

Gypsum Solutions

1 / 18 Abrams Street
BALCATTWA WA 6021

Phone (08) 9240 6722
Fax (08) 9240 4109
Email gypsumsolutions@redlum.com

REDLUM INDUSTRIES (WA) PTY LTD
TRADING AS
GYPSUM SOLUTIONS
A.B.N. 14 055 524 966

CREDIT APPLICATION

-COMMERCIAL-

PLEASE RETURN COMPLETED APPLICATION FORM TO:

Gypsum Solutions
1 / 18 Abrams Street
BALCATTWA WA 6021

OFFICE USE ONLY

To be completed by Gypsum Solutions representative

Comments _____

Submitted by Gypsum Solutions Rep (PRINT NAME) _____ Location _____

Trade Cat _____ Date ____/____/20____

For use by Gypsum Solutions Credit Department

Recommendation _____

Recommended by _____ Date ____/____/20____ Credit Limit \$ _____

Account No. _____ Sub Ledger _____ Authorised by _____

GUARANTEE YES NO

PRIVACY ACKNOWLEDGEMENT YES NO

ACCOUNT TYPE

- Sole Trader**

 Incorporated Club / Association

 Other (provide details below)
- Company**

 Unincorporated Club / Association

- Partnership** (all partners must sign)

APPLICANT'S DETAILS

Applicant's Name _____

Business Address _____

Postal Address _____

Phone _____

A.B.N. _____

Street _____ Town / Suburb _____ State _____ Postcode _____

Street _____ Town / Suburb _____ State _____ Postcode _____

Fax _____ E-mail Address _____

Date Registered / Formed _____

TRADING DETAILS

Trading Name _____

Trading Address _____

Postal Address _____

Phone _____

Estimated monthly credit required \$ _____

Street _____ Town / Suburb _____ State _____ Postcode _____

Street _____ Town / Suburb _____ State _____ Postcode _____

How long has this business been established _____

BANK DETAILS

Bank _____ Branch / BSB No. _____

Account No. _____ Overdraft limit _____

TRADE REFERENCES

	NAME	ADDRESS	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

PARTNERS / DIRECTORS / OFFICE BEARERS DETAILS

	1	2	3	4
SURNAME				
CHRISTIAN NAMES				
RESIDENTIAL ADDRESS (please include postcode)				
POSTAL ADDRESS (please include postcode)				
PHONE NO.				
DATE OF BIRTH				
DRIVER'S LIC. NO.				

TERMS AND CONDITIONS

1.1 CREDIT FACILITIES

These Terms and Conditions shall apply if Gypsum Solutions provides the Applicant with Credit Facilities in relation to the supply of goods under any supply contract between Gypsum Solutions and the Applicant. Gypsum Solutions is under no obligation to make Credit Facilities available to the Applicant, and may cancel the Credit Facilities or reduce the credit limit at any time in accordance with clause 1.7.

1.2 ACCURACY OF INFORMATION

The Applicant warrants that the information provided by the Applicant in its Credit Application to Gypsum Solutions is accurate and complete. If there is any change in or variation to any of the information provided by the Applicant in its Credit Application to Gypsum Solutions or in the structure, control or ownership of the Applicant's business (such as a conversion to or from a company or trust), the Applicant shall forthwith notify Gypsum Solutions in writing. Unless notification of such change or variation is given, the original Applicant and those persons who signed the credit application shall remain liable to Gypsum Solutions as though the goods supplied by Gypsum Solutions were supplied to the original applicant.

1.3 NOTICE FROM GYPSUM SOLUTIONS

The Applicant is not entitled to use or rely on the Credit facilities the subject of this application until you/it/they receives a written notice to that effect ("Notice")

from Gypsum Solutions stating that this facility has been granted. The Notice will include terms, but not be limited to, relating to the Credit Limit and the length of time that credit is offered to the Applicant.

1.4 TERMS OF NOTICE

The terms set out in this Notice will form part of these Terms and Conditions of the Credit Facility. Use of the Credit Facility by the Applicant will constitute acceptance of these terms as modified by the Notice.

1.5 NO WAIVER PRIOR TO APPROVAL

If Gypsum Solutions, prior to approving credit, grants to the Applicant time to pay for any goods supplied, then such supply shall not amount to a waiver by Gypsum Solutions of the provisions of these Terms and Conditions, nor be construed to be taken either directly or by implication as a granted by Gypsum Solutions of Credit Facilities to the Applicant and no Credit Facilities shall be granted unless so stated in the Notice.

1.6 LIABILITY OF TRUSTEE

If the Applicant enters into this agreement in its capacity as trustee of any trust, the Applicant acknowledges and agrees that it will be personally liable on the account and that, in addition, the assets of the trust shall be available to meet payment of the account.

1.7 CREDIT LIMIT

- (a) The Applicant must not at any time exceed the Credit Limit notified to the Customer in the Notice.
- (b) Gypsum Solutions may, in its absolute discretion, cancel the Credit Facilities entirely or reduce the Applicant's approved Credit limit at any time without prior notice. Gypsum Solutions will endeavour to provide seven (7) days written notice to the Applicant, but the failure of Gypsum Solutions to provide any notice shall not affect the validity of Gypsum Solutions actions in respect of the Credit Facilities.

1.8 DEFAULT EVENTS AND EFFECTS

- (a) A "Default Event" occurs if the Applicant fails to pay any monies owing after the date for payment, the Applicant exceeds the Credit Limit imposed on the Credit Facility or the Applicant otherwise breaches the Terms and Conditions on which credit has been supplied.
- (b) If a Default occurs:
 - (I) Gypsum Solutions may terminate the supply of goods on credit;
 - (II) All monies become due and payable;
 - (III) Gypsum Solutions may exercise any rights that it has under the relevant supply contract: and/or
 - (IV) Gypsum Solutions may terminate this Credit facility.

1.9 SEVERANCE

If any part of these terms and conditions or any related document is or becomes void and unenforceable that part is severed to the extent that it is void or unenforceable only so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

1.10 WAIVER GENERALLY

Gypsum Solutions failure to exercise any right or power does not operate as a waiver and does not preclude any further exercise of the right to power.

1.11 GOVERNING LAW

This application and these Terms and Conditions are governed by the law of Western Australia and the applicable laws of the Commonwealth of Australia. The applicant submits to the nonexclusive jurisdiction of the courts of any state or territory of Australia or the Commonwealth of Australia that Gypsum Solutions elects.

1.12 CERTIFICATE

A signed certificate from Gypsum Solutions stating the amount of monies or any other matter or fact is proof of that matter or fact as at the date stated unless the Applicant proves otherwise.

1.13 COST RECOVERY

All reasonable costs, expenses and disbursements incurred by Gypsum Solutions (including debt collection agency fees and legal costs) arising from or incidental to Gypsum Solutions exercising a right under these Terms and Conditions or from a Default Event, are payable by the Applicant on demand.

1.14 INDEMNITY

The Applicant must indemnify Gypsum Solutions on demand from any loss, damage, cost, expense or liability which Gypsum Solutions incurs because an entity (with or without Gypsum Solutions knowledge) uses credit available to the Applicant under these Terms and Conditions.

1.15 CHANGE IN CONTROL

The Applicant must notify Gypsum Solutions in writing no less than (14) fourteen days prior to any proposed change of either ownership, shareholding, effective control or of directors of the Applicant.

1.16 LIABILITY OF APPLICANT

Where there is more than one Applicant, the liability of the Applicants shall be joint and several.

The Applicant hereby accepts these Terms and Conditions in consideration for Gypsum Solutions providing the Credit Facility to the Applicant.

Signature (s)

Witness Signature (s)

Witness Name (s)

Date _____ / _____ / 20_____

PRIVACY ACT REQUIREMENTS

(All Applicants / Partners / Office Bearers must sign)

SECTION 18K (1) (b) Privacy Act 1988 (Cth)

I/we agree that Gypsum Solutions may obtain from a credit reporting agency, a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as an Applicant for commercial credit applied for, or provided to, me/us on this application.

SECTION 18 (E) © Privacy Act (Cth)

I/we agree that Gypsum Solutions may disclose personal information contained \on the credit application to a credit reporting agency.

The types of information that may be disclosed are covered by the section 18E (1) of the Privacy Act (Cth) and includes:

1. identity details including full name, address, name of current employer, sex, date of birth and any other information reasonably necessary to identify me/us;
2. the fact that I/we have applied for credit and the amount;
3. the fact that Gypsum Solutions is a current credit provider to me/us;
4. payments which have become more than sixty (60) days overdue and for which collection action has commenced;
5. advice that payments are no longer overdue;
6. that cheques drawn against me/us have been dishonored more than once;
7. in specified circumstances, that in Gypsum Solutions opinion I/we have committed serious credit infringement; and
8. that credit provided to me/us by Gypsum Solutions has been paid or otherwise discharged.

SECTION 18L (4) Privacy Act 1988 (Cth)

I/we agree that Gypsum Solutions may obtain information about my/our commercial activities or commercial creditworthiness from a business which provides information about the commercial creditwothinessof the persons to use for the purpose of assessing this application.

SECTION 18N (1) (b) Privacy Act 1988 (Cth)

I/we agree that Gypsum Solutions may exchange personal information with credit providers named in this application for the purpose which include:

1. assessing my/our application and consideration of my/our creditworthiness;
2. notifying other credit providers of a default by me/us;
3. to exchange information with other credit providers as to the status of my/our credit with Gypsum Solutions where I/we are in default with other credit providers; and
4. the administration of my/our account.

I/we accept that the personal exchanged could include information about my/our creditworthiness, credit history or credit capacity.

National Privacy Principles Statement

I/we, the applicant for credit, hereby agree and acknowledge as follows:

1. Gypsum Solutions may use the information disclosed in this application for the purposes of assessing my/our creditworthiness including verification of all information provided, and may disclose this information to certain people as specified in this application.
2. Gypsum Solutions may use any information for the following purposes:
 - a assessing my/our creditworthiness;
 - b providing credit to me/us;
 - c Recovery of outstanding credit;
 - d Recovery of any goods provided by Gypsum Solutions; and
 - e Any other use reasonably incidental to the purpose contained in items 2.a. to 2.d. inclusive.

I/we agree that these consents commence ffrom the date of this application and continue until the credit facility covered by this application ceases.

Signature (s)

Name(s)

Date

GUARANTEE AND INDEMNITY

Terms defined in the relevant supply agreement between _____ and Gypsum Solutions (the "Supply Contract") apply in this guarantee;

In consideration of Gypsum Solutions at my/our request (which request I/we hereby acknowledge) having already supplied or hereafter supplying the Applicant with credit accordance with the terms of the Supply Contract, I/we agree to enter into this Deed of Guarantee and Indemnity which provides as follows:

1. I/We _____ of _____
_____ of _____
_____ of _____
_____ of _____
_____ of _____
_____ of _____

do hereby jointly and severally irrevocably GUARANTEE payment to Gypsum Solutions on demand of any monies owing or which may be owing in the future to Gypsum Solutions by the Applicant on any account whatsoever, together with interest at the rate generally charged by Gypsum Solutions on such accounts.

2. I/We agree to INDEMNIFY Gypsum Solutions against all losses, expenses and costs (including legal costs and disbursements on a solicitor/own client basis):
- a. arising out of any breach by the Applicant of its obligations to Gypsum Solutions (the "Obligations") on any account whatsoever;
 - b. arising from any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Applicant for any reason, and whether or not the Applicant knew or ought to have known of that reason; and
 - c. in conjunction with the enforcement, attempted enforcement or preservation of any rights in this guarantee and indemnity.
3. Gypsum Solutions is not required to make any claim or demand upon the Applicant (or any other Guarantor), or exercise any right, power or remedy against the Applicant (or any other guarantor) before making any demand or claim on me/us.
4. This guarantee and indemnity is a continuing one and binds my/our personal representatives or assignees.
5. This guarantee and indemnity shall not be affected by any act, matter or thing which would, but for this process, affect this guarantee and indemnity including, without limitation, any waiver or concession or indulgence given by Gypsum Solutions to the Applicant or the failure of any person named as a party to this guarantee and indemnity to sign it.
6. This guarantee and indemnity will not be discharged by the variation of the Terms and Conditions between Gypsum Solutions and the Applicant.
7. A notice in writing stating the amount payable by the Applicant to Gypsum Solutions and posted to my/our address will be deemed sufficient proof of the amount to be paid by me/us under this guarantee and indemnity.
8. I/We agree not to prove in the insolvency of the Applicant for any amount owing by the Applicant other than on the basis that it irrevocably directs the payment of the proceeds of any proof to Gypsum Solutions to the full extent of the amount then required to satisfy all the Obligations of the Applicant to Gypsum Solutions that are now in existence, or may hereafter come into existence, pursuant to the Supply Contract.
9. Any settlement between me/us as guarantor (s) and Gypsum Solutions will be conditional on any security or payment given or made to Gypsum Solutions by the Applicant, a guarantor or other person in relation to the Applicant's Obligations not being avoid, repaid or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force.
10. If any avoidance, repayment or reduction occurs as set out in clause 9, or if Gypsum Solutions concedes or compromises any claim for any avoidance, repayment or reduction, Gypsum Solutions will be entitled to recover the value or amount of security or payment avoided, repaid or reduced from me/us subsequently as if settlement, discharge or release had not occurred.
11. By signing the guarantee and indemnity I/we acknowledge that Gypsum Solutions has suggested that I/we obtain independent legal and financial advice with respect to our obligations under this guarantee and indemnity before signing this guarantee and indemnity. I/We acknowledge prior to execution of this guarantee and indemnity, I/we have obtained all the advice I/we require.

DATED This _____ day of _____ 20_____.

EXECUTED AS A DEED

GUARANTOR/S
SIGNATURE/S

WITNESS
SIGNATURE

WITNESS
ADDRESS

WITNESS
OCCUPATION

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GUARANTOR'S AGREEMENT

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I/We agree that Gypsum Solutions may obtain from a credit reporting agency, a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us a an Applicant for commercial credit applied for, or provide to, the Applicant on this application.

National privacy principles Statement

I/We hereby agree and acknowledge as follows:

1. That Gypsum Solutions may use the information disclosed in this application for the purposes of assessing my/our creditworthiness including verification of all information provided, and may disclose this information to certain people as specified in this application.
2. That Gypsum Solutions may use any information for the following purposes:
 - a. assessing my/our creditworthiness;
 - b. providing credit to me/us;
 - c. recovery of any outstanding credit;
 - d. recovery of any goods provided by Gypsum Solutions; and
 - e. any other reasonably incidental to the purposes containing in the items 2.a. to 2.d. inclusive.

I/We agree that this agreement commences from the date of this guarantee and continue until the Credit Facility covered by the Applicant's application ceases.

Signature (s)

Signature (s)

DATED This _____ day of _____ 20_____.

COMMERCIAL CUSTOMER'S COPY

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