

# Application for Commercial Credit

**Registered Office: Hart Street, Upper Coomera, QLD 4209**

**Nucon Pty Ltd**  
**ABN 32 076 781 014**  
**PO Box 179**  
**Oxenford QLD 4210**  
**Phone: (07) 5573 8000**  
**Fax: (07) 5573 2908**

**Nucrush Pty Ltd**  
**ABN 23 010 119 981**  
**PO Box 179**  
**Oxenford QLD 4210**  
**Phone: (07) 5573 8000**  
**Fax: (07) 5573 2908**

**Nuash Pty Ltd**  
**ABN 54 117 466 645**  
**PO Box 179**  
**Oxenford QLD 4210**  
**Phone: (07) 5573 8000**  
**Fax: (07) 5573 2908**

*(Hereinafter known as "Nucon, Nucrush and Nuash")*

Company Rep.: ..... Branch: .....

Applicants Name: .....

## PRIVACY ACT CONSENTS & APPROVALS – All Directors to Sign

1. **NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY.**  
 Under Section 18E (8) (c) of the Privacy Act (the "Act"), Nucon, Nucrush and Nuash is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to such an agency is covered by Section 18E (1) of the Act.
2. **YOUR RIGHTS OF ACCESS TO ANY CREDIT REPORT ABOUT YOU HELD BY NUCON, NUCRUSH AND NUASH AND TO YOUR CREDIT INFORMATION FILE.**  
 The Applicant has a right of access to personal information in a domestic credit report held by Nucon, Nucrush and Nuash (and by any (domestic) credit reporting agency which provided Nucon, Nucrush and Nuash with information).
3. **AGREEMENT TO NUCON, NUCRUSH AND NUASH SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT MY/OUR CREDIT WORTHINESS (SECTION 18N (1) (b) PRIVACY ACT 1988).** I/We agree that Nucon, Nucrush and Nuash may give to and seek from any credit providers including (but not limited to) any credit provider:
  - (a) named in this application for commercial credit;
  - (b) that may be named in a credit report me/us issued by a credit reporting agency;
  - (c) to which I/we have applied for credit or commercial credit; or
  - (d) to which I/we have guaranteed or have offered to guarantee repayment of credit or commercial credit; any information about my/our domestic and/or commercial credit arrangements with those credit providers.
 I/We understand and agree that this exchange of information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act including information about my/our commercial credit worthiness, standing, history or capacity.
  - (a) To access a credit application by me/us and my/our credit worthiness (including a commercial credit application and commercial credit worthiness) or to assess me/us as guarantor(s) of a credit and/or commercial credit application made by another person;
  - (b) To notify other credit providers of a default by me/us;
  - (c) To collect any overdue payments;
  - (d) To allow Nucon, Nucrush and Nuash to exchange information with other credit providers as to the status of my/our commercial credit arrangements with you where I am/we are in default with other credit providers; and
  - (e) Generally to monitor my/our credit or commercial credit arrangements with other credit providers.
4. Agreement that Nucon, Nucrush and Nuash may seek consumer credit information (Section 18K (1) (b), Privacy Act 1988). If Nucon, Nucrush and Nuash consider it relevant to assessing my/our application for commercial credit, I/we agree to Nucon, Nucrush and Nuash obtaining from a credit reporting agency a credit report containing domestic credit information about me/us in relation to commercial credit provided by Nucon, Nucrush and Nuash.

- CREDIT REPORT ABOUT ME/US FOR COLLECTING OVERDUE PAYMENTS OF COMMERCIAL CREDIT (SECTION 18K (1) (H))**  
 If Nucon, Nucrush and Nuash consider it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Nucon, Nucrush and Nuash receiving from a credit reporting agency a credit report containing domestic information about me/us in relation to collecting such overdue payments.
5. **AUTHORISATION IN FAVOUR OF CERTAIN PERSONS TO OBTAIN CREDIT INFORMATION FROM NUCON, NUCRUSH AND NUASH (SECTION 18N (1) (ga) PRIVACY ACT 1988) BY APPLICANT(S)/ GUARANTOR(S).**  
 I/We authorise any person or body carrying on a business or undertaking involving;
    - (a) the provision of information about the commercial credit worthiness of persons;
    - (b) the collection of debts on behalf of others;
    - (c) the provision of legal advice (where legal advice in respect of credit provided to me/us is being sought by Nucon, Nucrush and Nuash), to seek access to any credit report or any other information which has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity, which is or has been in the possession or control of Nucon, Nucrush and Nuash.
  6. **GUARANTOR'S AGREEMENT (SECTION 18K (1) (c) PRIVACY ACT 1988)**  
 I/We agree that Nucon, Nucrush and Nuash may seek from a domestic credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for the credit applied or commercial credit for, or provided to the applicant named above.  
 I/We agree that if Nucon, Nucrush and Nuash approves the applicant's application for credit or commercial credit, this agreement remains in force until the credit account or commercial credit account covered by this application ceases and has been repaid in full.
  7. **AGREEMENT TO NUCON, NUCRUSH AND NUASH SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT MY/OUR CREDIT WORTHINESS-GUARANTOR(S) (SECTION 18N (1) (b) PRIVACY ACT 1988)**  
 I/We agree that Nucon, Nucrush and Nuash may give to and seek from any credit providers information as specified in relation to the applicant named above (under Section 18N (1) (b)).
  8. **AGREEMENT THAT NUCON, NUCRUSH AND NUASH MAY SEEK COMMERCIAL CREDIT INFORMATION (SECTION 18L (4) PRIVACY ACT 1988).**  
 If Nucon, Nucrush and Nuash considers it relevant to assess my/our application for domestic credit, I/we agree to Nucon, Nucrush and Nuash obtaining a report about my/our commercial activities or commercial credit worthiness from a business or undertaking which involves the provision of information on the commercial credit worthiness of persons.
  9. **NATIONAL PRIVACY PRINCIPALS**  
 Nucon, Nucrush and Nuash will observe all National Privacy Principals in the collection, protection, use and disclosure of personal information which it obtains for the purposes of its business operations.

**AGREEMENT THAT NUCON, NUCRUSH AND NUASH MAY USE A**

**ACKNOWLEDGEMENT AND CONSENT**

I/We acknowledge that Nucon, Nucrush and Nuash may provide information about me/us to a credit reporting agency and agree and consent to Nucon, Nucrush and Nuash exercising the rights set out in this credit application in respect of the Privacy Act. I/We also agree to comply with terms and conditions of trading.

SIGNATURE OF APPLICANT 1 .....	SIGNATURE OF APPLICANT 2 .....
WITNESS .....	WITNESS .....
SIGNATURE OF APPLICANT 3 .....	SIGNATURE OF APPLICANT 4 .....
WITNESS .....	WITNESS .....

<b>All questions must be answered</b>					<b>Date:</b> / /	
<b>Company or Trading Name:</b>					<b>ABN:</b>	
<b>Postal Address:</b>					<b>Postcode:</b>	
<b>Street Address:</b>					<b>Postcode:</b>	
<b>Phone:</b>	<b>Business:</b>	<b>Res:</b>	<b>Mobile:</b>	<b>Fax:</b>		

**Is the applicant trading as (please tick)**

<b>Pty Ltd Company*</b> (*Personal Guarantee on page opposite to be completed)	<input type="checkbox"/>	<b>Public Company</b>	<input type="checkbox"/>
<b>Partnership</b>	<input type="checkbox"/>	<b>Sole Trader</b>	<input type="checkbox"/>
<b>Married</b>	<input type="checkbox"/>	<b>Spouse Name:</b>	<input type="checkbox"/>
			<i>(Spouse to sign application form)</i>
			<b>Single</b>

**Applicant to trade with:**

<b>Concrete</b>	<input type="checkbox"/>	<b>Quarry Products</b>	<input type="checkbox"/>
<b>Brief description of business</b>			
<b>Date Business Commenced</b>		<b>Estimated Monthly Purchase \$</b>	
<b>Builders Reg. No.</b>		<b>Drivers Lic No.</b>	

**Trade References (Minimum 3 months trade)**

<b>Name</b>			
<b>Phone</b>			
<b>Fax</b>			

**Personal Information on Sole Trader, Partners or Company Directors**

<b>Surname</b>	<b>Given Names</b>	<b>DOB</b>	<b>Residential Address</b>	<b>Buying</b>	<b>Own</b>	<b>Rent</b>

<b>Assets</b>		<b>Liabilities</b>	
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**TERMS & CONDITIONS (All Directors to Sign)**

I/WE ACKNOWLEDGE THAT I/WE ARE AWARE OF YOUR TERMS AND CONDITIONS OF TRADING AND FURTHER THAT I/WE AGREE TO YOUR TERMS AND CONDITIONS OF TRADING.

**TERMS & CONDITIONS OF TRADING:**  
 "The Seller" in these terms and conditions shall mean Nucon, Nucrush and Nuash.  
 "The Buyer" in these terms and conditions shall mean the person, firm or company to whom this invoice is submitted.  
 "Work Documents" in these terms and conditions shall mean structural drawings, construction drawings, specification and reinforcement schedules or such other documents as are provided by the purchaser together with any subsequent variation, amendment or site instruction.  
 The Seller is a supplier of goods for the building and construction industries and therefore shall not be regarded as a sub-contractor.

- Should there be any change in the status of the business of the applicant(s) whether by partnership, incorporation, formation of Trust or any other extension or variation which shall modify or negate the rights of any of the supplier companies, then it is warranted that within 14 days of such change written notice of same will be delivered to the Seller. Failing such notice it shall be deemed that the responsibility for payment of the accounts remains solely with the applicant(s) notwithstanding any notice of such change that may have been received from another source.
- This agreement shall be deemed to be entered into by the parties hereto in the State of Queensland any action with respect to the terms, conditions and stipulations hereof shall be vested in the jurisdiction of the Courts of the State of Queensland.
- If the account is to be operated by a proprietary limited company, all directors will complete and sign the personal guarantee form over page.
- PROPERTY** - Property in any goods delivered or to be delivered to the Buyers shall not pass to the Buyers who shall keep the goods as bailee for the Sellers until receipt in full by the Sellers of the purchase price and any other moneys payable in respect of:
  - the goods the subject of this contract; and
  - all other goods delivered by the Sellers to the Buyers under any other contract between the Sellers and the Buyers.
 The Buyers shall store the goods so that they are separate and clearly distinguishable from goods of a similar nature in the Buyers possession who shall not obliterate, alter, deface, remove or any obscure identifying numbers, plates, marks or other matter affixed to such goods. The Buyers shall keep separate records of all sales of the Buyers goods.  
 The Buyers shall keep the goods free from and will indemnify the Sellers against any charge, lien or other encumbrance thereon. If the Buyers fail to pay the purchase price or any other moneys payable to the Sellers when it is due, the Sellers may without notice and without prejudice to any of its other rights and remedies recover and/or resell the goods or any of them and may enter upon the Buyers premises by its servants or agents for that purpose.

- RISK** - Any goods to be delivered to the Buyers shall be at the Buyers own risk from the date of delivery of such goods.
- SALE OF GOODS** - Until such time as the goods have been paid for in full the Buyers are at liberty as agent and fiduciary for the Sellers to sell or dispose of the goods for full value in the ordinary course of business. The Buyers shall keep the purchase price or any other money payable by the purchaser or other third party in a separate account as bailee and agent for the Seller and account to the Sellers for such proceeds.
- BUYER'S DEFAULT** - If the Buyers default in making any payments on the due date or in meeting any acceptance either under this or any other contract or obligation to the Sellers, or if the Buyer stops payment or calls a meeting of their creditors or becomes insolvent or subject to the Bankruptcy Laws or being a company goes into liquidation, or has a receiver appointed, the sellers may at their option and without prejudice to any other rights and remedies: (a) suspend or cancel further deliveries; (b) recover by way of liquidated damages from the Buyer all loss of profit and all expenses and costs incurred as a result of such default and may retain on account thereof any monies held whether on account of the purchase or otherwise; (c) resell the goods or any of them with no liability to the Buyer.
- ACKNOWLEDGEMENT** - The Buyer acknowledges and declares that he or she has read these items and conditions and fully understands the same.
- If a trade account has not been established, sales will only be made on cash before delivery basis, cheques are only acceptable on the guarantee that there are sufficient funds in the bank of account on which the cheque is drawn to ensure full payment on presentation.
- TERMS** - Terms of trading accounts are strictly nett cash thirty days after end of month delivery. Should this invoice remain unpaid after the above period, discount will be revoked and interest at the rate of 1.4% monthly will be charged.
- PAYMENT** - Failure to make payment of any monies owing on the due date will constitute a Breach of Contract and the Seller may treat the whole Contract as repudiated and act accordingly. The Seller may, before any further delivery against any order, require payment thereof and of all other accounts then due under this or any other Contract with the Buyer. If the whole or any part of any payment for the products is the consideration for a taxable supply for which the Seller is liable for Goods and Services Tax (GST) under the relevant legislation the customer must pay to the Seller an additional amount equal to the GST amount. The Seller will provide the customer with a GST tax invoice.
- I/We hereby irrevocably make nominate constitute and appoint the Seller and/or the Director, Secretary, Manager or Credit Manager of the Seller as my/our Attorney for the purpose of doing all such acts and things and executing all such documents including but not limited to any form of consent necessary to enable the Seller to register a Caveat over any such freehold or leasehold property as aforesaid which Caveat will by virtue of lodgment of the before mentioned consent become non-lapsing and for such purposes to use my/our name or names PROVIDED THAT the Seller shall not be entitled to exercise its power hereunder for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed by the Seller or for and on behalf of the Seller by a duly authorised Officer shall be deemed sufficient evidence of such default.
- Any additional terms and conditions specific to each company that have not been included in previous clauses are printed on the back of the individual Company's Delivery Docket.

Signature of Applicant 1 .....

Print Name: .....

Signature of Applicant 3 .....

Print Name: .....

Signature of Applicant 2 .....

Print Name: .....

Signature of Applicant 4 .....

Print Name: .....

**Note: Pty Ltd Company is requested to also sign Guarantee form on next page**

**GUARANTOR ACKNOWLEDGEMENT**  
**NOTE: READ THIS CAREFULLY – All Directors/Guarantors to Sign**

I/We acknowledge that:

- a. In signing this Guarantee:
  - (i) I/we have relied on my own enquiries and opinion of the Debtor.
  - (ii) I/we accept the risk that I may not now or in the future know everything about the Debtor or transactions and dealing between the Debtor and Nucon, Nucrush and Nuash..
  - (iii) I/we accept that Nucon, Nucrush and Nuash do not have to tell me everything about the Debtor or those transactions or dealings.
  - (iv) I/we am to ignore anything Nucon, Nucrush and Nuash or anyone associated with Nucon, Nucrush and Nuash have told me as to:
    - My likely liability under this Guarantee
    - future interest rates or economic trends
    - business prospects
    - the Debtor
    - the Debtor's affairs
    - future transactions or dealings between Nucon, Nucrush and Nuash and the Debtor or
    - anything else which may relate to my liability under this Guarantee, and I rely only on my own judgment.
  - (v) I/we would have given this guarantee and indemnity irrespective of anything that has in fact been said to me by Nucon, Nucrush and Nuash or anyone associated with Nucon, Nucrush and Nuash.
- b. I/we have been advised to obtain legal advice about this Guarantee and to seek accounting assistance concerning the affairs of the Debtor. I have had the opportunity to do so.
- c. This is a guarantee and indemnity for unlimited amounts, and it continues indefinitely. It relates to all amounts owing in any way by the Debtor to Nucon, Nucrush and Nuash now and in the future.
- d. It relates to all amounts owing in any way by the Debtor to Nucon, Nucrush and Nuash now and in the future

- e. The present arrangements between the Debtor and Nucon, Nucrush and Nuash can be changed without notice to me. My liability under this Guarantee may increase in such event.
- f. I/we may be liable for certain amounts, even though the Debtor is not, or has ceased to be liable for them.
- g. I/we cannot rely on Nucon, Nucrush and Nuash or enforcing other guarantees or securities which I understand are to be taken or have been taken. I cannot rely on other named guarantors in this guarantee signing it. I am still liable, even if these things don't happen.
- h. I/we cannot rely on Nucon, Nucrush and Nuash strictly enforcing the Obligations of the Debtor.
- i. Nucon, Nucrush and Nuash have to be fully paid out before I can exercise any rights to be reimbursed from securities or to prove in bankruptcies etc, to recover amounts paid under this Guarantee.
- j. I/we CAN CHANGE any of the above paragraphs (particularly (a) and (b)) if it is not correct, or if I don't think it is.

I/WE HAVE CAREFULLY READ THE ABOVE, I UNDERSTAND ALL OF IT.

Signature .....

Signature.....

Signature.....

Signature .....

Date: \_\_\_ / \_\_\_ / \_\_\_

*NOTE: The Guarantee itself needs to be signed and completed below as well*

**GUARANTEE – All Directors to Sign**

**TO: NUCON, NUCRUSH AND NUASH**

IN CONSIDERATION OF you having at our request agreed to supply and/or continue to supply to:

.....  
 Name of Company

With goods and/or services from time to time we .....

.....

.....

.....

Full Name of Directors and/or Guarantors

- 1. To guarantee to you the payment by the debtor for all goods and/or services as you may have hitherto supplied or as you may hereafter supply from time to time at his request and notwithstanding that we shall not have notice of any neglect or omission on the debtors part to pay for such goods and/or services according to the terms agreed on between you and him.
- 2. This guarantee shall be a continuing guarantee to you for the whole of the debtors' indebtedness or liability to you in respect of goods and/or services supplied by you to the debtor as aforesaid or upon any other account howsoever or whenever arising.
- 3. You shall be at liberty without discharging us from liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and to accept payment from the debtor in cash or by means of negotiable instruments and to treat the debtor in all respects as though we were jointly liable with him as debtors to you instead of being merely sureties for the debtor and in-order to give full affect to the provisions of this guarantee we HEREBY WAIVE and each of us HEREBY WAIVE all rights inconsistent with such provisos and which we might other wise as sureties be entitled to claim and enforce.

- 4. You may at any time or times at your discretion and without giving any notice whatsoever to us refuse further credit or supplies of goods and/or services to the debtor and grant to the debtor or to any drawers acceptors or endorsers of Bills of Exchange promissory notes of other securities received by you from the debtor or on which the debtor may be liable to you at any time or other indulgence and compound with the debtor or them respectively without discharging or impairing our liability under this guarantee.
- 5. This guarantee shall be enforceable against us jointly and each of us severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against us or either of us by this guarantee be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall, in fact, be a valid and effectual instrument of guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- 6. This guarantee shall be revocable at any time as to further transactions by one months notice in writing given to you by us or in the case of death by our respective personal representatives.
- 7. In order to better secure Nucon, Nucrush and Nuash all monies payable or to become payable pursuant to this instrument:
  - a. All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall by force of the execution of this instrument stand charged by me/us as beneficial owner or owners in favour of Nucon, Nucrush and Nuash with the payment of all such monies payable or to become payable by me/us hereunder and I/we do so hereby charge such freehold or leasehold property.
  - b. I/We hereby irrevocably make nominate constitute and appoint Nucon, Nucrush and Nuash and/or the Director, Secretary, Manager or Credit Manager of Nucon, Nucrush and Nuash as my/our Attorney for the purpose of doing all such acts and things and executing all such documents including but not limited to any form of consent necessary to enable Nucon, Nucrush and Nuash to register a Caveat over any such freehold or leasehold property as aforesaid which Caveat will by virtue of lodgment of the before mentioned consent become non-lapsing and for such purposes to use my/our name or names PROVIDED THAT Nucon, Nucrush and Nuash shall not be entitled to exercise its power hereunder for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed by Nucon, Nucrush and Nuash or for and on behalf of Nucon, Nucrush and Nuash a duly authorised Officer shall be deemed sufficient evidence of such default.

Dated this ..... day of ..... 20 .....

**Guarantor** Name: .....

**Guarantor** Name: .....

Signature: .....

Signature: .....

**Guarantor** Name: .....

**Company** Name: .....

Signature: .....

**Representative** Signature: .....

**Witness** Name: .....

**Witness** Name: .....

Signature: .....

Signature: .....

.....

Designation: .....

**ALL ITEMS ON THIS APPLICATION FORM HAVE BEEN COMPLETED**



ANY FURTHER RELEVANT INFORMATION