



# Credit Services

121 Bannister Road  
Canning Vale  
Western Australia 6155  
**Telephone: (08) 9334 4670**  
**Facsimile: (08) 9334 4954**

Postal Address:  
PO Box 1408  
Canning Vale  
Western Australia 6155

## COMPANIES ONLY

(for Pty. Ltd., NL Companies and Incorporated bodies)



*With Compliments* .....  
(Sales Representative)

When complete, lodge this application direct to BGC Credit Services (address above). If this application is accepted, notification from the Credit Manager will advise you of the trading companies and their business(es) which is/are authorised to extend credit to you. No further credit application will be required when other trading entities (listed right) are approached for credit facilities, however this request should be made in writing, detailing the entity and estimated credit required. Each trading company and their business has the right to grant or refuse credit facilities.

### APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Please indicate accounts required from list below.

#### Supply Companies and Divisions

- BGC Australia Pty Ltd  
A.C.N. 005 736 005
- trading as:
- BGC Asphalt
- BGC Bricks
- Brikmakers
- BGC Cement
- BGC Concrete
- BGC Fibre Cement
- BGC Plasterboard
- BGC Insulation
- BGC Plant
- BGC Plumbing
- BGC Quarries
- BGC Roofing - Metal Roof Division
- Harmony Roof Tiles
- BGC Siteworks
- BGC Steel
- BGC Contracting Pty Ltd  
A.C.N. 008 766 407
- trading as
- BGC Contracting
- BGC Transport
- Buckeridge Nominees Pty Ltd  
A.C.N. 008 849 581
- trading as
- Affinity
- Lisson Nominees Pty Ltd  
A.C.N. 008 872 857
- trading as
- BGC Builders Supplies

#### Affiliated Companies

- Cromlech Pty Ltd  
A.C.N. 008 909 304
- Esther Investments Pty Ltd  
A.C.N. 004 459 536
- Homestyle Pty Ltd  
A.C.N. 008 783 248
- Seabank Investments Pty Ltd  
A.C.N. 052 549 450
- Commodore Homes (W.A.) Pty Ltd  
A.C.N. 063 492 526

The trading companies and their business(es) may vary from time to time as the context requires. An updated list of the companies and their trading business is available upon request to the Credit Manager.

TO: **BGC** (as defined in the Conditions)

The Applicant named in paragraph 1 below hereby applies for a 30 Day Credit Account. This Application is deemed to be to each of the trading companies and their business(es) comprising the BGC.

**[PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS CAREFULLY]**

**NB. IT IS IMPORTANT THAT ALL INFORMATION IS SUPPLIED, AS AN INCOMPLETE FORM MAY DELAY A DECISION. IF PREFERRED, CERTAIN CONFIDENTIAL INFORMATION CAN BE SUBMITTED DIRECT TO OUR CREDIT MANAGER  
PLEASE USE BLOCK LETTERS**

| 1.    | <b>COMPANY NAME :</b> _____ A.C.N. _____<br>("the Applicant")  |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
|-------|--|---------------------------------------|---|---------------------------------------|----------------------------|----------------------------------|----------------------|-------|-------|----------|----------|-------|--------------------|-------|----------|----------|-------|-------|--------------------|----------|----------|-------|-------|-------|--------------------|----------|-------|-------|-------|-------|--------------------|
| 2.    | <b>TRADING DETAILS :</b><br>(i) Registered Business Name (if any) : _____<br>(ii) Type of Business : _____<br>(iii) Established for _____ years.<br>(iv) Trading Bank : _____ Branch & Account No. _____   |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 3.    | <b>ADDRESS :</b><br>(i) Business Address : _____ Postcode : _____<br>(ii) Postal Address : _____ Postcode : _____<br>(iii) Telephone No. : _____ Facsimile No. : _____ Mobile No. : _____<br>(iv) Registered Office : _____ Postcode : _____   |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 4.    | <b>DATE OF INCORPORATION :</b> ____ / ____ / ____ <b>STATE INCORPORATED :</b> _____  |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 5.    | <b>AUTHORISED CAPITAL :</b> \$ _____ <b>PAID UP CAPITAL :</b> \$ _____   |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 6.    | <b>TRUST AND TRUSTEE DETAILS (if applicable) :</b><br>Does the Applicant or Directors act as a Trustee or Trustees for a Trust? If so, please complete the details below.<br>(i) Name of Trustee : _____<br>(ii) Name of Trust : _____<br>(iii) Type of Trust : _____ (Discretionary Family Trust / Unit Trust)  |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 7.    | <b>DIRECTORS ("the Directors") FULL NAMES AND ADDRESSES :</b><br><table border="1"><thead><tr><th></th><th><u>Surname</u></th><th><u>Christian Name</u></th><th><u>Residential Address</u></th><th><u>Suburb</u></th><th><u>Date of Birth</u></th></tr></thead><tbody><tr><td>(i)</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>____ / ____ / ____</td></tr><tr><td>(ii)</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>____ / ____ / ____</td></tr><tr><td>(iii)</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>____ / ____ / ____</td></tr><tr><td>(iv)</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>____ / ____ / ____</td></tr></tbody></table> |                                       | <u>Surname</u>  | <u>Christian Name</u>                 | <u>Residential Address</u> | <u>Suburb</u>                    | <u>Date of Birth</u> | (i)   | _____ | _____    | _____    | _____ | ____ / ____ / ____ | (ii)  | _____    | _____    | _____ | _____ | ____ / ____ / ____ | (iii)    | _____    | _____ | _____ | _____ | ____ / ____ / ____ | (iv)     | _____ | _____ | _____ | _____ | ____ / ____ / ____ |
|       | <u>Surname</u>   | <u>Christian Name</u>                 | <u>Residential Address</u>                                  | <u>Suburb</u>                         | <u>Date of Birth</u>       |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (i)   | _____  | _____                                 | _____   | _____                                 | ____ / ____ / ____         |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (ii)  | _____  | _____                                 | _____   | _____                                 | ____ / ____ / ____         |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (iii) | _____  | _____                                 | _____   | _____                                 | ____ / ____ / ____         |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (iv)  | _____  | _____                                 | _____   | _____                                 | ____ / ____ / ____         |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 8.    | <b>HAVE ANY OF THE DIRECTORS REFERRED TO IN 7. ABOVE :</b><br>(i) Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily ? YES/NO<br>(ii) Been refused credit, either individually or as a director or shareholder of a company ? YES/NO  |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 9.    | <b>LAND OWNED BY DIRECTORS AND COMPANY :</b><br><table border="1"><thead><tr><th></th><th><u>Directors Surname &amp; Initials<br/>or Company Name</u></th><th><u>Address of Real Property</u></th><th><u>Current<br/>Value</u></th><th><u>Value of<br/>Encumbrances</u></th></tr></thead><tbody><tr><td>(i)</td><td>_____</td><td>_____</td><td>\$ _____</td><td>\$ _____</td></tr><tr><td>(ii)</td><td>_____</td><td>_____</td><td>\$ _____</td><td>\$ _____</td></tr><tr><td>(iii)</td><td>_____</td><td>_____</td><td>\$ _____</td><td>\$ _____</td></tr><tr><td>(iv)</td><td>_____</td><td>_____</td><td>\$ _____</td><td>\$ _____</td></tr></tbody></table>   |                                       | <u>Directors Surname &amp; Initials<br/>or Company Name</u> | <u>Address of Real Property</u>       | <u>Current<br/>Value</u>   | <u>Value of<br/>Encumbrances</u> | (i)                  | _____ | _____ | \$ _____ | \$ _____ | (ii)  | _____              | _____ | \$ _____ | \$ _____ | (iii) | _____ | _____              | \$ _____ | \$ _____ | (iv)  | _____ | _____ | \$ _____           | \$ _____ |       |       |       |       |                    |
|       | <u>Directors Surname &amp; Initials<br/>or Company Name</u>  | <u>Address of Real Property</u>       | <u>Current<br/>Value</u>                                    | <u>Value of<br/>Encumbrances</u>      |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (i)   | _____  | _____                                 | \$ _____  | \$ _____                              |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (ii)  | _____  | _____                                 | \$ _____  | \$ _____                              |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (iii) | _____  | _____                                 | \$ _____  | \$ _____                              |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| (iv)  | _____  | _____                                 | \$ _____  | \$ _____                              |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 10.   | <b>STATEMENT OF APPLICANT'S ASSETS AND LIABILITIES :</b><br>Attach a copy of your current Balance Sheet and Profit & Loss Statement or<br>Contact for Financial Statements _____ Telephone No. _____   |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 11.   | <b>REFERENCES :</b><br><table border="1"><thead><tr><th></th><th><u>Company/Individual Name</u></th><th><u>Person to Contact (if Company)</u></th><th><u>Phone No</u></th></tr></thead><tbody><tr><td>1.</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>2.</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>3.</td><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>   |                                       | <u>Company/Individual Name</u>                              | <u>Person to Contact (if Company)</u> | <u>Phone No</u>            | 1.                               | _____                | _____ | _____ | 2.       | _____    | _____ | _____              | 3.    | _____    | _____    | _____ |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
|       | <u>Company/Individual Name</u>   | <u>Person to Contact (if Company)</u> | <u>Phone No</u>   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 1.    | _____  | _____                                 | _____   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 2.    | _____  | _____                                 | _____   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 3.    | _____  | _____                                 | _____   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 12.   | <b>ACCOUNT QUERIES AND FOLLOW - UP :</b><br>Please nominate a person to contact for account queries and follow-up _____  |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |
| 13.   | <b>ANTICIPATED AGGREGATE MAXIMUM CREDIT LIMIT REQUIRED FROM BGC :</b> \$ _____   |                                       |   |                                       |                            |                                  |                      |       |       |          |          |       |                    |       |          |          |       |       |                    |          |          |       |       |       |                    |          |       |       |       |       |                    |

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Conditions and this Application:

**"Aggregate Maximum Credit Limit"** means that the sum referred to in paragraph 3.1 of the Conditions which is the aggregate maximum credit limit to be extended to the Applicant by BGC.

**"Applicant"** means the party or parties defined as the Applicant in the Application.

**"Agreement"** means the agreement constituted by the acceptance of this Application by BGC.

**"Authorised Representative"** means BGC's Credit Manager or such other person as may be authorised by the Credit Manager from time to time;

**"BGC"** means the trading companies and their trading businesses of the Buckeridge Group of Companies (the "Companies") as varied from time to time or any of them or their assigns as the context requires, an updated list of the Companies and their trading businesses being available from the Authorised Representative upon reasonable notice and including any holding company, subsidiary or related body corporate (as the expressions are defined in the Corporations Law) of any of the companies and the successors, transferees and assignees of any one or more of the entities described herein.

**"Conditions"** means these terms and conditions.

**"Goods"** means goods ordered by the Applicant from BGC pursuant to this Agreement.

**"Services"** means services ordered by the Applicant from BGC pursuant to this Agreement.

### 2. ACCEPTANCE OF THE APPLICATION

The Application is accepted by BGC upon receipt by the Applicant of written notification given by the Authorised Representative. ("the Notification") that the Application is accepted by BGC.

### 3. CREDIT LIMIT

3.1 The Notification, at BGC's sole discretion, may state the Aggregate Maximum Credit Limit BGC will extended to the Applicant and the identity of BGC's relevant trading company and its business(es) authorised to extend credit to the Applicant.

3.2 If BGC accepts this Application, it is not obliged to extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit nor is any trading company or business other than as described in the Notification required to extend credit to the Applicant.

3.3 BGC may alter the Aggregate Maximum Credit Limit upon notice to the Applicant and/or extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit, in its absolute discretion.

### 4. PAYMENT OF AMOUNTS OWING

4.1 Each of the trading companies or businesses of BGC which supplies Goods and/or services to the Applicant must provide the Applicant with a monthly statement in respect of thereof ("the Statements").

4.2 The Statements will set out the sum of:

4.2.1 the price of all Goods and/or Services purchased by the Applicant from BGC pursuant to the credit facility provided herein; less

4.2.2 amounts paid by or credited to the Applicant relating to respective previous Statements.

4.3 Goods and/or Services purchased by the Applicant during a month must be paid by the last working day of the following month ("the due date").

4.4 Any payments made by the Applicant of less than the nett amount shown on the Statements is deemed payment of the price of the Goods and/or Services which were supplied first in time, equivalent to the amount of such payment.

4.5 Time for the payment of the amounts reflected in the respective Statements is of the essence of the Agreement and if the Applicant fails to pay the amount in full by the due date in respect of any one or more Statements, BGC may :

4.5.1 treat the Agreement as repudiated by the Applicant; or

4.5.2 suspend the delivery or provision of Goods and/or Services the subject of this Agreement or any goods or services the subject of any other contract with the Applicant:

without incurring any liability whatsoever to the Applicant and without prejudice to any other remedies allowed by law to BGC.

4.6 In addition, and if the Applicant fails to pay the amount reflected on any statement when due, but without prejudice to the rights of BGC as provided in paragraph 4.5, the Applicant must (if required) pay interest to BGC on the outstanding amount (or part thereof) at a rate of 15% per annum, calculated from the due date to the last day of the month of actual payment of the outstanding amount.

### 5. PASSING OF RISK

The Goods are at the Applicant's risk from the time the Goods leave BGC's premises for delivery to the Applicant.

### 6. PASSING OF PROPERTY

6.1 Ownership of the Goods remains with BGC until the Applicant has paid in full the price of the Goods.

6.2 The Applicant agrees with BGC that upon delivery of the Goods the Applicant:-

(a) must store the goods separately from property belonging to the Applicant; and

(b) if the Applicant:

(i) makes produces or manufactures a new object from the Goods whether finished or not;

(ii) incorporates or mixes the Goods with other goods; or

(iii) allow the Goods to become part of other goods.

("the New Goods")

the ownership of the New Goods immediately passes to BGC at the moment of the event or single operation by which the Goods are converted into, are incorporated or mixed, or become part of the New Goods and the Applicant must keep the New Goods as fiduciary owner for BGC and must store the New Goods separately from property belonging to the Applicant unless the New Goods are part of a building, whether completed or under construction.

6.3 Notwithstanding clause 6.2 prior to paying in full the monies owing to BGC the Applicant may sell the Goods or the New Goods to a third party ("the Third Party") in the ordinary course of its business and deliver the Goods or the New Goods to the Third Party provided that:

(a) where the Applicant is paid by the Third Party, the Applicant holds the whole of the proceeds of sale on trust for BGC and must forthwith pay the proceeds, or such part thereof necessary to pay in full the moneys owing to BGC; and

(b) where the Applicant is not paid by the Third Party' the Applicant must assign his claim against the Third Party, in respect of the sale of the Goods or the New Goods to the Third Party, to BGC upon notice in writing by BGC being given to the Applicant requesting such assignment.

6.4 BGC and any of its employees or agents, is hereby irrevocably authorised to enter upon any premises occupied by the Applicant in order to retake possession of any Goods for which payment has not been made pursuant to paragraph 4.3.

### 7. EXCLUSION

7.1 BGC is not under any circumstances liable to the Applicant for any economic or consequential loss, damage or other expenses whatsoever suffered by the Applicant arising out of or in consequence of any fault or defect in the Goods and/or Services (whether or not such fault or defect was caused by the negligence of BGC).

7.2 To the extent that they are capable of being excluded, any warranties or guarantees established by legislation or common law or equity and deemed to form part of this Agreement are hereby excluded.

7.3 The Conditions shall be read in conjunction with the terms and conditions of any invoice, statement or other document provided to the Applicant by BGC upon the delivery of the Goods or in providing the Service, and in the case of a conflict of interpretation, the Conditions prevail.

### 8. DEFAULT

If :

(a) the Applicant commits a breach of its obligations to BGC under the Agreement and does not remedy the default or breach within seven (7) days; or

(b) a judgement, order or encumbrance is enforced, or becomes enforceable upon any of the Applicant's property; or

(c) any bankruptcy proceedings are instituted against the Applicant (if applicable); or

(d) the Applicant becomes subject to any external administration under the Corporations Law;

(e) a change occurs in a circumstance which is represented under the agreement to exist which in the reasonable opinion of the Authorised Representative may have a material adverse affect on the ability of the Applicant to observe its obligations under the Agreement,

then BGC may, without prejudice to any other rights or remedies which it might have, and acting through the Authorised Representative, cancel the provision of credit to the Applicant without notice and is entitled to immediate payment of the sum equal to the price of all Goods and/or Services then unpaid, together with other costs and expenses as provided in the Conditions. A document signed by the Authorised Representative as to the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.

**9. REPRESENTATIONS**

The Applicant (and the Directors and Partners of the Applicant, if applicable), warrants as to the correctness of the information which it/they has/have furnished to BGC in this Application, and acknowledges that BGC has relied upon that information in determining whether or not to grant credit, and the extent thereof, to the Applicant.

**10. COSTS**

If payment is not made by the Applicant in accordance with the terms of this Agreement then the Applicant must pay all costs and other expenses of whatsoever nature (including all debt collection fees and commissions legal expenses on a solicitor/client basis) which may be incurred by BGC in recovering any sums due.

**11. CHARGE**

The Applicant hereby charges all land owned or in the future acquired by it to secure payment of all monies which are or may become owing under this Agreement and -

- (a) consents to an absolute caveat being registered by BGC at any time in respect of such land to protect its charge;
- (b) must enter into a mortgage in respect of such land immediately upon request of the Authorised Representative, such mortgage containing standard clauses prepared by the BGC's solicitors, a copy of which is available for inspection at the BGC's office, corner Cook Street and Vulcan Road, Canning Vale.

**12. SET-OFF**

The Applicant agrees and irrevocably authorises BGC to set-off against any sums which may be due to BGC under this Agreement any other sums which may be owed by any other trading companies or trading businesses comprised within the Buckeridge Group of Companies to the Applicant

**13. GENERAL**

- 13.1 The Agreement supersedes all prior agreements, understandings and negotiations. No terms and conditions at variance with the Conditions apply to the provision of credit, unless expressly accepted by the Authorised Representative in writing.
- 13.2 No waiver by BGC of any provisions of the Conditions is effective unless in writing and signed by the Authorised Representative.
- 13.3 If any of the Conditions is or becomes for any reason wholly or partly invalid, that Condition is to the extent of the invalidity severed without prejudice to the continuing force and validity of the remainder of those Conditions.
- 13.4 The Applicant will not be entitled to make any deduction from amounts owing to BGC in respect of any set off or counterclaim to be held back for retention.
- 13.5 The Applicant must not assign or transfer any of its rights or obligations in connection herewith to any other person whatsoever.
- 13.6 Any notice to be given to the Applicant is deemed to be received by the Applicant upon its being posted or sent by facsimile to the trading or registered address of the Applicant set out in the Application (or such other address as the Applicant may advise in writing from time to time) to the Authorised Representative.
- 13.7 This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts of Western Australia. The Applicant irrevocably waives any objection to the venue of any legal process selected by BGC.
- 13.8 If the Application is made by more than one Applicant, each Applicant is jointly and severally liable under this Agreement.
- 13.9 The Applicant must advise the Authorised Representative in writing not later than fourteen (14) days before a change in effective control of the Applicant or of any change or alteration of any particulars contained in this Application (if applicable). BGC (upon receipt of such advice) is entitled to review the agreement, and in its sole discretion, to terminate the Applicant's credit facilities upon seven (7) days written notice (the "Notice Period") to the Applicant. In such circumstances, BGC is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify BGC in respect of any loss arising from the Applicant's failure to so notify.
- 13.10 If the Applicant signs the Application as the trustee of any trust (the "Trust"), the Applicant is personally liable for the performance of all covenants contained in the Agreement, and agrees that BGC's right of recourse pursuant to this Agreement shall not be limited to the Applicant's assets but shall extend to the assets of the trust.
- 13.11 The Applicant shall pay all duties, fees and expenses associated with the Application and the Agreement, and the registration of any caveats, withdrawal of caveats, mortgages or discharge of mortgages and stamp duty.

**NOTES : THESE ARE IMPORTANT AND SHOULD BE READ.**

- (i) The conditions form part of this Application, and if this Application is accepted, an order placed by the Applicant or delivery of the Goods and/or provision of the Services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (ii).
- (ii) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of the BGC.
- (iii) This Application may be accepted by BGC in the manner referred to in paragraph 2 of the Conditions and may also be accepted by BGC by the supply of goods and/or services to the Applicant on credit terms pursuant to this Application.
- (iv) The Directors (or some other Party) may be required by the BGC to sign guarantees to support this application. The Directors agree that the BGC may seek a credit report from a credit reporting agency containing personal credit information about the Directors to assess whether to accept the Directors as guarantors. For that purpose, the BGC may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. The Directors also agree that the BGC may give to and seek from any credit providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as prescribed in the Privacy Act.

**SIGNED BY ALL DIRECTORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_**

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to this Agreement.

- 1. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)
- 2. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)
- 3. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)
- 4. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)

For and on behalf of \_\_\_\_\_ Pty. Ltd.



# Credit Services

121 Bannister Road  
Canning Vale  
Western Australia 6155  
**Telephone: (08) 9334 4670**  
**Facsimile: (08) 9334 4954**

Postal Address:  
PO Box 1408  
Canning Vale  
Western Australia 6155

## DEED OF GUARANTEE AND INDEMNITY



*With Compliments* .....  
(Sales Representative)

### FOR INDIVIDUALS AS GUARANTOR

#### Supply Companies and Divisions

BGC Australia Pty Ltd  
A.C.N. 005 736 005  
trading as:  
BGC Asphalt  
BGC Bricks  
Brikmakers  
BGC Cement  
BGC Concrete  
BGC Fibre Cement  
BGC Plasterboard  
BGC Insulation  
BGC Plant  
BGC Plumbing  
BGC Quarries  
BGC Roofing - Metal Roof Division  
Harmony Roof Tiles  
BGC Siteworks  
BGC Steel  
BGC Contracting Pty Ltd  
A.C.N. 008 766 407  
trading as  
BGC Contracting  
BGC Transport  
Buckeridge Nominees Pty Ltd  
A.C.N. 008 849 581  
trading as  
Affinity  
Lisson Nominees Pty Ltd  
A.C.N. 008 872 857  
trading as  
BGC Builders Supplies

#### Affiliated Companies

Cromlech Pty Ltd  
A.C.N. 008 909 304  
Esther Investments Pty Ltd  
A.C.N. 004 459 536  
Homestyle Pty Ltd  
A.C.N. 008 783 248  
Seabank Investments Pty Ltd  
A.C.N. 052 549 450  
Commodore Homes (W.A.) Pty Ltd  
A.C.N. 063 492 526

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The trading companies and their business(es) may vary from time to time as the context requires. An updated list of the companies and their trading business is available upon request to the Credit Manager.

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TO : **THE TRADING COMPANIES AND BUSINESSES COMPRISING "BGC"** as defined in the Application  
(hereinafter referred to in respect of each such trading company and business as "BGC")

This Deed of Guarantee is made by :

Name : \_\_\_\_\_  
(Full Names of Guarantor in BLOCK LETTERS)

of \_\_\_\_\_  
(Residential Address in BLOCK LETTERS)

Name : \_\_\_\_\_  
(Full Names of Guarantor in BLOCK LETTERS)

of \_\_\_\_\_  
(Residential Address in BLOCK LETTERS)

Name : \_\_\_\_\_  
(Full Names of Guarantor in BLOCK LETTERS)

of \_\_\_\_\_  
(Residential Address in BLOCK LETTERS)

Name : \_\_\_\_\_  
(Full Names of Guarantor in BLOCK LETTERS)

of \_\_\_\_\_  
(Residential Address in BLOCK LETTERS)

(hereinafter referred to jointly and severally as "the Guarantor")

## RECITALS

A. \_\_\_\_\_ ("the Debtor"), has submitted  
(Please print the Applicant's or Company's full name in BLOCK LETTERS)  
an application to be supplied with goods and/or services on credit ("the Application") by BGC on the terms and conditions set out in the Application.

## IT IS AGREED THAT :

1. If BGC accepts the Application ("the Agreement") then the Guarantor agrees jointly and severally with each of the trading companies and businesses comprising BGC (as defined in the Application) to guarantee the performance of the terms and conditions of the Agreement by the Debtor in respect of goods and services supplied by any of the said trading companies and businesses comprising BGC to the Debtor from time to time.
2. The credit limit (if any) provided in the Application and/or the Agreement shall not affect the scope of this Guarantee.
3. This Guarantee and Indemnity is irrevocable and continuing.
4. The liability of the Guarantor under this Guarantee is not limited or affected, and the rights of BGC under this Deed remain fully enforceable, notwithstanding the occurrence of any one or more of the following circumstances :
  - (i) the granting of any indulgence or concession at any time by BGC to the Debtor;
  - (ii) any variation of the Agreement, with or without the Guarantor's prior knowledge;
  - (iii) any compromise, release, discharge, waiver or variation of any right by BGC;
  - (iv) the fact that monies payable by the Debtor to BGC may not be recoverable or may cease to be recoverable in whole or in part;
  - (v) the existence now or at any future time of any legal disability in the Debtor or the Guarantor or any person named as a Guarantor;
  - (vi) the death of a person named as a Guarantor (in which case his or her estate shall have continuing liability under this Deed);
  - (vii) the bankruptcy of a person named as a Guarantor, or any Deed of Arrangement, assignment or composition entered into for the benefit of creditors of such a person;
  - (viii) the fact that one or more of the persons named as a Guarantor may never execute this Deed or that the execution of this Deed by any one or more of such Guarantor (other than the persons sought to be made liable hereunder) is or may become unenforceable;
5. The Guarantor must indemnify and keep indemnified BGC against all costs and expenses incurred by BGC in respect of any breach by the Debtor in performing in accordance with the terms and conditions of the Agreement, and must pay all costs and expenses incurred by BGC in respect of any breach by the Guarantor of the terms and conditions of this Deed, including all legal expenses on a solicitor/client basis incurred in enforcing the terms and conditions of this Deed.
6. If any payment made to BGC and later avoided by any statutory provisions is deemed not to have discharged the Guarantor's liability, then BGC, the Debtor and the Guarantor are restored to the rights and liabilities which each respectively would have had if the payment had not been made.
7. The Guarantor must not prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment or in respect of the appointment of any liquidator, administrator, receiver or trustee until BGC has received 100 cents in the dollar in respect of monies owing by the Debtor to BGC and the Guarantor must hold in trust for BGC such proof and claim and any dividend received thereon.

8. BGC may :
  - (a) seek from a credit reporting agency reports containing personal information about the Guarantor in order to assess whether to accept the Guarantor as a guarantor in the respect of credit applied for by or provided to the Debtor and for that purpose, may disclose personal information about the Guarantor (as prescribed in the Privacy Act) to that agency ; and
  - (b) give to and seek from any credit providers named in a credit report issued by a credit reporting agency information about the Guarantor's credit arrangements as allowed in the Privacy Act.
9. The Guarantor hereby charges all land owned or in the future acquired by Guarantor to secure payment of all monies which are or may become owing under the Agreement and/or this Deed and -
  - (a) consents to an absolute caveat being registered by BGC at any time in respect of such land;
  - (b) must enter into a mortgage in respect of such land immediately upon request of the Authorised Representative defined in the Application, such mortgage containing standard clauses prepared by BGC's solicitors, a copy of which is available for inspection at BGC's office, corner Cook Street and Vulcan Road, Canning Vale.
10. BGC is not obliged to take any action or give notice to the Debtor or to make demand against the Debtor before claiming against the Guarantor.
11. This Guarantee binds the personal representatives, assigns, transferees, or successors of the Guarantor.
12. BGC may at any time assign all or any of the benefits and advantages of this Guarantee to any person as it thinks fit without prior notice to the Guarantor.
13. The Guarantor shall pay all duties, fees and expenses associated with the grant of this Guarantee, and the registration of any caveats, withdrawals of caveats, mortgages or discharge of mortgages and stamp duty.
14. The Guarantor acknowledges that each person named as a Guarantor has had full and ample opportunity prior to the execution of this Deed to obtain independent legal advise as to the extent of this Deed.
15. A statement in writing signed by any officer, employee or agent of BGC as to any matter or as to any amount payable to BGC pursuant to this Deed as at the Date set out in the Statement is conclusive evidence of that amount, except in the case of manifest error.
16. This Deed continues to bind the Guarantor notwithstanding any changes which may from time to time take place in the composition, shareholders or partners of the Debtors.
17. BGC may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor refuse credit or supply of goods and/or services to the Debtor.
18. Any demand note or document to be served on the Guarantor may be served by delivering or posting it to the Guarantor at the address or at each address stated above provided however that the making of such a demand is not a condition precedent to any liability hereunder.
19. This Deed shall be construed according to the laws of Western Australia.
20. The Guarantor agrees to submit to the exclusive jurisdiction of the courts of Western Australia.
21. The Guarantor irrevocably waives any objection to the venue of any legal process selected by BGC.
22. The Guarantor irrevocably waives any immunity in respect of its obligations under this Deed that it may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service notice, attachment prior to judgement, attachment in aid of execution or execution.
23. If any of the persons named as Guarantor executes this Deed as the trustee of any trust (the "Trust"), such Guarantor is liable for the performance of all covenants contained in this Deed and agrees that BGC's right of recourse under this Deed will not be limited to that person's assets, but extend to the assets of the trust.

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
by the Guarantor

in the presence of :

|  |   |           |
|--|---|-----------|
| <p><b>X</b> _____<br/>(signature of Guarantor)</p> | <p><b>X</b> _____<br/>(signature of witness)</p> <p>_____</p> <p>(full name and address of above witness)</p> | <p>of</p> |
| <p><b>X</b> _____<br/>(signature of Guarantor)</p> | <p><b>X</b> _____<br/>(signature of witness)</p> <p>_____</p> <p>(full name and address of above witness)</p> | <p>of</p> |
| <p><b>X</b> _____<br/>(signature of Guarantor)</p> | <p><b>X</b> _____<br/>(signature of witness)</p> <p>_____</p> <p>(full name and address of above witness)</p> | <p>of</p> |
| <p><b>X</b> _____<br/>(signature of Guarantor)</p> | <p><b>X</b> _____<br/>(signature of witness)</p> <p>_____</p> <p>(full name and address of above witness)</p> | <p>of</p> |