



GCN OPERATIONS PTY LTD TRADING AS GILLESPIES CRANE SERVICES
ACN 159 353 321 ABN 56 159 353 321
84 Lilyfield Road, Rozelle, New South Wales 2039
Ph: (02) 9819 1601 Fax: (02) 9555 1337

CREDIT APPLICATION

BUSINESS DETAILS

FULL TRADING NAME ("Applicant")
 (Is this Trading Name a Registered Business Name? YES NO)

REGISTERED COMPANY NAME

ACN / ARBN ABN

BUSINESS ADDRESS

..... STATE POST CODE

BUSINESS PREMISES Owned Leased Mortgaged Rented

NATURE OF BUSINESS DATE BUSINESS ESTABLISHED

BUSINESS STRUCTURE Sole Trader Private Company Public Company Trust
 Partnership Co-operative Incorporated Association Government Authority

PAID UP CAPITAL OF COMPANY (if applicable) \$ NO. OF EMPLOYEES

BANK BRANCH BSB NO. ACCOUNT NO.

CONTACT DETAILS

POSTAL ADDRESS (if different to above)

..... STATE POST CODE

TELEPHONE FAX EMAIL

CONTACT PERSONS - Accounts Telephone:

- Purchasing Telephone:

CREDIT REQUIRED

ESTIMATED AMOUNT OF MONTHLY CREDIT REQUIRED \$

OWNERS' / DIRECTORS' DETAILS

NAME NAME

PRIVATE ADDRESS PRIVATE ADDRESS

.....

PHONE PHONE

DATE OF BIRTH DATE OF BIRTH

DRIVERS LICENCE NO DRIVERS LICENCE NO

INSOLVENCY

Have any of the directors or proprietors been bankrupt or associated with an insolvent company? YES NO

If Yes, NAME YEAR OF BANKRUPTCY / INSOLVENCY

TRADING REFERENCES (Please provide the names, addresses, email and phone numbers of four (4) current references.)

NAME	ADDRESS	EMAIL	PHONE
1.	(.....)
2.	(.....)
3.	(.....)
4.	(.....)

CORPORATE TRUSTEE

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it is has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity.

NAME OF TRUST DATE OF TRUST DEED

NAME OF TRUSTEE NAME OF SETTLOR

ADDRESS OF TRUSTEE BENEFICIARIES OF TRUST

.....

ACCEPTANCE

The Applicant applies to GCN Operations Pty Ltd (ACN 159 353 321) ("Gillespies") for credit. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by Gillespies from time to time.

Where the Applicant makes this application as a trustee, and details of the trust are not provided as above, the below signatories agree to indemnify Gillespies against any loss of money due to Gillespies by the Applicant, unless and until details of the trust are provided.

I/We warrant that I am/we are authorised to sign this Credit Application on behalf of the Applicant.

SIGNATURE SIGNATURE

NAME (Block letters) NAME (Block letters)

POSITION POSITION

DATE DATE

PERSONAL GUARANTEE AND INDEMNITY

I/We note that the trading Terms and Conditions have been provided to us by Gillespies and that I/we have read and understood them. In consideration of Gillespies supplying goods on credit to the Applicant:

I/We (and if more than one, jointly and severally) agree that if the Applicant at any time fails to pay any money due to Gillespies or fails to perform or observe any term or condition of credit or sale to be performed by the Applicant, I/we will forthwith pay to Gillespies all money due and payable by the Applicant (or any subsequent owner of the business name of the Applicant) to Gillespies. No demand by Gillespies for payment shall be necessary.

I/We further agree to indemnify Gillespies against any loss of money due to Gillespies by the Applicant under or relating to any sale by or credit granted by Gillespies to the Applicant (or any subsequent owner of the business name of the Applicant) including expenses and legal costs associated with the collection of outstanding monies and including any loss suffered by Gillespies as a result of the Applicant's failure to perform or observe any term or condition of credit or sale. I/We now charge my/our interest in any real property registered in my/our name/s in favour of Gillespies to secure this Guarantee and Indemnity and authorise the lodgement of a caveat to support this charge.

I/We (and if more than one, jointly and severally) agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the terms and conditions of credit or sale, the alteration of the composition of the Applicant or the release of the Applicant or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

SIGNATURE SIGNATURE

NAME (Block letters) NAME (Block letters)

WITNESS SIGNATURE WITNESS SIGNATURE

WITNESS NAME (Block letters) WITNESS NAME (Block letters)

DATE DATE

TERMS AND CONDITIONS

1 General

The whole of the Agreement between GCN Operations Pty Ltd ABN 56 159 353 321 ("Gillespies") and the Applicant referred to in the Credit Application ("Customer") are those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the goods, materials and/or parts and/or labour and/or services supplied by Gillespies under these Terms ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others.

2 Credit Terms

- 2.1 Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing by Gillespies. Gillespies may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 if payment is not received by the due date.
- 2.2 Gillespies' express or implied approval for extending credit to the Customer may be revoked or withdrawn by Gillespies at any time.
- 2.3 Gillespies is entitled to set-off against any money owing to the Customer amounts owed to Gillespies by the Customer on any account whatsoever.
- 2.4 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in Clause 2.5, and then to principal.
- 2.5 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Gillespies for enforcement of obligations and recovery of monies due from the Customer to Gillespies.

3 Quotations and Pricing

- 3.1 Prices charged for Goods will be according to a current quotation for those Goods. Otherwise, they will be determined by Gillespies by reference to its standard prices in effect at the date of delivery (whether notified to the Customer or not and regardless of any prices contained in the order). Gillespies will use its best endeavours to notify the Customer of price changes but bears no liability in respect of this.
- 3.2 Any quotation by Gillespies shall not constitute an offer. Quotations will remain valid for thirty (30) days from the date of the quotation.
- 3.3 Any quotation, acceptance of quotation, purchase order or other document which requires signature may be signed in electronic form, and such signature shall be binding upon the person affixing that signature.
- 3.4 Unless otherwise specified by Gillespies, the prices exclude:-
 - 3.4.1 Any statutory tax, including any GST, duty or impost levied in respect of the Goods and which has not been allowed for by Gillespies in calculating the price.
 - 3.4.2 Costs and charges in relation to insurance, packing (other than the standard packing of Gillespies), crating, delivery (whether by road, rail, ship or air) and export of the Goods.

4 Delivery and Supply

- 4.1 Any times quoted for delivery and/or supply are estimates only and Gillespies shall not be liable for failure to deliver/supply, or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for Goods, by reason of any delay in delivery/supply or dispatch. Gillespies reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 4.2 Gillespies may refuse to supply any order by the Customer for Goods in its absolute discretion and may make acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.
- 4.3 If the Customer directs that delivery of the Goods be staggered over different times or to different addresses from those specified in the Credit Application, then the Customer:-

- 4.3.1 shall be liable for any additional cost, charge and expense incurred by Gillespies in complying with the Customer's direction; and
- 4.3.2 shall pay for the whole of the invoiced value of the Goods pursuant to Clause 5 notwithstanding the staggered deliveries.
- 4.3.3 Such action shall be deemed to be delivery to the Customer.
- 4.4 The Customer is deemed to accept delivery of the Goods where it is either delivered to the Customer's premises or when Gillespies notifies the Customer that the Goods are available for collection.
- 4.5 If the Customer is unable or fails to accept delivery of the Goods, Gillespies may deliver it to a place of storage nominated by the Customer and, failing such nomination, to a place determined by Gillespies. Such action shall be deemed to be delivery to the Customer. The Customer shall be liable for all cost, charge and expense incurred by Gillespies on account of storage, detention, double cartage/delivery or similar causes.

5 Property

In addition to any lien to which Gillespies may, by statute or otherwise, be entitled, Gillespies shall in the event of the Customer's insolvency, bankruptcy or winding up, be entitled to a general lien over all property or goods belonging to the Customer in Gillespies' possession (although all or some of such property or goods may have been paid) for the unpaid price of any Goods sold or delivered to the Customer under this or any other contract.

6 Availability of Stock

Any order that cannot be fulfilled on its receipt will automatically be back ordered and processed when stock becomes available unless it is the Customer's stated standard policy not to accept back orders or the Customer specifically marks its order, "Do Not Back Order". Deliveries at any time are subject to availability of stock and Gillespies will not be liable for any charges due to product unavailability.

7 Returns, Cancellations and Claims

- 7.1 The Customer shall not return any Goods to Gillespies without obtaining prior authorisation from Gillespies. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. Freight charges must be paid by the Customer. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit note will be issued by Gillespies only after Goods returned are either collected by Gillespies' authorised representative or agent or returned to it by the Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Gillespies but must await receipt of a credit note.
- 7.2 All goods returned must be of merchantable and reasonable quality such that the goods are complete in their original packaging, not shop-soiled, are not price ticketed and are still listed in the current price list.
- 7.3 If Gillespies accepts the return of any Goods that have been ordered, Gillespies may charge the Customer fifteen per cent (15%) of the invoice price as a handling fee with freight costs and risk remaining the responsibility of the Customer.
- 7.4 No cancellations or partial cancellation of an order by the Customer shall be accepted by Gillespies unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Gillespies, will indemnify Gillespies against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.
- 7.5 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to Gillespies in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order.

8 Personal Property Security Interest

- 8.1 The Customer grants Gillespies a Security Interest in the goods supplied as Commercial Property, more particularly described as Other Goods (a relevant sub-classification of collateral described in the regulations pursuant to section 20(4) of the PPSA) and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligations of the Customer to Gillespies under this contract (together the "Indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all the Goods present and after acquired by the Customer, of which the goods form part, to the extent required to secure the Indebtedness.
- 8.2 As and when required by Gillespies the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable Gillespies to register a Financing Statement or a Financing Change Statement and generally to obtain, maintain, register and enforce Gillespies' Security Interest in respect of the goods supplied, in accordance with the Personal Property Securities Act 2009 ("PPSA").
- 8.3 The Customer shall not change its name without first notifying Gillespies of the new name not less than 7 days before the change takes effect.
- 8.4 The Customer warrants that the goods are not purchased for personal, domestic or household purposes.
- 8.5 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by the Customer on more than one invoice/order, any payments received from the Customer shall be deemed to be made by the Customer and applied by Gillespies in the following order:
- 8.5.1 To any obligation owed by the Customer to Gillespies which is unsecured, in the order in which the obligations were incurred;
- 8.5.2 To any obligations that are secured, but not by a Purchase Money Security Interest, in the order in which those obligations were incurred;
- 8.5.3 To obligations that are secured by a Purchase Money Security Interest, in the order in which those obligations were incurred.
- 8.6 Until the Customer has paid all money owing to Gillespies the Customer shall at all times ensure that:
- 8.6.1 All goods supplied by Gillespies, while in the Customer's possession, can be readily identified and distinguished, and/or
- 8.6.2 All Proceeds (in whatever form) that the Customer received from the sale of any of the goods are readily identifiable and traceable.
- 8.7 Where the goods are purchased by the Customer and held as Inventory, nothing in this clause shall prevent the Customer from selling or leasing and delivering the goods in the ordinary course of the Customer's business. Otherwise until the Customer has paid all money owing to Gillespies the Customer shall not sell or grant a Security Interest in the goods without Gillespies' written consent.
- 8.8 The parties agree to out of the PPSA in accordance with Section 115 of the PPSA to the extent that Section 115 applies for the benefit of, and does not impose a burden on, Gillespies. The Customer waives its right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of Gillespies in respect of the Security Interest created by these terms and conditions.
- 8.9 Gillespies is irrevocably authorised to enter any premises where the goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods and seize the Goods in accordance with the Act without liability for trespass or any resulting damage.
- 8.10 For the purpose of this clause words and phrases starting with a capital letter shall have the respective meanings given to them under, or in the context of the PPSA.

9 Privacy Act 1988 ("Privacy Act")

To enable Gillespies to assess the Customer's application for credit, the Customer authorises Gillespies:-

- 9.1 To obtain from a credit reporting agency a consumer or commercial credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1) of the *Privacy Act*; and
- 9.2 To obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities, and

- 9.3 To give to a credit reporting agency information including identity particulars and application details

AND in accordance with Section 18N(1) of the *Privacy Act* the Customer authorises Gillespies to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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*.

The Customer understands that information can be used for the purposes of assessing its application for credit (Section 18L(4) *Privacy Act*), assisting it to avoid defaulting on its credit obligations, assessing its credit worthiness and notifying other credit providers and credit reporting agencies of a default by it under these Terms.

10 Notification

The Customer must notify Gillespies in writing within seven (7) days of:-

- 10.1 Any alteration of the name or ownership of the Customer.
- 10.2 The issue of any legal proceedings against the Customer.
- 10.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 10.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to Gillespies for all Goods supplied to the new owner by Gillespies until notice of any such change is received.

11 Warranties

- 11.1 No warranties except those implied and that by law cannot be excluded are given by Gillespies in respect of Goods supplied. Where it is lawful to do so, the liability of Gillespies for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods, as determined by Gillespies.
- 11.2 The Customer acknowledges and warrants that it has relied on its own skill and judgment or, alternatively, on the skill and judgment of tradesmen and professional advisers retained by it to provide advice and assistance on the suitability of the Goods for specific purposes and procedures and, in this respect, shall indemnify Gillespies from and against any suit, claim, demand or compensation which, but for these Terms, the Customer may have had against Gillespies.
- 11.3 The Customer warrants to Gillespies that it is purchasing Goods as the principal and not as an agent.

12 Force Majeure

Gillespies shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Goods impossible, where all money due to Gillespies shall be paid immediately and, unless prohibited by law, Gillespies may elect to terminate the Agreement.

13 Equitable Charge

- 13.1 The Customer as beneficial owner and/or registered proprietor now charges in favour of Gillespies all of the Customer's estate and interest in any real property (including but not limited to any applicable land owned by the Customer named or described as the Customer's Street Address in the Credit Application if applicable) ("Land") to secure payment of accounts rendered by Gillespies to the Customer for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Gillespies and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.
- 13.2 Gillespies are not Common Carriers.

14 Failure to Act

Gillespies' failure to enforce or insist upon the timely performance of any term, condition, covenant or provision in these Terms, or Gillespies' failure to exercise any right or remedy available under these Terms or at law, or Gillespies' failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any extension of creditor forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of Gillespies' right to demand timely payment of future obligations or strict compliance with the Terms.

15 Legal Construction

- 15.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Gillespies and the Customer consent and submit to the jurisdiction of the Courts of Victoria.
- 15.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.