

APPLICATION FOR CREDIT

FortySix Industries Pty Ltd
ACN 609 039 027

ALPHA

FortySix Industries Pty Ltd ACN 609 039 027 (the Company) and (the Client) as named below understand this is a contract and the document comprises the credit application and the Company's terms and conditions attached to it. This application may include a guarantee/s which must be completed in full in order to process this application. If you sign the documents you will be bound by its terms. You should read the terms of the documents carefully and seek legal advice about its terms.

I/We hereby apply for a Credit Account and submit the following information

BUSINESS DETAILS			
Trading Name		ABN	
Trading Address			
		Suburb	Post Code
Postal Address			
		Suburb	Post Code
Phone	Fax	Mobile	
Email			
Bank Name		Branch	

CONTACT DETAILS		
Purchasing Contact		
Phone	Fax	Mobile
Email		
Accounts Contact		
Phone	Fax	Mobile
Email		

BUSINESS STRUCTURE	
<input type="checkbox"/> SOLE TRADER <input type="checkbox"/> PARTNERSHIP	
Registered Trading Name	
Registered Business No.	State of registration

<input type="checkbox"/> COMPANY	Type: () Pty Ltd (Proprietary Limited) () Ltd (Limited —Public Company) () Incorporated Association	
Registered Company Name		
ACN	Date of Incorporation	State of Incorporation

<input type="checkbox"/> TRUST			
Registered Trust Name		Trust Type	
Trustee			
Trustee Address			
		Suburb	Post Code

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REGISTERED PROPRIETORS, PARTNERS, DIRECTORS:			
1.	Full Name	Home Phone	DOB
	Residential Address		Post Code
2.	Full Name	Home Phone	DOB
	Residential Address		Post Code
3.	Full Name	Home Phone	DOB
	Residential Address		Post Code

TRADE REFERENCES			
1.	Business Name	Date account opened	
	Contact Name	Phone	Fax
2.	Business Name	Date account opened	
	Contact Name	Phone	Fax
3.	Business Name	Date account opened	
	Contact Name	Phone	Fax

DELIVERY INSTRUCTIONS	
Earliest Delivery Time:	Latest Delivery Time:
Instructions:	
Are we to be provided with afterhours access? YES () NO ()	
Is the driver authorised to deliver goods where no signature is available at the time of delivery? YES () NO ()	

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DECLARATION BY/FOR AND ON BEHALF OF THE APPLICANT/S / CLIENT (Please read carefully before signing)

- 1. I/We declare and warrant that the applicant/s are neither bankrupt nor insolvent and have not committed any act of bankruptcy nor traded whilst insolvent within the previous 3 years.
- 2. I/We authorise the Company to conduct such credit and financial checks on the Client (and any guarantors) as deemed necessary at any time, and consent to such checks for the purposes of the Privacy Act 1988 (Cth), and consent to disclosure of such information to a credit reporting or recovery agents.
- 3. I/We acknowledge and agree to the Terms and Conditions that accompanies this Application for Credit and agree to be bound by the Terms and Conditions of Trade upon signing the document.
- 4. I/We acknowledge that the Client and each of the Guarantors have received a complete and legible copy of this Agreement and Terms and Conditions before signing it.
- 5. I acknowledge and warrant that I am duly authorised to sign and make this application.

Signature of Applicant # 1

Witness

...../...../.....
Signature Date

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...../...../.....
Signature of Witness Date

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Name (please print)

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Name of Witness (please print)

Signature of Applicant # 2

Witness

...../...../.....
Signature Date

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Signature of Witness Date

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Name (please print)

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Name of Witness (please print)

Signature of Applicant # 3

Witness

...../...../.....
Signature Date

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Signature of Witness Date

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Name (please print)

.....
Name of Witness (please print)

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TERMS AND CONDITIONS

1. Interpretation

1.1 In these terms and conditions:

- (a) “The Company” means the entity stated in the Application for Credit and any related body corporate as defined in the *Corporations Act 2001* (Cth) and its successors and assigns.
- (b) “Client” means the entity stated in the Application for Credit, its successors and assigns and any other person offering to contract with the Company on these terms and conditions or, where such person is acting in the course of employment, such persons as employer.
- (c) “Goods” means any goods supplied by the Company to the Client under these Terms and Conditions

2. Agents

2.1 The Company shall be at liberty to retain any of its authorised agents or any other entity it sees fit and at the sole discretion of the Company and the Client consents to disclosure of information about the Client or its contacts to these agents.

3. Risk

3.1 Should the Company elect to post any goods or organise delivery of goods, the Client’s risk of loss or damage to such good passes to the Client on the date and at the time that the goods were ordered, and it is the Client’s responsibility to ensure these goods are insured and covered for their time in transit.

3.2 The Company will not be responsible for non-delivery or delay in delivery of any goods where such non-delivery or delay occurs, the Company may deliver the goods not delivered or delayed at any subsequent time and the Client must accept and pay for them.

4. Title of Property

4.1 In relation to goods supplied to the Client, ownership and property in the goods vests absolutely with the Company and does not pass to the Client UNTIL the Client:

- (a) Pays for the goods in full;
- (b) Pays in full all other monies owing or unpaid by the Client to the Company including monies in respect of goods previously or subsequently supplied to the Client by the Company.

4.2 In relation to goods supplied to the Client for which payment in full has not been received:

- (a) The relationship between the Client and the Company shall be fiduciary;
- (b) The Client will hold those goods as bailee for the Company;
- (c) Where the Client sells those goods, the Client does so as fiduciary agent of the Company;
- (d) When new goods or objects are formed with the Company’s goods into other products or the goods are affixed to other objects, the Company will be given full ownership of such new goods or objects;
- (e) Where the goods are disposed of, the monies resulting from the disposal and all other proceeds received in respect of the goods, including insurance proceeds will be kept separately in trust for the Company;
- (f) Where the goods are disposed of, the Client may only dispose of the goods in the ordinary course of its business on commercially reasonable terms;
- (g) The Client undertakes that until it delivers the goods to a third party, it will store the goods on its premises separately from its own goods, or those of any other person, and in a manner which makes the goods readily identifiable as the Company’s goods.

5. Access

5.1 The Client irrevocably permits the Company or any person authorised by the Company in writing, upon giving reasonable notice to enter the Client’s premises or at premises where the goods are reasonably believed by the Company to be held on the Client’s behalf for the purpose of examining or recovering the goods. The Client also agrees to indemnify and hold the Company harmless for reasonable costs of

removal, enforcement, and legal action in respect of the removal of any goods, the subject of this Agreement.

6. Transactions contemplated by this Agreement

6.1 The Company’s tender of delivery of goods and services under this Agreement is a condition of the Client’s duty to accept the goods or services provided and, unless otherwise agreed, the Client’s duty to pay for them.

7. Disputes

7.1 If the Client disputes any goods sold or services supplied by the Company are faulty or defective or disputes the Invoices the Company has issued, the Client must notify their reasons in writing to the Company within 14 days of the Invoice date, failing which the Client loses any right to dispute the quality of the goods, services or quantum of.

8. Whole Agreement

8.1 These terms and conditions together with the Application for credit agreement embody the whole agreement between the parties and, subject to the express terms contained in any written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

9. Payment

9.1 The Client agrees to pay all amounts due in clear funds within the Company’s agreed timeframe but no later than 14 days from the date of invoice. The Client agrees that if it fails to pay in accordance with this clause, the Company may:

- (a) Charge a late payment fee of 5% on all amounts paid after the due date;
- (b) Charge interest on debts at 20% per annum from time to time;
- (c) Charge a dishonour handling fee in the amount of \$95.00;
- (d) Recover all collections costs and expenses incurred in collecting overdue accounts on an indemnity basis;
- (e) Withhold supply;
- (f) Sue for the money owing on the goods or services provided.

9.2 In the event where this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amounts overdue.

9.3 If the Client pays its outstanding account by a credit card, at the time the transaction is processed the Company reserves the right to charge the Client an amount that the Company determines (acting reasonably) to be equal to the merchant service fee or any similar fee payable by the Company to its transaction acquirer in connection with the transaction.

9.4 If the Client pays its outstanding account by cheque which is not honoured by their financial institution, the Company reserves the right to charge the Client an amount that the Company determines (acting reasonably) to be sufficient to cover the administrative costs of processing a dishonoured cheque.

10. Default

10.1 If the Client:

- (a) Fails to pay for any goods or services on the due date; or
- (b) Otherwise breached this agreement and failed to rectify such breach within seven days notice; or
- (c) Cancel delivery of goods or services; or
- (d) Commits an act of bankruptcy or allows a trustee in bankruptcy or receiver and manager to be appointed to the Client or any of its property; or
- (e) Allow a judgment or order to be enforced or become enforceable against the Client’s property; or
- (f) Permits proceedings to be commenced to wind the Client up or controller, receiver, administrator, liquidator or similar officers appointed to the Client in respect of any part of its property; then the Company may enter upon the Client’s premises (doing all that is necessary to gain access) where goods supplied under this contract are situated at any time and re-

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take possession of any or all of the goods the Company has supplied to the Client and:

- (a) Resell the goods concerned;
- (b) Terminate the agreement; and
- (c) Sue for any monies owing.

10.2 The Client will be in default if the Client does not pay any monies payable when called upon so to do the Client and the Guarantor jointly and severally acknowledge and agree that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Client or the Guarantor or both.

10.3 The Client and the Guarantor jointly and severally authorise the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

10.4 The Company reserves the right to report a Client's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days. In addition, the Company may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Client acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Company refers the matter to their nominated debt collection agency. The client shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own client or indemnity cost basis.

11. Charge

11.1 The Client charges in favour of the Company any land that it owns (or acquires after the date of this agreement) as security for any and all monies owed to the Company and hereby authorises and consents to the Company registering a caveat over the land if the Client defaults in making payment of any amounts owing to the Company.

12. Right to amend terms and conditions

12.1 The Company reserves the right to amend terms and conditions of this agreement by giving the Client notice in writing of the amended terms and conditions to the Client's address as specified on the face of this agreement or as notified by the Client from time to time. The Client is deemed to accept any amended Terms and Condition unless it notifies the Company in writing within seven days of its objection to the proposed amendment to the Terms and Conditions.

13. Set-off

13.1 The Client agrees that:

- (a) The Company may set-off any credit amount that the Company owes to the Client against any debt due by the Client to the Company at the Company's sole discretion;

- (b) The Client is not entitled to withhold payment of any money in respect of any alleged set-off or claim the Client might have against the Company.

14. Severance and Waiver

14.1 If any part of this agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severed from the agreement and the severed part will not affect the validity and enforceability of any remaining provisions. Any waiver of the Company's right under this agreement must be in writing and signed by an authorised representative of the Company.

15. Jurisdiction

15.1 The agreement shall be deemed to have been made in the ACT and shall be interpreted in accordance with the Laws of the ACT, Australia, and the parties submit to the exclusive jurisdiction of the ACT Courts.

16. Consumer Credit Code

16.1 The Client and Guarantors declare that the credit to be provided is to be applied wholly or predominantly for business purposes and not for personal, domestic or household purposes.

17. Pricing & Delivery

17.1 All prices quoted or agreed are on a tax exclusive basis. The applicable amount of GST will be disclosed on the invoices.

17.2 Unless otherwise agreed to in advance, the Company reserves the right to:

- (a) Charge the Client for the cost of freight.
- (b) Charge for re-scheduling and delivery for all variations to the original contract.
- (c) Adjust prices if and when necessary prior to acceptance of any offer from the Client

17.3 Whilst the Company shall use all reasonable measures to comply with the Client's delivery requirements and order specifications, the Client will not be entitled to claim compensation by reason of failure to comply with their delivery requirements or minor variations to the Goods.

17.4 Delivery shall be deemed to have taken place when the Company or its agent delivers the Goods to or leaves the Goods at the address shown on the Sales Invoice for the delivery of such Goods.

18. Claims and Returns

18.1 The Client will be responsible for immediate examination of the goods upon arrival at their destination and will be taken to have accepted the Goods received by it as being in accordance with its order unless it notifies the Company in writing of its claim, including invoices shortages, within 48 hours from the date of receipt of the Goods.

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Acknowledgement

I/We acknowledge that I/we have read and understood the contents of these terms and conditions.

Signature of Applicant # 1

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Signature

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

Signature of Applicant # 2

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Signature

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

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Name (please print)

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Name (please print)

Signature of Applicant # 3

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Signature

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

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Name (please print)