

TERMS AND CONDITIONS OF CREDIT APPLICATION AND TRADING AGREEMENT

DEFINITIONS

The following terms shall mean:

"**Agreement**": this Credit Application and Trading Agreement;
"**Credit Facility/Facilities**": the credit facility/facilities provided by the Supplier to the Customer pursuant to this Agreement;
"**Customer**": the applicant whose details are given in this Agreement;
"**Goods**": all goods and chattels and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature associated with the supply and manufacture, construction, repair of the goods supplied to the Customer and all the terms and conditions of this Agreement shall relate to any charge herein before mentioned imposed by the Supplier on the Customer;
"**Notice**": the notice in writing defined in paragraph 4 below;
"**Supplier**": WA Container Services PTY LTD (ABN 95 128 359 768)

TERMS AND CONDITIONS OF AGREEMENT

1. The Customer warrants that the information provided in the application is true accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the signatures of the person or persons appearing on this Agreement are duly authorised by the Customer.
3. The Customer agrees to observe the terms and conditions of this Agreement.
4. The Customer agrees that it is not entitled to any Credit Facilities until it receives notice in writing (the "Notice") stating that Credit Facilities have been granted from the Supplier and specifying the terms and conditions of such Credit Facilities. Until the Customer receives the Notice from the Supplier, any Goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
5. The parties agree that in the event that the Supplier, prior to approving credit, grants to the Customer time to pay for any Goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or by implication as the granting by the Supplier of Credit Facilities to the Customer and no Credit Facilities shall be granted unless so stated in the Notice.
6. If the Supplier grants Credit Facilities to the Customer then the following terms shall apply:-
 - a) Payment of all accounts shall be made by the due date, being 30 days from invoice date;
 - b) If Customer defaults in the payment of any moneys due under this Agreement then all moneys due to the Supplier shall immediately become due and payable and shall be paid by the Customer with SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at the rate of twelve per centum per annum on all overdue accounts from the due date until the date of actual payment;
 - c) The Customer must provide such security to the Supplier as the Supplier requires (including the execution of personal guarantees and indemnities by the signatories) and shall bear all costs in connection with this Agreement, including stamp duty on any security document, legal costs on a solicitor-client basis, debt collection expenses bank charges for dishonoured cheques and costs incurred in the recovery or attempted recovery of any amounts owing under this Agreement;
 - d) The Supplier may alter the terms of this Credit Facility by notice in writing to the Customer from time to time.
 - e) The Supplier has the right and will enforce a registered default listing against a customer who defaults in payment of their account. This default listing will show on the customers credit file for a period of 5 years.
7. Risk in the Goods passes on delivery of the Goods to the Customer.
8. Property Title of the Goods shall remain with the Supplier until such time as the Supplier receives payment for same.
9. If notwithstanding that the ownership of the Goods has not passed to the Customer, the Customer has sold the Goods to a third party, the Customer solely sells as a trustee for the Supplier and all proceeds (which shall be kept separately) or any property purchased with such proceeds, shall be held on trust for the Supplier.
10. The Supplier may grant to the Customer such variations in credit accommodation or other indulgence as it sees fit from time to time without affecting its rights or liabilities under this Agreement or any Guarantee and indemnify. Any such variation or waiver will not be valid unless it is in writing.
11. **Customer's Trust**
If the Customer enters into this Agreement as trustee of a trust ("Trust"), the Customer:
 - a) Confirms that it enters into this Agreement as trustee of the Trust both for its beneficiaries and for itself and in this Agreement, each reference to the Customer is a reference to it in each capacity; and

- b) Warrants to the Supplier that:
 - i. It is the only trustee of the Trust;
 - ii. No action has been taken or proposed to remove it as trustee of the Trust;
 - iii. It has power under the trust deed relating to the Trust to enter into and observe the Customer's Covenants;
 - iv. It has a right to be fully indemnified out of the trust fund of the Trust in respect of its obligations to perform and observe the Customer's Covenants
 - v. The assets of the Trust are sufficient to satisfy the Supplier's right of indemnity out of the Trust Fund;
 - vi. It is not in default under the terms of the Trust; and
 - vii. The Supplier's Rights rank in priority to the interests of the beneficiaries of the Trust.
12. The Customer shall, no later than fourteen (14) days prior to any proposed changes of ownership or registered particulars, or any proposed alteration or addition to the shareholding, directorship or trust notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition in the Customer's internal structure and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Customer shall be liable for any Goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intended change, alteration or addition. The Customer hereby authorises the Supplier to conduct any credit enquiries in relation to the Customer and signatories, any businesses of which the Customer or any of the signatories may be a proprietor or partner, and any company of which any officers of the Customer may be a director. The signatories and the Customer hereby indemnify the Supplier from all claims and actions arising out of obtaining or providing information concerning the signatories, the Customer and the officers of the Customer, from time to time.
13. The signatories to this agreement agree that the Supplier may give to and seek from any credit providers named in a credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about their credit arrangements. The signatories understand that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
14. If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to the Customer, the signatories to this agreement agree to the Supplier receiving from a credit reporting agency a credit report containing personal information about them in relation to collecting overdue payments.
15. Under Section 18E(8) of the Privacy Act 1988 the Supplier is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered by Section 18E(1) of the Privacy Act 1988.
16. The signatories to this Agreement agree that the Supplier may seek from a credit reporting agency a credit report containing personal information to assess whether to accept them as guarantors for the credit applied for or provided to the Customer named in this application.
17. The Customer and signatories to this Agreement having read the above clauses pertaining to the requirements of the Privacy Act 1988 agree to them and consent to be bound by them.
18. If the Supplier approves the Customer's application for credit, this Agreement remains in Force until the Credit Facility covered by the Customer's application ceases.
19. The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions of this Agreement.
20. If the manufacture or delivery of the Goods or the supply of the services is prevented or hindered directly or indirectly by any cause whatsoever beyond the Supplier's control then delivery or supply time shall be extended until the affect of the delaying cause has ceased. Neither the Supplier nor the Customer shall be entitled to cancel this Agreement nor shall the Supplier be liable for any damages for the resultant delay.
21. **Method of Pay** – The Supplier reserves the right to nominate the acceptable form of payment to be used by the applicant, including the use of a Direct Debit facility, Automatic Credit Card Payment.

WA CONTAINER SERVICES

ABN: 95 128 359 768

Postal:

PO Box 282, Maddington, WA 6989

Phone: (08) 94935166

Fax: (08) 94636632

CREDIT APPLICATION

Full Name of Company / Business _____			
Trading Name _____		Nature of Business _____	
ABN No. _____			
Trading Address _____		Postcode _____	
Postal Address _____		Postcode _____	
Bus. Phone Number () _____		Fax Number () _____	
Name of Principal Contact _____			
Title _____		Email _____	
Direct Phone Number () _____		Mobile Phone Number _____	
<u>Directors / Proprietors / Sole Traders details / Individual Applicant (must be completed by each applicant)</u>			
Name	Address	Date of Birth	
_____	_____	_____	
Driver's Licence Number _____		Sighted by _____	
Secondary form of ID (1) _____		Secondary form of ID (2) _____	
<u>Trade References</u>			
Company Name	Address	Telephone	Contact
_____	_____	_____	_____
_____	_____	_____	_____
Amount Of Credit Required Monthly \$ _____			
<u>Terms</u> – Invoices are due and payable in full within 14 days.			

I (Surname) _____ (Other names) _____ have read and understood the terms and conditions of this credit application and agree to these terms and conditions.

Signed _____ Date ___/___/___

Witness (Name) _____ Signed _____ Date ___/___/___

1. Agreement that WA Container Services may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If WA Container Services considers it relevant to assessing my/our application for commercial credit, I/we agree to WA Container Services obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by WA Container Services.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to WA Container Services obtaining personal information about me/us from other credit providers, whose names I/we may have provided for WA Container Services or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to WA Container Services.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that WA Container Services may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

Personal Guarantee

In consideration of WA Container Services Pty Ltd ACN128 359 768, ABN 95 128 359 768, agreeing to supply goods and services to the above customer at the request of it's Director(s) I/We agree jointly and severally guarantee the performance of all obligations and the payment of all debts incurred.

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____