

APPLICATION FOR CREDIT

TO: REDMETRO PTY LTD (ACN 147 925 862) ("the Company")

Account No: _____

Approved Credit

Limit: _____

A. ACCOUNT (Please circle where applicable)

Sole Trader

Partnership

Company

Trustee

Other (provide details): _____

B. ACCOUNT DETAILS CUSTOMER

Trading Name (Account Name): _____ ("Customer")

Company Name: _____

ACN: _____

ABN: _____

Postal Address: _____

Postcode: _____

Delivery Address: _____

Email: _____

Telephone No: _____

Fax No: _____

Registered Office: _____

Postcode: _____

Type of Business: _____

Year Commenced: _____

Please state if Customer is a Trustee for any trust Yes No

If "Yes" full name of Trust: _____

Customer to supply a copy of Constitution and a copy of the Trust Deed with all amendments to date.

C. PARTNERS, DIRECTORS, OFFICE BEARERS

	Full Name	Residential Address	Title	Private Telephone No
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

D. BUSINESS REFERENCES

	Name	Address	Tel No	Estimated Monthly Purchase
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

The Company is authorised to contact the Business References as part of its decision on whether or not to approve this application

E. NAME AND ADDRESS OF BANKS:

	Name	Address	Tel No.
1.	_____	_____	_____
2.	_____	_____	_____

F. Has the Customer mentioned above ever been bankrupt, insolvent or made any arrangement with or assignment for the benefit of creditors? Yes No

If Yes, Please provide brief details: _____

Has any person(s) mentioned as a Director or Trustee of the Customer, ever been associated with a company/trust within the last five years as a Director, Secretary, Trustee or other office-holder, which has gone into liquidation, or made any arrangement with or assignment for the benefit of their creditors?

 Yes No

If Yes, Please provide brief details: _____

G. SIGNATURES

The Customer applies to trade with REDMETRO PTY LTD (ACN 147 925 862) ("the Company") in accordance with the Terms and Conditions of Trade below ("Terms and Conditions of Credit") and must observe and perform the Terms and Conditions of Credit if this Application is accepted.

If the Customer is a company, the directors of that company agree to provide guarantees and indemnities to the Company in the form of the deed attached to this Application and those directors are to sign that deed contemporaneously with the signing of this Application by or on behalf of the company.

I/We have read and understood the Terms and Conditions of Credit and acknowledge receipt of a copy of the Terms and Conditions of Credit.

I/We are duly authorised to execute this Application on behalf of the Customer.

Signature of Authorised Person	Print Name	Title/Position	Witness
_____	_____	_____	Name: _____
_____	_____	_____	Address: _____
_____	_____	_____	Occupation: _____
_____	_____	_____	Signature: _____
_____	_____	_____	Date: _____

TERMS & CONDITIONS OF CREDIT

1. If this Application is approved the Company will notify the Customer of the approved Credit Limit and any conditions of approval. Any conditions of approval are deemed incorporated into these terms and conditions.
2. The Customer must pay for all Services supplied on or before the Due Date regardless of whether there is a delay in provision of the Services or a dispute as to the Services.
3. The debit balance of the Customer's Account must not at any time exceed the Credit Limit.
4. Overdue Moneys will bear interest which accrues from day to day on the balance of overdue Moneys at the rate of twelve per cent per annum calculated on a daily basis. Payments received are applied to interest first and then to the overdue Moneys.
5. A Default Event occurs if the Customer commits an act of bankruptcy or is declared bankrupt, a petition winding up is presented, is placed in receivership or an administrator is appointed to the Customer; enters into any arrangement, composition or compromise (formal or informal) with its creditors; a cheque payable to the Company is dishonoured; any Moneys owing remain outstanding after the Due Date; the Customer is otherwise in breach of these terms and conditions; or ceases to trade or carry on business in the usual manner.
6. If a Default Event occurs, the Company may terminate the supply of Services on credit and all Moneys in respect of Services become immediately due and payable.
7. All costs incurred by the Company (including debt collection agency fees, administration charges and legal costs on a full indemnity basis) from the Company exercising a right under these Terms and Conditions of Credit or a Default Event, are payable by the Customer upon demand.
8. The Company may at any time and from time to time in respect of the future supply of Services by notice to the Customer vary these Terms and Conditions of Credit without notice to the Customer or vary the Credit Limit in each case without assigning any reason.
9. If the Customer is more than one person they are bound jointly and each of them severally.
10. The Customer is fully liable for any Services ordered on the Customer's account by an agent/employee or third party ordering for or on behalf of or with the apparent authority of the Customer.
11. In the case where the Customer is a trustee of a trust, it is acknowledged that the Customer is fully liable for any Moneys owing both as a trustee of the trust and personally in the Customer's own right.
12. The Customer authorises and permits the Company to make independent inquiries of third parties including the trade references specified in this Application concerning the Customer's financial standing and to obtain from such third parties such information which the Company deems necessary for the purposes of assessing this Application and authorises and permits such third parties to supply such information notwithstanding any confidentiality or privilege which applies to the information sought.
13. The Customer agrees to indemnify the Company and keep the Company indemnified from and against and in respect of any claim, action, loss, cost, expense or liabilities suffered or incurred by the Company arising from or in any way related to the breach of the Terms and Conditions of Credit contained herein.
14.
 - (a) The Company is entitled to a possessory lien and general lien over any goods and other property of the Customer in its possession or under its control from time to time with respect to any Moneys due from the Customer to the Company
 - (b) The Company may sell the goods and apply the proceeds to pay Moneys due after providing written notice to the Customer's last known place of business or registered office of its intention to do so.
 - (c) The Customer indemnifies the Company against claims by any party with an interest in the goods.
15. Unless the Company enters into a separate agreement to exclude or vary any of the following sub-clauses then:
 - (a) the Services are provided at the risk of the Customer and not the Company and, unless expressly agreed in writing, the Company will not be liable for any Damage to the goods or any part of the goods, whether or not the Damage occurs in the course of performance by the Company of the Services or when otherwise in the possession of the Company pursuant to this Agreement for any reason whatsoever including without limitation, negligence, breach of contract, bailment or wilful act or default of the Company.
 - (b) The Customer indemnifies the Company against any claim or allegation made against the Company by or liability to any person or Company including but not limited to the receiver and the bailor for any Damage, personal injury (including death or disease) or other loss or injury (personal or property) arising out of or in connection with the provision of the Services including solicitor-client indemnity costs incurred by the Company, irrespective of any negligence, breach of contract, bailment or wilful act or default of the Company.
 - (c) Subject to any implied warranty provided by the Australian Competition and Consumer Act, the Fair Trading Act or any other Act (as amended from time to time) which may not be excluded, no warranty, condition or representation is given on the part of the Company and any express or implied warranty as to quality, fitness for purpose or otherwise of the Services is hereby excluded.
 - (d) To the extent that the Company is subject to any implied warranties provided by the Australian Competition and Consumer Act (as amended from time to time) the Company limits its liability to the maximum extent allowed under that Act or the cost of the Services, whichever is the lesser amount.
 - (e) The goods are at all times at the risk of the Customer.
16. Where by express written agreement the Company becomes responsible for loss or damage, no claim for loss or damage will be allowed unless:
 - (a) the claim is lodged in writing within seventy-two (72) hours after delivery was given to the Company; and
 - (b) the Customer substantiates the Damage.Failure to claim within seventy-two (72) hours is evidence of satisfactory performance of the Services. Time is of the essence in this clause.
17. The Customer must take out its own insurance cover for the goods.
18. The Company's usual terms and conditions of supply also apply to the supply of the Services to the Customer from time to time.
19. If the Customer is more than one person they are bound jointly and each of them severally.
20. "Company" means Redmetro Pty Ltd (ACN 147 925 862).
"Credit Limit" means the limit of credit approved by the Company pursuant to this Application.
"Customer" means the business applying for credit pursuant to this Application.
"Damage" means any loss of, damage to, deterioration of, or misdelivery of, or non-delivery of, or delay in delivery of the Services and includes consequential economic or ancillary loss damage, expense or liability.
"Default Event" means a breach of these Terms and Conditions of Credit or an insolvency event occurs to the Customer.
"Due Date" means in relation to Moneys owing for Services supplied, the thirtieth (30th) day following the date of an invoice.
"Moneys" means all moneys now or in the future owing by the Customer to the Company on any account;
"Services" means all goods supplied or to be supplied by the Company to the Customer.

GUARANTEE & INDEMNITY

(to be signed by ALL directors of any company applying to the Company for credit)

This Guarantee and Indemnity deed is made the day and date referred below between REDMETRO PTY LTD (ACN 147 925 862) of 3 Fargo Way, Welshpool, in the State of Western Australia ("the Company") and _____ (name and address) ("Guarantor").

- 1. In consideration of the provision of Services by the Company to the Customer from time to time at the Guarantor's request the Guarantor guarantees unconditionally and irrevocably to the Company the due and punctual payment by the Customer to the Company of all money payable by the Customer to the Company at any time ("Money") which the Customer referred to in the attached Application for credit ("the Customer") becomes liable to pay to the Company and the due observance and performance of the Customer's Covenants by the Customer pursuant to any and all agreements between the Customer and the Company now or in the future of any nature whatsoever.
2. As a separate undertaking, the Guarantor: (a) indemnifies unconditionally and irrevocably the Company against all loss, liability, cost or expense including legal fees on a full indemnity basis (collectively "the Company's Loss") incurred or suffered by the Company arising from or in connection with non payment of Money or breach of a Customer's Covenant or a breach of any agreement or as a consequence of a disclaimer of any agreement by a liquidator or trustee of the Customer; and (b) as principal debtor agrees to pay to the Company on demand a sum equal to the amount of the Company's Loss.
3. The guarantee and indemnity contained in this deed: (a) is a continuing guarantee and indemnity and is not discharged by any intermediate payment or settlement of accounts; and (b) continues in full force and effect during the term of any agreement between the Company and the Customer until the Guarantor is expressly released by the Company.
4. The Guarantor's obligations under this deed are principal obligations and the Company is not required to commence proceedings or enforce its rights against the Customer before claiming under this guarantee and indemnity.
5. The Guarantor's obligations under this deed are not effected by anything which might otherwise effect them under the law relating to sureties, including but not limited to The Company granting time or any other concession to or compromising with or releasing in any way the Customer or any one Guarantor ("Co-surety"); acquiescence, delay, acts or omissions on the part of the Company; a variation of any agreement with or without the consent of the Guarantor; the death, mental or physical disability, insolvency or dissolution of the Customer or any Co-surety; the entry by the Customer into any arrangement, assignment or composition for the benefit of creditors, liquidation, scheme of arrangement, deed of company arrangement, reduction of capital, capital reconstruction, or the appointment of a receiver or receiver and manager of the Customer whether by the court or under the power contained in any instrument or the appointment of a voluntary administrator by the Customer; the fact that a Co-surety may never execute this document or that the execution of this document by any Co-surety is void or voidable; the invalidity or unenforceability of an obligation or liability of the Customer or a Co-surety under this deed; a disclaimer of this deed by a liquidator or trustee of the Member or any other person; and the Company releasing, disposing of or dealing in any other way with any security interest it may hold which is given by the Customer or any Co-surety.
6. The Guarantor will not prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment of or in relation to the Customer in competition with The Company and the Guarantor holds on trust for the Company any proof, claim or dividend received by it until all moneys have been paid.
7. If a claim that a payment to the Company in connection with this deed is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Company is immediately entitled as against the Guarantor to the rights to which it would have been entitled under this deed if all or part of the payment had not been made.
8. The Guarantor charges all of the Guarantors real and personal property with the payment of all money due to the Company from time to time.
9. Where this guarantee and indemnity is given by more than one person, the obligations on the part of the Guarantor contained in this guarantee and indemnity take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them.
10. "Customer's Covenants" means the covenants agreements terms conditions and stipulations and duties contained or implied in any agreement made between the Company and the Customer, whether past, present or future or imposed by law to be observed and performed by any person or entity other than the Company.

EXECUTED AS A DEED this _____ day of _____ 20____

SIGNED by the said Guarantor _____)
)
Print Name: _____)
in the presence of: _____) (Signature)

SIGNED by the said Guarantor _____)
)
Print Name: _____)
in the presence of: _____) (Signature)

Witness: _____
Print Name Signature

Witness: _____
Print Name Signature

SIGNED by the said Guarantor _____)
)
Print Name: _____)
in the presence of: _____) (Signature)

Witness: _____
Print Name Signature