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APPLICATION FOR CREDIT
The Construction Store Pty Ltd (ACN 101 152 345)

Registered Company Name:

Trading Name: ***TradingName*** A.B.N/ A.C.N:

Registered Business Number: ***N2***

Postal Address: Delivery Address:.....

Telephone Number: (02) Facsimile Number: (02) Email:com.au

Contact Name: ***Contact Name*** Nature of Business: ***Business Type***

Number of years trading: ***N5***

Accountant: ***Accountant Name***

Bank: ***Bank Name*** Branch: ***Bank Branch***

Date supply required: ***D1*** Estimated monthly purchases: ***N6***

Trade References	1. ***Trade References***	Phone: ***N7***
	2.	Phone:
	3.	Phone:

Details of all Directors, Partners, Proprietors

FULL NAME	POSITION	ADDRESS
Names	***Position***	***Person Address***

I/We hereby apply to have a credit account opened in my/ our/name/s and agree to the terms and conditions on the attached page/s and declare;

- That the information in this Application and any attachments is true and accurate.
- The credit to be provided to the Customer is to be applied wholly or predominantly for business or investment purpose (or for both purposes).
- This Application may be signed only by the person(s), directors, or officers authorised to sign on behalf of the Customer.
- To Supply balance sheet and profit and loss accounts on request.

I/We agree that if The Construction Store Pty Limited approves the application for credit this agreement remains in force until the credit facility covered by the application ceases.

I/We agree that by signing this application is deemed to be an acceptance of the Terms and Conditions as set out in the attached schedule.

Signed for the Customer: _____ Date: _____

Name:

IMPORTANT You should not sign this declaration unless this credit is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

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Application for Credit with The Construction Store Pty Ltd (ACN 101 152 345)

This is an application for credit to The Construction Store Pty Ltd ("the Credit Provider").

If this application is accepted, a credit account will then exist on the Terms and Conditions Schedule set out in this document between the Customer and the Credit Provider. The credit limit on the account will be set at the agreed amount as determined in the Application. The Credit Provider has an absolute discretion to reduce the amount applied for, as and when it deems necessary. The Credit Provider is under no obligation to accept a credit application and may refuse any such application at its discretion and without assigning a reason.

Privacy Statement

The Construction Store Pty Ltd will collect information relevant to our business relationship with you, for the purposes of determining whether or not to extend commercial credit.

The information we collect will include contact details, personal details, and financial information. We will obtain this information from you. We will also conduct reference checks from external providers provided by you for the purpose of determining whether or not to extend commercial credit.

We will limit the use of your personal information to carrying out our business which includes account management, planning, product development, research and analysis.

You may access most of your information held by us, except information relating to existing or anticipated legal proceedings.

For further information on our privacy policy please contact us on 8814 9873.

Note: Terms defined in the attached standard terms and conditions of sale have the same meaning in this application.

Please complete and sign each applicable signature box.

In this case of an application for credit made by a company, the directors of the company must provide the attached Guarantee & Indemnity.

Kindly forward the Purchase Order and (if applicable) the Application for Credit to The Construction Store Pty Ltd , together with any relevant documents to support your application.

Send the form to: The Construction Store Pty Ltd
2/29 Binney Road,
Kings Park, NSW 2148

Signed for the Customer:

Date:

Name:

IMPORTANT

You should not sign the above declaration unless this credit is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

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Terms and Conditions

1. Interpretation

- a) **"Application"** means the application by the Customer to the Company for credit.
- b) **"Contract"** means the contract formed between the Company and the Customer.
- c) **"Goods"** means, products, materials and services provided by the Company at the request of the Customer.
- d) In this Agreement, unless otherwise indicated by the context:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) an expression importing a natural person includes a body corporate;
 - (iii) a reference to a party includes that party's successors and permitted assigns;
 - (iv) a covenant or agreement on the part of two or more persons binds them severally and jointly.

2. Payment and Price

- 2.1 Payment for goods must be made by the Customer and received in full by the Company within thirty (30) days of the issuing by the Company of a tax invoice in respect of the Goods.
- 2.2 All Prices as published from time to time are subject to change without notice. Prices may be increased after acceptance by a customer if the Company incurs an increase from its suppliers or any increase in its costs of production or carriage.
- 2.3 The Customer shall be liable to pay the Company interest at the rate of 12% (calculated daily from date of default to date of payment) on all outstanding tax invoices not paid within the terms of this Agreement.
- 2.4 The Customer shall also pay the Company any costs the Company incurs in storing uncollected Goods (if not collected within 7 days from the agreed collection date or the date the Company notifies the Customer the Goods are available for collection), any applicable stamp duty, or other expenses payable on the transaction.
- 2.5 The Customer cannot deduct any amount due to the Company under any tax invoice or statement of account by way of set-off or cross claim and all amounts must be fully paid to the Company without any deduction whatsoever.

3. Delivery

- 3.1 The Customer may arrange for collection of the Goods or arrange its own delivery at its own cost.
- 3.2 If the Company agrees to deliver goods, then all reasonable efforts to deliver the Goods to the Customer at the time(s) arranged will be made by the Company. Cost incurred at the failure of the Customer to accept the Goods will be borne by the Customer in full and payable immediately to the Company.
- 3.3 The Company is not liable for and will not take responsibility for any delay in delivery for any reason or the inability of the Company to secure continuation of supply of the Goods.
- 3.4 Any damage to property on delivery or any damage to the Goods being delivered or any direct or indirect loss suffered by the Customer by reason of any delay or failure in delivery will not be the responsibility of the Company. The Customer accepts all risk in this regard.
- 3.5 The Customer is obliged to inspect the Goods upon delivery as soon as practicable and

immediately advise the Company of any damage to the Goods. The Customer must retain the Goods in the condition in which they were delivered to enable the Company to inspect the Goods.

3.6 There will be no obligation on the part of the Company to accept the return of the Goods unless required by law.

3.7 The Customer shall be liable for the cost of delivery by the Company.

4. Title

4.1 Legal and equitable title will only pass to the Customer upon full and final payment for the Goods to the Company and all delivery and other associated costs.

4.2 The Customer will hold the Goods as bailee for the Company until full payment for the Goods including any amount outstanding on account for the Customer is received. The Customer as bailee must hold and maintain the Goods in good condition.

4.3 The Company may at its discretion take possession of the Goods if the Customer defaults. The Customer must return the Goods on demand (if there is a default in payment) and the Company may enter upon the premises of the Customer to inspect or repossess the Goods.

4.4 Despite this clause, the Company may take and maintain any action for the purchase price (or any amount outstanding).

4.5 The Customer shall insure the Goods and maintain such insurance against theft or any damage until such Goods and any associated costs have been paid for in full to the Company. The Customer must provide the Company on demand copies of any insurance policy evidencing such insurance.

4.6 If the Customer sells the Goods, then the sale proceeds of the Goods shall be held in a separate bank account in trust for the Company and account to the Company upon demand for those funds.

5. Default

5.1 Default of these Terms and Conditions includes any breach by the Customer of these terms, non-payment for the Goods by the due date or any act of bankruptcy or insolvency including the external administration of the Customer.

5.2 Any default of the Customer will enable the Company to claim the return of the Goods without notice or to withdraw credit to the Customer making all monies payable on demand and the Company at its discretion to treat the whole contract as repudiated and sue for breach of contract.

6. Credit

6.1 Credit may be granted to the Customer upon the Application being duly completed and approved by the Company.

6.2 Notice to the Customer will be provided to the Customer confirming the agreement for Credit.

6.3 The Customer must notify in writing to the Company any change in the information provided in the Application or other information provided.

7. Disclaimer

The Company will not be liable for failure to complete this Agreement to the extent and for so long as performance is delayed because of circumstances beyond the Company's control, the failure of a supplier to the Company or the failure of the Company's importation or other arrangements in respect of the Goods.

8. Fit for Purpose

8.1 Except as expressly provided to the contrary, all representations, warranties, terms and conditions in relation to the Goods are excluded to the maximum extent permitted by law.

8.2 The Customer is required to expressly advise the Company of the specific purpose for the Goods.

9. Limitation of Liability

9.1 If the Company is in breach of this Agreement, liability is strictly limited to the value of the relevant Goods, products or material, the cost of replacement of the defective Goods as soon as reasonably practicable or the repair of the defective Goods or the repayment (or allowance) of the invoiced price of the defective Goods.

9.2 The Company's liability for breach of this Agreement does not extend beyond the defective Goods supplied pursuant to the Customer's purchase order or otherwise.

9.3 Where loss or damage is not covered in paragraph 9.1 or 9.2, the Company is not liable to the Customer under statute or rule of law or equity (including negligence or otherwise) for any loss or damage arising out of its supply of the Goods.

10. Risk and Returns

10.1 Upon delivery of the Goods all risks pass to the Customer or risks pass upon the passing of title to the Customer whichever is earlier.

10.2 Goods manufactured to order are non-refundable.

10.3 The Company is not obligated to accept the return of any Goods, and if it does it does so at its absolute discretion. Goods will not be refunded after the expiry of 30 days from the date of purchase or delivery (whichever is later). Any request for a refund must be accompanied by Purchase order and evidence of payment. Transport or delivery costs will still be met and payable by the Customer.

11. Customer not to mix or blend the Goods

The Customer must not mix or blend the Goods with any other Goods whether in connection with any proposed sale or supply of the Goods to third parties or customers or otherwise.

12. Indemnity

The Customer indemnifies and will keep indemnified the Company against any loss or damage suffered by the Company as a result of any breach by the Customer of the terms of this Agreement (including legal costs on a full indemnity basis).

13. Costs

The Customer shall be liable to the Company for all legal costs (on a solicitor and own client basis) and the costs of any mercantile agents in respect of proceedings for recovery under this Agreement.

14. Severance

If a provision of this Agreement would but for this clause be unenforceable the provision must be read down to the extent necessary to avoid that result. If the provision cannot be read down it is to be severed without affecting the validity and enforceability of the remainder of this Agreement.

15. Applicable Law

The laws of the State of New South Wales shall govern this Agreement and the Courts of that State shall have non-exclusive jurisdiction in connection with this Agreement.

16. GST

16.1 All prices and quotations (unless otherwise indicated) are exclusive of Goods and Services Tax (GST).

16.2 If GST is imposed or payable on a supply under this Agreement then the Customer shall pay in addition to the price of the Goods or the value of any supply the amount of GST applicable at the time. Payment of GST is to be made at the same time of payment of the relevant taxable supply.

17. General

17.1 All Purchase orders are subject to acceptance by the Company.

17.2 No variation of these terms and conditions is valid and binding on the parties unless in writing and signed by the parties.

17.3 Unless otherwise evidenced in writing and signed by the parties, these terms and conditions together with the Purchase order, any relevant Credit Application and terms of any Guarantee & Indemnity comprise the whole agreement between the parties.

Guarantee and Indemnity

To: THE CONSTRUCTION STORE PTY LTD 101 152 345
("the Company").

1. Interpretation

In this document ("Guarantee") the following words have the meanings as described below:

- (a) "**Customer**" means the person(s) described as such in the Purchase Order and Application for Credit taken by the Company at the Guarantor's request on or about the date hereof ("**the Order**").
- (b) "**Guarantor**" means the person(s) listed below as Guarantor (jointly and severally);
- (c) "**Secured Monies**" means all monies owing by the Company from time to time in respect of Goods supplied and all costs and expenses which may be payable by the Customer to the Company;
- (d) "**Terms and Conditions**" means the Company's standard Terms and Conditions of Sale applicable to the Customer;
- (e) Unless otherwise stated, terms used or defined in the Terms and Conditions have the meaning in the Guarantee;
- (f) In this Guarantee, unless otherwise indicated by the context:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) an expression importing a natural person includes a body corporate;
 - (iii) a reference to a party includes that party's successors and permitted assigns;
 - (iv) a covenant or agreement on the part of two or more persons binds them severally and jointly.

In consideration of the Company agreeing to extend credit to the Customer from time to time the Guarantor agrees to the following:

2. Guarantee

The Guarantor guarantees to the Company the due payment by the Customer of the Secured Monies.

3. Indemnity

The Guarantor guarantees to the Company the payment of any monies payable by the Customer pursuant to Guarantee and the due and faithful performance by the Customer of each and every covenant on its part contained herein and the Guarantor agrees to pay to the Company upon demand all money payable pursuant to this Guarantee in respect of which the Customer shall have made default and the Guarantor hereby indemnifies and agrees to keep the Company indemnified against any loss or expense whatsoever and howsoever arising in connection with any default by the Customer in so performing the covenants on its part to be performed pursuant to this Guarantee and will upon demand being made by the Company make good immediately any such default or defaults by the Customer and the Guarantor hereby covenants that the Guarantor will do all things necessary or convenient to perform all the covenants on its part to be performed pursuant to this Guarantee.

4. Charge

The Guarantor hereby charges all property, both equitable and legal, present or future of the Guarantor in respect of any monies that may hereinafter being owing by the Guarantor to the Company under this Guarantee or otherwise. The Guarantor hereby authorises the Company or its solicitors to execute any consent form as its attorney for the purposes of registering a caveat over any real property owned by the Guarantor at any time, or to register this charge over assets of the Guarantor with the ASIC.

5. Liability Unaffected

This Guarantee shall constitute a continuing guarantee to the Company for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:

- 5.2 any variation or novation of the agreement between the Company and the Customer extending credit to the Customer or any other changes to the terms of such agreement, including any extension to the credit limit applied for by the Customer and approved by the Company from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by the Company);
- 5.3 the release of any one or more Guarantor by the Company;
- 5.4 amendment of the Terms and Conditions;
- 5.5 failure to give notice of any matter to the Guarantor (including notice of default by the Customer);
- 5.6 The winding up of the Customer or entry by the Customer into a Deed of Company Arrangement whereby any debt due and owing by the Customer to the Company is extinguished or otherwise not recoverable;
- 5.7 Termination of the agreement between the Company and the Customer for the provision of credit on account of the Customer;
- 5.7 Any failure by the Customer to inform the Company of any change in ownership of the Customer's business, shareholding or control in which even the Guarantor agrees to guarantee all monies due and owing by any third party to the Company as a result of the continuance of supply of Goods to the Customer or third party under the Customer's account until notification of such change has been given to the Company and a new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein); or
- 5.8 The payment by the Customer of monies to the Company which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of such monies from the

Guarantor (including under the Bankruptcy Act 1966 or Corporations Act 2001).

without affecting the validity and enforceability of this Guarantee.

5.9 Any legal information, disability or incapacity of the Customer or any other circumstances whatsoever including (without limitation) that any monies may be irrecoverable from the Customer as principal debtor.

6. Costs

The Guarantor shall be liable to the Company for all legal costs (on a solicitor and own client basis) and the costs of any mercantile agents in respect of proceedings to recover under this Guarantee.

7. Assignment

The Company may without notice to the Guarantor or the Customer assign the whole or any part of the benefit of this Guarantee.

8. Severance

If a provision of this Guarantee, would but for this clause be unenforceable the provision must be read down to the extent necessary to avoid that result. If the provision cannot be read down it is to be severed

9. Applicable Law

The laws of the State of New South Wales shall govern this Guarantee and the Courts of that State have non-exclusive jurisdiction in connection with this document.

10. Final Discharge

The Company is not obligated to discharge the Guarantee if the Company is of the view that within a reasonable time the Guarantor might owe money to the Company; and/ or payment made might be void or voidable for any reason (including under the Bankruptcy Act 1966 or Corporations Act 2001).

Date : _____

Signature of Guarantor: _____

Name of Guarantor: _____

Address of Guarantor: _____

Signature of Witness: _____

Name of Witness: _____

Signature of Guarantor: _____

Name of Guarantor: _____

Address of Guarantor: _____

Signature of Witness: _____

Name of Witness: _____

IMPORTANT:
You should consider taking independent legal advice before signing this Guarantee

PURCHASE ORDER

TO: THE CONSTRUCTIONS STORE PTY LIMITED (A.C.N. 101 152 345) ("the Company")

Purchase order by:
(insert name or registered company name)

CustomerName
("the Customer")

Trading Name: ***TradingName*** ARBN/
ACN:.....

Postal Address:.....
Delivery Address:
.....

Telephone Number: (02) Facsimile Number: (02)
Email:com.au

Contact Name: ***Contact Name***

Description of Product: ***Product***

Quantity: ***N4***

Any other specifications:

Date required:

Delivery: Yes No

Extra delivery charge: \$00

I/We agree that signing this purchase order is deemed to be an acceptance of the Terms and Conditions set out in the attached.

Signed for the Customer:
Date:

Name:

(If signing on behalf of a company, the signatory certifies that he or she holds due authority to sign for the company)