

Maroondah Roofing

Service and Quality Always

Viacom Pty. Ltd. A.C.N. 066 470 684 - Trading as Maroondah Roofing

Phone:
(03) 9722 9900

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

CUSTOMER'S BUSINESS OPERATES AS FOLLOWS:

Pty Ltd Company Sole Trader Limited / Partnership Individual

Account Name:

ACN No / Reg Bus No: Builder's Licence No:

Trading Address: Postcode:

Postal Address for Accounts: Postcode:

Phone No: Fax No: Mobile No:

Trading Premises Owned / Leased: LeasePeriod Yrs:

Agents for Lease: Phone No:

Trade References: [Minimum of three (3) required. Preferably largest possible figures]

Phone No: Account No:

Phone No: Account No:

Phone No: Account No:

Amount of Credit Required: \$ Started Business:

Bank: Branch: Account No:

I / WE THE CUSTOMER ACKNOWLEDGE AS FOLLOWS:

Terms of Trade: To have received the Terms of Credit that were attached to this application, and I / We agree to the terms and conditions of Viacom Pty Ltd Trading As Maroondah Roofing for the supply and / or Installation of all goods and / or services.

Privacy Act: The Customer hereby agrees that Maroondah Roofing may seek from another supplier, a credit reference containing commercial credit information about me / us so that Maroondah Roofing can assess whether to accept me / us as an acceptable credit risk for a commercial credit account.

Personal Guarantees: That if the Customer is a Company, then the directors will provide Personal Guarantees.

Duty of Disclosure: The customer Warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into a Scheme of Arrangement with creditors either formally through a court, or otherwise. Further the Customer Warrants that none of its directors have been a director of a Company placed in Liquidation, or has been declared a Bankrupt or entered into an arrangement, under the Bankruptcy Act 1966 (as amended).

THIS IS TO CERTIFY: That I / We have read, comprehend and accept the Terms of Trade, that I / We understand and accept the above paragraphs, that I / We are authorised to make this application on behalf of the Customer, that I / We acknowledge that the information supplied in this application is true and correct, and without undue influence, unfair pressure or unfair tactic, have appended my / our signature(s) hereto.

Full Names & Addresses of (Directors)(Partners)(Sole Trader)(Individual) *Delete Where Applicable*

Name: Date of Birth or Drivers Licence No:

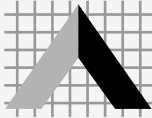
Address:

Title: Date: Signed:

Name: Date of Birth or Drivers Licence No:

Address:

Title: Date: Signed:



Deed of Guarantee, Indemnity and Charge

TO: Viacom Pty Ltd ACN 066 470 684 (herein after referred to as "Maroondah Roofing"), **In Consideration** of Maroondah Roofing supplying goods or services or both to the Customer referred to at the bottom of this Guarantee Indemnity & charge ("this Guarantee"), the guarantor(s) set out below hereby guarantee to Maroondah Roofing due and punctual payment of all money(ies) which are now payable or may in the future become payable by the Customer to Maroondah Roofing for goods and services or both supplied from time to time by Maroondah Roofing to the Customer ["the secured money(ies)"] **and** it is hereby further agreed as follows:

- The secured money(ies) shall include collection fees credit consultants fees and legal costs incurred by Maroondah Roofing in connection with the default by the customer.
- Maroondah Roofing is at liberty without notice to us at any time and without in any way discharging us from liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or by any other means of negotiable instruments.
- Nothing in this guarantee is binding or conditional upon Maroondah Roofing continuing to supply goods or services or both to the customer.
- That Maroondah Roofing may exercise its right under this guarantee at any time and the guarantor(s) shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all guarantor(s). It shall not be a condition precedent to the issue of any such demand that Maroondah Roofing shall have exercised or exhausted its legal rights against the Customer.
- The guarantor(s) hereby indemnify Maroondah Roofing against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured money(ies).
- This guarantee shall not be considered wholly or partially discharged by the payment at anytime hereafter of any of the secured money(ies) or by any settlement of account and shall apply to the present and any future balance of the secured money(ies).
- This guarantee shall be a continuing guarantee to Maroondah Roofing for all debts whatsoever and whenever contracted with the Customer in respect of the goods or services or both supplied to the Customer.
- The guarantor(s) may revoke this Guarantee at any time. Such revocation shall be effective only upon its delivery to the secretary of Maroondah Roofing at its registered address and shall become effective at the time of its actual receipt by the Secretary. Such notice of revocation shall only operate to discharge the guarantor(s) from liability as to future dealings by the Customer with Maroondah Roofing after the said date of delivery.
- That Maroondah Roofing shall be entitled at any time to assign its right under this guarantee to its successors, nominated transferor assigns, and further vary the terms of trade originally attached to this Commercial Credit Application without notice to the guarantor(s), and that this guarantee shall not be in any way affected or discharged pursuant to such assignment or variation.
- That the terms of this guarantee are binding (if more than one) jointly on us and severally on each of us and shall not be effected notwithstanding that one or more of the intended co-guarantors have not executed the guarantee or that the guarantee has been held to be ineffective or unenforceable against one or more of the guarantors.
- That in event that the Customer being a Company, the guarantor(s) are not director(s). The guarantor(s) certify that they have been given the opportunity to obtain independent commercial financial and legal advice prior to signing this guarantee.
- CAVEAT INTEREST CLAUSE:** The guarantor(s) hereby charge their property(ies) owned, partly owned or property(ies) that maybe acquired during the currency of this guarantee by the guarantor(s) in favour of Maroondah Roofing with the due and punctual observances and performances of all the obligations of the guarantor(s) hereunder. The guarantor(s) acknowledges that Maroondah Roofing may at its discretion register a caveat on such property in respect of the interests conferred on it under this clause. In the event that Maroondah Roofing is required to exercise its right against the Caveatable Charge, the Customer grants Maroondah Roofing the right to sell the property.
- The guarantor(s) agree that Maroondah Roofing may seek from a Credit Reporting Agency, a credit report containing personal information about me / us to assess whether to accept me / us a guarantor(s) for commercial credit applied for, or provided to, the Customer.
- I / We agree that Maroondah Roofing approves the Customer's application for commercial credit this agreement remains in force until the commercial credit facility covered by the Customer's application ceases.

This is to certify that I /We have read, understood and accept the terms and conditions of this Guarantee, and without undue influence, unfair pressure or unfair tactic have appended my / our signature(s) hereto. I / We acknowledge having received a copy of this Guarantee.

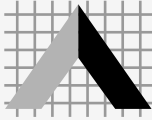
Name of Company: ACN No:

EXECUTED AS A DEED THIS DAY OF 20__

Signed by Guarantor:	Name: Address:
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Signed by Guarantor:	Name: Address:
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Signed by Witness:	Name: Address:
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Terms of Credit

A Reference to "Maroondah Roofing" means Viacom Pty LTD, ACN: 066 470 684 Trading As Maroondah Roofing. Please read the undermentioned terms carefully. If you do not understand these Terms of Credit you should seek legal advice.

1. Unless specifically agreed to and confirmed in writing, the Agreed Trading Terms Are 30 Days from date of invoice. ie. payment is due exactly 30 days after the date the invoice is raised (Invoices raised on the 15th April should be paid prior to the 15th May).
2. The Customer hereby agrees and acknowledges that at the absolute discretion of Maroondah Roofing, an account keeping fee of 1.5% per month will be levied on amounts in default of the Agreed Trading Terms.
3. The Customer further agrees to indemnify Maroondah Roofing for any legal costs incurred by Maroondah Roofing (including but not limited to charges and commission charged by Mercantile Agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required while credit is being offered in consequence of this application, and the Customer further agrees to indemnify Maroondah Roofing for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the Agreed Trading Terms to indemnify the supplier against its collection fees and legal costs.
4. Maroondah Roofing may withdraw credit facilities to the Customer at any time without notice. Without limiting Maroondah Roofing's rights to withdraw credit, Maroondah Roofing reserves the right to stop supply and place the account on hold.
5. Maroondah Roofing reserves the right to amend these Credit Terms, provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to Maroondah Roofing a new address, and this new address is acknowledged by return in writing by Maroondah Roofing.
6. These Terms of Credit apply to all transactions from which the Customer is supplied materials and/or services on credit. If any future contract between Maroondah Roofing and the Customer is inconsistent with these Terms of Credit, then these Terms of Credit will apply unless the subsequent contract refers to and specifically alters these Terms of Credit in writing.
7. Should there be any variation to any of the information supplied by the Customer in this Application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointments of new directors), Maroondah Roofing shall be notified in writing. Until a new application form is signed and approved in writing by Maroondah Roofing, the original Application and those person(s) who signed as guarantor(s) shall remain liable to Maroondah Roofing as though all goods and services were supplied to the original Customer.
8. **RETENTION OF TITLE:** The Customer agrees that ownership of all goods supplied by Maroondah Roofing to the Customer is only transferred to the Customer when the goods are paid for in full but the risk shall pass to the Customer if Maroondah Roofing or its agent delivers, on delivery or if the Customer or its agent takes delivery, at Maroondah Roofing's yard. Until Maroondah Roofing is paid in full, the relationship of the Customer to Maroondah Roofing shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for Maroondah Roofing. The Customer shall store the Customer's goods separately from its own. Should the goods be sold to a third party before payment, Maroondah Roofing will be subrogated to the position of the Customer for the recovery of the debt. The money(ies) resulting from the sale are to be specifically earmarked and placed in a separate account until payment in full is made to Maroondah Roofing under the contract.
9. In the event that the Customer:-
 - (a) defaults in the observance of any of its obligations under these Terms of Credit arising out of this application; or
 - (b) being a person, dies, commits an act of bankruptcy or enters into a scheme of arrangements official or unofficial; or
 - (c) being a company or corporation takes or shall have taken against it any action for its winding up or placement under official Management or receivership, appointment of an Administrator, Controller or Managing Controller;then Maroondah Roofing, without prejudice to any rights or remedies open to it, may:
 - (1) Treat as discharged all or any of its obligations arising from any agreement with the Customer;
 - (2) retain any security given or money(ies) paid by the Customer or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully received by the Customer;
 - (3) enter upon Customer's premises or elsewhere at any time including any buildings removing any locks or take all such action to gain action to gain entry to take possession of and remove any goods and materials for which the property has not passed from Maroondah Roofing. The Customer agrees that Maroondah Roofing will not be responsible for any damage caused in obtaining the goods and will keep Maroondah Roofing indemnified against any claims;
 - (4) take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied under the contract and in its possession.