

ARCHICLAD

BUILDING PRODUCTS

Archiclad – Thomastown:

52 Keon Parade
Thomastown VIC 3074
Phone: (03) 9460 2233 Fax: (03) 9460 2199
Email: 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

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



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 _____ <small>Sales Representative to complete for office use only</small>
	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 Licence 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 _____ DOB / / Drivers Licence No _____ Residential Address _____ Postcode _____ Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	(3) Full Name _____ DOB / / Drivers Licence No _____ Residential Address _____ Postcode _____ Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
(2) Full Name _____ DOB / / Drivers Licence No _____ Residential Address _____ Postcode _____ Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	(4) Full Name _____ DOB / / Drivers Licence No _____ Residential Address _____ Postcode _____ 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 Licence No	<input type="text"/>	Drivers Licence 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 Licence No	<input type="text"/>	Drivers Licence 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. Definitions	(a) the Customer or the Customer's nominated carrier takes possession of the Goods at Archivald's address	11.9
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) Archivald or the Customer's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	12.1
1.2 "Archivald" means all associated organisations being: Archivald Pty Ltd (ACN: 103 171 038), its successors and assigns or any person acting on behalf of and with the authority of Archivald.	At Archivald's sole discretion, the cost of Delivery is in addition to the Price.	12.2
1.3 "Customer" means the person, entities or any person acting on behalf of the Customer who has accepted the offer of Archivald to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	Archivald may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the terms and conditions of this Contract.	12.3
(a) if there is more than one Customer, is a reference to each Customer jointly and severally;	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:	12.2
(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	(a) discrepancy in quantity shall not exceed five percent (5%); and	12.2
(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee;	(b) the Price shall be adjusted pro rata to the discrepancy.	12.3
(d) includes the Customer's executors, administrators, successors and permitted assigns.	Any time specified by Archivald for delivery of the Goods is an estimate and Archivald must deliver the Goods in receipt or collection of the Goods whenever they are tendered for delivery.	12.3
1.4 "Goods" means the Services supplied by Archivald to the Customer at the Customer's request from time to time (where the contract so permits the terms "Goods" or "Services" shall be interchangeable for the other).	Archivald 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 Archivald shall be entitled to charge a reasonable fee for redelivery and/or storage.	13.1
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 documents or information not intended to be "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.	On-Line Ordering The Customer acknowledges and agrees that: (a) Archivald does not guarantee the website's performance; (b) display on the website does not guarantee the availability of any particular goods or services or that orders placed through the website shall be subject to confirmation of acceptance by Archivald; (c) on-line ordering may be unavailable from time to time for regular scheduled maintenance and/or upgrades; (d) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (e) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (f) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (g) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (h) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (i) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (j) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (k) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (l) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (m) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (n) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (o) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (p) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (q) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (r) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (s) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (t) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (u) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (v) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (w) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (x) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (y) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald; (z) there are inherent hazards in electronic distribution, and as such Archivald cannot warrant against delays or errors in transmitting data between the Customer and Archivald;	13.1
1.6 "Cookies" means small files which are stored on a user's computer. They are designed to assist in a user's navigation of a website and to store personal information specific to a particular user and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in their browser, they may adjust their browser settings to prevent Cookies from being used. 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.	(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, Archivald shall be entitled to verify the credit card details with the cardholder for use of the credit card for the transaction.	13.6
1.7 "Price" means the GST inclusive price (where applicable) for the Goods as agreed between Archivald and the Customer in accordance with clause 5 below.	Archivald reserves the right to terminate the Customer's order if it is determined that the Customer has provided false or misleading information, interfered with other users or the administration of Archivald's business, or violated these terms and conditions.	13.7
1.8 "GST" means Goods and Services Tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth).	The Customer shall ensure that Archivald 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 deliver the Goods, and to accept the weight of any damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Archivald, and the Customer agrees to indemnify Archivald for all costs incurred by Archivald in recovering such vehicles in the event they become bogged or otherwise immovable.	13.8
2. Acceptance	Risk Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	13.9
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for Goods or accepts Delivery.	(a) where the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Archivald is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Archivald is sufficient evidence of Archivald's ownership of the Goods and the Customer will not need the need for any person dealing with Archivald to make further enquiries.	13.9
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other document or information, the terms of this Contract shall prevail.	(b) if the Customer requests Archivald to leave Goods outside Archivald's premises or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	13.9
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.	(c) where the Customer is to supply Archivald with any design specifications (including, but not limited to, CAD drawings) the Customer shall be responsible for providing accurate data.	13.11
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 Archivald and it has been approved with a credit limit established for the account.	Archivald shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.	13.11
2.5 In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, Archivald reserves the right to refuse Delivery.	Any advice, recommendation, information, assistance or service14.1 provided by Archivald in relation to Goods supplied is given in good faith and without warranty. Archivald shall not be liable for any loss or damage resulting from the use of such information, and it shall be the responsibility of the Customer to confirm the accuracy15.1 and reliability of the same in light of the use to which the Customer15.1 uses or intends to make of the Goods.	13.11
2.6 The Customer acknowledges and accepts that the supply of Goods1.1 for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Archivald reserves the right to vary the terms of any contract or order placed with it.	Title Archivald and the Customer agree that ownership of the Goods is not affected by Delivery and shall not pass until:	13.11
2.7 These terms and conditions may be amended to be read in conjunction with Archivald's Hire Form, and:	(a) Archivald has issued Archivald all amounts owing to it;	13.11
(a) where the context so permits, the terms "Goods" or "Services" include any and all accessories, attachments, parts and components;	(b) the Customer has met all of its other obligations to Archivald. It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 11.1;	13.11
(b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.	(a) the Customer is only a bailee of the Goods and must return the Goods to Archivald on request;	13.11
2.8 Electronic signatures shall be deemed to be accepted by either party3.1 and provided that the Customer agrees to the terms of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(b) the Customer holds the insurance of the Customer's insurance of the Goods on trust for Archivald and must pay to Archivald the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;	13.11
3. Errors and Omissions	(c) the Customer shall not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes14.1 or parts with possession of the Goods then the Customer must indemnify Archivald against all costs incurred by Archivald in recovering such vehicles in the event they become bogged or otherwise immovable.	13.11
3.1 The Customer acknowledges and accepts that Archivald shall, without prejudice, accept no liability in respect of any alleged or actual errors (s) and/or omission(s):	(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 must indemnify Archivald for the loss and benefit of Archivald and must sell, dispose of or return the resulting product to Archivald as if so directed;	13.11
(a) resulting from an inadvertent mistake made by Archivald in the formation and/or amendment of this Contract; and/or	(e) the Customer irrevocably authorises Archivald to enter any recovery proceedings where the Goods are kept and recover possession of the Goods;	13.11
(b) contained in/omitted from any literature, hard copy and/or electronic (supplied by Archivald in respect of the Services);	(f) Archivald may recover possession of any Goods in transit (whether or not the Customer has paid for the Goods) if the Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of Archivald;	13.11
(c) in the event of any inconsistency between the terms and conditions of this Contract and any other document or information, the terms of this Contract shall prevail.	(g) the Customer may consent to process the Price of the Goods sold notwithstanding that ownership of the Goods16.1 has not passed to the Customer.	13.11
3.2 In the event of any inconsistency between the terms and conditions of this Contract and any other document or information, the terms of this Contract shall prevail.	Personal Property Securities Act 2009 ("PPSA") This clause constitutes a security interest statement, security agreement, and security interest having the meaning given to it by the PPSA.	13.11
4. Control	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Archivald to the Customer.	13.11
4.1 The Customer shall give Archivald not less than fourteen (14) days 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 phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by Archivald as a result of the Customer's failure to comply with this clause.	The Customer undertakes to:	13.11
5. Price and Payment	(a) promptly sign all further documents and/or provide any further13.9 information (such as a copy of a contract) that is required to be signed to-date in all respects which Archivald may reasonably require;	13.11
5.1 At Archivald's sole discretion the Price shall be either:	(i) register a financing statement or financing change16.4 statement in relation to the security interest on the Personal Property Securities Register;	13.11
(a) as indicated on any invoice provided by Archivald to the Customer;	(ii) register any other document required to be registered by the PPSA or any other act;	13.11
(b) Archivald's quoted prices (subject to clause 5.2 which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days).	(iii) file a defect in a statement referred to in clause 17.1.11.3(a)(i) or 11.3(a)(ii);	13.11
Archivald reserves the right to change the Price:	(b) indemnify, and upon demand reimburse, Archivald for all expenses incurred in registering a financing statement or financing change16.4 statement in relation to the security interest on the Personal Property Securities Register established by the PPSA or respecting any Goods charged thereby;	13.11
(a) if a variation to the Goods which are to be supplied is requested; or	(c) not register, or permit to be registered, a financing statement or a financing change16.4 statement in relation to the Goods in favour of a third party;	13.11
(b) if a variation to the Services originally scheduled (including any applicable plans) is requested; or	(e) immediately advise Archivald of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales;	13.11
(c) if during the course of the Services, the Goods cease to be available from Archivald's third party suppliers, then Archivald reserves the right to provide alternative Goods, subject to prior confirmation and consent of both parties;	(f) the PPSA do not apply to the security agreement created by these terms and conditions.	13.11
(d) in the event of increases to Archivald in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates and/or international freight and insurance charges) which are beyond Archivald's control.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.3 Variations will be charged for on the basis of Archivald's quotation, and will be added to the Customer's invoice. The Customer shall be required to respond to any variation submitted by Archivald within ten (10) working days. Failure to do so will entitle Archivald 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.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.4 At Archivald's sole discretion, a non-refundable deposit may be required.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
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 Archivald which may be:	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
(a) by way of instalments/progress payments in accordance with Archivald's payment schedule;	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
(b) the date specified on any invoice or other form as being the date for payment;	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
(c) falling any notice to the contrary, the date which is thirty (30) days following the end of the month in which the invoice(s) and/or statement is posted to the Customer's address or address for notices;	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
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 Archivald.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.7 Archivald may in its discretion allocate any payment received from the Customer towards any invoice that Archivald determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer to create any payment to Archivald previously received and allocated, in the absence of any payment allocation by Archivald, payment will be deemed to be allocated in such manner as preserves the maximum value of Archivald's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.8 The Customer shall not be entitled to set off against, or deduct from any sum payable to Archivald, any amount which is due to Archivald nor to withhold payment of any invoice because part of that invoice is in dispute.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.9 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Archivald an amount equal to any GST Archivald may pay for any supply by Archivald under this Contract 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 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 included in the Price.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
5.10 Receipt by Archivald of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared and validly assigned to Archivald. Title and ownership in relation to the Goods, and this agreement, shall continue.	The Customer waives their rights to receive notices under sections 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.1, 16.1 and 17.1 of the PPSA.	13.11
6. Delivery	The Customer shall unconditionally ratify any actions taken by Archivald under clauses 11.3 to 11.5.	13.11
6.1 Delivery of the Goods ("Delivery") is taken to occur at the time that:		13.11

Please note that a larger print version of these terms and conditions is available from Archivald on request.

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

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 (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

INDEPENDENT ADULT WITNESS SIGN BELOW (Not Spouses or Family Members, Directors or Shareholders)

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

**** Please provide a copy of Driver's licence for all directors signing the personal guarantee ****

(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 _____ Date _____	WITNESSED BY Signature _____ Print Name of Witness _____ Address _____ Date _____

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Engineer Certified Pallet Deliveries

Archiclad offers the use of Engineer Certified Pallets for the purpose of Crane lifting product during delivery.

Archiclad pallets are individually numbered and a holding deposit of \$100.00 will be charged to your account as at the time of delivery. The charge will be removed from your account upon return to an Archiclad warehouse, with proof of return. Any pallets lost or damaged beyond repair will be charged out at the replacement cost of \$1,450.00 per pallet.

Engineer Certified Pallets are to be returned within 7 days of delivery.

Archiclad reserves the right to apply charges as per the Pallet Return Schedule below. No fee applies if Pallets are returned within 7 days.

Pallets will be inspected upon return, and any damage /cost to repair or replace will advised and invoiced accordingly.

Pallet Return Schedule	
Holding deposit. Applicable from date of delivery	\$100.00
Lost pallet Damaged beyond repair	\$1,450.00

**Pickup subject to current minimum delivery charge
prices are GST exclusive*

I have read and understand the Pallet Return Schedule and related charges which form part of and are intended to be read in conjunction with Archiclad's Terms & Conditions.

Director

SIGNED: _____

FULL NAME _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

Director

SIGNED: _____

FULL NAME _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

Director

SIGNED: _____

FULL NAME _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

Director

SIGNED: _____

FULL NAME _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

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