



CREDIT APPLICATION AND GUARANTEE

To: Titan Pre-Mix Concrete Pty Ltd T/a Titan Pre-Mix Concrete - ACN 639 830 390

Titan Pre-Mix Concrete Pty Ltd
ABN: 56 639 830 390

I/We: _____ (Applicants)

admin@titanpremix.com.au

Of: _____

PO Box 362
Pascoe Vale South, Vic 3044

Phone: _____ Fax: _____

Hereby make application to Titan Pre-Mix Concrete to supply goods to the Applicant on credit and in consideration of doing so I/we accept the General Credit Terms as exists from time to time of which a copy of the current General Credit Terms in annexed hereto and I/we agree :-

- 1. The granting of credit to the Applicant shall be at the sole discretion of Titan Pre-Mix Concrete and may be varied from time to time as Titan Pre-Mix Concrete deems fit and withdrawn without notice.
2. That Titan Pre-Mix Concrete may at any time without providing any reason refuse to extend further credit to the Applicant and that approval of this application does not require Titan Pre-Mix Concrete to extend any particular amount of credit at this time or in the future.
3. Any information provided by the Applicant or on behalf of the Applicant be its agents or representatives in relation to the Particulars of Credit will form part of this Credit Application and may be relied upon by Titan Pre-Mix Concrete as a material factor in the granting of credit to the Applicant and we represent and warrant that the information set out in this application is true and correct and acknowledge that Titan Pre-Mix Concrete will rely upon the information provided and is hereby instructed to grant credit to me/us.
4. That in the event that this application is made on behalf of a firm or registered business name to names of the proprietors of the firm or business name are to be provided. In the event their full particulars are not provided then the person or persons named as Applicant are personally, and if more than one, jointly and severally liable to Titan Pre-Mix Concrete together with the proprietors whom have or it is claimed to have ordered the goods.
5. That Titan Pre-Mix Concrete may from time to time alter its General Conditions of Trading and such amended General Conditions of Trading will apply in respect of all transactions taking place after notification by Titan Pre-Mix Concrete to the Applicant of such amended General Conditions of Trading and it will not be necessary for the Applicant to make a new application for credit.
6. That where there is more than one Applicant including proprietors to a business name, firm or partnership each individual nominated or each proprietor of the business name, firm or partnership, shall be jointly and severally liable hereunder and in this application the singular shall be read and construed as including the plural.
7. The Customer, the Applicant and the Guarantor are informed that personal information including any opinions relating to the Customer, Applicant or Guarantors can be disclosed by the Supplier to a Credit Reporting Agency.
8. The Customer, Applicant and Guarantor agree to:-
a. The Supplier obtaining from any business which provides information about the commercial credit worthiness of myself, my commercial activities and using that information for the purposes of assessing this Application;
b. To any Credit Reporting Agency, or any Customer or Supplier, giving to the Supplier any Credit Report or record or information that has any bearing on the credit worthiness, credit standing, credit history or credit capacity of the Applicant, Customer and Guarantor in order to enable assessment of the Application; and
c. I furthermore authorise the Supplier to notify any Credit provider of any default by the Customer, Applicant or Guarantor and to exchange any information with other credit providers as to the status of the account then in default with any credit provider and to re-assess the credit worthiness of the Customer, Applicant and Guarantor at any time and in consequence thereof to withdraw credit.

The Customer, Applicant and Guarantor hereby agree to the above terms and conditions and to be bound by the Company's general credit terms and conditions which follow, and it is expressly agreed that such terms and conditions have been read and fully understood by the Customer, Applicant and Guarantor.

Name: _____ Position: _____

Signature: _____ Date: ___/___/___

Name: _____ Position: _____

Signature: _____ Date: ___/___/___

Signature of Guarantor: _____ Date: ___/___/___

Signature of Guarantor: _____ Date: ___/___/___

THIS IS A LEGAL CONTRACT
DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD THE DOCUMENT

General Credit Terms

1. **Payment:** The customer must pay for all Products supplied by Titan Pre-Mix Concrete prior to delivery or within any credit period granted in writing by Titan Pre-Mix Concrete.
2. **Interest:** Titan Pre-Mix Concrete is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the reference rate charged by Titan Pre-Mix Concrete principal bankers, from invoice date until payment of the debt.
3. **GST:** Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Titan Pre-Mix Concrete is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply, "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
4. **Withdrawal of Variation of Credit:** Titan Pre-Mix Concrete may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
5. **Property:** (a) Property in the Products shall not pass until the Customer has paid all monies owing to Titan Pre-Mix Concrete in full. Risk in the products passes to the Customer at the time of delivery. (b) Until payment of all monies owed by the Customer to Titan Pre-Mix Concrete, the Customer holds the Products as fiduciary bailee and agent for Titan Pre-Mix Concrete and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Titan Pre-Mix Concrete. (c) If an Event of Default occurs, then without prejudice to Titan Pre-Mix Concrete's other rights, Titan Pre-Mix Concrete may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to Titan Pre-Mix Concrete, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as related to such Products in trust for Titan Pre-Mix Concrete. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Titan Pre-Mix Concrete and at the time of payment of such proceeds the Customers obligation to pay the amount owed for such Products will be discharged. (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Titan Pre-Mix Concrete. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Titan Pre-Mix Concrete at the time of the receipt of such book debts.
6. **Charge over Customers Property:** As security for payment to Titan Pre-Mix Concrete of all monies payable by the Customer, the Customer charges in favour of Titan Pre-Mix Concrete all of the Customers interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each officer as its attorney to do all things necessary to create and register each such charge.
7. **Suspension or Ceasing of Supply:** (a) Titan Pre-Mix Concrete may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 7 (a), if an Event of Default occurs, Titan Pre-Mix Concrete may, without prejudice to its other rights, call up monies owed to it by the Customer, retain all monies paid on account, or ceases further deliveries and recover from the Customer all loss of profits arising there from, and/or take immediate possession of any Products not paid for.
8. **Liability of Titan Pre-Mix Concrete:** Titan Pre-Mix Concrete will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Titan Pre-Mix Concrete , its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent this it is lawful to do so.
9. **Certification:** A statement signed by an Officer certifying the amount of any monies payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
10. **Notification of Change of Details:** The Customer will notify Titan Pre-Mix Concrete of any change in its structure or management, including any change of director, shareholder or any change in partnership or trusteeship within 7 days of the date of change.
11. **Effect of Other Terms:** These Terms are in no way affected by any other express or implied terms contained in any terms of sale issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Titan Pre-Mix Concrete.
12. **Expenses:** The Customer must pay to Titan Pre-Mix Concrete any costs, charges and expenses (including all stamp duty and legal fees) incurred by Titan Pre-Mix Concrete in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms and the failure of the Customer to comply with these Terms.
13. **Trusts:** These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
14. **Severance:** Each clause and sub clause of these Terms is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub clauses or parts will not be adversely affected.
15. **Application of Laws:** The parties submit to the non-exclusive jurisdiction of the State in which these Terms are received by Titan Pre-Mix Concrete and the law applying in that State is the proper law governing these Terms.
16. **Definitions:** In these Terms unless the context requires otherwise: (a) "**Customer**" means each and every person or corporations to whom Titan Pre-Mix Concrete supplies Products; (b) "**Event of Default**" means any of the following events; (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolved to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under manager and authorised representative of Titan Pre-Mix Concrete; (d) "**Products**" means all goods supplied to Titan Pre-Mix Concrete to the Customer; (e) "**Terms**" means these General Credit Terms.

I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and warrant that the information given by me/us in this application is true and accurate.

Name: _____ **Position:** _____

 **Signature:** _____ **Date:** ____ / ____ / ____

(Signed for and on behalf of the Customer)

Witness Name: _____ **Witness Signature:** _____

Witness Address: _____

Information Provided for Credit Application by the Applicant to:

TITAN PRE-MIX CONCRETE (TITAN PRE-MIX CONCRETE PTY LTD)

ABN: 56 639 830 390

I/We are Sole Trader In Partnership Private Co (Pty Ltd) Public Co (Ltd)

1. Full Name of Applicant _____

2. Trading Name (if any) _____

3. Address _____

4. Full Name and Addresses of Sole Trader, Partners or Directors _____

Company ABN _____

Telephone (Bus.) _____ (Home) _____

(Fax) _____ (Mobile) _____

Email: _____

5. Date of Registration ____/____/____ Reg. No. _____ Paid Capital \$ _____

6. Type of Business _____ Date Commenced ____/____/____

7. Bank _____ Branch _____ Account Name _____

8. Value of Plant \$ _____ Value of Stock \$ _____ Any Encumbrances? _____

9. Are Premises Owned or Leased? _____ If Leased, from whom? _____

10. If Owned, any mortgage and to whom? _____

11. Motor Vehicles: Make and Model _____ Reg. No. _____

12. Work in Progress _____

Estimated Monthly Requirements \$ _____

13. Trade References (4 required)

a. _____
 _____ Phone _____

b. _____
 _____ Phone _____

c. _____
 _____ Phone _____

d. _____
 _____ Phone _____



Signature of Applicant

Print Name of Applicant

Witness

Date

Signature of Applicant

Print Name of Applicant

Witness

Date

Guarantee

To: Titan Pre-Mix Concrete Pty Ltd (Titan Pre-Mix Concrete) ACN 639 830 390

In consideration of Titan Pre-Mix Concrete agreeing to give credit to _____ Pty Ltd (the Applicant), I/We and in the case of more than one guarantor we jointly and each of us severally do hereby guarantee to Titan Pre-Mix Concrete due payment by the Applicant of all monies which may from time to time be payable to Titan Pre-Mix Concrete on any account whatsoever and howsoever arising, on the due date or dates for payment whereof and/or any interest on monies due and payable to Titan Pre-Mix Concrete and all legal and other costs and expenses involved in recovering or attempting to recover any money from the Applicant. This guarantee shall be a continuing guarantee and shall not be effected by any time or other indulgence granted by Titan Pre-Mix Concrete to me/us or the Applicant and shall be enforceable immediately and without demand upon default by the Applicant in paying any monies as aforesaid on the due date payment thereof. This guarantee shall be in addition to any other security or other right available to Titan Pre-Mix Concrete against the Applicant or any other person or entity and shall be enforceable notwithstanding that no action has been taken against the Applicant prior to the commencement of any proceeding pursuant to this guarantee and shall not be effected by the death, bankruptcy or liquidation of the Applicant. The attached terms form part of this guarantee which I/we acknowledge having read and understood prior to the signing here of this guarantee.



Signature of Guarantor

Print Name of Guarantor

Address of Guarantor

Witness

Date

Signature of Guarantor

Print Name of Guarantor

Address of Guarantor

Witness

Date

Guarantee and Indemnity

In Consideration of Titan Pre-Mix Concrete agreeing at the request of the customer named in the Application for Commercial Credit of which this Guarantee forms part ("**Customer**") to sell goods or give credit to the Customer, each person named as guarantor in the Schedule ("**Guarantor**") enters into this Guarantee and Indemnity ("**Guarantee**") in favour of Titan Pre-Mix Concrete in the following terms.

1. **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to Titan Pre-Mix Concrete the due and punctual payment of the Guaranteed Monies and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Monies then due and payable;
- (b) any statement signed by a Titan Pre-Mix Concrete director, secretary, credit manager or authorised representative certifying the amount of Guaranteed Monies or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on an against the Guarantor;
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Monies are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Titan Pre-Mix Concrete for the payment of Guaranteed Monies;
- (d) the liabilities of the Guarantor and the rights of Titan Pre-Mix Concrete under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee of the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relative to the bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Titan Pre-Mix Concrete is entitled to recover from the Guarantor the value of the payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2. **Indemnity**

If the obligation of the Customer to pay the Guaranteed Monies to Titan Pre-Mix Concrete is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Titan Pre-Mix Concrete against any loss Titan Pre-Mix Concrete suffers as a result. Titan Pre-Mix Concrete need not incur any expense or make any payment before enforcing this right of indemnity.

3. **Waiver**

No failure or delay by Titan Pre-Mix Concrete to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Titan Pre-Mix Concrete's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4. **Claim in Administration**

Until this Guarantee is release by Titan Pre-Mix Concrete, the Guarantor will not without Titan Pre-Mix Concrete's consent, prove in any Administration of the Customer in competition with Titan Pre-Mix Concrete or any related body corporate of Titan Pre-Mix Concrete.

5. **Application of Monies Received**

If Titan Pre-Mix Concrete received or recovers money in respect of debts of the Customer or anyone else, Titan Pre-Mix Concrete may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

6. **Charge**

As security for payment to Titan Pre-Mix Concrete of the Guaranteed Monies and for its obligations generally under this Guarantee, The Guarantor charges in favour of Titan Pre-Mix Concrete the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

7. **Trusts**

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

8. **Expenses**

The Guarantor must pay to Titan Pre-Mix Concrete all costs, charges, fees and expenses (including; without limitation, all stamp duty and legal fees) incurred by Titan Pre-Mix Concrete in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

9. **Acknowledgement**

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of Titan Pre-Mix Concrete, its employees, agents or representative of under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Titan Pre-Mix Concrete and that the law applying in that State is the proper law governing Guarantee.

10. **Severance**

Each clause and sub clause of this Guarantee is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub clauses or parts will not be adversely affected.

11. **Definitions**

In this Guarantee unless the context requires otherwise :

Administration Includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

Guaranteed Monies means all monies which are, will or may be at any time in the future, owing or payable to Titan Pre-Mix Concrete by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

12. **Interpretation**

In this Guarantee unless the context requires otherwise, all references to a party include the party's successor and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

Signature of Guarantor:

Signature of Guarantor


