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APPLICATION FOR CREDIT

APPLICATION TO BE COMPLETED IN FULL

TO BE COMPLETED BY A REGISTERED COMPANY

NAME OF COMPANY:
 A.C.N. NUMBER: ABN:
 BUSINESS ADDRESS: AUTHORISED BUYER:
 BUSINESS TELEPHONE:
 DIRECTORS NAME (IN FULL):
 PRIVATE ADDRESS:
 DIRECTORS NAME (IN FULL):
 PRIVATE ADDRESS:
 NATURE OF BUSINESS: MONTHLY REQUIREMENTS:
 BUSINESS ESTABLISHED (DATE):

The company acknowledges and agrees that all invoices shall be payable by the end of the month following the purchase of the goods and materials and further agrees, if required, to pay interest calculated at 1.5 % per month on overdue accounts.

I/WE FULLY AUTHORISE ANY CREDIT CHECK AS MAY BE REQUIRED.

SIGNED: DIRECTOR:
 DATE:

GUARANTEE ON REVERSE TO BE SIGNED BY ALL DIRECTORS.

TO BE COMPLETED BY A PARTNERSHIP / SOLE TRADER

TRADING NAME: ABN:
 TRADING ADDRESS:
 TELEPHONE:
 TRADER/S NAME/S (IN FULL):
 TRADER/S ADDRESS/S:
 TELEPHONE/S:
 NATURE OF BUSINESS: MONTHLY REQUIREMENTS: \$
 IF WORKING EXCLUSIVELY FOR BUILDER OR CONTRACTOR PLEASE NAME:

BUSINESS ESTABLISHED (DATE):
 PREMISES: OWNED (Approx. Value \$) LEASED: RENTED:
 IF BUILDER
 MEMBERSHIP No: H.B.A. M.B.A.

I/We acknowledge and agree that all invoices shall be payable at the end of the month following the purchase of the goods and materials and further agree, if required, to pay interest calculated at 1.5% per month on overdue accounts.

I/WE FULLY AUTHORISE ANY CREDIT CHECK AS MAY BE REQUIRED.

SIGNED: DATE:

I/We offer the following trade references:

1. Phone
2. Phone
3. Phone
4. Phone

GUARANTEE

Parties

Shannon Tower Pty Ltd ABN 69 056 378 575 trading as Brick N Pave of 62-64 Vesper Drive, Narre Warren, Victoria

('Company')

('Customer')

('Guarantor')

Background

1. The Company has agreed to supply to goods and/or services to the Customer on credit on the terms set out in the attached Application for Credit (which includes the attached Conditions of Sale) or such other terms as may subsequently be agreed upon by the Company and the Customer.
2. The Guarantor has requested the Company to supply the goods and/or services to the Customer on credit and has agreed to guarantee the Customer's obligations in accordance with this Guarantee.

Agreed terms

3. The Guarantor gives this Guarantee in consideration of the Company entering into the Application for Credit and supplying goods and/or services on credit to the Customer.
4. The Guarantor irrevocably and unconditionally guarantees to the Company that the Customer will pay on time all money that the Customer is or may at the time be liable (actually, prospectively or contingently) to pay to the Company under or in connection with the supply of goods and/or services by the Company to the Customer (including in connection with non-compliance with the Customer's obligations) and includes money that the Customer would be liable to pay but for its insolvency ('Guaranteed Money').
5. If the Customer does not pay the Guaranteed Money on time, the Guarantor must pay that money to the Company on demand whether or not the Company has demanded that the Customer pay. In order to give full effect to the provisions of this Guarantee the Guarantor acknowledge that the Company shall be at liberty to act as though the Guarantor were the Customer.
6. This Guarantee is independent of and in addition to any other guarantee or security the Company holds and is continuing and is not discharged by any one payment and may not be terminated by the Guarantor. It continues until the Company unconditionally release the Guarantor in writing or until the Guarantor has complied with all of its obligations under this Guarantee.
7. The Guarantor's liabilities under this Guarantee are not affected by anything which might otherwise affect them including but not limited to:
 - (a) the Company giving time or any other concession to the Customer, the Guarantor or any other person;
 - (b) the Company abandoning or transferring any right, compromising with or releasing the Customer or any person named as Guarantor;
 - (c) the Company's acquiescence, delay or mistake;
 - (d) the variation, assignment or termination of the Application for Credit;
 - (e) a liquidator or a trustee in bankruptcy disclaiming the Application for Credit;
 - (f) the Customer, if a corporation, being wound up or dissolved;
 - (g) the Customer, if an individual, being declared bankrupt or dying;
 - (h) the Company obtaining judgement against the Customer or any person named as Guarantor for money secured under this Guarantee;
 - (i) the obligations of a person named as Guarantor being partly or wholly unenforceable for any reason;
 - (j) any person named as Guarantor not executing this Guarantee or not executing it correctly; and
 - (k) the Guarantor being wholly or partly released from its obligations for any other reason.
8. To the extent permitted by law, the Guarantor waives:
 - (a) any right to require the Company to proceed against or enforce any right against the Customer or any other person before claiming against the Guarantor under this Guarantee;
 - (b) any claim, right of set off or counterclaim or any defence which might reduce or discharge the Guarantor's liability under this Guarantee; and
 - (c) any right at law or in equity it has that are inconsistent with its obligations under this Guarantee.
9. Until the Company has received all the Guaranteed Money or is satisfied that it will not have to repay any of it, the Guarantor must not:
 - (a) claim for any reason to have a right to the benefit of any guarantee or other security the Company holds in connection with the Application for Credit;
 - (b) make a claim or enforce a right against the Customer or its property; or
 - (c) prove or claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Customer.
10. If any payment or other transaction in connection with the Application for Credit or this Guarantee is void, voidable, unenforceable or defective or is claimed to be so and that claim is upheld or settled then:
 - (a) the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
 - (b) immediately the Company requests it, the Guarantor must do everything necessary to put the Company back into the position it would have been if the payment or other transaction had not been made.
11. A written statement from the Company stating that an amount is owing is taken to be correct unless the contrary is proved.
12. If any provision in this Deed is voidable or unenforceable that provision will be severed and the rest of the Deed will remain in full force and effect.
13. In this Guarantee, a reference to:
 - (a) this Guarantee or another document includes a reference to it as novated, altered or replaced;
 - (b) a group of persons is all of them or any two or more of them jointly and each of them severally;
 - (c) a person includes the person's executors, administrators, successors and permitted assigns;
 - (d) the Guarantor is to all persons named as Guarantor jointly and each of them severally;
 - (e) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.
14. In this Guarantee, a promise, representation or warranty made by two or more persons binds all of them jointly and each of them severally.
15. This Guarantee shall be governed and construed in accordance with the laws of the State of Territory in which the Guarantee was executed.

DATE the _____ day of _____

GUARANTORS

Signature: _____ Witness: _____

Name: _____ Address: _____

Address: _____

Signature: _____ Witness: _____

Name: _____ Address: _____

Address: _____

1. Agreement that Shannon Tower Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Shannon Tower considers it relevant to assessing my/our application for commercial credit, I/we agree to Shannon Tower Pty Ltd obtaining from a credit report containing personal credit information about me/us in relation to commercial credit provided by Shannon Tower Pty Ltd.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Shannon Tower Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Shannon Tower Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Shannon Tower Pty Ltd.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on a commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Shannon Tower Pty Ltd may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

Name (please print) _____

Signature _____ Date _____

BRICK N PAVE CONDITIONS OF SALE

SHANNON TOWER PTY LTD ABN 69 056 378 575 TRADING AS BRICK N PAVE OF 62-64 VESPER DRIVE, NARRE WARREN, VICTORIA

(Customer)

The Company has agreed to supply goods and/or services ('Goods and/or Services') to the Customer on the following terms and conditions ('Conditions of Sale'):

1 APPLICATION OF THESE CONDITIONS OF SALE

1.1 All contracts entered into between the Customer and the Company are subject to these Conditions of Sale. No amendment or variation of these Conditions of Sale is valid or binding unless it is in writing and is signed by the Customer and the Company.

1.2 These Conditions of Sale apply to the exclusion of any terms and conditions or documentation of the Customer.

2 ACCEPTANCE OF ORDERS

2.1 The Company may accept or reject any order placed by the Customer in its absolute discretion. An order will only be accepted by the Company when a written notice of acceptance is provided to the Customer by the Company.

2.2 Each order by the Customer, which is accepted by the Company, constitutes a separate contract.

3 DELIVERY OF GOODS

3.1 The Customer must:

- (a) nominate a delivery point for the delivery of the Goods ('Delivery Point'); and
- (b) provide the Company with appropriate and sufficient access to the Delivery Point for the purposes of the delivering the Goods.

If the Customer fails to nominate a Delivery Point, then the Customer shall be responsible for the collecting the Goods from the Company's premises.

3.2 Subject to clause 3.3, where the Company nominates a Delivery Point, the Company shall deliver the Goods and/or Services to the Delivery Point within a reasonable time of the Customer ordering the Goods and/or Services.

3.3 Where the Customer notifies the Company of delivery or collection times for the Goods at the time the Customer places an order, the Company will use reasonable endeavours to meet the delivery or collection times notified. The Company shall not be liable for any loss or damages suffered by the Customer as a result of the failure to supply or deliver the Goods by the delivery or collection times.

3.4 Where:

- (a) the Company can not access or has difficulties accessing the Delivery Point; or
 - (b) can not locate the Delivery Point because it has not been adequately identified by the Customer,
- the Company may invoice the Customer for additional delivery charges at a rate of \$77 per hour (pro rata for each part of an hour) from the time that delivery should have been completed or for the costs and expenses incurred by the Company as a result of the delay in delivery, whichever is the greater.

3.5 Unless otherwise agreed in writing, the Company does not supply pallets with the Goods for storage at the Delivery Point or any other site used by the Customer. If the Customer requires Goods to be left on pallets, the Customer must arrange for the exchange of the same number of empty pallets on delivery of the Goods. Any pallets delivered with the Goods and not returned by the Customer to the Company within 28 days of delivery in good order and condition shall be deemed to have been purchased by the Customer at the replacement value of the pallet at that time.

3.6 The Company shall not be liable for any claim, loss or expense attributable to its failure to deliver the Goods and/or Services as a result of war, terrorism, lockouts, strikes, accidents, weather conditions, fire, flood or any cause outside the Company's reasonable control.

3.7 The quantity, description and place and date of delivery of the Goods as indicated on the Company's invoice or delivery docket is conclusive evidence of the quantity, description and place and date of delivery of the Goods.

4 PURCHASE PRICE

4.1 Subject to clause 4.2, and unless otherwise agreed in writing, the price for Goods and/or Services will be the Company's listed price at the time of delivery of the Goods and/or Services ('Purchase Price'). The price shown in any quotation given to the Customer prior to delivery shall be a guide only.

4.2 Where the Customer pays for the Goods and/or Services at the time of ordering, the Purchase Price of the Goods and/or Services shall be the Company's listed price at the time of ordering. If the Goods and/or Services are not delivered within 12 months of the date of ordering, then the Company may, at its option:

- a: refund the amount already paid for the Goods and/or Services and cancel the order;
- b: charge an additional amount to the Customer so that the total amount payable by Customer for the Goods and/or Services is the amount that would be paid at the Company's listed price at the time of delivery; or
- c: supply the Goods and/or Services for the amount already paid by the Customer.

In addition to the Purchase Price, the Company may also invoice the Customer for the following:

- a: delivery charges incurred by the Company in supplying the Goods and/or Services;
- b: storage charges of 2.5% per month (pro rata for each part of a month) of the price of the Goods to be supplied where the Customer does not accept delivery within 2 months of the date of ordering the Goods; and
- c: insurance costs for the Goods during transit.

4.4 The charges for:

- a: the delivery of less than 1,000 items of Goods will be the charges that would be payable for the delivery of 1,000 items; and
- b: the delivery of Goods to two or more delivery points will be the charges that would be payable if all of the Goods were delivered to the most distant delivery point.

5 PAYMENT

5.1 Subject to clause 5.2, the Purchase Price and any additional charges must be paid in cash at the time the Customer places its order.

5.2 Where the Company agrees in writing to supply the Goods and/or Services on credit, the Purchase Price and any additional charges must be paid within 15 business days of the date of delivery of the Goods and/or Services.

5.3 The Company may, in its absolute discretion:

- a: allocate any amounts paid by the Customer to any debts owing by the Customer in such order as it sees fit; and
- b: deduct from any amount due to the Customer any amount that the Company reasonably believes is owing or may become due to the Company by the Customer.

6 RISK AND TITLE

6.1 Risk in the Goods will pass from the Company to the Customer upon:

- a: in the case of delivery to a Delivery Point by the Company on delivery at or in the near vicinity of the Delivery Point; or
- b: in the case of collection by the Customer or its carrier from the Company's premises on collection by the Customer or its carrier at the Company's premises.

6.2 Title to the Goods passes to the Customer on the later of:

- a: delivery of the Goods; and
 - b: payment for the Goods and/or Services in full.
- Until payment for the Goods and/or Services in full, the Customer holds any Goods that have been delivered or collected as the fiduciary agent and/or bailee of the Company and the Customer will receive all proceeds from any dealing with the Goods on trust for the Company and will keep such proceeds in a separate account until its liability to the Company is discharged.

6.3 Where any amount payable by the Customer to the Company remains due and unpaid, the Company may, by its agents or employees, enter upon any premises to which the Customer has a right of access and without any prejudice to any of its other rights take possession of and sell all or any of the Goods.

6.4 Until payment is made in full, the Customer must store the Goods in such a way that they are clearly identified as the Company's property.

7 WARRANTIES AND DEFECTS

7.1 The Company warrants that the Goods sold under the description 'first quality' shall be free from defects in material or workmanship for a period of 90 days. The Customer acknowledges that all other Goods may be imperfect or damaged and no warranty is given by the Company as to their quality, condition or colour.

7.2 The Customer shall inspect all Goods immediately on delivery or collection and prior to laying or use of the Goods. The Customer must notify the Company of any claim that the Goods sold under the description 'first quality' do not comply with these Conditions of Sale within 3 business days of delivery or collection.

7.3 The Customer shall inspect all Services immediately on completion of the Services and prior to use of the product of the Services. The Customer must notify the Company of any claim that the Services do not comply with these Conditions of Sale within 3 business days of completion.

7.4 The Company's liability (whether for breach of contract or breach of warranty or in tort (including negligence), product liability, equity or strict liability) in connection with these Conditions of Sale (other than for breach of a condition implied by section 69 of the *Trade Practices Act 1974 (Cth)* or section 86 of the *Goods Act 1958 (Vic)*):

- a: in the case of Goods, is limited to, at the Company's option, the replacement of the Goods, the supply of equivalent Goods or the refund of the Purchase Price for the Goods; and
- b: in the case of Services, is limited to, at the Company's option, the resupply of the Services or the refund of the Purchase Price for the Services.

7.5 Without limiting clause 7.4, the Company will not be liable to the Customer or to any party beneficially entitled under these Conditions of Sale for any consequential, indirect, exemplary or punitive damage (including, but not limited to, loss of actual or anticipated profits or revenues, loss by reason of shut down or non operation, increased cost of borrowing, capital or financing or loss of use of productivity) whether caused by or in relation to breach of contract, warranty, tort, product liability, equity or strict liability.

7.6 The Company shall not be liable in connection with any Goods supplied to the Customer unless the Goods are returned to the Company in the same condition as they were supplied to the Customer. Unless the Customer establishes that the Goods do not comply with these Conditions of Sale, the Customer shall be responsible for the payment of all freight and handling costs relating to the return of any Goods supplied to the Customer.

7.7 No interest is payable on any money refunded to the Customer by the Company whether as a result of cancellation of an order or otherwise.

7.8 Subject to the *Trade Practices Act 1974 (Cth)* and the *Goods Act 1958 (Vic)*:

a: to the extent permissible by law, any conditions, warranties or other terms implied into these Conditions of Sale by legislation, statutory instrument or operation of law are expressly excluded;

b: the Company makes no warranty or representation in relation to the fitness for purpose or suitability of the Goods and/or Services for use by the Customer;

c: the Company makes no warranty or representation that Goods will be similar to, correspond or match the glaze or colour of any sample given to the Customer or any Goods previously sold to the Customer;

d: the Company makes no warranty or representation in relation to the date or time of delivery or collection of the Goods or the supply of the Services and the Company shall not be liable for any loss or damage suffered as a result of any delay in the of delivery or collection of the Goods or the supply of the Services for any reason whatsoever;

e: the Company shall not be liable in connection with any claim in connection with the Goods and/or the Services, unless the Customer notifies the Company of the claim within 3 business days of, in the case of the claims in connection with the Goods, delivery or collection of the Goods or, in the case of claims in connection with the Services, the completion of the Services;

f: the Company shall not be liable in connection with the use by the Customer of any bricks (other than refractory fire bricks) in fire boxes or fire places; and

g: the Customer indemnifies and will keep indemnified the Company from all loss, damage, costs and expenses arising from any claims or demands made against the Company by any third party in respect of any loss or damage whatsoever (including loss or damage caused by negligence) arising out of or in connection with the Goods and/or Services.

8 CANCELLATION OF ORDERS

8.1 If the Customer notifies the Company that it wishes to cancel an order (or any part of an order) and the Company accepts the cancellation, the Customer must pay the Company a cancellation fee of 10% of the Purchase Price of the order or part of an order that has been cancelled.

9 GST

9.1 The Purchase Price is exclusive of GST.

9.2 If any Supply made under or in connection with these Conditions of Sale is a Taxable Supply then the recipient of that Supply shall pay the GST in respect of that Supply to the supplier, where the GST is calculated in accordance with the GST Act and on the basis that the consideration otherwise payable is the Value of the Taxable Supply.

9.3 If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense.

9.4 Capitalised terms in this clause 9 that are not otherwise defined in these Conditions of Sale have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.

10 GENERAL

10.1 The Company shall not be bound by any conditions or representations not specified in these Conditions of Sale and the Customer acknowledges that is has not relied upon any representations, information or warranties given by the Company, its employees or agents prior to entry into these Conditions of Sale.

10.2 The failure of a party at any time to require full or partial performance of any provision of this Agreement does not affect in any way the full right of that party to require that performance subsequently.

10.3 Any waiver of a breach of this Agreement must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

10.4 The Customer may not assign its rights under these Conditions of Sale without the Company's prior written consent.

10.5 Any notice must be given or served upon a party pursuant in writing by facsimile, prepaid post or hand to that party at its address or facsimile number notified in writing to the other party.

10.6 This Agreement is governed by the laws in force in Queensland. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.