



Regional Group Australia
ACN 634 578 699 | ABN 21 634 578 699
20L Sheraton Rd, Dubbo NSW 2830, Australia
Telephone 1800 GRAVEL
Email info@regionalgroupaustralia.com.au

PART A: APPLICATION FOR COMMERCIAL CREDIT WITH REGIONAL GROUP AUSTRALIA

Completion & Submission:

Thank you for applying for Commercial Credit with Regional Group Australia ("Affiliate Group"). Members of the Affiliate Group include Regional Group Australia Pty Ltd, Regional Quarries Australia Pty Ltd, Regional Concrete Australia Pty Ltd, Blackwater Quarries Pty Ltd, Amcor Quarries & Concrete Pty Ltd, Dawson Quarries Pty Ltd, Dandy Premix Quarries Pty Ltd, Regional Quarries & Concrete Pty Ltd t/a Cleary Bros, Dandy Premix Quarries Pty Ltd t/a Aerolite Quarries, Regional Concrete Victoria Pty Ltd t/a Economix, Casacir Pty Ltd, Regional Recycling (Victoria) Pty Ltd. For this application to be considered and processed, all necessary information below within Part A, Part B & Part C must be completed, signed & witnessed. Contact our team on (02) 5652 1800 for further information or assistance.

Date: _____

Please select the primary business unit you will engage with within the "Affiliated Group". In the event that you trade with multiple entities within the "Affiliated Group", your approved credit limit will represent one consolidated limit applicable across all entities within the "Affiliated Group".

Primary business unit you will engage with: _____

Legal Name of Entity / Sole Trader ("**Customer**"): _____

**Contracted Entity must not be a trust/trustee*

Trading Name (Registered): _____

Street Address: _____

State: _____ Postcode: _____

Postal Address: _____

State: _____ Postcode: _____

Accounts Email: _____ / Owner Email: _____

Phone Number 1: _____ / Phone Number 2: _____

Mobile Number: _____

Number of years trading: _____ Credit Limit Requested \$: _____

Monthly Purchases Estimate \$: _____

Trade References: (Please provide companies that are willing to do trade references)

Trade Reference 1

Name: _____ Address: _____

Phone: _____ Email: _____

Trade Reference 2

Name: _____ Address: _____

Phone: _____ Email: _____

Trade Reference 3

Name: _____ Address: _____

Phone: _____ Email: _____

Type of business (tick the appropriate boxes)

Entity:

Company/Body corporate ACN #: _____ Established/Incorporated date: _____

Partnership ABN #: _____ Established/Incorporated date: _____

Sole Trader ABN #: _____ Established/Incorporated date: _____

Directors/Owners Personal Information for ALL directors (if a company), ALL partners (if a partnership) or details of a sole trader.

Director 1

Name: _____

Home Address: _____

Mobile: _____ Email: _____

Driver's License # or Passport # (Refer to photocopy requirements below): _____

DOB: _____

Provide Evidence of legal name and date of birth (in order of preference – copy to be provided):

- ☐ Current driver's license
- ☐ Current proof of identity or current proof of age card issued by a State or Territory body
- ☐ Current Australian passport
- ☐ Current Australian visa
- ☐ Current passport issued by Sole Trader's jurisdiction of residence
- ☐ Birth certificate

Director 2

Name: _____

Home Address: _____

Mobile: _____ Email: _____

Driver's License # or Passport # (Refer to photocopy requirements below): _____

DOB: _____

Provide Evidence of legal name and date of birth (in order of preference – copy to be provided):

- ☐ Current driver's license
- ☐ Current proof of identity or current proof of age card issued by a State or Territory body
- ☐ Current Australian passport
- ☐ Current Australian visa
- ☐ Current passport issued by Sole Trader's jurisdiction of residence
- ☐ Birth certificate

PART B: PERSONAL / DIRECTOR'S GUARANTEE AND INDEMNITY

- 1) In the event that Regional Group Australia ("Affiliate Group") grants the Credit Application, then in consideration of the Affiliate Group so doing, we, as the Directors of the Customer, Partnership or Sole Trader jointly and severally provide this Guarantee:
- 2) We will indemnify the Affiliate Group against any losses, costs, charges and expenses of any nature which it might incur as a result of any default of the Customer.
- 3) We will also be responsible to the Affiliate Group for, and guarantee in favour of the Affiliate Group, payment of all outstanding monies due now or at any time in the future, for Goods and/or Services which have been supplied or may be supplied by it from time to time to the Customer. If, for any reason, the Customer does not pay any amount owing to the Affiliate Group, we will immediately on demand pay the relevant amount to The Affiliate Group.
- 4) Both our indemnity and our guarantee are continuing security and will not be affected:
 - a) If the Affiliate Group:
 - 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 Affiliate Group and the Customer are changed in any other way (even if this increases our liability under this Guarantee);
 - 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 made by the Customer to the Affiliate Group is later avoided by law.
- 5) We will hold harmless and indemnify the Affiliate Group on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, the Affiliate Group in connection with:
 - a) the supply of Goods and/or Services to the Customer; or
 - b) the recovery of moneys owing to the Affiliate Group by the Customer including the enforcement of this Guarantee, and including but not limited to The Affiliate Group's costs of collection and legal costs calculated on an indemnity basis; or
 - c) moneys paid by the Affiliate Group with the Customer's consent in settlement of a dispute that arises or results from a dispute between The Affiliate Group, the Customer, and a third party or any combination thereof, over the supply of Goods and/or Services by the Affiliate Group to the Customer.
- 6) This Guarantee extends to credit given to the Customer in the future by an entity which is either now, or at some time prior to the later extension of such credit, becomes a related body corporate of the Affiliate Group, and may in such case be enforced by The Affiliate Group.
- 7) This Guarantee may only be withdrawn by the Affiliate Group giving the Customer fourteen (14) days' notice in writing by registered mail but will continue in force in respect of all debt incurred by the Customer up to the date of the withdrawal.
- 8) We agree that before providing credit to the Customer, the Affiliate Group may seek from a credit agency, a report containing personal information about us to assist in deciding whether to accept us as guarantors for the Customer.
- 9) For the purpose of securing our obligations and liabilities under this Guarantee, we agree to charge with the due and punctual payment and the complete performance of all those liabilities and obligations, all our legal and/or equitable interest (both present and future) of whatsoever nature held in any and all real and personal property, and we:
 - a) consent to the Affiliate Group:
 - i) lodging, over the title to any such real property, a caveat or caveats noting its proprietary interest in respect of that real property noting its interest as charge;
 - ii) registering a security interest over any such personal property on the Personal Property Securities Register; and/or
 - iii) selling any real or personal property without the need for any Court order; and
 - b) agree to:
 - i) execute any documents and do all such things that may be required by the Affiliate Group to affix, register or perfect such security upon demand by The Affiliate Group; and
 - ii) indemnify the Affiliate Group against any costs and expenses that it incurs as a result of carrying out any steps herein.
- 10) Any amount set out in any demand or notice given by the Affiliate Group under this Guarantee is, in the absence of manifest error, conclusive evidence of the amount owing under this Guarantee. Any demand or notice may be signed on behalf of the Affiliate Group by any director, officer or employee of the Affiliate Group.
- 11) The Credit Terms are incorporated into the terms of this Guarantee, in the event of any inconsistency between the Credit Terms and the terms of this Guarantee, the terms of this Guarantee apply to the extent of the inconsistency.
- 12) In this Guarantee:
 - i) "Credit Application" means the application for credit which this Guarantee accompanies.
 - ii) "Credit Terms" means the Credit Terms between the Customer and the Affiliate Group. "Customer" means the company or entity defined as such in the Credit Application.
 - iii) "Goods" means all goods which have been supplied or may be supplied by the Affiliate Group from time to time to the Customer.
 - iv) "Guarantee" means the guarantee and indemnity provided in favour of the Affiliate Group, as recorded in,

and witnessed by our execution of, this document.

- v) "Affiliate Group" means Regional Group Australia
- vi) "Regional Group Australia" means Regional Quarries Australia Pty Ltd, Regional Concrete Australia Pty Ltd, Blackwater Quarries Pty Ltd, Amcor Quarries & Concrete Pty Ltd, Dawson Quarries Pty Ltd, Dandy Premix Quarries Pty Ltd, Regional Quarries & Concrete Pty Ltd t/a Cleary Bros, Regional Concrete Victoria Pty Ltd t/a Economix, Casacir Pty Ltd, Regional Recycling (Victoria) Pty Ltd.
- vii) "Services" means all services which have been supplied or may be supplied by the Affiliate Group from time to time to the Customer.
- viii) Singular words include the plural and *vice versa* and where there is more than one guarantor they shall be bound jointly and severally.

LEGAL ADVICE

We each acknowledge that:

- a) we have either:
 - i) sought advice if necessary, as to the purport, effect and consequences of and obligations created by this Guarantee from a solicitor or barrister independent of us; or
 - ii) determined such advice is not necessary having had the opportunity to seek such advice, and having understood the effect and consequences of the obligations created by this Guarantee before executing it; and
- b) we enter into this Guarantee freely after considering such advice or electing not to obtain such advice.

☐ The applicant will not provide a Personal/Directors Guarantee and Indemnity for the reasons described in the text box below. Note that this may result in your application being rejected.

Reason: _____

1) **Director's/Guarantor's Name:** _____ **Signature:** _____

Address: _____ Phone No: _____

Dated: _____

in the presence of:

Witness Name: _____ **Signature:** _____

Address: _____ Dated: _____

2) **Director's/Guarantor's Name:** _____ **Signature:** _____

Address: _____ Phone No: _____

Dated: _____

in the presence of:

Witness Name: _____ **Signature:** _____

Address: _____ Dated: _____

Note: If the Customer is a sole trader or partnership

- i) the Guarantor(s) should be some other suitable person(s);*
- ii) the words "as the Directors of the Customer" above are to be omitted; and*
- iii) the definition for "Customer" ought to be amended with "Company" replaced by either "sole trader" or "partnership", whichever is relevant.*

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEEK ADVICE FROM A LAWYER OR ADVISOR BEFORE SIGNING IT**

PART C: CREDIT REPORTING – STATEMENT OF NOTIFIABLE MATTERS

Under the Privacy Act, Regional Group Australia ("Affiliate Group") is allowed to give a Credit Reporting Body ("CRB") personal information about the Customer's credit application. The information which may be given to the CRB includes:

- a) Identity particulars.
- b) The fact you have applied for credit, and the amount.
- c) The fact that the Affiliate Group is a current credit provider to you.
- d) Payments, which become overdue more than 60 days, and for which collection action has commenced.
- e) Advice that payments are no longer overdue.
- f) Cheques drawn by you which have been dishonoured more than once.
- g) In specified circumstances, that in the opinion of the Affiliate Group, you have committed a serious credit infringement.
- h) That credit provided to you by the Affiliate Group has been paid or otherwise discharged. (Acknowledge by the applicant – signature below)

With respect to credit-related personal information about you, you should be aware of the following matters:

If you fail to meet your payment obligations in relation to commercial credit or commit a serious credit infringement, we may be entitled to disclose this to a CRB.

Under the Privacy Act, you have the right to access the credit-related personal information we hold about you, to request that we correct that information and to make a complaint to us.

You have the right to request that a CRB not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider;

You have the right to request that a CRB not use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

CREDIT INFORMATION - AUTHORISATION

- a. I/We have read the Statement of Notifiable matters in relation to credit information. If the Affiliate Group considers it relevant to assessing my/our application for commercial credit, I/we agree to the Affiliate Group obtaining from a CRB, a credit report containing personal credit information about me/us relevant to the Affiliate Group providing us with commercial credit.
- b. I/We agree that, in order to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer (as defined in the accompanying Guarantee), the Affiliate Group may seek from a CRB a credit report containing personal information about me/us.
- c. If the Affiliate Group considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to the Affiliate Group receiving from a CRB, a credit report containing personal information about me/us in relation to collecting overdue payments.
- d. I/We agree that the Affiliate Group may give to any eligible credit providers, information about my/our credit arrangements in accordance with the Privacy Act. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- e. I/We authorise you to give and receive a banker's opinion for purposes connected with my/our business, trade or profession.

OTHER AUTHORISATIONS

I/We agree that the Affiliate Group may, at its absolute discretion, register on the *Personal Property Securities Register*, any security interest granted in its favour by the Customer and me/us.

AFFIRMATIONS

I/We hereby declare that I/we have read and understood the matters stated above related to Privacy. I/We further confirm the above facts to be true in every respect and agree to be bound by the terms and conditions of the accompanying Credit Application / Guarantee. I/We also give full authorisation to the Affiliate Group to receive and exchange credit information about my/our accounts specified in the applicable section above.

CONDITIONS OF SALE AND CREDIT

I/We agree that all sales of goods from the Affiliate Group to the Customer are subject to the Affiliate Group's current Conditions of Sale and all credit provided to us is subject to the Affiliate Group's current Credit Conditions, in each case to the exclusion of any conditions normally imposed by us. I/We acknowledge that I/we have received current copies of the Conditions of Sale and Credit Terms.

Executed for and on behalf of _____ **(Customer)** **ABN** _____

Director or Authorised Representative

Name: _____ **Signature:** _____

Address: _____ **Phone No:** _____

Dated: _____

in the presence of:

Witness Name: _____ **Signature:** _____

Address: _____

Dated: _____

The signatory warrants that it is authorised to sign this application on behalf of the Customer.

REGIONAL GROUP AUSTRALIA ("AFFILIATE GROUP") CREDIT TERMS

These Conditions of Credit will apply to the supply of goods and services by the supplier to the customer.

1) Quotations, order and Contracts

- a) All quotations are made and all orders for Goods and Services are accepted by the Supplier on and subject to these Conditions of Sale and any special terms and conditions which are agreed to by the Supplier in writing.
- b) The Supplier may withdraw, revoke or vary a written quotation at any time prior to the Customer submitting an order which accepts the written quotation. The Supplier reserves the right to accept or decline, whole or in part, any order for Goods and Services placed by a Customer.
- c) The Customer acknowledges that
 - i. it has reviewed all quotations and is satisfied that the quotations include all the Goods and Services which the Customer requires and has requested the Supplier to quote; and
 - ii. that the Supplier has no liability in respect to any omissions or errors in quotations in respect of the Goods and Services on which the Customer has requested the Supplier to quote.
- d) This Commercial Credit Account Application is accepted by the Supplier either:
 - i. upon receipt by the Customer and Guarantor of written notification given by the Supplier that the Commercial Credit Account Application is accepted by the Supplier; or
 - ii. by the supply of Goods and/or Services to the Customer on credit terms pursuant to this Commercial Credit Account Application
- e) The Customer agrees that if a Commercial Credit Account Application is accepted, only the Customer and the Customer's employees acting on behalf of the Customer are permitted to order any Goods and/or Services from the Supplier using the Customer's Commercial Credit Account. The Customer must not allow other person(s) to use the Customer's Commercial Credit Account and the Customer agrees that the Customer will be liable for any use by any unauthorized person(s) who order Goods and/or Services from the Supplier using the Customer's Commercial Credit Account.

2) Price

- a) The price of the Goods or Services will be the Supplier's current price at the time of delivery of the Goods or provision of Services subject to any contrary agreement (if any) between the Supplier and the Customer regarding the price of the Goods or Services. The Customer may ask the Supplier prior to ordering Goods and Services to provide the current price. If the Customer does not ask the Supplier to provide the current price in accordance with this clause, the Customer is taken to have agreed to the Supplier's current price at the time of delivery of the Goods or provision of Services.
- b) The price of the Goods or Services in any quotation will remain valid for a period of thirty (30) days for an order made by the Customer in accordance with the quotation, unless otherwise specified.
- c) Unless otherwise indicated, all prices for Goods and Services are net, exclusive of applicable Taxes charges and GST. Where Goods or Services are subject to GST, the Customer must pay GST at the same time as payment for the Goods or Services is made.

3) Delivery

- a) The Customer will ensure that the Customer (if the Customer is an individual) or an authorised representative of the Customer is available at the Delivery Site to sign the Delivery Docket. A Delivery Docket can be signed physically or electronically, including on a hand-held or portable electronic device. If the Customer or its authorised representative does not sign or is not available to sign the Delivery Docket, the Customer authorises the Supplier to complete the delivery in accordance with clause 3 (b) and to complete the applicable Delivery Docket on behalf of the Customer.
- b) A Delivery Docket signed or completed in accordance with these Conditions of Sale constitutes the Customer's agreement that:
 - i. the delivery complies with the Customer's request and that the details in respect of the delivery including, without limitation, the type and quantity of Goods delivered and the place and time of delivery set out in the Delivery Docket and any supporting information maintained by the Supplier, including electronically, in connection with the supply (such as without limitation, time and GPS Data logs) are correct; and
 - ii. the Customer is liable to pay any additional fees or surcharges described on the Delivery Docket pursuant to these Conditions of Sale.
- c) The price quoted for delivery for the Goods is based on:
 - i. the time of delivery, and a surcharge may apply for concrete batched, quarry materials delivered and/or other Goods delivered outside hours provided in a quote;
 - ii. the Supplier's ruling minimum load for the Goods (for concrete this is a four (4) cubic metre minimum) and in the event of deliveries being required of less than the minimum load an additional cartage charge will be payable in accordance with the Supplier's ruling rates which will be notified to the Customer;
 - iii. delivery being made by the shortest access route available to the Delivery Site, and in the event of roads being closed and preventing delivery by the shortest access route, the Supplier will have the right to charge for any additional Costs incurred by the Supplier in making delivery to the Delivery Site; and
 - iv. delivering the Goods at the kerb alignment on the Delivery Site within the time specified within the Supplier's charges and an additional charge will be payable for waiting time in excess of the standard unloading time of thirty (30) minutes.
- d) The Customer will be responsible for providing adequate, safe and timely access to the Delivery Site, including the Conditions Precedent and the Customer and Guarantor will indemnify the Supplier for all loss, damage or liability incurred by the Supplier as a result of failure to do so, except to the extent the Supplier caused the loss, damage or liability.
- e) The Supplier reserves the right to charge the Customer any Costs which it incurs as a result of any delay by the Customer in unloading the Goods or where unloading of the Goods cannot be effected, including, if applicable, a return delivery fee at the prevailing freight rates.
- f) For concrete, an additional surcharge may apply when concrete is returned from the Delivery Site to the concrete plant in the event of the Customer being unable to accept the full batch of concrete as ordered.
- g) Where the Supplier or its employees, agents, and/or contractors enter the Customer's premises or the premises of a third party nominated by the Customer for the purpose of delivery of the Goods, the Customer to the fullest extent permitted by law:
 - i. releases the Supplier, its employees, agents and/or contractors from any claim the Customer may at any time have had against the Supplier but for this release, in respect of damage occasioned to the Customer's premises or injury to persons arising out of the delivery by the Supplier or its employees, agents and/or contractors of Goods to such premises; and
 - ii. indemnifies the Supplier against any loss, damage or liability suffered or incurred by the Supplier in respect of damage occasioned to the Customer's or the third party's premises or injury to persons arising out of the delivery by the Supplier or its employees, agents and/or contractors of Goods to such premises, except for and to the extent that such loss damage or liability suffered or incurred by the Supplier arises out of the negligence or willful misconduct of the Supplier or its employees, agents and/or contractors.

4) Payment

- a) Unless the Supplier grants credit to the Customer pursuant to a Commercial Credit Account and subject to the Supplier's right to withdraw credit, payment for the Goods or Services purchased from the Supplier must be made by the Customer in Australian dollars in immediately available funds prior to delivery of the Goods or provision of Services.
- b) The Supplier will issue invoices for payment for all Goods and Services supplied by the Supplier, and the Customer must ensure that payment for the Goods and Services is made by the Customer to the Supplier by no later than thirty (30) days after the end of the month of the date of the Supplier's invoice or such other date for payment as the Supplier and the Customer agree in writing.
- c) If there are any additional charges or surcharges incurred on delivery as provided by clause 3 (Additional Charges), the Customer is liable to pay these amounts. If the Customer has a Commercial Credit Account these Additional Charges will be added to the Supplier's invoice for payment. If the Customer does not hold a Commercial Credit Account and has paid for the Goods and/or Services prior to the delivery of the Goods and/or Services the Customer must pay the Additional Charges

- immediately. If the Customer paid for the Goods and/or Services prior to the delivery of the Goods by credit card, the Customer authorises payment of these Additional Charges by the Supplier crediting these Additional Charges to the Customer's nominated credit card.
- d) The Supplier reserves the right, in the Supplier's sole discretion and without providing any reasons to the Customer, to cancel the Customer's Commercial Credit Account by providing the Customer with 7 days notice in writing. The Supplier may cancel the Customer's Commercial Credit Account immediately by notice to the customer if the Supplier is instructed by its trade credit insurer that they will no longer insure the Customer's Commercial Credit Account.
 - e) The Supplier reserves the right to charge interest on any amount overdue for payment from the date it becomes due for payment until the date payment is received by the Supplier. The interest rate that is to apply is the higher of:
 - i. the overdraft rate charged by the Supplier's principal bankers, the Commonwealth Bank of Australia, which is the base rate listed at <https://www.commbank.com.au/business/rates-fees.html> plus 0.4% per annum.
 - ii. 7% per annum
 - iii. The interest rate set by practice direction under section 58 of the Civil Proceedings Act 2011 (Qld).
 - f) All amounts received by the Supplier will be credited first against the accrued interest.
- 5) Risk**
- a) Risk in the Goods passes to the Customer when the Supplier or its employee's agent's and/or contractor's delivery vehicle arrives at the Delivery Site. The Customer must insure the Goods against loss or damage from that time.
 - b) The unloading of the Goods at the Delivery Site is the Customer's responsibility at its own cost and risk. The Supplier may, without liability, unload the Goods at the Delivery Site if the Customer requests the Supplier to do so or is absent from the Delivery Site at the time the Supplier or its employees, agents, and/or contractors wishes to unload. The Customer releases and discharges the Supplier and its employees, agents and/or contractors from and against any claim, cause of action or liability arising out of unloading the Goods at the Delivery Site, except to the extent the claim, cause of action, or liability was caused by the supplier.
- 6) Force Majeure**
- a) If the Supplier is prevented either directly or indirectly from performing any of its obligations under these Conditions of Sale, including without limitation, making a delivery of the Goods or any part of the Goods by reason of Force Majeure it may, by notice to the Customer, either:
 - i. extend the time for delivery of the Goods for a reasonable period; or
 - ii. refund the Customer for any payment already made to the Supplier.
- 7) Default by Customer**
- a) If the Customer fails to make payment to the Supplier in accordance with the Conditions of Sale, or the Customer is Insolvent, or there is a material breach by the Customer of any of these Conditions of Sale, all money payable by the Customer to the Supplier will at the Supplier's election become immediately due and payable and the Supplier may without prejudice to any other rights it may have, do any or all of the following on written notice to the customer:
 - i. suspend deliveries of further Goods to the Customer;
 - ii. terminate the contract to supply Goods in relation to Goods that have not been delivered;
 - iii. without limiting clause 4, withdraw any Commercial Credit Account which may have been extended to the Customer and require immediate payment of all money owing to the Supplier by the Customer; and/or
 - iv. seize, take possession of and sell or retain any Goods to which title has not passed to the Customer.
 - b) All Costs incurred by the Supplier relating to any action taken by the Supplier to recover money due from the Customer (including, without limitation, legal or other debt collection costs) will be payable by the Customer on demand.
- 8) Retention of title**
- a) Prior to title in the Goods passing to the Customer under these Conditions of Sale, the Customer agrees that:
 - i) the Customer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Supplier owes to the Customer;
 - ii) the Customer cannot claim any lien over the Goods;
 - iii) the Customer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Supplier; and
 - iv) where the Customer is in actual or constructive possession of the Goods:
 - (1) the Customer will not deliver them or any document of title to the Goods to any person except as directed by the Supplier; and it is in possession of the Goods as a bailee of those Goods and owes the Supplier the duties and liabilities of a bailee. [Note: A bailee assumes possession and responsibility to keep Goods safe and has an obligation to return the Goods to the bailor when the bailment comes to an end.]
 - b) The Supplier and the Customer agree that:
 - i) the property of the Supplier in the Goods remains with the Supplier until the Supplier has been paid in full for the Goods
 - ii) the Customer is a bailee of the Goods until such time as property in them passes to the Customer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full; and
 - iii) pending payment in full for the Goods, the Customer:
 - (1) must not supply any of the Goods to any person outside of its ordinary or usual course of business;
 - (2) must not allow any person to have or acquire any security interest in the Goods;
 - (3) must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business; and
 - (4) must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.
 - c) Despite clause 8 b), if the Customer supplies any of the Goods to any person before all moneys payable by the Customer have been paid to the Supplier (and have not been claimed or clawed-back by any person standing in the place of or representing the Customer), the Customer agrees that:
 - i) it holds the proceeds of resupply of the Goods on trust for and as agent for the Supplier immediately when they are receivable or are received;
 - ii) it must either pay the amount of the proceeds of resupply to the Supplier immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for the Supplier;
 - iii) any accessory or item which accedes to any of the Goods by an act of the Customer or of any person at the direction or request of the Customer becomes and remains the property of the Supplier until the Supplier is paid in accordance with clause 8(b) when the property in the Goods (including the accessory) passes to the Customer; and
 - d) if the Customer fails to pay for the Goods within the period of credit (if any) extended by the Supplier to the Customer, subject to, and in accordance with, the PPSA, the Supplier may recover possession of the Goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Supplier has an irrevocable license to do so without incurring liability to the Customer or any person claiming through the Customer.
- 9) Application of the PPSA**
- a) The Customer acknowledges and agrees that the Supplier may apply to register a financing statement in respect of any security interest in the Goods at any time before or after delivery of the Goods. The Purchaser waives its rights under s 157 of the PPSA to receive notice of any verification of the registration.
 - b) The Supplier can apply amounts it receives from the Customer towards amounts owing to it in such order as the Supplier chooses.
 - c) If the Customer defaults in the performance of any obligation owed to the Supplier under these Conditions of Sale or any other agreement for the Supplier to supply Goods to the Customer, the Supplier may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions of Sale or the PPSA. To the maximum extent permitted by law, the Customer and the Supplier agree that the following provisions of the PPSA do not apply to the enforcement by the Supplier of its security interest in the Goods: section 95, 96, 121(4), 125, 130, 132(3) (d), 132(4), 142 and 143.
 - d) The Purchaser must promptly do anything required by the Supplier to ensure that the Supplier's security interest is a perfected security interest and has priority over all other security interests in the Goods.
- 10) Liability and Indemnity**
- a) In the event of any Goods supplied by the Supplier in accordance with these Conditions of Sale failing to meet the agreed standards, the liability of the Supplier (if any) will be limited to the replacement of such defective Goods. All other guarantees, warranties, undertakings, or representations express or implied and whether arising by statute or otherwise are expressly excluded (except to the extent only that such exclusion is prohibited by law).
 - b) Neither party will in any circumstances be liable for any indirect or consequential loss or damage of any nature whatsoever (except to the extent only that such exclusion is prohibited by law).
 - c) Each Indemnity given by the Customer in favour of the Supplier pursuant to these Conditions of Sale is also given in favour of each of the Supplier's officers, employees, agents and contractors and may be enforced by the Supplier as agent for any indemnified person
- 11) Credit Limit**
- a) An amount listed in the Commercial Credit application only constitutes the Customer's requested credit limit, and if credit is provided by the Supplier, any credit

limit will be at the Supplier's sole discretion and may be higher or lower than the amount requested. The Supplier may reduce the credit limit (if any) upon notice to the Customer in its absolute discretion without providing reasons for such reduction.

- b) The Supplier may extend credit to the Customer in excess of any agreed credit limit (if any) in its absolute discretion. Use by the Customer of such extended credit will be taken as acceptance by the Customer that such facility falls within these Conditions of Sale.
- c) The Supplier may deny any request by the Customer for further credit at its absolute discretion without providing reasons.
- d) The Customer acknowledges that the Supplier only provides credit to customers where such credit is insured by the Supplier's trade credit insurers and the Customer acknowledges that the Supplier's trade credit insurer may require the Supplier to cease providing credit to the Customer, reduce the Customer's credit limit and/or not agree to a request by the Customer for additional credit, and such matters are at the sole discretion of the Supplier's trade credit insurers without any reasons to be provided to the Customer.

12) Miscellaneous

- a) These Conditions of Sale and this Commercial Credit Account Application set out the entire agreement between the parties in relation to their subject matter.
- b) The laws applicable to the agreement between the Supplier and the Customer are the laws of Queensland and the Customer submits to the jurisdiction of the courts of Queensland.
- c) Nothing in these Conditions of Sale will constitute the Supplier as a subcontractor of the Customer. A party waives a right under these Conditions of Sale only if it does so in writing and/or exchange by electronic communication by the party.
- d) A party does not waive a right because it fails to exercise the right, delays exercising the right or only exercises part of the right. The exercise of a right does not prevent any further exercise of that right or of any other right. A waiver of any breach of a term of these Conditions of Sale does not operate as a waiver of another breach of the same term or any other term.
- e) A provision of these Conditions of Sale or a Delivery Docket, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound. If there is a waiver or variation in writing it must be confirmed by the Supplier in writing by a person authorised by the Supplier's management to make such variation or provide the waiver in writing and no other employee of the Supplier including a delivery driver under contract to the Supplier nor any other person will have any authority to waive or vary these Conditions of Sale or a Delivery Docket.
- f) The Supplier may update these Conditions of Sale from time to time, in which case the Supplier will provide written notice of such updates of its Conditions of Sale to the Customer. If the Customer continues to order Goods from the Supplier from 10 business days after the Supplier has provided notice to the Customer of any updates to these Conditions of Sale, the Customer is deemed to have agreed to be bound by such updated Conditions of Sale unless it notifies the Supplier otherwise.
- g) The Supplier may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions of Sale without the consent of the Customer. The Customer may not assign or otherwise deal with the benefit of any contract made pursuant to these Conditions of Sale and/or this Commercial Credit Account Application without the consent of the Supplier.
- h) Any provision of these Conditions of Sale that is void, illegal or unenforceable is only ineffective to the extent that it is void, illegal or unenforceable and such provision shall be excluded from these Conditions of Sale without invalidating the remaining provisions of these Conditions of Sale.

13) Electronic Signatures

- a) In the event that any signature is delivered by e-mail delivery of a ".pdf" or similar data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) which the same force and effect as if such ".pdf" or similar

Definitions

- 1) Business Day means Monday to Friday (inclusive) excluding public holidays at the place of delivery
- 2) Commercial Credit Account means an approved account for supply of Goods to the Customer on terms of payment within thirty (30) days from the end of the month which an invoice is provided from the Supplier to the Customer
- 3) Commercial Credit Account Application means this application for thirty (30) days from the end of the month which an invoice is provided from the Supplier to the Customer commercial credit made by the Customer to the Supplier
- 4) Controller has the meaning it has in the Corporations Act
- 5) Corporations Act means the Corporations Act 2001 (Cth)
- 6) Costs include charges and expenses including in connection with advisers including all reasonable recovery costs incurred by the Supplier in recovering any amounts unpaid by the Customer and/or the Guarantor on a solicitor and own client basis, and includes all duties, fees and expenses associated with the granting of the Guarantee, the registration of any caveats, withdrawals of caveats, mortgages, or discharge of mortgages and stamp duty
- 7) Customer means the customer named in application for commercial credit, being an incorporated or unincorporated business, partnership, individual or Government entity, who acquires Goods from the Supplier
- 8) Delivery Docket means, in respect of a delivery of Goods a delivery docket/tax invoice in a paper or Electronic form prepared by the Supplier that includes relevant information in respect of the delivery
- 9) Delivery Site means the delivery address specified on the Delivery Docket as the location agreed by the Customer and the Supplier for the delivery of the Goods. Unless otherwise agreed and specified, the Delivery Site will be the kerb alignment of the nearest main road or thoroughfare, such as a street or boulevard, available to the public for use for travel or transportation specified as the delivery address
- 10) Force Majeure means an act of God, war, fire, pandemic, pestilence, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies or any other cause beyond the Supplier control
- 11) Goods mean all goods, products and materials sold or otherwise supplied by the Supplier to the Customer from time to time. The Goods are "other goods" for the purposes of the PPSA
- 12) GST means the tax payable on Taxable Supplies within the meaning of the GST Act
- 13) GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax
- 14) Guarantee means any guarantee and indemnity provided by a Guarantor.
- 15) Guarantor means the person or persons named in the Details of Part B as the Guarantor. If there are more than one, Guarantor means each of them separately and every two or more of them jointly
- 16) Insolvent means for the Customer (as applicable) being an insolvent under administration or insolvent or having a Controller appointed (each as defined in the Corporations Act), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from any creditors under any statute or dissolved (other than to carry out a reconstruction while solvent), if an individual, a bankruptcy notice is filed in respect of the Customer or otherwise admits in writing or is declared by a court that it is unable to pay its debts as and when they fall due
- 17) PPSA means the Personal Property Services Act 2009 (Cth) and any regulations under it
- 18) Privacy Act means the Privacy Act 1988 (Cth) and any regulations under it
- 19) Related Corporation has the meaning given to the term "related body corporate" in section 50 of the Corporations Act
- 20) Services means all services provided by the Supplier to the Customer from time to time.
- 21) Regional Group Australia or Affiliate Group means Regional Group Australia Pty Ltd ABN 21 634 578 699, Regional Quarries Australia Pty Ltd ABN 70 602 653 029, Regional Concrete Australia Pty Ltd ABN 92 634 599 689, Regional Concrete Victoria Pty Ltd t/a Economix ABN 91 675 929 450, Blackwater Quarries Pty Ltd ABN 41 010 392 659, Dawson Quarries Pty Ltd ABN 23 635 321 701, Amcor Quarries & Concrete Pty Ltd ABN 14 617 558 004, Dandy Premix Quarries Pty Ltd ABN 57 125 332 989, Casacir Pty Ltd ABN 41 090 245 284 Regional Quarries & Concrete Pty Ltd t/a Cleary Bros ABN 95 682 599 882 Dandy Premix Quarries Pty Ltd t/a Aerolite Quarries ABN 73 310 149 859, Regional Recycling (Victoria) Pty Ltd ABN 95 685 081 636 and any Related Corporations jointly and each of them severally
- 22) Taxes means taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) (together with any related interest, penalties, fines and expenses in connection with them), except if imposed on the overall net income of the Supplier.

Interpretations in this document:

- 1) the singular includes the plural and vice versa.
- 2) headings are for convenience only and do not alter the interpretation;
- 3) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning
- 4) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid or that act, matter or thing will be done on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not)
- 5) terms defined in the PPSA have the same meaning when used in this document unless otherwise indicated
- 6) a reference to:
 - a) this document includes any variation, novation or replacement of it.
 - b) the Customer includes a reference to its authorised representatives, employees, agents and subcontractors and the Customer's executors, administrators, successors, substitutes, (including, without limitation, persons taking by novation) and assigns.
 - c) the Supplier includes a reference to that person's executors, administrators, successors, substitutes, (including, without limitation, persons taking by novation) and assigns; and
 - d) law means common law, principles of equity, and laws made by parliament, and a reference to laws made by parliament or any legislation includes regulations and other instruments

INTERNAL USE – INTERNAL CREDIT TEAM

- 1)** Credit Checks Completed (Report Attached):
- 2)** Credit Limit Recommended:
- 3)** Approved by Business Unit:
- 4)** Approved by Treasury & Credit: