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CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT

This Application is made by ("The Customer")

To HYDRO INTERNATIONAL PTY LTD trading as HYDRO CONSTRUCTION PRODUCTS ("The Supplier") in request to establish a Credit Trading Account.

- a) The Customer is desirous of establishing a credit trading account with the supplier and pursuant to its desire to establish a credit trading account has submitted to the Supplier the information and financial particulars as set out below.
b) The Supplier has agreed to consider the application of the Customer and to advise the Customer as to whether or not credit will be extended to the Customer.
c) The parties agree that in the event of the Supplier granting to the Customer credit facilities then such credit facilities shall be on the terms and conditions herein.

Form containing checkboxes for COMPANY, PARTNERSHIP / SOLE TRADER, TRUSTEE COMPANY and various fields for REGISTERED NAME OF COMPANY, TRUSTEE NAME, A.C.N., TRADING NAME, A.B.N., BUSINESS ADDRESS, SUBURB, STATE, POSTCODE, POSTAL ADDRESS, PHONE, FAX, EMAIL, ACCOUNTS PAYABLE CONTACT, COMMENCEMENT DATE OF BUSINESS, DIRECTORS / PROPRIETORS, PRIVATE ADDRESS, PHONE.

Amount of credit facility requested per month \$

TERMS – 30 DAYS FROM END OF MONTH IN WHICH GOODS/SERVICES ARE PURCHASED

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by the supplier by way of written notice or the supply of goods and services AND HAVING READ the terms of the agreement overleaf agrees to be bound Accordingly. The Customer further agrees to the obtaining and use of credit information as stated in clauses 13, 14 & 15 overleaf.

SIGNATURE OF AUTHORISED REPRESENTATIVE

FULL NAME..... POSITION

TERMS OF TRADING AGREEMENT with HYDRO CONSTRUCTION PRODUCTS

1. The Customer hereby warrants that the information comprised in the Application hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the person's signatures on the Agreement are duly authorized by the Customer to apply for credit and execute this Agreement.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. **JURISDICTION**
Notwithstanding any implication of law to the contrary, all contracts between the Customer and the Supplier shall be deemed to be made and construed and to be enforceable in and according to the laws of the State in which they are made and by mutual consent to be subject to the jurisdiction of the Courts of that State.
5. **CLAIMS**
Any claims for return of goods other than Warranty claims must be received in writing and given to the Manager of the Supplier within 30 days of Invoice date.
6. **COLLECTION OF EXPENSES**
In the event of the Supplier granting credit facilities to the Customer then the following terms apply –
 - a) All accounts are to be settled in full within 30 days from end of month in which goods are purchased.
 - b) That should the customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand and the Supplier shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged (at the sole discretion of the Supplier). Such interest shall be calculated on a daily basis from the due date for payment until the date the Supplier receives payment at such rate, up to but not exceeding 2% per month.
 - c) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer providing that those fees do not exceed the scale of charges as charged by the debt collection agency/solicitor.
 - d) 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 herein contained.
 - e) The Supplier shall be entitled at any stage during the continuance of this agreement to request such security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained or for any other reason at the Suppliers discretion.
7. **RETENTION OF TITLE & RISK**
 - a) Risk passes to the customer on deliver. All goods shall remain the property of the Supplier until all debts due to the Supplier by the Customer are paid in full.
 - b) The Customer shall be bailee of Goods in its possession whose title remains with the Supplier.
 - c) Goods in the Customer's possession must be clearly identifiable as the property of the Supplier.
 - d) If the Customer fails to pay and debt due to the Supplier by the date for payment, the supplier may retake possession of goods. All costs of such repossession of Goods by the Supplier will be payable by the Customer. Such rights shall be without prejudice to the Supplier's right to claim damages from the Customer for breach of contract.
 - e) The Customer irrevocably authorizes the Supplier and its servants and agents to enter upon the customer's premises without notice at any time, for the purposes of examination or recovery of the Goods.
8. These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon the Supplier by any condition or warranty implied by the Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.
9. If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
10. In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
11. **OWNERSHIP**
Change of ownership – Registered Particulars – the Customer shall no later than 14 days prior to any proposed changes of ownership, change in registered particulars, alteration, addition, to the shareholding or directorship; notify the Supplier of the proposed change. The Customer shall be liable for any Goods supplied by the Supplier after such change alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intending change, alternation or addition. The Customer further indemnifies the Supplier against any loss or damage that may result from the Customer's failure to notify the Supplier of any such change.
12. **CHARGING OF ASSETS**
The Customer hereby charges in favor of the Supplier all its estate and interest in any land and in any other assets, whether tangible or intangible, in which it now has any legal or beneficial interest or in which it later acquires any such interest, with payment of all monies owed by the Customer. The Customer agrees immediately upon being required by the Supplier to enter into a mortgage to be prepared by the Suppliers solicitors on the terms and conditions as the Supplier's solicitor shall think fit to secure any sum due hereunder and the Customer further agrees and permits and authorizes the Supplier to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the Agreement.
13. **PRIVACY ACT**
Acknowledgement that credit information may be given to a credit reporting agency, the Customer understands that section 18E(8)(c) of the Act allows the Supplier to give a credit reporting agency certain personal information about the Customer. The information which may be given to any agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Customer. The fact that the Customer has applied for credit and the amount, The fact that the Supplier is a credit provider to the Customer, Payments which become overdue more than 90 days, Advice that payments are no longer overdue, Cheques of \$100.00 or more drawn by the Customer which a Bank has dishonored more than once, In specified circumstances, that in the opinion of the Supplier the Customer has committed a serious credit infringement, That the credit provided to the Customer by the Supplier has been discharged.
14. Authority for Supplier to obtain certain credit information. To enable the Supplier to assess the Customer application for commercial or personal credit, the Customer authorizes the Supplier as follows; if asked to provide commercial credit to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with section 18K(1)(b) of the Act. If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L(4) of the Act.
15. Authority to exchange information with other credit providers, In accordance with section 18N(1)(b) of the Act, the customer authorizes the Supplier to give to and receive from the credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in the Supplier's possession or the other credit provider's possession about the customer's creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to: (a) Assess an application for credit by the customer, (b) Assist the Supplier in avoiding default on the Customer's credit obligations, (c) Notify other credit providers of a default by the Customer, (d) Assess customer's creditworthiness.
16. **LIABILITY** – The Supplier shall not be liable for indirect or consequential loss or for any loss to the Customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or non-performance of the materials supplied for any reason whatsoever.
17. **CLAIMS** – Any claims against the Supplier shall be made in writing within thirty (30) days of receipt of the goods by the Customer. Claims by the Customer as to non-delivery shall not be made more than twenty-eight (28) days after dispatch of goods

I/We have read and understand this document and have been advised, and given opportunity, to seek independent legal advice. Furthermore, I/We confirm to comply with the above Terms and Conditions.

Signed by or on behalf of the applicant(s) by a properly authorized person:

Print Name		Signature		Date	
Print Name		Signature		Date	
Print Name		Signature		Date	

**PERSONAL GUARANTEE AND INDEMNITY BY DIRECTORS (OF THE CUSTOMER) TO
HYDRO INTERNATIONAL PTY LTD TRADING AS HYDRO CONSTRUCTION PRODUCTS
FOR THE PAYMENT OF CUSTOMER DEBTS.**

In consideration of the party as referred to in the Schedule as the Supplier (the Supplier) agreeing to grant credit from time to time to the Customer AND UPON the Customer agreeing to pay on demand all monies owed and due by it to the Supplier AND UPON the Supplier agreeing to forbear from suing for any monies currently owed and due by the Customer to the Supplier for one month from the date hereof. I/We, the party (ies) referred to in the Schedule as the Guarantor(s) HEREBY GUARANTEE (jointly and severally where there is more than one Guarantor) the due performance by the Customer of the whole of the obligations imposed upon the Customer by any trade contracts, agreements or other trade arrangements with the Supplier AND AGREE TO INDEMNIFY the Supplier against all losses it sustains because of dealings the Supplier has with the Customer including all legal costs, recovery costs and interest (as permitted by law) AND AGREE that this guarantee shall be continuing, unconditional and is enforceable immediately on demand upon default by the Customer in discharging all or some of the said obligations or in paying all or some of the said monies AND FURTHER AGREE in respect of my/our PERSONAL CREDIT INFORMATION that the supplier may give, receive and use such information about me/us according to the law (including the provisions of the Privacy Act 1988 and any applicable State or Territory laws) and according to the authority.

SCHEDULE

- A. "the Supplier"
- B. "The Customer"
- C. "the Guarantor(s)"

1. Full Name

Address:

Phone:

.....

Signature of Guarantor

.....

Name & Signature of Witness

2. Full Name

Address:

Phone:

.....

Signature of Guarantor

.....

Name & Signature of Witness

DATED THIS DAY OF 201

3. Full Name

Address:

Phone:

.....

Signature of Guarantor

.....

Name & Signature of Witness

DATED THIS DAY OF 201