

**APPLICATION  
FOR A 30 DAY COMMERCIAL CREDIT  
ACCOUNT**



P.O BOX 431  
FRENCHS FOREST T (02) 9986 3500  
NSW AUSTRALIA 1640 F (02) 9986 3555

**CUSTOMER CODE**

**PART 1. FOR SOLE TRADERS/PARTNERSHIPS**

Sole Trader  Partnership

Principals Name(s) in full	Address	Date of Birth	Do you own your own home?
1 .....	.....	.....	Yes/No
2 .....	.....	.....	Yes/No
3 .....	.....	.....	Yes/No
4 .....	.....	.....	Yes/No
Trading as: .....		A.B.N .....	
Business Address: .....		Postcode: .....	
Phone Number: .....		Mobile: .....	Fax: .....
Postal Address: .....		Postcode: .....	

**PART 2. FOR COMPANIES/TRUSTS (Parts 2, 3, 4, 5, 7 to be completed)**

Trust  Private Company  Sole Director  Public Company

Company Name: .....  
(Guarantees must be completed)

Trading as: ..... A.B.N: .....

Business Address: .....  
..... Postcode: .....

Phone Number: ..... Mobile: ..... Fax: .....

Email: .....

Postal Address: ..... Postcode: .....

Directors Full Name	Private Address	Date of Birth	Telephone Number	Do you own your own home?
1 .....	.....	.....	.....	Yes/No
2 .....	.....	.....	.....	Yes/No
3 .....	.....	.....	.....	Yes/No
4 .....	.....	.....	.....	Yes/No

(if additional names please attach list)

**PART 3. TRADE REFERENCES**

1. Reference Name: ..... Phone Number: .....

Office Use Only: ..... Fax Number: .....

.....

2. Reference Name: ..... Phone Number: .....

Office Use Only: ..... Fax Number: .....

.....

3. Reference Name: ..... Phone Number: .....

Office Use Only: ..... Fax Number: .....

.....

Accountants Name: ..... Address: .....

.....

**OFFICE REFERENCE:** .....

**PART 4. BUSINESS**

Premises:  Owned  Rented  Leased Purchase Order Required? Y / N
Estimated Monthly Credit Req'd: \$ ..... Monthly Payment via EFTPOST? Yes/No
Industry Type: ..... Date Business Commenced: .....
Bank & Branch: ..... Bank Account No: .....
Builders Reg No./Licence No. ....
Sales Contact Name: ..... Phone: .....
Accounts Contact Name: ..... Phone: .....

**PART 5.**

- 1. In this application "Supplier" means Benedict Recycling Pty Ltd ABN 71 123 156 507, Benedict Sand & Gravel ABN 99 073 763 292, Benedict Industries Pty Ltd ABN 46 001 926 503, Benedict Sands ABN 46 001 926 503, Benedict Recycling 71 123 156 507 Benedict Reclamations ABN 46 001 926 503, Appin Sands ABN 29 001 526 718, Menangle Sand & Soil Pty Ltd ABN 48 001 425 921, Mittagong Sands Pty Ltd ABN 54 003 182 401, Cowra Quartz ABN 54 003 182 401, Warringah Gravel & Stone Supplies Pty Ltd ABN 40 003 293 383, Glass Granulates ABN 76 111 096 498 and/or jointly and severally.
2. The "Customer" is defined as the party(ies) making this credit application. Singular words include the plural and vice versa and where there is more than one party making this credit application they agree be bound jointly and severally. The Customer must advise the Supplier in writing of any changes in its business structure shown in this application and such change must be accepted in writing by the Supplier.
3. The law of the State in which this credit application is lodged shall apply to the terms of this application and all transactions howsoever arising there from and any proceedings in respect of any cause of action arising out of the same shall at the opinion of the Supplier be instituted, heard and determined in a Court of competent jurisdiction in the Capital City of that State and such Court shall be deemed to process territorial jurisdiction to hear and determine such proceedings.
4. I/We supply the information contained in this application for the sole purpose of obtaining a thirty (30) day commercial credit account. Should the account be granted, I/We agree to settle purchases within thirty (30) days of the close of the month of purchasing. I/We agree to pay interest, at the rate of 12% per annum calculated monthly on any amount not paid by the due date and further agree to pay any collection expenses (on a solicitor and client basis) incurred in attempting to recover or recovery of such overdue amount and such interest and expenses may be recovered as liquidated debt.
5. I/We agree to be bound solely by your General Terms and Conditions, as attached and I/We further agree that any inconsistent Terms and Conditions of purchase that may be incorporated in any order, acceptance of quotation or any other document delivered by me/us, shall unless those Terms and Conditions are agreed to in writing by your duly authorised representative, have no legal effect.
6. For the purpose of securing the obligations and liabilities entered into under this credit application, the Customer agrees to charge with the due and punctual payment and the complete performance of all those liabilities and obligations, all their legal or equitable interest (both present and future) of whatsoever nature held in any and all real property and the Customer hereby consents to the Supplier lodging a caveat or caveats noting its proprietary interest hereunder. The Customer agrees to execute any documents and do all such things that may be required by the Supplier to affix such security upon demand by the Supplier and shall indemnify the Supplier against any costs and expenses that it incurs as a result of carrying out any steps herein.
7. I hereby certify that I am authorised to sign this application on behalf of the applicant.
8. I/We acknowledge that I/We have received, read, understand and accept the Supplier General Terms and Conditions of Sale.

TO COMPLY WITH THE PRIVACY ACT 1990. I/We the undersigned, acknowledge that the Company had informed me/us, in accordance with s.18E(8)(c) of the Privacy Act 1988, that certain items of personal information about me/us contained in/or relating to this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, I/We agree, in accordance with the following section: s.18K(1)(b), s.18K(1)(c), s.18K(1)(h), s.18N(1)(b) that use by the Company of the relevant information referred to in those sections may occur for the purpose of assessing this application.

To be signed by Principals/Directors 1..... Driver's Licence No..... State.....
2..... Driver's Licence No..... State.....
3..... Driver's Licence No..... State.....
4..... Driver's Licence No..... State.....
Date.....

**PART 6. OFFICE USE ONLY**

Expected Sales Per Month: .....
Details of Major Contracts: .....
Other Comments: .....
Sales/Manager Approval: ..... Date:.....
Credit Office Comments: .....
Guarantee Checked: Y / N Credit Officer: ..... Date: .....
Total Credit Limit:..... Terms:.....
Authorised By:.....Date:.....
Sales Representative:..... Area: ..... Customer advised: Y / N Date:.....

**CONFIDENTIAL  
PERSONAL GUARANTEE AND INDEMNITY**



P.O.BOX 431  
FRENCHS FOREST T (02) 9986 3500  
NSW AUSTRALIA 1640 F (02) 9986 3555

To: **BENEDICT RECYCLING PTY LTD**  
ABN 71 123 156 507  
**BENEDICT SAND & GRAVEL**  
ABN 99 073 763 292  
**BENEDICT INDUSTRIES PTY LTD**  
ABN 46 001 926 503  
**BENEDICT SANDS**  
ABN 46 001 926 503  
**BENEDICT RECLAMATIONS**  
ABN 46 001 926 503  
**APPIN SANDS**  
ABN 29 001 526 718

**MENANGLE SAND & SOIL PTY LTD**  
ABN 48 001 425 921  
**MITTAGONG SANDS PTY LTD**  
ABN 54 003 182 401  
**COWRA QUARTZ**  
ABN 54 003 182 401  
**WARRINGAH GRAVEL & STONE SUPPLIES PTY LTD**  
ABN 40 003 293 383  
**GLASS GRANULATES**  
ABN 76 111 096 498

(hereinafter referred to jointly and severally as "Supplier")

I/We the undersigned have requested you to supply .....

(Name of Customer)

of ..... (the "Customer")  
(Address of Customer)

with goods on credit. Should the Supplier elect to do so then:-

1. I/We will indemnify the Supplier against any losses, costs, charges and expenses of any nature which it might incur as a result of any default of the Customer.
2. I/We will also be responsible to the Supplier for, and guarantee in favour of the Supplier, payment of all outstanding monies due now or at any time in the future for Goods which have been supplied or may have been supplied by it from time to time to the Customer.
3. Both my/our indemnity and my/our guarantee are continuing security and will not be affected;
  - a) If the Supplier:-
    - i) grants any extension of time or other indulgence to the Customer.
    - ii) refuses further credit to the Customer; or
    - iii) varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my/our liability under this guarantee and indemnity);
  - b) By the release of any of the Guarantors or if this guarantee is unenforceable against any one or more of the Guarantors; or
  - c) If any payment by the Customer is later avoided by law.
4. I/We agree that each application for credit made by the Customer you as Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me/us. This Agreement shall immediately have effect as an Agreement between me/us and each of you which becomes a Supplier.
5. This guarantee and indemnity extends to credit given to the Customer in the future by a entity which is not now, but at the time that such credit is extended has become a related body corporate of Supplier, and may in such case be enforced by Supplier.
6. This guarantee may only be withdrawn by giving you fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debt incurred by the Customer up to the date of the withdrawal.
7. I/We agree that before providing credit to the Customer you may seek from a credit agency report containing personal information about me/us to assist in deciding whether to accept me as a guarantor for the Customer.
8. In this guarantee and indemnity:-

"Goods" includes services.

Singular words include the plural and vice versa and where there is more than one guarantor they shall be bound jointly and severally.

9. For the purpose of securing the obligations and liabilities entered into by them under this guarantee, the Guarantors agree to charge with the due and punctual payment and the complete performance of all those liabilities and obligations, all their legal or equitable interest (both present and future) of whatsoever nature held in any and all real property and the Guarantors hereby consent to the Supplier lodging a caveat or caveats noting its proprietary interest hereunder. The Guarantors agree to execute any documents and do all such things that may be required by the Supplier to affix such security upon demand by the Supplier and shall indemnify the Supplier against any costs and expenses that it incurs as a result of carrying out any steps herein.

**WARNING: THIS IS AN IMPORTANT DOCUMENT: IF YOU DO NOT UNDERSTAND  
THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE**

SIGNED & DELIVERED by

**CERTIFICATE**

.....of  
(Print name of Guarantor)

I, ..... Certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document. In particular, I understand that if ..... fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst other recovery rights , take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the Personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

.....  
(Address of Guarantor)

.....  
(Guarantor Signature)

in the presence of:- Dated .....

.....  
(Witness Signature)

.....  
(Residential Address of Witness)

.....  
Guarantor Signature Date

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(Address of Guarantor)

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(Guarantor Signature)

in the presence of:- Dated .....

.....  
(Witness Signature)

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(Residential Address of Witness)

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Guarantor Signature Date

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Guarantor Signature Date

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