

# ARCHICLAD

PTY LTD

## PLASTERBOARD & FIBRE CEMENT

I would like my account to be opened at the following store:

Please tick the appropriate selection box.

**Archiclad – Thomastown:**

52 Keon Parade  
Thomastown VIC 3074  
Phone: (03) 9460 2233 Fax: (03) 9460 2199  
Email: [accounts@archiclad.com.au](mailto:accounts@archiclad.com.au)

**Archiclad – Lynbrook:**

5 Chapel Street  
Lynbrook VIC 3975  
Phone: (03) 9799 8111 Fax: (03) 9799 8644  
Email: [accounts@archiclad.com.au](mailto:accounts@archiclad.com.au)

## CONFIDENTIAL CREDIT APPLICATION FORM

### Completing and Submitting this Document

For your application to be processed, ensure you have completed and signed both parts of this document: The **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.

**Return this document (fully completed, signed and witnessed) to Archiclad Pty Limited ABN 82 100 917 191 at 52 Keon Parade, Thomastown VIC 3074 or Archiclad Building Products Pty Limited ABN 90 143 831 038 at 5 Chapel Street, Lynbrook VIC 3975.**

# CONFIDENTIAL CREDIT APPLICATION



James Hardie  
A smarter way to build



Boral  
Plasterboard



**ARCHICLAD**  
PLASTERBOARD & FIBRE CEMENT

## Completing and Submitting this Document

Thank you for applying for credit facilities with Archiclad Pty Limited ABN 82 100 917 191 of 52 Keon Parade, Thomastown VIC 3074 or Archiclad Building Products Pty Limited ABN 90 143 831 038 of 5 Chapel Street, Lynbrook VIC 3975

For your application to be processed, it is necessary to fully complete and sign both parts of this document: the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.

Return this document (fully completed, signed and witnessed) to Archiclad Pty Limited at Thomastown or Archiclad Building Products Pty Limited at Lynbrook

Application Date \_\_\_\_\_

Sales Representative \_\_\_\_\_  
Branch \_\_\_\_\_ Phone No \_\_\_\_\_

## Section 1 - All Applicants - Must complete this Section in full

Enter all details relevant to your Business.

Business Operates as  Pty Ltd/Ltd Company  Trustee  Sole Trader  Partnership

Business/Company Name \_\_\_\_\_ ABN/ACN \_\_\_\_\_

Trading Name \_\_\_\_\_

Trust Name \_\_\_\_\_ ABN \_\_\_\_\_

Business/Street Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Ph. Business ( ) \_\_\_\_\_ After Hours ( ) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Year Business Commenced \_\_\_\_\_ Nature of Business \_\_\_\_\_

Bank Name \_\_\_\_\_ BSB No \_\_\_\_\_ Account No \_\_\_\_\_

Contracting/Building License No \_\_\_\_\_

Credit Amounts Required Enter an estimated credit amount required per month: \$ \_\_\_\_\_

## Section 2 - Companies, Sole Trader and Business Partnerships—Must complete this section in full.

Enter all details for all Directors, Sole Traders and Business Partners.

(1) Full Name _____	(3) Full Name _____
DOB / / Drivers License No _____	DOB / / Drivers License No _____
Residential Address _____	Residential Address _____
Postcode _____	Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
(2) Full Name _____	(4) Full Name _____
DOB / / Drivers License No _____	DOB / / Drivers License No _____
Residential Address _____	Residential Address _____
Postcode _____	Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented



# CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

## Section 3 - Spouses of Directors, Sole Traders and Business Partners—Must complete this section in full

Enter all details for Spouses of all Directors, Sole Traders and Business Partners.

(1) Spouse Full Name	<input type="text"/>	(3) Spouse Full Name	<input type="text"/>
DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>	DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>
Drivers License No	<input type="text"/>	Drivers License No	<input type="text"/>
Residential Address	<input type="text"/>	Residential Address	<input type="text"/>
	Postcode <input type="text"/>		Postcode <input type="text"/>

(2) Spouse Full Name	<input type="text"/>	(4) Spouse Full Name	<input type="text"/>
DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>	DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>
Drivers License No	<input type="text"/>	Drivers License No	<input type="text"/>
Residential Address	<input type="text"/>	Residential Address	<input type="text"/>
	Postcode <input type="text"/>		Postcode <input type="text"/>

## Section 4 - All Applicants - Must complete this Section.

Enter Trade References - Major Suppliers only.

SUPPLIER NAME	BUSINESS LOCATION	CONTACT PHONE NO
1.		
2.		
3.		

## Section 5 - All Applicants - Must complete this Section in full.

### History of Solvency

Has the Applicant or anyone associated with the Applicant been:

- A. Bankrupt or used Part X of the Bankruptcy Act? YES/NO
- B. Involved with the management or control of a business which has been wound up, had receivers appointed or entered into a scheme for the benefit of creditors? YES/NO
- If yes, details: \_\_\_\_\_
- \_\_\_\_\_

## Section 6 - All Applicants - Must complete this Section in full.

### Financial Details

Are business premises owned or leased?  Owned  Leased

If owned, are premises subject to mortgage or charge? \_\_\_\_\_

Is there any other charge or mortgage on the business assets? YES/NO

If yes, please provide details: \_\_\_\_\_

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or your company? YES/NO

If yes, please provide details: \_\_\_\_\_

Do you currently trade with any other Plasterboard Centres? YES/NO

If yes, which one(s): \_\_\_\_\_

# Credit Application- Terms & Conditions of Trade

1. <b>Definitions</b>	(a) The Customer or the Customer's nominated carrier takes 11.9 possession of the Goods or Archiclad's sole discretion.	Subject to any express provisions to the contrary (including those contained in this clause 10) nothing in these terms and conditions is intended to limit or exclude the application of the provisions of the PPSA.	(c) reports are available to Archiclad when Archiclad sends an email to the system to collect and review the information (collectively Personal Information)
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	(b) Archiclad (or Archiclad's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	<b>Security and Charge</b>	In order to enable/disable the collection of Personal Information via Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website prior to proceeding with a purchase/order via Archiclad's website.
1.2 "Archiclad" means all associated organisations being Archiclad Pty Ltd (ACN: 103 171 038) and its successors and assigns or any person acting on behalf of and with the authority of Archiclad.	At Archiclad's sole discretion, the cost of Delivery is in addition to the Price.	The Customer agrees to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to 17.3 secure the performance of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	The Customer agrees for Archiclad to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable) previous to the credit report (history) about the Customer in relation to credit provided by Archiclad.
1.3 "Customer" means the person, entities or any person acting on behalf of or on the authority of the Customer who has agreed with Archiclad to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	Archiclad may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the terms and conditions of the contract. The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:	The Customer indemnifies Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	The Customer agrees that Archiclad may exchange information about the Customer with these credit providers and with related body corporates for the following purposes:
(a) if there is more than one Customer, is a reference to each Customer jointly and severally;	(a) discrepancy in quantity shall not exceed five percent (5%); and	The Customer irrevocably appoints Archiclad and each director of Archiclad as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.	(a) to assess an application by the Customer; and/or
(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	(b) the Price shall be adjusted pro rata to the discrepancy.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(b) to notify other credit providers of a default by the Customer; and/or
(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee;	(c) The Customer's liability for delivery of the Goods is an 12.3 estimate. The Customer's liability for delivery of the Goods is an estimate of the Goods whenever they are tendered for delivery. Archiclad will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then Archiclad shall be entitled to charge a reasonable fee for redelivery and/or storage.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
(d) includes the Customer's executors, administrators, successors and permitted assigns.	On-Line Ordering	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.
1.4 "Goods" means Goods or Services supplied by Archiclad to the Customer at the Customer's request from time to time (where the context so permits, the terms "Goods" or "Services" shall be interchangeable for the other).	The Customer acknowledges and agrees that:	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	The Customer consents to Archiclad being given a consumer credit report to collect overdue payment on commercial credit.
1.5 "Confidential Information" means information of a confidential nature, whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial information, and any other information that is confidential or otherwise "Personal Information" such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.	(a) Archiclad does not guarantee the website's performance;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	The Customer agrees that Archiclad may use and retain the information provided may be used and retained by Archiclad for the following purposes (and for other agreed purposes or required by):
1.6 "Cookies" means small files which are stored on a user's computer. They are designed for the most part to enhance the user's personal information) specific to the user's client and website, and can be accessed either by the web server or the client's computer.	(b) display on the website does not guarantee the availability of any particular content or features placed through the website shall be subject to confirmation of acceptance by Archiclad;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(a) the payment of Goods; and/or
1.7 "Customer does not wish to allow Cookies to operate in the background" means an order placed on the website where the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Goods via the website.	(c) on-line ordering may be unavailable from time to time for regular scheduled maintenance and/or upgrades;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(b) the payment and/or status in relation to the provision of Goods; and/or
1.8 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999 (Cth)".	(d) there are inherent hazards in electronic distribution, and as such Archiclad cannot warrant against delays or errors in transferring data; and	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(c) processing of any payment instructions, direct debit facilities (including direct debit) or other facilities provided by the Customer; and/or
2. <b>Acceptance</b>	(e) on-line ordering may be unavailable from time to time for regular scheduled maintenance and/or upgrades;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(d) enabling the collection of amounts outstanding in relation to the Goods.
2.1 The Customer is taken to have exclusively accepted and immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for Goods or accepts Delivery.	(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, Archiclad shall be entitled to 13.6 recover any amount due to the Customer from the cardholder for use of the credit card for the transaction.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad may give information about the Customer to a CRB for the following purposes:
2.2 In the event of any inconsistency between the terms and conditions of this contract and any other document or schedule attached to the parties have entered into, the terms of this Contract shall prevail.	Archiclad reserves the right to terminate the Customer's order if it is found that the Customer has provided false or misleading information, interfered with other users or the administration of Archiclad's business, or violated these terms and conditions.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(a) to obtain a consumer credit report;
2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	The Customer shall ensure that Archiclad has clear and free access to the nominated address at all times, and that such access is suitable to accept the weight of laden trucks, to enable them to 13.8 deliver the Goods, and that the Customer has received permission from the local council for access to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Archiclad, and the Customer agrees to indemnify Archiclad for all costs incurred by Archiclad in recovering such vehicles in the event they become bogged or otherwise immovable.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(b) the name of the credit provider and that Archiclad is a current debtor of the credit provider;
2.4 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Archiclad and it has been approved with a credit limit established for the Customer.	Risk	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(c) whether the credit provider is a licensee;
2.5 In the event that the supply of Goods received exceeds the Customers credit limit and/or the account exceeds the payment terms, Archiclad reserves the right to refuse Delivery.	(a) If damage to or loss of the Goods passes to the Customer on 13.9 Delivery and the Customer must insure the Goods on or before Delivery.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(d) type of consumer credit;
2.6 The Customer acknowledges and accepts that the supply of Goods 9.1 for accepted orders may be subject to availability and, if, for any reason, Goods are not or cease to be available, Archiclad reserves the right to vary the Price with alternative Goods in accordance with 2.7. These terms and conditions shall be deemed to read in conjunction with Archiclad's Hire Form.	(b) If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Archiclad is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Archiclad is sufficient evidence of Archiclad's interest in the Goods and the Customer's obligation to indemnify Archiclad for all costs incurred by Archiclad in making further enquiries.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(e) details concerning the Customer's application for credit or recovery of a serious or credit default (including the date of commencement of the credit account and the amount requested);
2.7 (a) where the context so permits, the terms "Goods" or "Services" include any and all accessories, attachments, components and parts, and if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.	(c) If the Customer requests Archiclad to leave Goods outside Archiclad's premises, Archiclad will not be liable for any loss or damage to or loss of the Goods which are left at the Customer's 13.10 sole risk.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(f) advice of consumer credit defaults, overdue accounts, loan repayments or serious or credit default (including any overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue payments and no other arrears or other defaults or other defaults and all details surrounding that discharge (e.g. dates of payments);
2.8 Electronic signatures shall be deemed to be accepted by either 9.3 party provided that the signature is made in accordance with the Electronic Signatures (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	Where the Customer is to supply Archiclad with any design specifications (including, but not limited to, CAD drawings) the Customer shall be responsible for providing accurate data. 13.11 Archiclad shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(g) information that, in the opinion of Archiclad, the Customer has committed a serious or credit default;
3. <b>Errors and Omissions</b>	Any advice, recommendation, information, assistance or service 14.1 provided by Archiclad in relation to Goods supplied is given in good faith and without liability on the part of Archiclad, and it shall be the responsibility of the Customer to confirm the accuracy 15.1 and reliability of the same in light of the use to which the Customer 15.2 uses or intends to make of the Goods.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(h) information that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
3.1 The Customer acknowledges and accepts that Archiclad shall, without prejudice, accept no liability in respect of any alleged or actual errors (and/or omission(s))	Title	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	The Customer shall have the right to request (by e-mail) from Archiclad:
(a) resulting from an inadvertent mistake made by Archiclad in the formation and/or interpretation of this Contract; and/or	Archiclad and the Customer agree that ownership of the Goods is not affected by Delivery and shall not pass until:	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(a) a copy of the information about the Customer retained by Archiclad and the right to request that Archiclad correct any inaccuracies in the information retained by Archiclad;
(b) contained in any literature, hard copy and/or 5.1 electronic) supplied by Archiclad in respect of the Services.	(a) Archiclad has paid Archiclad all amounts owing to 15.2 Archiclad; and	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(b) that Archiclad does not disclose any personal information about the Customer for the purpose of direct marketing.
3.2 In the event that the Customer is negligent or willful misconduct or willful misconduct of Archiclad, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	(b) the Customer has met all of its other obligations to Archiclad (as is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 15.1);	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(c) that Archiclad does not disclose any personal information about the Customer for the purpose of direct marketing.
4. <b>Change of Control</b>	(c) the Customer is only a bailee of the Goods and must return the Goods to Archiclad on request;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	(d) Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
4.1 The Customer shall give Archiclad not less than fourteen (14) days 10.1 prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to the Customer's name, address, contact details, address, contact phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by Archiclad as a result of the Customer's failure to comply with this clause.	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for and to the benefit of Archiclad and must sell, dispose of or return the resulting product to Archiclad as it so directs.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Building and Construction Industry Security of Payment Act 2002
5. <b>Price and Payment</b>	(e) the Customer irrevocably authorises Archiclad to enter any agreement where the Goods are kept and recover possession of the Goods.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad's sole discretion, if there are any disputes or claims for unpaid Goods then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.
5.1 Archiclad's sole discretion the Price shall be either:	(f) Archiclad may recover possession of any Goods in transit (whether or not the Customer has paid for the Goods);	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(a) as indicated on any invoice provided by Archiclad to be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods which they remain the property of Archiclad;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.2 Archiclad reserves the right to change the Price:	(h) the Customer may continue to receive the Price of the Goods sold notwithstanding that ownership of the Goods 16.1 has not passed to the Customer.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(a) if a variation to the Goods which are to be supplied is requested; or	Personal Property Securities Act 2009 ("PPSA")	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(b) if a variation to the Services originally scheduled (including any applicable plans and specifications) is requested;	Archiclad and the Customer agree that ownership of the Goods is not affected by Delivery and shall not pass until:	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(c) if during the course of the Services, the Goods cease to be available from Archiclad's third party suppliers, then Archiclad reserves the right to provide alternative Goods, subject to prior confirmation and consent of both parties;	(a) Archiclad has paid Archiclad all amounts owing to 15.2 Archiclad; and	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(d) in the event of increases to Archiclad in the cost of labour or materials (including but not limited to overseas transactions) which may increase as a consequence of variations in foreign currency rates, exchange and/or international freight and insurance charges) which are beyond Archiclad's control.	(b) the Customer has met all of its other obligations to Archiclad (as is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 15.1);	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.3 Variations will be charged for on the basis of Archiclad's quotation, unless the Customer agrees to vary the Price on the basis of Archiclad's invoice. The Customer shall be required to respond to any variation submitted by Archiclad within ten (10) working days. Failure to do so will entitle Archiclad to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	(c) the Customer is only a bailee of the Goods and must return the Goods to Archiclad on request;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.4 At Archiclad's sole discretion, a non-refundable deposit may be required.	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for and to the benefit of Archiclad and must sell, dispose of or return the resulting product to Archiclad as it so directs.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date determined by Archiclad, which may be:	(e) the Customer irrevocably authorises Archiclad to enter any agreement where the Goods are kept and recover possession of the Goods.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(a) before Delivery;	(f) Archiclad may recover possession of any Goods in transit (whether or not the Customer has paid for the Goods);	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(b) by way of instalments/progress payments in accordance with Archiclad's payment schedule;	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods which they remain the property of Archiclad;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(c) the date specified on any invoice or other form as being the date for payment;	(h) the Customer may continue to receive the Price of the Goods sold notwithstanding that ownership of the Goods 16.1 has not passed to the Customer.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
(d) falling any notice to the contrary, the date which is thirty (30) days following the end of the month in which the invoice 11.3 and/or statement is posted to the Customer's address or address for notices;	Personal Property Securities Act 2009 ("PPSA")	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.6 Payment may be made by cash, cheque, electronic/on-line banking, credit card - excluding Diners (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Archiclad.	Archiclad and the Customer agree that ownership of the Goods is not affected by Delivery and shall not pass until:	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.7 Archiclad may in its discretion allocate any payment received from the Customer towards any invoice that Archiclad determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer to attend to any payment to Archiclad previously received and allocated, in the absence of any payment allocation by Archiclad, payment will be deemed to be allocated in such manner as preserves the maximum value of Archiclad's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	(a) Archiclad has paid Archiclad all amounts owing to 15.2 Archiclad; and	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.8 The Customer shall not be entitled to set off against, or deduct from, the amount of any payment due to Archiclad, or any amount due by Archiclad nor to withhold payment of any invoice because part of that invoice is in dispute.	(b) the Customer has met all of its other obligations to Archiclad (as is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 15.1);	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.9 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer shall be required to pay any GST in addition to any GST Archiclad may apply for any supply by Archiclad under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the 11.4 Price. In addition, the Customer must pay any other taxes and duties (including but not limited to, stamp duty) that may be applicable in addition to the Price except where they are expressly 11.5 included in the Price.	(c) the Customer is only a bailee of the Goods and must return the Goods to Archiclad on request;	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
5.10 Receipt by Archiclad of any form of payment other than cash shall 11.6 not be deemed to be payment until that form of payment has been honoured, cleared and until the Customer's right of title, 11.7 ownership and ownership in relation to the Goods and this agreement, shall continue.	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for and to the benefit of Archiclad and must sell, dispose of or return the resulting product to Archiclad as it so directs.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.
6.1 Delivery of the Goods ("Delivery") is taken to occur at the time that:	(e) the Customer irrevocably authorises Archiclad to enter any agreement where the Goods are kept and recover possession of the Goods.	The Customer agrees to indemnify Archiclad from and against all Archiclad's costs and expenses (including legal costs of a solicitor and own client basis incurred in exercising Archiclad's rights under this clause).	Archiclad will destroy personal information upon the Customer's request (by email) and the Customer may require a complaint to the Information Commissioner at www.oaic.gov.au.

# CONFIDENTIAL CREDIT APPLICATION FORM

## (continued)

### CREDIT ACCOUNT TERMS AND CONDITIONS (CONT'D)

**PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM**

#### APPLICANT SIGNATURE/S

Application is hereby made for a credit account. I agree to be bound by the conditions contained herein for Archiclad Pty Ltd and/or Archiclad Building Products Pty Ltd, and consent to the conditions pertaining to the Privacy Policy, as detailed in Clause 17 of the terms and conditions above. I acknowledge that Archiclad might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I agree that the above terms and conditions will apply to the purchase of those Goods.

**ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW**

**INDEPENDENT ADULT WITNESS SIGN BELOW  
(Not Spouses or Family Members, Directors or Shareholders.)  
Witness must witness signature of applicant at same time of signature.**

<p><b>(1) SIGNED BY</b></p> <p>Signature _____</p> <p>Print Name of Signatory _____</p> <p>Date _____</p>	<p><b>WITNESSED BY</b></p> <p>Signature _____</p> <p>Print Name of Witness _____</p> <p>Address _____</p> <p>Date _____</p>
<p><b>(2) SIGNED BY</b></p> <p>Signature _____</p> <p>Print Name of Signatory _____</p> <p>Date _____</p>	<p><b>WITNESSED BY</b></p> <p>Signature _____</p> <p>Print Name of Witness _____</p> <p>Address _____</p> <p>Date _____</p>
<p><b>(3) SIGNED BY</b></p> <p>Signature _____</p> <p>Print Name of Signatory _____</p> <p>Date _____</p>	<p><b>WITNESSED BY</b></p> <p>Signature _____</p> <p>Print Name of Witness _____</p> <p>Address _____</p> <p>Date _____</p>
<p><b>(4) SIGNED BY</b></p> <p>Signature _____</p> <p>Print Name of Signatory _____</p> <p>Date _____</p>	<p><b>WITNESSED BY</b></p> <p>Signature _____</p> <p>Print Name of Witness _____</p> <p>Address _____</p> <p>Date _____</p>

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.**



# CONFIDENTIAL

## PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

### Important Note

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement** must be completed in full and signed by all Directors, Sole traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

**Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.**

To: Archiclad Pty Limited ABN 82 100 917 191 at Thomastown or Archiclad Building Products Pty Limited ABN 90 143 831 038 at Lynbrook and to each related body corporate of Archiclad Pty Limited at Thomastown or Archiclad Building Products Pty Limited at Lynbrook its assigns here known as "Archiclad".

I the undersigned have requested Archiclad to

supply \_\_\_\_\_ trading as \_\_\_\_\_ (the Customer)  
Business or Company Name

Trading Name and/or Trust Name

of \_\_\_\_\_  
Address of Business or Company

with Goods on credit. Should Archiclad elect to do so then:

### I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Archiclad of all monies which are now owing to Archiclad by the Customer and all further sums of money from time to time owing to Archiclad by the Customer in respect of goods and services supplied or to be supplied by Archiclad to the Customer or any other liability of the Customer to Archiclad, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Archiclad, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Archiclad the Guarantor will immediately on demand pay the relevant amount to Archiclad. In consideration of Archiclad agreeing to supply the goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Archiclad registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Archiclad and each director of Archiclad as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Archiclad may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Archiclad on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own Customer basis) incurred by, or assessed against, Archiclad in connection with:
  - the supply of goods and/or services to the Customer; or
  - the recovery of monies owing to Archiclad by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Archiclad's nominees contract default fee and legal costs; or
  - monies paid by Archiclad with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Archiclad, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Archiclad to the Customer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood Archiclad's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Archiclad by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Archiclad's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Archiclad, each Guarantor shall be a principal debtor and liable to Archiclad accordingly.
- If any payment received or recovered by Archiclad is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Archiclad shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Archiclad.**
- I/we irrevocably authorise Archiclad to obtain from any person or company any information which Archiclad may require for credit reference purposes. I/We further irrevocably authorise Archiclad to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Archiclad as a result of this Guarantee and Indemnity being actioned by Archiclad.
- The above information is to be used by Archiclad for all purposes in connection with Archiclad considering this Guarantee and Indemnity and the subsequent enforcement of the same.

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# CONFIDENTIAL

# PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (continued)

## CERTIFICATE OF GUARANTEE

### EXECUTED AS A DEED

#### Agreement to Terms of the Personal Guarantee and Indemnity

By signing below as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. I understand that if the Customer fails to make any required payments to Archiclad, Archiclad may recover the amount of these payments from me personally. In this case Archiclad may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the Privacy Policy, as detailed in Clause 17 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

#### Signing of Personal Guarantee and Indemnity—All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole traders and Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses

#### ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

##### ALL GUARANTORS SIGN BELOW

(Not Spouses or Family Members, Directors or Shareholders)

Witness must witness signature of Guarantor at same time of signature.

##### INDEPENDENT ADULT WITNESS SIGN BELOW

#### (1) SIGNED BY

Signature \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_

Date \_\_\_\_\_

#### WITNESSED BY

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

#### (2) SIGNED BY

Signature \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_

Date \_\_\_\_\_

#### WITNESSED BY

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

#### (3) SIGNED BY

Signature \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_

Date \_\_\_\_\_

#### WITNESSED BY

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

#### (4) SIGNED BY

Signature \_\_\_\_\_

Print Name of \_\_\_\_\_

Signatory Date \_\_\_\_\_

#### WITNESSED BY

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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