

COMMERCIAL CREDIT APPLICATION COMPANIES

COMPANY NAME: _____

ACN: NO.: _____ Date Registered: _____

ABN: NO.: _____ Date Registered: _____

Business Address: _____

Registered Office Address: _____

Telephone: _____ Fax No.: _____ Email Address: _____

Type of Business: _____ Date Commenced Trading: _____

Directors' Full Names and Address required.

1. Surname: _____	Christian Names: _____
Address: _____	Telephone No: _____
2. Surname: _____	Christian Names: _____
Address: _____	Telephone No: _____
3. Surname: _____	Christian Names: _____
Address: _____	Telephone No: _____
4. Surname: _____	Christian Names: _____
Address: _____	Telephone No: _____

FINANCIAL DETAILS:

If subsidiary, name of Parent Company: _____

Authorised Capital: _____ Paid Up Capital: _____

Shareholder Funds: _____

Turnover _____ Value/Stock: _____ Plant: _____

Registered Charges: _____

Company Bankers: _____ Branch: _____

Are overdraft facilities in use: _____ Auditors: _____

Approximate amount of credit required per month: \$ _____

I/We wish to make application for a credit account with Brownbuilt Pty Limited, in accordance with its Terms and Conditions of Trade which I/we acknowledge that, I/we have read and agree to comply with.

I/We also agree that payment shall be made within 30 days from the end of the month in which goods or services were supplied, unless otherwise agreed to in writing. I/We also agree that any goods and services, consumption, value added or similar Tax ("GST") imposed upon Brownbuilt Pty Limited as supplier, with respect to any payment by me/us to Brownbuilt Pty Limited of the price or other monies to be paid pursuant to any supply of goods and/or services by Brownbuilt Pty Limited to me/us then I/we must forthwith upon demand by Brownbuilt Pty Limited pay the GST or reimburse Brownbuilt Pty Limited for any GST paid or payable by Brownbuilt Pty Limited.

Signature: _____ (Director) Signature: _____ (Director)

Signature _____ (Director) Signature: _____ (Director)

Signature _____ (Sales Representative) Date: _____ / _____ / _____

SYDNEY AND HEAD OFFICE
Lot 2, No.1 Box Road
Caringbah NSW 2229
(Locked Bag 4,
Taren Point NSW 2229)
Telephone 02 9526 0555
Facsimile 02 9525 1980

ADELAIDE
Share Street
Kilkenny SA 5009
(PO Box 32 Welland SA 5007)
Telephone 08 8345 5111
Facsimile 08 8244 4999

BRISBANE
Building 2, 90 Mica Street
Carole Park QLD 4300
Telephone 07 3879 4460
Facsimile 07 3879 4484

CANBERRA
1/196 Gladstone Street
(PO Box 125)
Fyshwick ACT 2609
Telephone 02 6280 6643
Facsimile 02 6280 7436

HOBART
1/94 Central Avenue
Derwent Park TAS 7009
(PO Box 360 Glenorchy
Tas 7010)
Telephone 03 6272 1043
Facsimile 03 6272 6402

MELBOURNE
1 Valley Street
Oakleigh South VIC 3167
(PO Box 1018 Huntingdale
Vic 3166)
Telephone 03 9538 9444
Facsimile 03 9538 9433

PERTH
1/33 Alexandra Place
Bentley WA 6102
(PO Box 457
Welshpool DC WA 6986)
Telephone 08 9458 9274
Facsimile 08 9258 5230



BROWNUILT PTY LIMITED

COMMERCIAL CREDIT APPLICATION
SOLE TRADERS, PARTNERSHIPS
REGISTERED BUSINESS NAMES

TRADING NAME:
Business Address:
Telephone: Fax No: Email Address:
Date Commenced Trading: Type of Business: Business Registration No:

Full names and addresses of Proprietors, Sole Traders, Partners
ABN:
1 Surname: Christian Names:
Address: Telephone No.:
Please tick which is applicable in relation to your home.
Rent Own Purchase Mortgage
2 Surname: Christian Names:
Address: Telephone No.:
Please tick which is applicable in relation to your home.
Rent Own Purchase Mortgage
3 Surname: Christian Names:
Address: Telephone No.:
Please tick which is applicable in relation to your home.
Rent Own Purchase Mortgage
4 Surname: Christian Names:
Address: Telephone No.:
Please tick which is applicable in relation to your home.
Rent Own Purchase Mortgage

Banker: Branch:
Are overdraft facilities in use:
Approximate amount of credit required per month: \$

I/We wish to make application for a credit account with Brownbuilt Pty Limited, in accordance with its Terms and Conditions of Trade which I/we acknowledge that, I/we have read and agree to comply with.
I/We also agree that payment shall be made within 30 days from the end of the month in which goods or services were supplied, unless otherwise agreed to in writing.
I/We also agree that any goods and services, consumption, value added or similar tax ("GST") imposed upon Brownbuilt Pty Limited as supplier with respect to any payment by me/us to Brownbuilt Pty Limited of the price or other monies to be paid pursuant to any supply of goods and/or services by Brownbuilt Pty Limited to me/us then I/we must forthwith upon demand by Brownbuilt Pty Limited pay the GST or reimburse Brownbuilt Pty Limited for any GST paid or payable by Brownbuilt Pty Limited.

Signature:

Signature:

Signature:

Sales Representative:

Date:

ALL APPLICANTS MUST COMPLETE THIS PAGE

TRADE REFERENCES

1. Name: _____
 Telephone: _____ Fax. No.: _____

2. Name: _____
 Telephone: _____ Fax. No.: _____

3. Name: _____
 Telephone: _____ Fax. No.: _____

PRIVACY ACT 1988 (AS AMENDED)

AGREEMENT TO ACCESS, USE AND PROVIDE PERSONAL INFORMATION OR PERSONAL CONSUMER CREDIT INFORMATION.

Brownbuilt Pty Limited shall use all personal information provided to it by the applicant for the purpose of assessing this application and the suitability of the individual as a Guarantor for any commercial credit sought or extended by Brownbuilt Pty Limited. Brownbuilt Pty Limited shall ensure that the personal information is kept no longer than necessary, disposed of appropriately, protected by reasonable security safeguards and protected from unauthorised use or discloser. In addition to any and all disclosures of personal information authorised by the applicant from time to time and disclosure permitted pursuant to the Privacy Act 1988, the applicant expressly authorises Brownbuilt Pty Limited to provide information specified in Section 18E of the Privacy Act 1988 to credit reporting agencies for any use permitted pursuant to the Privacy Act 1988.

The applicant acknowledges that the supply of personal information is voluntary and reasonable in the circumstances and that its failure to supply any or all of the personal information sought by Brownbuilt Pty Limited may prejudice its application or suitability as a Guarantor. The applicant should contact Brownbuilt Pty Limited if it wishes to correct any personal information to ensure that its personal information is relevant, up to date, complete and not misleading. The Applicant acknowledges that any authorised disclosure of personal information by Brownbuilt Pty Limited may include disclosure of inaccurate personal information if the applicant has not kept such information relevant up to date, complete and not misleading.

In relation to this Application for commercial credit and to any commercial credit extended should this Application by approved, each of the undersigned individuals hereby agrees that if Brownbuilt Pty Limited considers it relevant to assessing this Application or whether to accept the individual as a Guarantor for any commercial credit sought or extend then, subject always to the provisions of the Privacy Act 1988, Brownbuilt Pty Limited may obtain from or provide to a credit reporting agency, another credit provider or other authorised party, a report containing personal information or personal consumer credit information of the type permitted under the said Act and may use such information for any purpose allowed under such Act.

Full Name: _____	Signature: _____	Date: _____
Full Name: _____	Signature: _____	Date: _____
Full Name: _____	Signature: _____	Date: _____
Full Name: _____	Signature: _____	Date: _____

TERMS & CONDITIONS OF TRADE

Date: October 2002

The following terms and conditions apply to and form part of any contract between Brownbuilt Pty Limited (the Company) and a customer for the supply of goods or services by the Company whether or not quotations are given and how they are given. These terms and conditions replace any previous terms and conditions.

1. PRICES AND SPECIFICATIONS

- (a) Prices and specifications are subject to change without notice. All prices are subject to any Federal, State or other taxes in effect at the time of despatch.
- (b) The customer shall pay forthwith upon demand by the Company any goods and services, consumption, value added or similar tax (GST) or reimburse the Company for any GST paid or payable by the Company in respect of such GST imposed on the Company as supplier with respect to any payment by the customer to the Company of the price or other monies to be paid pursuant to any supply of goods and/or services by the Company to the customer.
- (c) Import duty (if any) included in any quotation is based on the rates and methods of assessment in force as at the date of quotation. All variations whether arising from statutory amendments, changes of interpretation or classification, or variations in the rates of tax shall be to the customer's account.
- (d) Variations in rates of exchange, freight, insurance, duty and cartage on imported equipment or components, affecting the amounts paid by the Company for the actual equipment or components supplied shall be to the customer's account.

2. QUOTATIONS

- (a) Quotations are valid for thirty (30) days from date of writing. The Company may amend, vary or withdraw the quotation at any time.
- (b) No quotation given by the Company shall constitute an offer. An order placed by a customer (whether or not pursuant to any such quotation) is not binding on the Company unless and until agreed to in writing by the Company.
- (c) Quotations cover only the work specified therein. Any variation or additional work requested by the customer or resulting from drawing, samples, specifications or authorisations subsequently submitted may be charged extra and be subject to a revised delivery date. Any such variation or additional work must be agreed to in writing by the Company.

3. PAYMENT

- (a) Unless otherwise agreed to in writing all goods will be supplied on a C.O.D. basis. The Company shall be entitled to request payment of a deposit of such amount as it thinks fit prior to the commencement of work on the customer's order.
- (b) The extension of credit shall be at the absolute discretion of the Company and where extended shall require payment by net cash within 30 days from end of month.
- (c) If the customer defaults in the payment of any monies due to the Company, the Company shall be entitled to charge interest on all amounts not paid by the due date for payment. Such interest shall be calculated on a daily basis from the due date for payment until the date the Company received payment at such rate as may be determined by the Company, up to but not exceeding a rate of three percent (3%) per annum above the rate charged by the Company's Bank on overdrafts in excess of \$100,000.00.

4. DELIVERY

- (a) Where delivery of the goods is effected by way of part deliveries the Company shall be entitled to invoice the customer for pro rata progress payments in respect thereof.
- (b) Should the Company agree to defer delivery of any goods at the request of the customer, a storage fee equivalent to 2.0% of the invoiced value thereof shall be payable by the customer for each month or part thereof of that delivery of the goods is so deferred. This charge will be payable per our normal trading terms.
- (c) The Company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control and the customer shall accept and pay for goods notwithstanding late delivery.
- (d) Possession of and risk in the goods shall pass to the customer at the time goods are loaded onto the vehicle at the Company's premises (Delivery).
- (e) Where the Company agrees to carry out delivery of the goods on behalf of the customer, a delivery charge will be incorporated in the unit value and calculated as 5.3% of that amount. Any alteration to the delivery charge will be notified to the customer.
- (f) The customer shall be responsible for and shall indemnify the Company for loss or damage to the goods from the time of delivery until paid for in full.
- (g) Shortages in delivery must be reported to the Company within 7 days of the date of receipt of the goods by the customer failing which the Company will not be liable for such shortages nor for any losses which the customer may otherwise sustain.
- (h) Delivery to third parties may be arranged at the request of the customer subject to acceptance by the Company.

5. WARRANTY

All implied conditions, warranties and undertakings, other than those implied by Part V of the Trade Practices Act, are hereby expressly excluded. Where the goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then the Company's liability for breach of a condition or warranty implied by Part V of the Trade Practices Act is limited, at its option, to any one or more of the following -

- (a) the replacement of the goods or the supply of equivalent goods,
- (b) the repair of goods,
- (c) the payment of the cost of replacing goods or of acquiring equivalent goods,
- (d) the payment of the cost of having the goods repaired.

6. INDEMNITY

Without prejudice to any other rights the Company may have, the customer unconditionally shall indemnify the Company for and all losses, damage and expenses incurred by the Company should the customer cancel any order or breach any term hereof.

7. MATERIAL SUPPLIED BY CUSTOMER

- (a) All equipment, materials, property, plans or specifications furnished by or on behalf of the customer to the Company for the purpose of its performing any services or manufacturing any products or goods shall be of suitable specification and quality for the performance of such services or the manufacture of such products or goods. The Company shall not be liable in any way whatsoever where materials, equipment, goods, plans or specifications supplied by or on behalf of the customer are defective or unsuitable.
- (b) Where the customer supplies materials or property adequate quantities shall be supplied to cover spoilage. The Company shall not be required to check or count materials or property when received by it unless agreed in writing by the Company. The Company shall be entitled to an additional charge for such counting or checking.
- (c) Property and materials supplied by or for and on behalf of the customer for use by the Company (including property or materials in transit) are at the customer's risk and the Company shall not be liable in any way whatsoever for loss or damage to such property or material.
- (d) The Company may charge for handling and storage of property, materials or equipment supplied by or on behalf of the customer.

8. TITLE

While risk in the goods shall pass on delivery, legal and equitable title shall remain with the Company until full payment for all debts owed to the Company is made. Until payment is made in full the customer will have responsibility as bailee of the goods and will return the goods to the Company if so requested. Notwithstanding the foregoing the customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate. The customer shall at all times permit the Company to enter into any premises upon which the goods are situated or stored and remove the goods in the event that the Company is entitled to exercise its rights pursuant to this clause.

9. DEFAULT

Should the customer fail to make due payment for any goods or service supplied by the Company or commit an act of bankruptcy or by act or omission enable the appointment of a scheme manager, trustee, official manager, receiver and manager, administrator, liquidator or any other person authorised to enter into possession or assume control of any property of the customer pursuant to a mortgage or other security, or according to Law the customer shall be in breach of these Terms and Conditions of Trade and the customer acknowledges that, the Company may, without prejudice to any other rights it may have, do any or all of the following -

- (i) withdraw any credit facilities which may have been extended to the customer and demand immediate payment of all monies owing to the Company;
- (ii) withhold any further deliveries of goods or performance of services required under the contract;
- (iii) in respect of goods already delivered, enter onto the customer's premises to recover and resell same for its own benefit;
- (iv) suspend and/or terminate performance of any other contracts which the Company has with the customer.

10. COLLECTIONS CHARGES

Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies from the customer including debt collection agency fees and commission and solicitors costs (full indemnity basis) shall be paid by the customer.

11. GOVERNING LAW

All contracts between the Company and the customer shall be governed by the Law of the State of New South Wales and of the Commonwealth of Australia and for this purpose the Courts of the State of New South Wales and of the Commonwealth of Australia shall have non-exclusive jurisdiction in respect of any dispute or issues arising out of such contracts.