

**WESCO QUARRY PRODUCTS PTY LTD &
WESCO READY MIXED CONCRETE (NSW) PTY LTD**

phone: 9756 3366, fax: 9725 4019

COMMERCIAL CREDIT APPLICATION

DETAILS OF ACCOUNT CUSTOMER: (tick where appropriate)

[] A company [] A corporation [] Partnership [] Sole Trader

COMPANY/REGISTERED BUSINESS NAME: Business Registration No: _____

Company Name: _____ A.B.N.: _____

Business Name: _____ A.B.N.: _____

Registered Address: _____ P/Code: _____

Business Phone No: _____ Mobile No: _____ Facsimile No: _____

DETAILS OF DIRECTORS – PARTNERS – PROPRIETORS – SOLE TRADERS:

Name: _____ D.O.B.: _____ Drivers Lic No: _____

Address: _____

Name: _____ D.O.B.: _____ Drivers Lic No: _____

Address: _____

Name: _____ D.O.B.: _____ Drivers Lic No: _____

Address: _____

OPERATION DETAILS:

Amount of time in Business: Years: _____ Months : _____ Premises: Leased [] Owned [] Purchasing []

If leased: Name of Owner: _____ Phone No: _____

If purchasing: Name of Mortgagor: _____ Phone No: _____

Address: _____ P/Code: _____

CONTACT DETAILS FOR ACCOUNT:

Postal Address for Accounts: _____

Accountant Name: _____ Phone No: _____

FINANCIAL DETAILS:

Bank Name: _____ Account No: _____

Address: _____

Contact name at Bank: _____ Credit Limit Required (per month) \$ _____

TRADE REFERENCES:

1. _____ FAX: _____ PHONE: _____

2. _____ FAX: _____ PHONE: _____

3. _____ FAX: _____ PHONE: _____

*** Please do not include Petrol Accounts as references.

SIGNATURES: I have read and agreed to the terms and conditions stated overleaf. If the Applicant is a Corporation or Limited Company, I have noted that the Guarantee & Indemnity on the reverse of this application is to be completed by all directors and / or partners.

1. _____ Print Name: _____ Date: _____

2. _____ Print Name: _____ Date: _____

3. _____ Print Name: _____ Date: _____

Witness: _____ Name: _____ Date: _____

WESCO READY MIXED CONCRETE (NSW) PTY. LTD.
(Herein after referred to as WESCO)
phone: 9756 3366, fax: 9725 4019
HEAD OFFICE: Unit 17, 49-63 Victoria St. Smithfield. NSW 2164.

TERMS & CONDITIONS

1. If the Applicant is a Corporation or limited company, the Guarantee & Indemnity on this application (hereunder) is to be completed.
2. Payment in full is to be made within 30 days from the date of Invoice. WESCO reserves the right to withdraw credit facilities when an account becomes overdue / and / or adjust or increase the credit limit at their discretion. WESCO further reserves the right to charge interest on any overdue amounts at the current Local Court Civil Claims interest rate, together with all associated collection costs as charged by their Commercial Agents.
3. The directors and / or guarantors acknowledge and agree that the information contained in this commercial credit application form may be disclosed to a Credit reporting agency and / or to another provider. Commercial Agent, and / or any agent of WESCO for the purpose of enforcing the terms and conditions herein. Further, the directors and / or guarantors consent to WESCO obtaining a credit report concerning the directors and / or guarantors in accordance with Section 18K (1)(b) and Section 18L (4) of the Privacy Act 1988 and any subsequent amendments thereto.
4. Where the application for credit is a sole trader or partnership, the sole trader or in the case of a partnership, each of the partners, must sign this application and hereby consent to the Company obtaining a credit report on them individually for the purpose of assessing this commercial credit application pursuant to Section 18K (1)(b) and Section 18L (4) of the Privacy Act 1988 and any subsequent amendments thereto.
5. All matters that may require legal determination as a result of this Contract / Agreement, shall be determined within the appropriate court jurisdiction of New South Wales.
6. It is expressly agreed that the title to the goods sold hereunder shall not pass to the customer until payment has been received in full by the company but the equipment or part thereof delivered shall nevertheless be at the customer's risk from the time of delivery and customers shall indemnify WESCO against all loss of or damage to the equipment from whatever cause occurring after such time and WESCO shall not be under any obligation to give any statutory notice or other notice that it accepts no responsibility.

PERSONAL GUARANTEE & INDEMNITY

1. That in return for the consideration of WESCO agreeing to supply the debtor an account for goods for its business, at our request, the guarantor(s) are jointly and severally liable for the indebtedness of the debtor accounts that is owing now and for that which becomes due and owing from time to time.
2. That guarantee shall be a continuing guarantee and shall not be determined by the death of one or all of its guarantor and its provisions and shall operate notwithstanding any concession or indulgence given to the debtor account.
3. That WESCO may exercise its right under the guarantee at any time and the guarantor(s) shall pay the amount of any indebtedness of the debtor or account to the date of any demand, forthwith upon receipt of a written demand or its delivery to the last known address of each or all guarantor(s). It shall not be a condition precedent to the issue of any such demand that WESCO shall have exercised or exhausted its legal rights against the debt account.
4. That the guarantor(s) may be given written notice posted by registered mail to the registered office given to WESCO determine any further liability hereunder from the date of that notice but without discharging them in anyway from any indebtedness of the debtor account as a that date.
5. That in interpreting the rights and / or obligations of either party, the liability of the guarantor(s) shall continue notwithstanding the fact that WESCO may have entered into or become a party to a composition with the debtor.
6. The guarantor(s) acknowledges and agreed that WESCO shall be entitled at any time to assign its right under this guarantee to its successors, nominated transferees or assignees, and that this guarantee shall not be in any way affected or discharged pursuant to such assignment.
7. The guarantor(s) acknowledges that in the event the account is in default and WESCO under this personal guarantee incurs legal costs and collection costs, including commission, then the guarantor(s) indemnifies WESCO against all such costs incurred in recovering the outstanding amount owing by the customer to the supplier. Further, the guarantors consent to WESCO obtaining a credit report concerning the directors and / or guarantors in accordance with Section 18K (1)(b), (c) and (h) of the Privacy Act 1988 and any subsequent amendments thereto.
8. The guarantor(s) agree that WESCO are empowered under this guarantee to place a caveat on any or all properties of the guarantor(s) as and where deemed necessary by WESCO to protect the interests of WESCO however arising out of this guarantee and indemnity.

***** THIS IS A LEGAL DOCUMENT – YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR SIGNING.**

SIGNED BY GUARANTOR (S)

SIGNED BY GUARANTOR (S)

Company Name: _____

Position: _____

Signature: _____

Signed for and on behalf of WESCO

By: _____

Date: _____

In the presence of: _____ (its duly appointed officer)