

CREDIT APPLICATION FORM

Surf City Cranes Pty Ltd ACN 118 714 837
Craneshift Pty Ltd ACN 169 136 761

For this application to be processed ensure you have completed and signed both the Credit Application Form and the Personal Guarantee and Indemnity Agreement.

Section 1 – Applicants details			
Name (Company Name/Partnership/Sole Trader)		ACN	
Trust Name (if a Trust)			
Trading as (Registered Business Name)		ABN	
Street address (not a PO Box)			
		State	Postcode
Postal address (if different)			
		State	Postcode
Telephone Number		Fax Number for invoices	
Mobile Number		Email Address for invoices	
Section 2 – Credit limit required (Enter the estimated amount required equivalent to two (2) months purchases)			
Section 3 – Trade References (Enter details of trade references for purposes of assessing credit application)			
Business name	Contact name	Telephone	Email
Business name	Contact name	Telephone	Email
Business name	Contact name	Telephone	Email
Section 5 – Credit Account Terms and Conditions			

1. Definitions and interpretation

In this document **Conditions** means these Credit Account Terms and Conditions; **Consequential Loss** means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise; **Customer** means the party making this application for credit; **Equipment** means all plant and equipment provided to the Customer in respect of the Services; **Insolvency Event** means the appointment of a liquidator, provisional liquidator, administrator, receiver or trustee in bankruptcy to the Customer or any of the Customer's property, the Customer failing to comply with a statutory demand or bankruptcy notice, being unable to pay the Customer's debts, entering into a compromise or arrangement with creditors, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, or any analogous event; **Loss** means any expense, cost or damage of any kind and includes Consequential Loss and any fine or penalty imposed by a statutory or other authority; **Real Property** means all real property interests held by the Customer now or in the future; **Services** means any equipment hire serves and ancillary services provided by the Supplier to the Customer; **Supplier** means, in connection with the supply of any Services, Surf City Cranes Pty Ltd and Craneshift Pty Ltd making the supply to Customer; singular words include the plural and vice versa, and a mention of anything after include, includes or including, does not limit what else might be included.

2. Application of these Conditions

- (a) These Conditions apply to any Services provided by the Supplier to the Customer and are legally binding on the parties.
- (b) To the extent of any inconsistency, any terms and conditions of the Supplier which apply to a specific Service prevail over these Conditions.

3. Customer obligations

- (a) These Conditions apply if the Supplier accepts any order for Services from the Customer, whether for cash or on credit. The Customer has no entitlement to credit unless, in the Supplier's sole discretion, the Supplier extends credit to the Customer. If the Supplier gives the Customer credit, the Supplier still reserves the right at any time and for any reason in the Supplier's sole discretion to refuse to supply any further Services to the Customer and to refuse to supply any Services to the Customer on credit terms. If the Supplier does decline to give the Customer further credit, then that decision does not affect the credit terms which apply to any amounts the Customer then owes to the Supplier.
- (b) If the Customer fails to comply with any of the terms of these Conditions, suffers an Insolvency Event or makes any misrepresentation to the Supplier (including any misrepresentation in this Credit Application Form), the balance of the Customer's account to the Supplier will become due and payable immediately.
- (c) The Customer agrees that it must:
- pay, without any deduction or setoff, the price charged by the Supplier for Services supplied to the Customer on delivery or performance, or, if credit terms are offered, within 30 days after the issue of an invoice for the Services by the Supplier, or such other time period stated on the invoice;
 - pay any stamp duty assessed on this document or fee to register or maintain any security interest held by the Supplier in respect of Services supplied to the Customer;
 - advise the Supplier in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay the price for all Services supplied.

4. Overdue accounts and security

- (a) Any amount not paid by the Customer to the Supplier by the due date will incur interest at a rate of 5% above the Reserve Bank of Australia Cash Rate calculated daily and compounded monthly. The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by the Supplier to any commercial or

- mercantile agent and dishonour fees) incurred by the Supplier in connection with the recovery of overdue amounts and enforcing the charge in clause 4(c).
- (b) As security for any amounts due to the Supplier from time to time, the Customer: -
- i. Grants to the Supplier a security interest in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA);
 - ii. Charges all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future, including without limitation its capital and any interest in real property (both legal and beneficial), in freehold and leasehold land (other than any personal property to which the PPSA applies). The Customer acknowledges that the Supplier, by virtue of this Hire Agreement, has a caveatable interest in any real property of the Customer which is or becomes subject to this charge and/or mortgage and may lodge a caveat over such property; and
 - iii. Agrees to mortgage all of its present and future interests in any real property to the Supplier.
- (c) Without limiting the charges in clause 4(b), the Customer, agrees, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier, to perfect the charges given in clause 4(b) including registering a mortgage security over any Real Property. The Customer appoints the Supplier to be the Customer's lawful attorney for the purposes of executing and registering such documents and taking all such steps in that regard. The Customer indemnifies the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.
- (d) The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
- (e) A statement in writing signed by an authorised officer of the Supplier setting out the moneys due or owing to the Supplier at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.

6. GST

If the Supplier has any liability to pay Goods and Services Tax (GST) on the supply of Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

7. Privacy disclosure and consent

The Customer authorises the Supplier to:

- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer;
- (b) use, disclose or exchange with other credit providers information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
- (c) disclose the contents of any credit report on the Customer to the Supplier and any of their solicitors and mercantile agents.

If the Customer does not provide the information requested in this document, the Supplier may be unable to process the application.

The Supplier complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

8. Governing law

These Conditions are governed by and is to be interpreted according to the laws in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts operating in that state.

Section 6 – Acknowledgement

The Customer agrees to be bound by the Credit Account Terms and Conditions stated in Section 5 of this Agreement.

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	/ /

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

Surf City Cranes Pty Ltd ACN 118 714 837

Craneshift Pty Ltd ACN 169 136 761

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

I/We, the **Guarantor(s)**,
*Insert Guarantor(s) name as applicable

have requested the supplier to supply
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust)
Insert Trust Name

Trading as (if applicable)
Insert Registered Business Name

(the "**Customer**") of
Insert Street Address (not a PO Box) State Postcode

With Services on Credit

*Guarantor(s) names should agree with those on Certificate of Guarantee – Executed as Deed on page 2 of 2.

Should the Supplier elect to supply Services:

- I/We guarantee payment to the Supplier of the whole price charged by the Supplier for Services supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier.
- I/We indemnify the Supplier against all costs, losses and expenses including legal costs, commissions paid by the Supplier to any commercial or mercantile agent and dishonour fees) which the Supplier incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
- My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
 - if the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);
 - by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors;
 - any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
- I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Supplier.
- This Guarantee may only be released or revoked by written notice from the Supplier to the Contractor, and this Guarantee will continue in force in respect of all debt incurred up to the date of the release or revocation.
- As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all assets, including Real Property, in favour of the Supplier.
 - Without limiting the generality of the charge in clause 7(a), I/we agree on request by the Supplier to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints the Supplier to be the Guarantor(s)'s lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier as the case may be in connection with the preparation and registration of such mortgage documents.
 - I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
 - I/We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
 - If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Supplier against any costs or Loss it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 6.
 - If the charge created by clause 7(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
 - If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
 - I/We agree to pay all costs and expenses (including legal costs, commissions paid by the Supplier to any commercial or mercantile agent and dishonour fees) incurred by the Supplier in connection with the recovery of amounts owed pursuant to this Guarantee and enforcing the charge in clause 7(a).
- Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person the Supplier may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Supplier may choose in its absolute discretion, and the Supplier is not to be obliged to make any claim against all the persons comprising the Guarantor.
- Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier under this Guarantee including without limitation proving or claiming in competition with the Supplier so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Supplier would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
- The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (CONTINUED)

Certificate of Guarantee – Executed as a Deed

Acknowledgment

By signing below as Guarantor(s), I/We certify that I/We understand the terms of this Guarantee. In particular, I/We understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).

Guarantor

Name	
Address	
Signature	

Witness

Name	
Address	
Signature	
Date	/ /

Guarantor

Name	
Address	
Signature	

Witness

Name	
Address	
Signature	
Date	/ /

Guarantor

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