

CONFIDENTIAL

**APPLICATION FOR
CREDIT ACCOUNT**



Elora-Vale Pty Ltd A.C.N. 056 039 457

Cnr. Rene &
Production Streets,
Noosaville

P.O Box 1010,
Noosaville
Business Centre
Q 4556

Fax (07) 5449 9048
Phone (07) 54497337

INDIVIDUAL-SOLE TRADER/OWNER BUILDER

NAME OF ACCOUNT: _____
ADDRESS: _____
POSTAL ADDRESS: _____
TELEPHONE: BUSINESS _____ PRIVATE: _____ CONTACT: _____
OCCUPATION: _____ PERIOD OF TIME: _____ D.O.BIRTH: _____
EMPLOYERS NAME & ADDRESS: _____

PARTNERSHIP/FIRM

BUSINESS NAME: _____ IS IT REGISTERED: _____
BUSINESS ADDRESS: _____
POSTAL ADDRESS: _____
PARTNERS: Name Address Phone D.O.Birth
1. _____
2. _____
3. _____
4. _____
TELEPHONE: Business: _____ FACSIMILE: _____ CONTACT: _____

COMPANY/TRUSTS

COMPANY NAME: _____ A.C.N. _____
TRADING AS: _____
POSTAL ADDRESS: _____
REGISTERED ADDRESS: _____
TELEPHONE: _____ FACSIMILE: _____ CONTACT: _____
DIRECTORS: Name Address Phone D.O.Birth
1. _____
2. _____
3. _____
4. _____

NAMES OF ASSOCIATED COMPANIES:
1. _____ 2. _____
DATE OF INCORPORATION: _____ PLACE: _____
AUTHORIZED SHARE CAPITAL: _____ PAID UP CAPITAL: _____
NATURE OF BUSINESS: _____

THIS SECTION TO BE COMPLETED BY ALL APPLICANTS:

NATURE OF BUSINESS: _____
REGISTRATION _____ NO.SALES TAX EXEMPT NO.: _____
NO. OF EMPLOYEES: _____
BANK: _____ BRANCH: _____
SAVINGS BANK ACCOUNT NAME: _____
ACCOUNTANT: _____ Phone: _____
Address: _____ Contact: _____
TOTAL AMOUNT OF CREDIT REQUIRED: \$ _____ PER MONTH _____ LIMIT: \$ _____

STATEMENT OF ASSETS & LIABILITIES

RESIDENCE:	\$-----	MORTGAGE:	\$-----
VEHICLES:	\$-----	OTHER LOANS:	\$-----
CREDITORS:	\$-----	DEBTORS:	\$-----
WORK IN PROGRESS:	\$-----	OTHER LIABILITIES:	\$-----
CASH IN BANK:	\$-----		
OTHER ASSETS:	\$-----		

OWNER BUILDERS MUST SUPPLY COPY OF HOME LOAN APPROVAL

TRADE REFERENCES:	Name	Town	Phone
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

I certify that the above information supplied is complete, true and correct and if approved I, the undersigned hereby agree to the thirty day trading terms of the Company.

Should this account exceed the aforesaid terms of trade, a service fee of 1.5% per month on the overdue amount may be charged to this account. In the even that this application for credit is approved, it is unconditionally that such credit is extended to the Party or Parties named in the said application and that the said Party or Parties will be responsible for any debt incurred under this agreement and agree to abide by the conditions of sale and quotations.

I/We hereby undertake to advise the Company by certified mail of any change in constitution or ownership at the time when such change occurs. Further I/We accept and agree that where such a change occurs the Company will require that a new application for credit facilities will be sought and considered and I/We will sign all such documents and do all acts and things appropriate to such new application for credit facilities.

The client or registered proprietor of any such freehold or leasehold real property of land hereof consents to the registration of a Caveat over the said land which the parties hereby irrevocably agree shall be a Consent Caveat.

In no case will property in any goods supplied pursuant to this agreement pass to the customer until payment has been made to the company in full for the goods supplied.

In the event of the customer having a bankruptcy notice issued against him or the Company having not received payment on the due date the Company shall have the full and unfettered right to enter onto the premises or yard or property or building site of the customer and collect the goods in respect of which payment has not been made to the company and take possession of the same. Ownership of such goods at all times vested in the company.

Definition of "Company" means ELORA-VALE PTY LTD – A.C.N. 056 039 457 Trading as NOOSA TRUSS AND TIMBER, their subsidiaries, Branches, Servants, Agent and Employees.

It is expressly understood that the account may be closed at any time by either party and the total value of goods supplied will be payable immediately.

Privacy Agreement:

1. In making this application, I/We agree in accordance with the provisions of the Privacy Act 1988 (Cth), that disclosure and use by licensed credit reporting agents of any relevant information may occur for the purpose of assessing this application;
2. I/We acknowledge that this agreement shall continue to have effect for the duration of the loan contract should my/our application be approved;
3. I/We agree that:-

(a) According to Section 18E (8) (c) of the Privacy Act 1988 (Cth), certain items of person information in this application may be disclosed to a credit reporting agency; and

(b) According to Section 18N (1) (b) of the Privacy Act 1988 (Cth), information from a report of the entire report may be disclosed to, or obtained from, another credit provider.

SIGNED:.....DATE:.....

SIGNED:.....DATE:.....

GUARANTEE

To: ELORA-VALE PTY LTD, Cnr Rene & Productions Streets, Noosaville 4566 and elsewhere in the state of Queensland (thereinafter called the Company).

IN CONSIDERATION of ELORA-VALE PTY LTD, having at our request agreed to supply and/or continue to supply to

(Company Name)

(hereinafter called the Debtor) goods and services from time to time or forbearing at our request for 14 days from suing. I/We

1. _____
(Full Christian Names and Surname)

of _____
(Residential Address)

2. _____
(Full Christian Names and Surname)

of _____
(Residential Address)

(hereinafter called the Guarantor) agrees as follows:

NOW THIS DEED WITNESSETH

1. The Guarantor (HEREBY JOINTLY, SEVERALLY AND IRREVOCABLY AGREES) with the Company to guarantee the Company the due payment by the Debtor for all such goods as aforesaid as the Company may from time to time at the request of the Debtor have supplied or supply to the Debtor and of any other moneys due to the Company from the Debtor on any account whatsoever notwithstanding that we shall not have notice of any neglect or omission on the part of the Debtor to pay for such goods according to the terms agreed upon between the Debtor and the Company, together with all costs charges and expenses legal and otherwise which you shall pay incur or sustain or be put in connection with the account of the Debtor or give effect to the terms of this guarantee.

2. That this guarantee shall be continuing to the Company for the whole debt that should be contracted by the Debtor with the Company in respect of goods to be supplied to the Debtor or otherwise as aforesaid and that the Company may at any time and from time to time in its absolute discretion and without giving any notice whatsoever to the Guarantor refuse credit or supply of goods to the Debtor.

3. You should 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 it as Debtors to you instead of being merely sureties for the Debtor and in order to give full effect to the provisions for this Guarantee we HEREBY WAIVE and each of us HEREBY WAIVES all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.

4. 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 executed and given by more than one person the same shall, in fact be 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 and persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

5. That in order to give effect to this Guarantee the guarantors hereby declare that the Company, **NOOSA TRUSS AND TIMBER**, shall be at liberty to act as guarantors were the principal Debtors and the Guarantors hereby waive all or any of their right or sureties which may at any time be inconsistent with any of the provisions herein.

6. It is hereby further agreed that a statement in writing signed by the Manager, Secretary or Group Credit Manager of the Company, **NOOSA TRUSS AND TIMBER**, of the monies due or owing upon or covered by this security at the date mentioned in any such statement shall be prima facie evidence of the amount so due or owing covered by this Guarantee.

7. In the event of the liability of the Guarantor under these presents becoming merged in any Judgment of Order the Guarantor will pay interest on the amount for the time being owing under such judgment of the making of such judgment of Order at the maximum rate charged to the Company by its Trading Bank at the time being or from time to time be properly charged or changeable by the company in respect of the said monies.

8. As a separate and independent stipulation (but without increasing the total amount recoverable from the Guarantor hereunder) the Guarantor hereby agrees and declares that all or any of the sums of money which may be recoverable from the Guarantor on the footing of a Guarantee whether by reason or any legal limitation, disability or incapacity on or of the Debtor or any other fact or circumstance and whether known to the Company or not shall nevertheless be recoverable from the Guarantor as sole principal Debtor in respect thereof and shall be repaid by the Guarantor together with the interest at the rate of respective rates aforesaid from the date of default being made by the Debtor until payment.

9. Where the Debtor is a Company, Society, Associations of persons or Trustee the Company is not to be concerned to see or enquire into the powers of the Debtor or its Directors or other agents acting or purporting to act on its behalf nor is the company to be concerned to see or enquire into the powers of the trustee in order to ascertain whether the trustee is functioning within the terms of his trust and any credit in fact extended by the company in reliance upon a professed exercise of such powers shall be deemed to form part of the Principal Debt and liability even though the obtaining of such credit shall be in excess of the powers of the debtors or of the Debtors or any agents aforesaid or of the trustee of shall be in any way irregular informal or defective.

10. That if the Debtor shall at any time become bankrupt or be placed in receivership or in liquidation or shall enter into or make any composition arrangement or assignment with or for the benefit of the Debtors creditors and from such or any other cause the Company shall at any time receive any dividend or other payment in the estate of the Debtor such dividend or other payment shall neither be nor deemed to be a discharge or any monies payable under this Guarantee and the Company shall notwithstanding be entitled to recover this Guarantee for the full extent of the monies hereby Guaranteed.

11. That the Guarantor will not prove against or claim any dividend out of the estate of the Debtor in the event of the Debtor being able to pay its creditors in full competition with the company and so as to decrease any dividend or payment to which but for such proof or claim the Company would be entitled.

12. That this Guarantee shall not be affected nor shall the Guarantor's liability be in any way impaired or discharged by any changes in the Company's constitution, whether by way of reconstruction or otherwise and this Guarantee shall ensure of the benefit of the Company's successors and of any Company with which the Company may be amalgamated or consolidated or in which the company may be merged or absorbed.

13. That this Guarantee shall not be affected nor shall the Guarantor's liability hereunder be in any way impaired or discharged by any changes in the constitution of the Debtor or the Guarantor by way of reconstruction, consolidation, absorption, merger or amalgamation.

14. That this Guarantee shall be enforceable against the Guarantor despite the existence at the time of enforcement of any moratorium in respect of the debts of the Debtor whether under any scheme or compromise or arrangement under the Companies code (or any other legislation) or otherwise and that notwithstanding the fact this instrument or Guaranteed may be intended or expresses to be executed and given by more than one person the same shall in fact be 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 against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

15. AND to further secure all moneys hereby guaranteed to be paid by the Guarantor to the Company, all the right, title estate and interest which the Guarantor now has or may hereafter during the currency of this Guarantee acquire in any chattels, goods, plant or equipment of any kind, freehold or leasehold real property, or land shall by the force of the execution of this Guarantee stand charged by the Guarantor (as beneficial owner of the said property) with payment of all monies hereby guaranteed.

16. The Guarantor as registered proprietor of any such freehold or leasehold real property or land referred in clause 15 hereby consents to the registration of a Caveat over the said land which the parties hereby irrevocably agree shall be a Consent Caveat.

17. For purposes of registering a Caveat or Caveats pursuant to the provisions of the clause 15 and 16 hereof the Guarantor for and on behalf of itself together with its successors in title and assignees irrevocably MAKES NOMINATE CONSTITUTES AND APPOINTS the Company, the Company's Secretary and each of its Directors, the Guarantors joint and several true and lawful attorney and attorneys for the purpose of doing all such acts and deeds in the name of the Guarantor as the Company shall think fit and necessary to give full effect to the powers rights and remedies of the Company herein contained AND substitutes therefore shall do or purport to do by virtue of this clause.

18. Any notice or demand to be made upon the Guarantor or Debtor hereunder or to be given to you may be made and given to the manner provided by section 257 of the Property Law Act 1974-1976.

19. Privacy Agreement:

1. In making this application, I/We agree in accordance with the provisions of the Privacy Act 1988 (Cth), that disclosure and use by licenced credit reporting agents of any relevant information may occur for the purpose of assessing this application;

2. I/We acknowledge that this agreement shall continue to have effect for the duration of the loan contract should my/our application be approved;

3. I/We agree that;

(a) According to section 18E (8) (c) of the Privacy Act 1988 (Cth), certain items of personal information in this application may be disclosed to a credit reporting agency; and

DATED thisday of20.....

(Signature of Guarantor)

(Signature of Guarantor)

(Full Name of Guarantor)

(Full Name of Guarantor)

(Address of Guarantor)

(Address of Guarantor)

WITNESS

(A Justice of the Peace)