

M.B. PRE-FAB FRAMING PTY. LTD.

ABN: 37 005 377 953

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Geelong 3220
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CREDIT APPLICATION & SUPPLY AGREEMENT

Please ensure this document is completed in full and the original returned to M.B. Pre-Fab Framing Pty Ltd so that your application can be processed.

TO: M.B. Pre-Fab Framing Pty Ltd

I, We _____

(Full names of Company, Partners or Individual)

Trading As _____

(Business Name Only)

(Hereinafter called "the Purchaser") hereby request that you allow me / us credit in respect of payment for such goods as may be sold and or delivered to me / us at my / our request and not to require immediate payment upon delivery of goods or the provision of such services and in consideration of you so doing and in order to induce you, in your discretion, to grant such credit facilities to me / us. I /We represent and warrant to you that the particulars set out below are true and correct in every particular and I/ we agree with you as in hereinafter set out and we accept the terms and conditions upon which you may supply goods and services as set out herein.

Account Type (please circle): **Company** / **Partnership** / **Sole Trader**

Trading Address: _____

Suburb _____ Postcode: _____

Address For Accounts And Notices: _____

Suburb: _____ Postcode: _____

Mobile (1): _____ Mobile(2): _____

Phone: _____ Fax: _____

Email: _____

Advantage Card Membership Number: _____

MB Office Use: Approved / Not Approved Credit Limit.....

CREDIT APPLICATION & SUPPLY AGREEMENT

Full Names and Addresses of Directors / Applicants

(1) _____

(2) _____

(3) _____

Estimated Monthly Requirements: _____ Date: _____

ABN: _____

Credit Officer: _____ Phone: _____

Bank: _____ Branch: _____

Trade References *One reference must be from a timber supplier*

1. _____ Fax: _____ Phone: _____

2. _____ Fax: _____ Phone: _____

3. _____ Fax: _____ Phone: _____

Company Account Details

Registered Office: _____ Suburb: _____ Postcode: _____

State In Which Company Incorporated: _____ Date Of Incorporation: _____

Is Company A Subsidiary? _____ If So, Name Of Holding Company: _____

How Long Has Company Been Trading: _____ Type of Business: _____

CREDIT APPLICATION & SUPPLY AGREEMENT

PURCHASE AGREEMENT

1. The manufacture and or supply of goods ordered commence upon confirmation of acceptance of the quotation and a purchase order.
2. Time shall not be of the essence of the Contact and delivery dates quoted are estimates only. M.B. Pre-Fab Framing Pty. Ltd. shall not be liable for late delivery or any consequential loss that may follow therefrom. It is the Purchasers responsibility to ensure suitable and clear access to the delivery site. If determined as unsuitable by M.B. Pre-Fab Framing Pty. Ltd. then another delivery fee will apply on any re-deliveries.
3. The Purchaser shall supply in writing or by way of a plan or drawing, details of all spans, pitch and / or pitches, and shall assume all responsibility for the accuracy of same. M.B. Pre-Fab Framing Pty. Ltd. shall not be liable for any loss or defect ensuring from any inaccuracy in documents supplied by the Purchaser for the performance of the agreement or preparation of the quotation. The Purchaser must inform M.B. Pre-Fab Framing Pty. Ltd. in writing of any changes from the original quotation, prior to the commencement of manufacture.
4. The Purchaser shall be present at the place and time of delivery of the goods as hereinafter provided. Failure by the Purchaser to so attend shall not be oblige M.B. Pre-Fab Framing Pty. Ltd. to complete delivery of the goods but M.B. Pre-Fab Framing Pty. Ltd. shall be deemed to have effected delivery upon tender of goods.
5. It is the responsibility of the Purchaser to ensure that details, sizes and quantities of the quotation are correct prior to placement of an order, as any extras will incur an extra cost.
6. No condition or warranty implied by law, equity or statute shall apply to this agreement.
7. M.B. Pre-Fab Framing Pty. Ltd. will not be liable for any defect or failure in goods supplied or any act or omission of its servants whether negligent or otherwise in carrying out work required for delivery, lifting or fixing of the goods unless:
 - a) Any claim is to be made in writing within seven (7) days of delivery;
 - b) Roof claddings are as mentioned in quote;
 - c) Trusses are spaced as per quotation;
 - d) Trusses are not altered after delivery;
 - e) Trusses are slung from parallel joints;
 - f) Trusses are supported on fixing at the junction of the top and bottom chords or in the cases of cantilevered trusses under the junction of the bottom cord and the cantilever web member;
 - g) Trusses are erected as per truss layout supplied to the Purchaser;
 - h) The Purchaser contacts M.B. Pre-Fab Framing Pty. Ltd. and advises same of any change which could impair the structural efficiency of a roof or wall frame and seeks advice of M.B. Pre-Fab Framing Pty. Ltd. , and follows same;
 - i) Before extra work is carried out on either wall frames, roof trusses and floor trusses (in the case of supply only) to remedy an alleged defect, written consent must be obtained from M.B. Pre-Fab Framing Pty. Ltd.
8. This account is payable 30 days from the end of each month and this will be strictly adhered to.

CREDIT APPLICATION & SUPPLY AGREEMENT

PURCHASE AGREEMENT

9. To secure payment of all monies which may become payable by the Purchaser to MB Pre-Fab Framing Pty Ltd hereby charges with the due payment of those monies all of the Purchaser's interest in real property both present and future and the Purchaser consents MB Pre-Fab Framing Pty Ltd lodging a caveat or caveats noting its interest pursuant to such charge. The Purchaser hereby agrees to indemnify MB Pre-Fab Framing Pty Ltd of all legal costs and fees in respect to such charge and caveat.
10. A monthly accounting charge of 3% will apply to all outstanding accounts.
11. M.B. Pre-Fab Framing Pty. Ltd. will not be liable for ANY loss of wages or materials by any subcontractor(s) working on the proposed site.
12. Property of the goods sold, shall not pass to the Purchaser until payment in full of the invoice, and the goods remain liable to repossession by the vendors in the event of non-settlement of the invoice within normal trading terms as specified on the invoice.
13. If for any reason there is a cancellation of an order or orders that is not directly due to any reason caused by M.B. Pre-Fab Framing Pty. Ltd., there will be a cancellation cost, which will be determined by the amount of work that has been performed by M.B. Pre-Fab Framing Pty. Ltd. up to the time of the cancellation. Any cancellations must be in writing.

Terms are strictly 30 days. I agree to ensure that the settlement of the account is forwarded within 30 days of the end of the month in which the appropriate orders have been invoiced

Privacy Act 1988

1. The Purchaser and Guarantor(s) are informed that personal information (including an opinion) relating to the Purchaser and Guarantor might be disclosed by MB Pre-Fab Framing Pty Ltd to a credit reporting agency
2. The Purchaser and Guarantor agree:
 - a) To MB Pre-Fab Framing Pty Ltd obtaining from a business which provides information about the commercial credit worthiness of persons information concerning any commercial activities or commercial credit worthiness and using that information for the purpose of assessing this application.
 - b) To any credit reporting agency giving MB Pre-Fab Framing Pty Ltd a credit provider any credit report or record or information that has any bearing on the credit worthiness, credit standing, credit history or credit capacity of the Purchaser and Guarantor for any of the following purposes:
 - I. To access an application by the Purchaser or Guarantor for credit.
 - II. To notify other credit providers of a default by the Purchaser or Guarantor.
 - III. To exchange information with other credit providers as to the status of the account where I am in default with another credit provider
 - IV. To assess the credit worthiness of the Purchaser and Guarantor at any time.

The Purchaser and Guarantor hereby agree to the above and to be bound by all the company's terms and conditions as set out above and it expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

Signature 1 _____ Ph: _____

Signature 2 _____ Ph: _____

Signature 3 _____ Ph: _____

CREDIT APPLICATION & Quotation Acceptance Slip – Extensions & Inclusions

Deliveries: There are certain areas that are subject to a “NO GO ZONE”. Any site that has overhead power lines within 6.4 metres of the delivery point is one of these and can incur an extra cost for those services as the law states that a “qualified” spotter is required. Please refer to the **Overhead power lines / NO GO ZONE** diagram at right. All prices quoted are quoted *delivered to site*.

Cranes: If a crane is required, it will be at the cost of the purchaser / builder. The transport contractor and M.B. Pre-Fab Framing will endeavour at *all* times to meet the required times of a crane, but neither will be held responsible for any costs incurred by the purchaser / builder, if late.

Lifting to top plate: If we are requested to lift our product to “top plate” or “floor”, it will *entirely* up to the discretion of the driver to deem it not just safe to do so, but possible to do so. The purchaser / builder or their representative must be present at the time and are fully responsible for assuring that the building is safe, sound and braced correctly. If the driver deems it not possible to get in close enough or do so in a safe manner, **it will not be performed**. All sites must be clear and accessible for the delivery driver. If a delivery has to be re-done for any reason which is out of the control of M.B. Pre-Fab Framing or the transport company, an extra delivery cost will be incurred by the builder. If the conditions of the site require the job to be unloaded by “hand”, the purchaser / builder is to supply labour to assist.

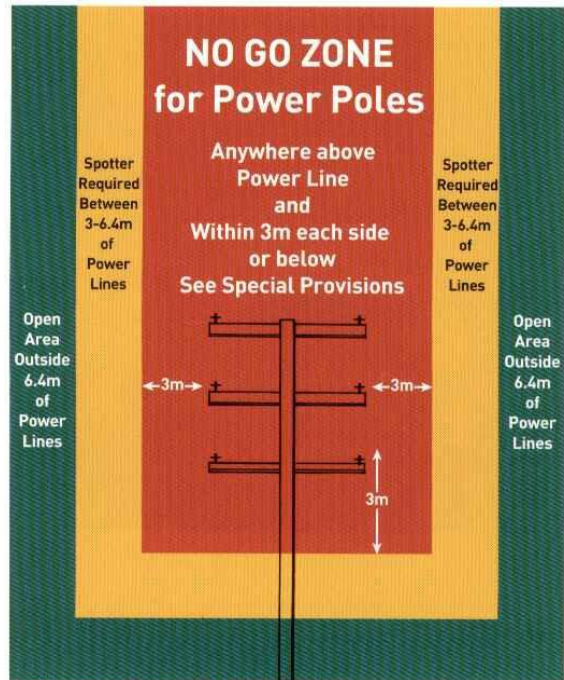


Diagram from WorkSafe's No Go Zones for Overhead Electrical Powerlines brochure

Escorts & Permits: One or both of these are required when a job is over 2550 mm wide along the coastal roads and if over 3500 mm wide along certain other roads. The route to be taken is *determined* by the Vic Roads and is out of M.B. Pre-Fab Framing's control. If an extra cost is incurred due to the Vic Roads changing the route, those costs will be passed onto the purchaser / builder.

Quotations: Quotations are valid for 30 days from the date shown on the quote. If you are wishing to place an order and the quote is not valid due to the expiry of the 30 days, the quote will automatically have to be updated. If it is within the 30 days and the price of timber, nail plates, labour or delivery costs have increased, the price *will be* honoured.

If you require a variation or an addition to the job ordered, it has to be submitted in writing and *any* extra costs will be passed onto the purchaser / builder. Once an order has been accepted by M.B. Pre-Fab they reserve the right if certain *timber grades or sizes* are not available due to market conditions and M.B. Pre-Fab Framing is to incur extra costs, those extra costs will be passed on once the purchaser / builder has been informed. If it is not acceptable by the purchaser / builder to pay those extra costs, M.B. Pre-Fab Framing reserves the right to withdraw from their commitment to manufacture that job.

I understand that these extensions and inclusions form part of my 30 day account agreement with MB Pre-Fab Framing.

Client's signature of acceptance: Date

Client Name / Company Name:

PERSONAL GUARANTEE
(Company accounts only)

To: **M.B. Pre-Fab Framing Pty Ltd** "The Supplier" of **15-17 Leather Street, Breakwater**

Purchaser: _____

Purchaser's (Full Names)

1. _____

2. _____

3. _____

Should the Application for Credit be approved in favour of the Purchaser whose name appears hereon, then we, the signatories to this document ("the Purchasers") hereby guarantee to you the Supplier the due and punctual payment and performance by the Purchaser of all its obligations and other liabilities in respect to all the contracts entered into with you and in addition, we agree, undertake and acknowledge to be bound by the terms and conditions of credit herein and further;

1. That the Guarantors of the Purchaser hereby agree that this Guarantee shall be continuing one in favour of the Supplier in respect to all debts, losses, payments, damages and other expenses to which the Supplier is entitled and that each signatory hereto shall be jointly and severally liable for such payments and other obligations.
2. In the event of any default by the Purchaser we hereby charge all land owned by us from time to time with payments of any amounts overdue by the Purchaser and hereby authorise you to register such charge or caveat such land to better secure such moneys due pursuant to this guarantee and further indemnify and guarantee payment to you all legal costs in respect to the charge and caveat.

Dated _____

Signed by the Guarantor

In the presence of

Guarantor's Signature

Adult Witness Signature

Print Name

Print Name

Guarantor's Signature

Adult Witness Signature

Print Name

Print Name