaced and confirms that the Guaranteed Money includes any amount payable by Customer under the arrangement as varied or replaced regardless of whether or not the Guaranteed Money increases as a result.

**Indemnity**

- Guarantor unconditionally and irrevocably indemnifies Supplier against any liability, loss or Cost Supplier suffers or incurs:
  - if Customer does not, is not obliged to or is unable to pay Supplier the Guaranteed Money on time in accordance with any arrangement under which it is expressed to be owing;
  - if Guarantor is not obliged to pay Supplier under clause 1;
  - if Supplier is obliged or agrees to pay an amount to a trustee in bankruptcy or a liquidator in connection with a payment by Customer or Guarantor;
  - if Guarantor defaults under this Deed; or
  - in connection with Supplier exercising its rights under this Deed.
- Guarantor as principal debtor agrees to pay Supplier on demand a sum equal to the amount of any liability, loss or Cost referred to in clause 3.
- The indemnity in clause 3 is a continuing obligation, independent of Guarantor's other obligations under this Deed and continues after those other obligations end. It is not necessary for Supplier to incur expense or make payment before enforcing a right of indemnity under this Deed.

**Protection and reinstatement of Supplier's rights**

- Neither the rights of Supplier under this Deed nor Guarantor's obligations under this Deed are released, discharged or otherwise affected by any knowledge, act or omission of Supplier or by anything else which but for this provision might otherwise affect them, whether at law, in equity or otherwise.
- The guarantee and indemnity in this Deed does not merge with or adversely affect or is affected by any other guarantee, indemnity, Encumbrance or other right to which Supplier is entitled.
- This Deed binds each person who signs it as Guarantor even if another person who was intended to sign it as Guarantor does not sign it or is not bound by it.
- If a person claims that a transaction (including a payment) in connection with this Deed or the Guaranteed Money is void, voidable or unenforceable and such claim is upheld, conceded or compromised, then:
  - Supplier is immediately entitled, as against Guarantor, to the rights in respect of the Guaranteed Money to which Supplier was entitled immediately before such transaction; and
  - on request by Supplier, Guarantor agrees to do anything (including signing a document) to restore to Supplier any Encumbrance Supplier held from Guarantor immediately before the transaction.

**Suspension of Guarantor's rights**

- As long as any of the Guaranteed Money remains unpaid, Guarantor must not (without Supplier's prior written direction or consent and subject to any conditions imposed by Supplier):
  - reduce Guarantor's liability under this Deed by claiming Guarantor or Customer has a right of set-off or counterclaim

- against Supplier;
- b) claim or exercise any legal rights to claim to be entitled to the benefit of any Encumbrance or another guarantee or indemnity given in connection with the Guaranteed Money;
  - c) claim an amount from Customer or another guarantor of Customer's obligations (including another Guarantor) under a right of indemnity or contribution; or
  - d) claim an amount in the administration, winding up, liquidation or bankruptcy of Customer or another guarantor of Customer's obligations (including another Guarantor).

11. Guarantor's obligations under clause 10 continue after this Deed ends.

#### **Charge**

12. For the purpose of securing payment to Supplier of the Guaranteed Money, Guarantor charges the Secured Property in favour of Supplier.
13. Guarantor acknowledges that the Charge is a sufficient interest to support a caveat over the real property of Guarantor and authorises and consents to Supplier lodging a caveat upon the title of Guarantor's real property.

#### **Privacy statement and consent**

14. Clauses 15 and 16 apply where one or more Guarantors is an individual (**Guarantor Individual**).
15. Guarantor Individual acknowledges that Supplier has informed it, in accordance with the *Privacy Act 1988* (Cth) (as amended), that certain items of personal information about it contained in or relating to the Credit Account Application in which this Deed appears might be disclosed to credit reporting bodies including Veda Advantage (see [www.veda.com.au](http://www.veda.com.au)) and Dun & Bradstreet (see [www.dnb.com.au](http://www.dnb.com.au)), and Guarantor Individual authorises Supplier to so disclose that personal information. Information about how Guarantor Individual can request access to its personal information and about Supplier's complaint handling policies are included in Supplier's privacy policy located at [www.ppkgroup.com.au/irm/content/privacy.aspx](http://www.ppkgroup.com.au/irm/content/privacy.aspx).
16. Guarantor Individual agrees that before providing credit to Customer, Supplier may seek from a credit reporting body mentioned above, or another credit reference agency, a credit report containing personal information, including consumer credit information about Guarantor Individual to assist in deciding whether to accept Guarantor Individual as a guarantor of Customer.

#### **Declarations**

17. Guarantor declares that all information given by Customer in the Credit Account Application in which this Deed appears is accurate, correct and complete as at the date of this Deed, and acknowledges that a failure to complete or provide information requested may result in Customer's application for credit made in this form not being processed.
18. Guarantor agrees to notify Supplier in writing as soon as practicable and in any event within 3 days of the occurrence of:
- a) a change in the legal status, ownership or control of Customer;
  - b) a change in the directors (if it is a company or other body corporate) or partners (if it is a partnership) of Customer;
  - c) the appointment of a liquidator, administrator or receiver, or the liquidation, administration, arrangement, receivership or bankruptcy of Customer or a Guarantor; or
  - d) any step being taken to sell an asset or assets of Customer with a value of 20% or more of the gross assets of Customer, or sell, transfer, encumber or otherwise dispose of 20% or more of the shares (if it is a company or other body corporate) of Customer.

#### **Miscellaneous**

19. Supplier may use any money paid by or for Customer toward meeting any part Supplier chooses of the Guaranteed Money. Supplier may use any money paid by or for Guarantor under this Deed towards paying any part Supplier chooses of any amount payable by Guarantor under this Deed (including the Guaranteed Money).
20. Supplier may give Guarantor a certificate about a matter or about any amount payable by Guarantor under this Deed (including the Guaranteed Money). Such a certificate may be signed by a director, company secretary, financial controller or credit manager of Supplier and is sufficient evidence of the matter or amount unless it is proved to be incorrect.
21. Guarantor acknowledges that:
- a) Supplier has afforded Guarantor the opportunity of seeking independent legal advice on Guarantor's obligations under this Deed prior to Guarantor signing this Deed; and
  - b) Guarantor is responsible for making themselves aware of the financial position at any time of Customer and any other Guarantor.
22. This Deed is governed by the laws of the State of New South Wales. Guarantor submits to the non-exclusive jurisdiction of the courts of New South Wales.

#### **Trustee provisions**

23. Clauses 24 to 28 inclusive apply if Guarantor is the trustee of a trust (whether or not that matter is indicated in the Schedule to this Deed).
24. Guarantor enters into this Deed and is bound by this Deed in its personal capacity and in its capacity as trustee of the trust.
25. Guarantor declares that:
- a) this Deed is for the benefit of the trust;
  - b) it is the sole trustee of the trust;
  - c) it has authority to enter into this Deed and comply with its terms;
  - d) it is not, and never has been, in default under the trust deed;
  - e) it has the right to be fully indemnified out of the trust assets for obligations incurred under this Deed and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which it is entitled to be indemnified out of trust property;
  - f) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred;
  - g) a true, complete and up to date copy of the trust deed (as amended, supplemented or replaced, if applicable) was provided to the lawyers acting for Guarantor in its capacity as trustee of the trust for the purposes of them providing the legal certification referred to in clause 26b); and
  - h) it has not delegated any of its powers as trustee or exercised any power of appointment.
26. Guarantor:
- a) agrees to promptly notify Supplier whenever anything happens which would mean Guarantor could not truthfully repeat all the declarations in clause 25; and

- b) agrees to procure and provide to Supplier with this Deed a letter from lawyers acting for Guarantor (in its capacity as trustee of the trust) certifying to Supplier that:
  - i) they have reviewed an up-to-date copy of the trust deed and such other documents or instruments as they consider necessary;
  - ii) Guarantor (in its capacity as trustee of the trust) has the power to enter into and perform its obligations under this Deed;
  - iii) all authorisations and consents necessary for Guarantor (in its capacity as trustee of the trust) to enter into and perform its obligations under this Deed have been obtained.

27. Guarantor must:

- a) comply with its obligations as trustee of the trust; and
- b) ensure that it remains the sole trustee of the trust.

28. Guarantor must not do anything, or permit anything to be done or fail to do anything, which may:

- a) effect or facilitate the variation of the trust deed;
- b) resettle, set aside or distribute any of the trust property; or
- c) result in the trust property being mixed with other property.

#### Definitions

29. In this Deed the following words have the meanings given.

**“Charge”** means the charge given by Guarantor under clause 12.

**“Corporations Act”** means the *Corporations Act 2001* (Cth) and its regulations, any statutory instruments or binding determinations made under any of them, and consolidations, amendments, re-enactments or replacements of any of them.

**“Cost”** includes charges and expenses including those in connection with advisers (and, in the case of legal advisers, on a full indemnity basis or solicitor own client basis, whichever is higher).

**“Customer”** means the person referred to in Part 1 of the Credit Account Application in which this Deed appears.

**“Deed”** means the Deed of Guarantee, Indemnity and Charge set out in this Part.

**“Encumbrance”** means any:

- a) security interest under the PPSA or security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, title retention arrangement or flawed asset arrangement; or
- b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

**“Guaranteed Money”** means all money which:

- a) at any time; and
- b) for any reason or circumstance whatsoever; and
- c) whether at law, in equity, under statute or otherwise; and
- d) whether or not of a type within the contemplation of Supplier or Guarantor at the date of this Deed,

Customer is or may become actually or contingently liable to pay to Supplier, whether alone or jointly with another person, including all money payable by Customer in connection the Credit Conditions or the Supply Conditions (each as defined in the Credit Account Application in which this Deed appears).

**“Guarantor”** means the person or persons named as such in the Schedule to this Deed.

**“Insolvency Event”** in relation to a person means:

- a) they are (or state they are) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- b) they have had a controller (as defined in the Corporations Act) appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver or a receiver and manager appointed to any part of their property; or
- c) they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved, (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by Supplier); or
- d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to in paragraphs a) to c) inclusive above; or
- e) they are taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand or have committed an act of bankruptcy as defined in the *Bankruptcy Act 1966* (Cth); or
- f) they are the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which Supplier reasonably deduces they are so subject); or
- g) they are otherwise unable to pay their debts when they fall due; or
- h) something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

**“PPSA”** means the *Personal Property Securities Act 2009* (Cth) and its regulations, any statutory instruments or binding determinations made under any of them and consolidations, amendments, re-enactments or replacements of any of them.

**“Secured Property”** means all of Guarantor’s interest in real property.

#### Interpretation

30. In interpreting this Deed:

- a) the singular includes the plural and the plural includes the singular;
- b) a gender includes the other gender;
- c) a reference to a “person” denotes an individual (and their legal personal representatives), a body corporate, a partnership or an unincorporated association and their respective successors;
- d) specifying anything after the word “includes” (or similar expression) does not limit what else is included; and
- e) where more than one person is named in the Schedule to this Deed as Guarantor, this Deed binds them jointly and each of them severally; and
- f) headings do not affect the interpretation of this Deed.

**SCHEDULE**

<b>Details of Guarantor</b>	<b>First Guarantor</b>	<b>Second Guarantor</b>
Name		
Date of Birth		
Address		
Is the Guarantor the trustee if a trust? (Answer "yes" or "no")		
Does the trust have an ABN? (Answer "yes" and provide the ABN, or "no")		

**Executed as a deed poll**

**Dated:** \_\_\_\_\_

**Signed, sealed and delivered by**

\_\_\_\_\_  
*(Insert name of Guarantor, if an individual)*  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
*(Insert name of witness)*

\_\_\_\_\_  
Signature of Guarantor

**Signed, sealed and delivered by**

\_\_\_\_\_  
*(Insert name of Guarantor, if an individual)*  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
*(Insert name of witness)*

\_\_\_\_\_  
Signature of Guarantor

**Executed by**

\_\_\_\_\_  
*(Insert name of Guarantor, if a company)*  
in accordance with section 127 of the *Corporations Act*  
2001 (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Full name (print)

## **Part 7 - Supply Conditions - Standard Terms for Goods, Services and Equipment**

These Supply Conditions - Standard Terms for Goods, Services and Equipment apply to the supply of goods and services (the goods being '**Goods**' and the services being '**Services**'), and to the hire of equipment ('**Equipment**'), from Supplier to Customer from time to time. Additional terms also apply to the hire of Equipment as set out in the Additional Terms for Equipment Hire included later in this Part.

To the extent that the Goods or Services are supplied, or the Equipment is hired, by Supplier to Customer on credit, the Credit Conditions set out in Part 5 of the Credit Account Application of which these Supply Conditions form part, also apply.

Otherwise, Goods or Services will only be supplied, and Equipment hired, to Customer on cash in advance basis.

The Supply Conditions (including the Additional Terms for Equipment Hire) and (to the extent applicable) the Credit Conditions are together referred to as 'these conditions'.



## 1. Quotations and Purchase Orders

- (a) Customer may request a quotation from Supplier for the supply of particular Goods or Services or the hire of particular Equipment. Unless the express terms of a quotation provide otherwise, any quotation issued by Supplier does not constitute an offer to supply the Goods or Services, or to hire the Equipment, referred to in the quotation but is an invitation to Customer to submit a Purchase Order for those Goods or Services or the hire of that Equipment. Supplier may vary any aspect of a quotation issued by it at any time prior to Supplier providing its acceptance of a purchase order submitted by Customer in respect of those Goods, Services or Equipment.
- (b) Customer acknowledges and agrees that by submitting a purchase order to Supplier for the supply of Goods or Services, or for the hire of Equipment (as the case may be) (**Purchase Order**), the Customer agrees it is making an offer to purchase the Goods or Services, or hire the Equipment, referred to in the Purchase Order on these conditions.
- (c) A contract for the supply of Goods or Services, or the hire of Equipment, on these conditions (**Contract**) is formed between Customer and Supplier at the time (if any) Supplier provides its acceptance of a Purchase Order submitted by the Customer for such supply or hire.
- (d) For the purposes of these Supply Conditions, **Purchase Order** means and includes a formal document titled as a "Purchase Order" or any other form of written communication from the Customer, including fax or email pursuant to which Customer expresses an acceptance of a quote and / or an intention to acquire Goods or Services, or to hire Equipment.

## 2. Prices and payment

- (a) Customer must pay Supplier the total amount payable (exclusive of GST) set out in each tax invoice provided by Supplier to Customer for the supply of Goods or Services or the hire of Equipment (**Price**) when due.
- (b) Customer must pay all amounts payable to Supplier under these conditions without any deduction, withholding, counterclaim or setoff.
- (c) Unless Supplier specifies otherwise in writing to the Customer:
  - (i) all prices included in any quotation issued by Supplier are exclusive of GST;
  - (ii) if Supplier is liable to pay any GST or other taxes in connection with the supply of any Goods or Services or the hire of any Equipment to Customer, Customer must pay Supplier the amount of GST for which Supplier is liable in accordance with clause 9 of these Supply Conditions; and
  - (iii) time is of the essence with respect to all amounts payable by Customer to Supplier.
- (d) Supplier has the right to charge an additional amount to the Customer compared to the amount stipulated in the applicable Purchase Order accepted by Supplier:
  - (i) if Supplier complies with a request by Customer, made after the date of the Supplier's acceptance of the Purchase Order, for the delivery of Goods or Equipment, or the provision of Services, outside Supplier's normal working hours;
  - (ii) if Supplier complies with a request by Customer, made after the date of the Supplier's acceptance of the Purchase Order, for a variation to the delivery arrangements in respect of the Goods or Equipment, or the provision of Services; or
  - (iii) if and to the extent that there is any change in the cost to Supplier of labour, materials or transport

relating to the supply of Goods or Services or the hire of Equipment by Supplier.

- (e) If Customer disputes any amount included in a tax invoice provided by Supplier, Customer must nevertheless pay the full amount set out in the tax invoice. After the dispute is resolved in accordance with clause 10 of these Supply Conditions, if it is agreed or determined that Supplier has been paid more than Supplier was entitled to be paid, the amount of any overpayment must be refunded by Supplier to Customer within 30 days after the date the dispute is resolved.
- (f) At Supplier's option, Supplier may require that the payment by Customer of all amounts which may be payable by Customer to Supplier under these conditions be guaranteed by a bank guarantee:
  - (i) for an amount equal to the Credit Limit (if any) or such other amount as Supplier requests;
  - (ii) in a form and substance acceptable to Supplier; and
  - (iii) from a bank acceptable to Supplier.

## 3. Delivery or collection of Goods and Equipment

- (a) Unless stated otherwise in the applicable Purchase Order, Customer is responsible for collecting the Goods or the Equipment (as the case may be) from Supplier's premises and delivering them to the address set out on the Purchase Order (**Customer's Premises**).
- (b) Where Supplier has agreed to deliver the Goods or the Equipment to Customer's Premises, unless the Purchase Order provides otherwise, Customer is responsible for the cost of delivery from Supplier's premises to Customer's Premises, including the cost of loading and unloading the Goods or Equipment and the cost of transport insurance.
- (c) Customer is responsible for examining the Goods or Equipment collected by or delivered to it to ensure that the Goods or Equipment are as described in the Purchase Order.
- (d) Any claim relating to Goods or Equipment collected by or delivered to Customer must be made to Supplier within 7 days after such collection or delivery (as applicable), and confirmed in writing to Supplier within 7 days.

## 4. Title and risk

- (a) Title to the Goods remains with Supplier until Customer pays Supplier the full amount owed by Customer in respect of those Goods and all other amounts payable by the Customer to the Supplier.
- (b) Title to the Equipment remains with Supplier.
- (c) Risk in the Goods passes from Supplier to Customer upon the Goods being delivered Customer's Premises or collected by Customer from Supplier's premises (as the case may be).
- (d) Risk in the Equipment passes to the Customer upon the Equipment being delivered to the Customer's Premises or collected by the Customer from Supplier's premises (as the case may be) until the time the Equipment is collected from the Customer's Premises by Supplier or returned by the Customer to Supplier's premises (as the case may be).

## 5. Force majeure

- (a) If there is any delay or failure in the supply or delivery of Goods or Services, or in the commencement or continuance of the hire of Equipment by Supplier due to weather, fire, labour dispute, strike or any other cause whatsoever beyond Supplier's reasonable control:
  - (i) Supplier is not in breach of these conditions by reason of that delay or failure;

- (ii) Supplier's obligation to supply or deliver the Goods or the Services or to hire the Equipment is suspended for the period of that delay or failure;
  - (iii) if the delay or failure continues for in excess of 7 days, Supplier may terminate the relevant Contract by notice in writing to Customer; and
  - (iv) Supplier is not liable for any loss, damage, cost or expense incurred by Customer by reason of such suspension or termination.
- (b) Unless Supplier has given Customer written notice of the termination of the relevant Contract in accordance with clause 5(a)(iii) of these Supply Conditions, a delay or failure does not relieve Customer of the obligation to pay the applicable Price when due.

## 6. Warranties

- (a) Customer acknowledges and agrees that:
- (i) Customer has satisfied itself that the Goods, Services or Equipment (as the case may be) are suitable for the Customer's purposes; and
  - (ii) Customer has not entered into these conditions in reliance upon any warranty or representation given by Supplier in relation to the Goods, the Services or the Equipment.
- (b) Except where non-excludable rights under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (as amended) (**Act**) (or analogous legislation) (**Consumer Guarantees**) apply in relation to the supply of goods and services by Supplier (including, for the avoidance of doubt, the Goods, the Services and the Equipment), Supplier:
- (i) excludes all representations and warranties, including as to merchantability and fitness for purpose, relating to the goods and services supplied by Supplier or otherwise, whether expressed or implied by law, trade, custom or otherwise;
  - (ii) excludes liability for any loss, damage, cost or expense incurred in respect of the goods or services supplied by Supplier as a result of any deficiency or fault in goods or services which are not provided by Supplier or Supplier's officers, employees, agents or contractors; and
  - (iii) otherwise limits its liability in respect of the goods and services supplied by Supplier, the delivery of those goods and services, and any guidelines or specifications or other material provided to the Customer in relation to those goods and services, whether in contract, tort (including negligence), statute or otherwise, to the cost of replacing the goods or resupplying the services (or the affected part of the goods or services, as the case may be), in each case to the extent permitted by law, and where such Consumer Guarantees apply then Supplier's liability in respect of any breach of, or claim Customer has under, the Consumer Guarantees is limited, to the extent permitted by law, to one of the following (as determined by Supplier in its absolute discretion):
    - (iv) in the case of goods: the replacement of the goods or the supply of equivalent goods, or payment of the cost of replacing the goods or acquiring equivalent goods; and
    - (v) in the case of services: supplying the services again, or payment of the cost of having the services supplied again,
 except where it is not fair or reasonable (as defined in the Act) to limit liability in respect of the Consumer Guarantees in this way.

## 7. Liability

- (a) Subject to clause 6(b) of these Supply Conditions and to the extent permitted by law, Supplier excludes:

- (i) all liability, loss, damages, costs and expenses (including consequential loss, loss of profits, revenue or business, loss of contract, and product liability), whether in contract, tort (including negligence), statute or otherwise (**Loss**), incurred by Customer or any other person in connection with the supply of the Goods, the Services or the Equipment, regardless of whether such Loss was foreseeable and even if its possibility had been made known; and
  - (ii) any liability to Customer or any other person for any Loss incurred as a result of Customer or any other person not using or installing the Goods or Equipment in accordance with guidelines, specifications or other material provided to Customer by Supplier.
- (b) Customer agrees to install and use the Goods or Equipment (as the case may be) in accordance with all guidelines, specifications or other material provided to the Customer by Supplier, and Customer indemnifies Supplier and holds Supplier harmless against any and all Loss suffered or incurred in connection with Customer or any other person not installing or using the Goods or Equipment in accordance with any guidelines, specifications or other material provided to Customer by Supplier.
- (c) Supplier's liability under or in connection with these conditions is limited to 10% of the Price.
- (d) Supplier will have all rights and remedies set out in these conditions in addition to those otherwise available at law and all such rights and remedies are cumulative.
- (e) Customer must pay all costs and expenses paid or incurred by Supplier in enforcing Supplier's rights under or in connection with these conditions, including any legal fees and court costs.

## 8. Termination

- (a) Supplier may terminate any Contract:
- (i) immediately on written notice to Customer, if Customer breaches any of these conditions;
  - (ii) pursuant to clause 5(a)(iii) of these Supply Conditions; or
  - (iii) for any reason in its absolute discretion on giving 14 days' written notice to Customer.
- (b) Supplier is not liable for any Loss incurred by Customer or any other person by reason of the termination of any Contract in accordance with clause 8(a) of these Supply Conditions.
- (c) Customer may only terminate or vary a Contract with Supplier's prior written consent. Customer may cancel a Purchase Order prior to its acceptance by Supplier.
- (d) If a Contract is terminated by Customer:
- (i) before commencement of the supply of the Goods or Services or the commencement of the Hire Period for Equipment (as the case may be) under the Contract, Customer must pay to Supplier an amount equal to 10% of the aggregate Price payable under the Contract; and
  - (ii) after commencement of the supply of the Goods or Services or the commencement of the Hire Period for Equipment (as the case may be) under the Contract, Customer must pay to Supplier an amount equal to the aggregate Price payable under the Contract, unless otherwise agreed by Supplier in writing,
- in each case to be paid within 7 days after the date of termination.

## 9. GST

- (a) If any supply by Supplier to Customer under or in connection with these conditions is subject to GST, Customer must pay to Supplier, in addition to the

consideration for that supply (unless it expressly includes GST), an amount (**additional amount**) equal to the amount of the consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. Customer must pay the additional amount to Supplier at the same time as the consideration for the supply is payable.

- (b) In these conditions, the terms '**tax invoice**', '**GST**', and '**GST exclusive market value**' have the respective meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

## 10. Dispute resolution

- (a) If a dispute arises between Supplier and Customer in connection with these conditions or a Purchase Order (**Dispute**), except where urgent interlocutory relief is sought, the party who reasonably believes that there is a Dispute must give written notice to the other party setting out the nature of the Dispute (**Dispute Notice**).
- (b) Within 14 days after the date of the Dispute Notice, a representative nominated by each party must meet together and use their reasonable endeavours to resolve the Dispute.
- (c) If the Dispute has not been resolved within 30 days of the date on which the representatives of the parties first convened under clause 10(b) of these Supply Conditions, either party may refer the Dispute to mediation by giving written notice to the other party.
- (d) The parties agree that any mediation commenced pursuant to clause 10(c) of these Supply Conditions will be conducted by a person agreed between the parties or, if the parties are unable to agree on the identity of that person, by a person nominated by the Council of the Institute of Arbitrators & Mediators Australia in accordance with the process set out in The Institute of Arbitrators & Mediators Australia Mediation Rules.
- (e) Supplier has the right to suspend performance of its obligations under a Purchase Order from the date of the Dispute Notice until the Dispute is settled in accordance with this clause 10.

## 11. General

- (a) Each Contract, these conditions and the Credit Account Application of which these conditions form part constitute the entire agreement between Supplier and Customer in relation to their subject matter.
- (b) Customer agrees that Supplier may amend or replace these conditions in its absolute discretion by providing prior written notice to Customer, provided that the amended or replacement conditions:
- (i) do not apply to Purchase Orders accepted by Supplier prior to the date stipulated in the notice from which the amended or replacement conditions are to take effect; and
- (ii) do not affect Customer's or Supplier's accrued rights or obligations.
- (c) Customer must not assign or otherwise deal with its rights under these conditions without Supplier's prior written consent.
- (d) Supplier may assign or otherwise deal with its rights under these conditions without Customer's consent.
- (e) A waiver of any rights under these conditions must be in writing signed by the party giving the waiver.
- (f) A single or partial exercise of a right, power or remedy under these conditions does not preclude any other or further exercise of that or any other right, power or remedy.
- (g) If any provision in these conditions is invalid, void or voidable, that condition will be severed and the remainder of these conditions will continue to have full force and effect.

- (h) Supplier may give (whether or not subject to conditions) or withhold consent under these conditions in its absolute discretion.
- (i) A certificate given by Supplier to Customer about an amount payable to Supplier or any other matter in connection with these conditions is sufficient evidence of the amount or matter unless the amount or matter is proven to be false.
- (j) New South Wales law applies to these conditions. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

## 12. Further assurances

- (a) The expressions 'security interest', 'registration', 'verification statement' and 'perfected' in this clause 12 have the meaning given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).
- (b) Customer acknowledges that Supplier may apply for any registration in connection with any security interest arising in favour of Supplier under a transaction contemplated by these conditions.
- (c) Supplier need not give Customer any notice of verification statement in connection with any security interest arising in favour of Supplier under a transaction contemplated by these conditions.
- (d) Customer must do anything (such as obtaining consents, signing and producing documents, producing receipts, getting documents completed and signed and providing information) which Supplier asks and considers necessary:
- (i) to ensure that each security interest arising in favour of Supplier under a transaction contemplated by these conditions is enforceable, perfected and otherwise effective;
- (ii) to enable Supplier to apply for any registration, or give any notification in connection with any security interest arising in favour of Supplier under a transaction contemplated by these conditions so that the security interest has the priority Supplier requires; and
- (iii) to enable Supplier to exercise its rights in connection with any security interest arising in favour of Supplier under a transaction contemplated by these conditions.
- (e) If Chapter 4 of the PPSA applies to any security interest arising in favour of the Supplier under a transaction contemplated by these conditions:
- (i) Customer agrees that Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(d) and 132(4) of the PPSA in connection with the security interest; and
- (ii) Customer may not exercise any rights under sections 142 and 143 of the PPSA.
- (f) Customer agrees not to change any of its details required for registration of any security interest arising in favour of Supplier under a transaction contemplated by these conditions without giving Supplier at least 14 days' prior written notice of the change.
- (g) Except if section 275(7) of the PPSA applies, neither Supplier nor Customer will disclose any information of a kind referred to in section 275(1) of the PPSA which is not publicly available in regard to any security interest arising in favour of Supplier under a transaction contemplated by these conditions.
- (h) Everything Customer is required to do under this clause 12 is at its expense. Customer agrees to pay on demand Supplier's costs, charges and expenses (including registration fees) in connection with anything Supplier does under this clause 12 and in connection with enforcing any security interest arising in favour of Supplier under a transaction contemplated by these

conditions, including legal fees on a full indemnity basis.

## Part 7 - Supply Conditions - Additional Terms for Equipment Hire

The conditions set out in this Part apply to the hire of Equipment by Supplier to Customer

### 13. Period of hire

- (a) The period of hire for Equipment (**Hire Period**) commences:
  - (i) when Customer collects the Equipment from Supplier's premises; or
  - (ii) if Customer requests delivery of the Equipment in the relevant Purchase Order, when the Equipment is delivered to Customer's Premises, and concludes when the Equipment is returned to Supplier's premises
- (b) The minimum Hire Period is **[insert]**.
- (c) Customer acknowledges and agrees that, unless otherwise agreed by Supplier, the Price for the hire of the Equipment is based on the length of the Hire Period, and not the actual amount of time the Equipment is used by the Customer.

### 14. Insurance

- (a) Customer must effect and maintain, from a reputable insurance company, insurance in the joint names of Customer and Supplier covering against the replacement value of the Equipment for the duration of the Hire Period, for the full replacement value of the Equipment.
- (b) Customer must provide Supplier with a copy of a certificate of currency for each insurance policy required by the Customer under clause 14(a) of these Supply Conditions prior to the Equipment leaving Supplier's depot and at any other time requested by Supplier during the Hire Period.

### 15. Pre hire inspection

- (a) The Equipment will be inspected by Supplier prior to its collection by, or delivery to, Customer to ascertain and record the condition of the Equipment at the commencement of the Hire Period (**Pre Hire Inspection**).
- (b) Customer acknowledges and agrees that Supplier's record of the Pre Hire Inspection is sufficient evidence of the condition of the Equipment at the commencement of the Hire Period unless it is proven to be false.
- (c) Supplier is entitled to charge Customer a fee for the Pre Hire Inspection.

### 16. Use of the Equipment

- (a) During the Hire Period, Customer must, and must procure that its employees, agents and contractors:
  - (i) operate the Equipment strictly in accordance with the Supplier's and the Equipment manufacturer's instructions;
  - (ii) use the Equipment only in the operating conditions, for the purpose and within the capacity for which it is designed;
  - (iii) ensure the Equipment is used only by suitably trained and certified persons;
  - (iv) wear suitable clothing and protective equipment when operating the Equipment;
  - (v) maintain the Equipment in good condition and in accordance with applicable legislation, Australian Standards and industry best practices;
  - (vi) store the Equipment securely;
  - (vii) if requested by Supplier, supply Supplier with monthly oil and fuel samples of the Equipment (all samples to be carried out by a NATA approved company);

- (viii) maintain all licences, consents, permits and approvals required in connection with the possession and use of the Equipment; and
- (ix) allow Supplier or its nominee to inspect the Equipment at any time during the Hire Period.
- (b) During the Hire Period, Customer must not, and must procure that its employees, agents and contractors do not, without the prior written consent of Supplier:
  - (i) do anything in breach of clause 16(a) of these Supply Conditions
  - (ii) undertake any modifications or additions to the Equipment;
  - (iii) deface, cover up or remove any identifying marks on the Equipment;
  - (iv) reverse engineer the Equipment;
  - (v) allow the Equipment to become affixed to land or to become an accession to any other goods;
  - (vi) sell, assign, lend, lease, sub-hire, bail, give a 'security interest' (as that term is defined in the PPSA) in or otherwise deal with the Equipment;
  - (vii) use the Equipment in an area where contaminants or materials that present a risk of harm to human health or the environment (including asbestos) are present; or
  - (viii) move the Equipment from the Customer's Premises to any other location.

### 17. Servicing and maintenance

- (a) Customer must notify Supplier in writing when the Equipment has operated:
  - (i) **[for 250]** hours from the start of the Hire Period; and thereafter
  - (ii) **[for 250]** hours since the date that the Equipment was last serviced.
- (b) Supplier will conduct monthly or **[250 engine hour]** servicing of the Equipment (whichever is more frequent) at Customer's Premises and at Customer's expense (**Regular Servicing**).
- (c) Customer must make the Equipment available to Supplier (or its nominee) for Regular Servicing at a safe and convenient location at Customer's Premises.
- (d) If Customer fails to provide notice to Supplier in accordance with clause 17(a) of these Supply Conditions, Customer will be liable for any added wear, tear and damage to the Equipment caused or contributed to by that failure, as determined by Supplier in its discretion.
- (e) Any inspection, servicing and maintenance of the Equipment conducted by Customer or a contractor of Customer must be carried out strictly in accordance with the manufacturer's guidelines and at Customer's expense.
- (f) Customer will be responsible for the cost of all ground engaging parts and consumables for the Equipment including fuel, oils, lubricants, filters and other wear parts.
- (g) All parts and consumables referred to in clause 17(f) of these Supply Conditions must be genuine original products of the manufacturer, unless otherwise expressly permitted by Supplier.
- (h) Supplier may supply consumables and parts for the Equipment at the request of Customer and Customer will be separately invoiced for these consumables and parts.
- (i) Supplier provides no warranty in respect of consumables and parts supplied to Customer in

accordance with clause 17(h) of these Supply Conditions, but to the extent permitted, will assign whatever warranties are provided by the manufacturers of those consumables and parts to Customer.

#### 18. Breakdown and repair

- (a) Customer must promptly notify Supplier if the Equipment breaks down or requires repair.
- (b) Supplier will only be responsible for the cost of replacing parts and components of the Equipment (other than ground engaging parts) required to be replaced due to normal wear and tear.
- (c) Customer will be responsible for the cost of any replacement parts or components damaged either directly or indirectly by:
  - (i) the misuse, mishandling, negligent use or operation of the Equipment by Customer or any other person, including use of the Equipment in extremely adverse environments causing premature failures to any parts or components; or
  - (ii) failing to comply with Customer's obligations pursuant to clause 16, 17 or 18 of these Supply Conditions, and Supplier will not be liable for any delay in Customer's work as a result of any of the above circumstances.
- (d) The Hire Period includes, and the Customer is liable for hire fees during, any period that the Equipment is stood down for repairs, maintenance or servicing unless otherwise agreed to by Supplier.

#### 19. Return of Equipment

- (a) At the end of the Hire Period, Customer must return the Equipment to the Supplier's premises nominated in the Purchase Order (**Depot**) during the Supplier's normal business hours.
- (b) The Equipment must be returned to Supplier in a clean, undamaged and unaltered condition, fair wear and tear excepted.

- (c) Supplier may agree to collect the Equipment from Customer if it receives a written request from Customer to do so at least 7 days before the end of the Hire Period (**Pick Up Request**). Supplier will indicate its acceptance of a Pick Up Request by providing pick-up number to Customer.
- (d) Supplier is entitled to charge the Customer a fee in each of the following circumstances:
  - (i) Customer provides a Pick Up Request less than 7 days before the end of the Hire Period;
  - (ii) Customer returns the Equipment to Supplier's premises other than to the Depot or outside the Supplier's normal business hours;
  - (iii) Supplier collects the Equipment from Customer, either at the request of Customer or because Customer fails to return the Equipment to Supplier.

#### 20. Post hire inspection

- (a) Upon the return of the Equipment to Supplier's premises, an inspection of the Equipment will be conducted by the Supplier to ascertain and record the condition of the Equipment at the end of the Hire Period (**Post Hire Inspection**).
- (b) Customer acknowledges and agrees that Supplier's record of the Post Hire Inspection is sufficient evidence of the condition of the Equipment at the end of the Hire Period unless it is provided to be false.
- (c) Supplier is entitled to charge Customer a fee for the Post Hire Inspection.
- (d) Customer acknowledges and agrees that the costs of repairing any damage to the Equipment occurring during the Hire Period (whether identified during or subsequent to the Post Hire Inspection), cleaning the Equipment and replacing any components, consumables and worn parts will be borne by Customer and must be paid by Customer to Supplier within 7 days after the Customer receives a tax invoice from Supplier for those costs.

#### Part 8 - Customer acknowledgement and declaration

Customer has read and understood the Conditions contained in this application.

Customer agrees that the Credit Conditions (as amended from time to time in accordance with their terms) apply to the provision of any credit to Customer by Supplier.

Customer agrees that the Supply Conditions (as amended from time to time in accordance with their terms) apply to the supply of any Goods or any Services by Supplier to Customer and to the hire of any Equipment to Customer by Supplier.

Customer authorises Supplier to contact the trade referees identified in Part 4 of this form for credit reference purposes.

Customer agrees that before providing credit to Customer, Supplier may seek a credit report from a credit reporting body or credit reference agency containing personal information about Customer and/or Guarantor/s to assist in deciding whether to provide credit to Customer.

**Part 9 - Signing by Customer - complete the section below which applies to you**

**Section 1: Customer is an individual (sole trader) or an individual acting as trustee of a trust**

Signed by

\_\_\_\_\_  
(insert name of Customer)

\_\_\_\_\_  
Signature of Customer

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
(insert name of witness)

**Section 2: Customer is a company or a company acting as trustee of a trust**

Executed by

\_\_\_\_\_  
(insert name of Customer)

in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Full name (print)

**Section 3: Customer is a partnership**

Executed by

\_\_\_\_\_  
(Insert name of Partnership)

by each of its partners

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Name of Partner

\_\_\_\_\_  
Name of Partner

**Part 10 - Supplier use only**

Credit checks completed (insert date):

Account number:

Credit limit approved:

Customer notification sent (insert date):

Approved in accordance with delegated authority:

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_