

CAMSONS PTY LIMITED

ABN 27 828 824 886

“Delivering reliable service in quarry products and bulk transport ...”

CREDIT APPLICATION FORM

TRADING NAME _____ Registered Business Name No. _____

COMPANY NAME _____ ACN _____

(the “Customer”) ABN _____

BUSINESS ADDRESS _____

POSTCODE _____

Tel: _____ Fax: _____ Email: _____

POSTAL ADDRESS _____

POSTCODE _____

If Customer is acting in capacity as trustee of a trust, details of the trust:

TRUST NAME _____ ABN _____

(If subsidiary of company, name of ultimate holding company) ACN _____

COMPANY NAME _____ ABN _____

(If sole trader or partnership, fill in names and addresses of sole trader or each partner and if company fill in the names and addresses of each director)

1. NAME _____ 2. NAME _____

ADDRESS _____ ADDRESS _____

DRIVERS LIC _____ DRIVERS LIC _____

3. NAME _____ 4. NAME _____

ADDRESS _____ ADDRESS _____

DRIVERS LIC _____ DRIVERS LIC _____

(If sole trader or partnership, the “Customer”)

TRADE REFERENCES

1. _____ PHONE _____

FAX _____

2. _____ PHONE _____

FAX _____

3. _____ PHONE _____

FAX _____

BANK _____ BRANCH _____

ACCOUNT NO. _____

AMOUNT OF MONTHLY CREDIT REQUIRED: \$ _____

- Credit Application form cont'd -

1. The Customer makes an application for credit account with Camsons Pty Limited ABN 27 828 824 886 ("Camsons") and agrees to pay all amounts due to Camsons from time to time promptly and in accordance with its standard trading terms and conditions ("Terms")
2. The Customer warrants to Camsons the accuracy of the information provided in this form. The Customer acknowledges that Camsons will rely on the truth and accuracy of the information provided by the Customer in considering the Customer's credit application. In addition to any other remedies that may be available to Camsons, the Customer's credit sale account may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Customer in this application are inaccurate or misleading in any significant respect.
3. The Customer agrees to allow Camsons to obtain information on its Credit Standing from whatever source Camsons deems appropriate, including any credit reference agency.
4. The Customer agrees that Camsons' Terms, as attached to this form, will govern all transactions between Camsons and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by Camsons. The Customer agrees :-
 - (a) it has been provided with a copy of Camsons' Terms;
 - (b) it has had the opportunity to read the Terms; and
 - (c) to be bound by the Terms set out in the document attached to this credit application form and as amended from time to time by Camsons.
5. The Customer authorises Camsons to provide its opinion with respect to the Customer's credit standing with Camsons to further credit providers of the Customer, if requested by Customer or such further credit provider.
6. I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

For and on behalf of the Customer

Accounts Receivable Contact Details

SIGNATURE

NAME

NAME.....

TELEPHONE

POSITION

FACSIMILE

DRIVERS LICENCE NO.....

EMAIL

DATE/...../.....

(For Camsons Use)

ACCOUNT APPROVED: YES / NO

Signed:

Account No

Name:

Date/...../.....

Position:

DIRECTOR'S DEED OF GUARANTEE:

We, the directors of _____ACN _____("Customer"), in consideration of Camsons Pty Limited ABN 27 828 824 886 ("Camsons") agreeing to provide credit to the Customer, hereby jointly and severally agree, as witnessed by our execution hereof:

- (a) To guarantee the payment of all debts now due or to become due by the Customer to Camsons and indemnify Camsons in respect of any losses arising as a result of the Customer failing to pay debts due to Camsons;
- (b) That this guarantee and indemnity shall be a continuing obligation on our part and shall not be affected by the giving of any time or other indulgence to the Customer by Camsons;
- (c) That each of us shall be jointly and severally liable as amongst ourselves and with the Customer for all amounts owed by the Customer to Camsons and Camsons shall be at liberty to act as though any one of us was the principal debtor and we hereby waive all and any of our rights as surety which may at any time be inconsistent with any of these provisions;
- (d) That if the Customer goes into liquidation or bankruptcy then we agree not to prove in such liquidation or bankruptcy until all debts to Camsons together with all other amounts owing to Camsons by the Customer and the legal costs of Camsons on a solicitor and client basis have been paid;
- (e) That this guarantee is revocable at any time as to future transactions by the service of written notice on Camsons at Camsons' place of business and we remain liable for all debts of the Customer to Camsons up to and including the transaction immediately prior to the service of the notice;
- (f) The guarantors have recognised their right to seek independent legal and financial advice on the documents prior to signing, and that Camsons is under no obligation to provide the guarantors with legal and financial advice as to the consequences and effect of these documents, nor to explain these documents to the guarantors.
- (g) That otherwise this guarantee shall continue notwithstanding:
 - (i) A change in the constitution of the partnership or company notwithstanding Section 18 of the Partnership Act or any other enactment;
 - (ii) The Customer's business is assigned or in any way transferred to a different party;
 - (iii) A summons or application is filed for the winding-up of the Customer or a resolution is passed for the winding-up of the Customer, whether provisionally or otherwise; or
 - (iv) Where a judgment is granted against the Customer and that judgment remains unsatisfied or unappealed for a period of fourteen (14) days after the date of such judgment.
- (h) That this guarantee will be enforceable against all of the guarantors who have executed the guarantee, notwithstanding that all the named guarantors may not have executed the guarantee.

Signed as a Deed by) _____	Signed as a Deed by) _____
Director's Name:) _____	Director's Name:) _____
in the presence of:) _____	in the presence of:) _____
(Witness)	(Witness)
Witnesses Name: _____	Witnesses Name: _____

Camsons Pty Limited

Trading Terms and Conditions

Camsons takes pride in the quality of its products and its services to customers. Customers are requested to inform Camsons if an order is incorrectly delivered or if there is dissatisfaction with the Goods or Services provided.

As a part of our management systems, it is important that Camsons and the Customer agree on the terms on which business is to be transacted. These terms and conditions are current for trading with Camsons at the time of issue, however the terms and conditions may vary from time to time.

1. Interpretation

In these conditions unless the contrary intention appears:

"Additional Charges" includes all handling and storage charges, waiting time if any, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the purchase price, payable by the Customer to Camsons arising out of the sale of the Goods or the provision of the Services.

"Camsons" means Camsons Pty Limited, as trustees for the Sultana Trust ABN 27 828 824 886.

"Customer" means the person to or for whom the Goods are to be supplied or the Services are to be performed by or on behalf of Camsons.

"Delivery" is deemed to have taken place:

(a) if the Goods are to be collected from the Camsons' premises by the Customer or its representative or by a carrier organised by the Customer, then:

- (i) just prior to the Goods being loaded onto the carrier organised by the Customer; or
- (ii) at the time and date when the Goods are scheduled to be collected by the Customer, whichever occurs first; or

(b) if the Goods are to be delivered by Camsons to Customer's address as nominated by the Customer on the order, then just prior to the Goods being unloaded from the carrier at the nominated address in accordance with the order, which order is delivered to the Customer at the Customer's expense.

In the case of provision of Services, Delivery is deemed to have taken place upon provision of the Services.

"Goods" means the goods sold or to be transported to the Customer by Camsons or on the account of Camsons.

"Purchase Price" means the price for the Goods and/or Services including delivery charges if any, as charged by Camsons at the date of the Delivery or such other price as may be agreed by Camsons and the Customer prior to delivery of the Goods or provision of the Services.

"Services" means the cartage, whether of Goods or of other material if any or the cartage and disposal of material by Camsons or any related services.

2. Order for Goods and/or Services

2.1 An order given to Camsons shall be binding on Camsons and the Customer, if

- 2.1.1 a written acceptance is signed for or on behalf of Camsons; or
- 2.1.2 the Goods and/or Services are supplied by Camsons in accordance with the order.

2.2 An acceptance of the order by Camsons is then to be an acceptance of these terms and conditions by Camsons and the Customer and these terms and conditions will override any conditions contained in the Customer's order. Camsons reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods or providing the Services to the Customer. No order shall be binding on Camsons until accepted by it.

2.3 An order which has been accepted in whole or in part by Camsons cannot be cancelled by the Customer without obtaining the prior written approval of Camsons, which it may refuse in its absolute discretion.

3. Limitation of Liability

3.1 The liability of the Camsons in respect of a breach of a consumer guarantee or any warranty made under these terms and conditions for any Goods or Services not of a kind ordinarily acquired or provided for personal, domestic or household use is limited, to the extent permitted by law and at the option of Camsons to:

- 3.1.1 in the case of Goods;
 - (a) replacing the Goods or the supply of equivalent Goods;
 - (b) the repair of the Goods;
 - (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (d) the payment of the cost of having the Goods repaired;
- 3.1.2 in the case of Services;
 - (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.

3.2 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these terms and conditions are excluded and Camsons is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Camsons' failure to complete or delay in completing the order to deliver the Goods.

3.3 Any claims to be made against Camsons for short delivery of Goods or incomplete provision of Services must be lodged with Camsons in writing within 7 days of the date of Delivery.

3.4 Unless the terms and warranties are included in these standard terms and conditions, all prior discussions, quotations, warranties and implied terms and warranties, to the extent permitted by law, are excluded.

4. Delivery

4.1 The times quoted for delivery are estimates only and Camsons accepts no liability for failure or delay in delivery of Goods or provision of Services. The Customer is not relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Camsons.

4.2 Risk in the Goods passes on Delivery to the Customer.

4.3 Where the Goods are delivered by Camsons to the Customer's nominated address, the Customer must provide to Camsons or the carrier on behalf of Camsons reasonable access for Delivery of the Goods. Camsons is not liable for any delay or failure in supplying the Goods where Camsons is unable to gain reasonable access to the Customer's nominated address. Except to the extent that Camsons is negligent, the Customer agrees to indemnify and keep indemnified Camsons against all loss or damage resulting from the Customer's failure to provide reasonable access at the nominated address.

4.4 To the extent permitted by law, return of Goods will not be accepted by Camsons except by agreement in writing with Camsons as to the basis, if any, upon which those Goods will be accepted by Camsons.

5. Price and Payment

5.1 Unless otherwise expressly agreed in writing, the price of the Goods or Services shall be that price charged by Camsons at the date of Delivery plus any Additional charges.

5.2 If the Customer is in default, Camsons may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

5.3 All payments are due within 30 days of the date of invoice. Interest is charged at the rate of 1.5% per month from the expiry of that period until the date payment is received by Camsons.

6. Retention of Title

6.1 Ownership, title and property in the Goods remains with Camsons until payment in full for the Goods and all sums due and owing by the Customer to Camsons on any account has been made. Until the date of payment:

- 6.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
- 6.1.2 until the Goods have been sold by the Customer in the ordinary course of the Customer's business, the Customer holds the Goods as bailee for Camsons;
- 6.1.3 the Goods are always at the risk of the Customer;
- 6.1.4 the Customer is be deemed to be in default immediately upon the happening of any of the following events:
 - (a) if any payment to Camsons is not made promptly on the due date for payment;
 - (b) if the Customer is a company and:
 - (i) an application is made or a resolution is passed for its winding up;
 - (ii) a receiver is appointed or a provisional liquidator or official manager is appointed;
 - (iii) it calls a meeting of its creditors pursuant to Section 436A of the Corporations Act; or
 - (iv) it proposes to enter into a deed or scheme of arrangement with its creditors;
 - (c) if the Customer is an individual and enters into a deed or scheme of arrangement with his or her creditors;
 - (d) if execution of an amount exceeding \$1,000.00 is entered against the Customer;
 - (e) if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of

exchange drawn by the Customer payable to Camsons shall be dishonoured;

- (f) if the Customer is in default under any of its obligations to Camsons.

6.2 In the event of a default by the Customer, then without prejudices to any other rights which Camsons may have at law or hereunder:

6.2.1 Camsons or its agents may without notice to the Customer enter the Customer's premises for the purposes of recovering the Goods.

6.2.2 Camsons may recover and resell the Goods;

6.2.3 If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Camsons may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Camsons and the Customer may be ascertained. Camsons shall promptly return to the Customer any Goods the property of the Customer and Camsons shall be in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

6.2.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Camsons. Such part will be an amount equal in dollar terms to the amount owing by the Customer to Camsons at the time of the receipt of such proceeds. The Customer will pay Camsons such funds held in trust upon the demand by Camsons.

7. Personal Properties Securities Act ("PPSA")

7.1 Defined terms in this clause have the same meaning as given to them in the PPSA unless otherwise defined in these terms and conditions.

7.2 Camsons and Customer acknowledge that these terms and conditions constitute a Security Agreement and gives rise to a Purchase Money Security Interest ("PMSI") in favour of Camsons over the Goods supplied or to be supplied to the Customer as Grantor pursuant to the terms and conditions.

7.3 The Goods supplied or to be supplied under these terms and conditions fall within the PPSA classification of "Other Goods" or "Motor Vehicles" acquired by the Customer pursuant to these terms and conditions.

7.4 Camsons and the Customer acknowledge that Camsons, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to the Customer as Grantor under the terms and conditions on the PPSA Register as Collateral.

7.5 To the extent permissible at law, the Customer:

7.5.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to Camsons.

7.5.2 agrees to indemnify Camsons on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

(a) registration or amendment or discharge of any Financing Statement registered by or on behalf of Camsons; and

(b) enforcement or attempted enforcement of any Security Interest granted to Camsons by the Customer.

7.5.3 agrees that nothing in sections 130 to 143 of the PPSA will apply to the terms and conditions or the Security under the terms and conditions;

7.5.4 agrees to waive its right to do any of the following under the PPSA:

(a) receive notice of removal of an Accession under section 95;

(b) receive notice of an intention to seize Collateral under section 123;

(c) object to the purchase of the Collateral by the Secured Party under section 129;

(d) receive notice of disposal of Collateral under section 130;

(e) receive a Statement of Account if there is no disposal under section 132(4);

(f) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

(g) receive notice of retention of Collateral under section 135;

(h) redeem the Collateral under section 142; and

- (i) reinstate the Security Agreement under section 143.

8. Goods and Services Tax

8.1 Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods and the provision of the Services. The amount of GST payable in respect of the supply of the Goods or Services is payable by the Customer. The Customer must indemnify Camsons in respect of GST paid and payable by Camsons in respect of the supply of the Goods and of the Services.

9. General

9.1 These terms and conditions are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.

9.2 These standard trading conditions contain all of the terms and conditions of the contract between the parties

Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.

Signature: _____

Name: _____

Position: _____

Date: _____