

APPLICATION FOR A CREDIT ACCOUNT

Account Required:

Chain Applications Pty Ltd operates through five lifting companies: The Rigging Shed, Lifting Victoria, On Call Lifting, Elevate Lifting & Rigging and Schillings Hoisting Equipment.

TRS

LV

OCL

ELR

SHE

Company Details

Note: if the Company acts as or is associated with a Trust/Nominee company then the provision of personal guarantee/s from the Trust Beneficiary / Beneficiaries are required to process this application. Refer page 6 & 7.

Company

Partnership

Sole trader

Trust

Other:

Registered business name:

Trading name:

ABN:

Commenced business on:

Postal address:

Street address:

Delivery address: *please write 'as per purchase order' if you have multiple site locations.*

Nature of business:

Phone:

Email:

Primary Contact:

Mobile:

Directors: (full name and residential addresses of all the Directors/Partners/Proprietors)

1.

2.

3.

Have the applicants/directors ever been registered under any part of the Bankrupt Act?

Yes

No

Required monthly credit \$AUD:

Note: Chain Applications Pty Ltd periodically reviews its credit limits. Any change will be advised in writing.

Accounts Contacts

Note: Invoices and statements are sent electronically by e-mail.

Name:

Email:

Phone:

Invoices

Statements

Name:

Email:

Phone:

Invoices

Statements

Trade References

Note: References must be non-related corporation.

1.

Phone:

Email:

2.

Phone:

Email:

3.

Phone:

Email:

CHAIN APPLICATIONS PTY LTD

ABN 48 098 941 578

GENERAL TERMS AND CONDITIONS EFFECTIVE FROM 1 SEPTEMBER 2021

These terms and conditions, including any Credit Limits set by the Company, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means. Unless or except specifically excluded herein, the Company and the Customer retain any rights and remedies available to them in any prior or pre-existing agreement.

DEFINITIONS

- 1) In these terms and conditions:
 - a) **“Collateral”** means all goods supplied by the Company to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a Security Interest.
 - b) **“Company”** means Chain Applications Pty Ltd (ACN 098 941 578)
 - c) **“Customer”** means any person or corporation who requests Goods and/or Services from the Company and if related, the Applicant in the Application for Credit Account and if the Customer is greater than one person, each of them jointly and severally.
 - d) **“Goods”** means any good/s and/or product/s supplied by the Company to the Customer.
 - e) **“Proceeds”** is the meaning given in the PPS Act.
 - f) **“PPS Act”** means the *Personal Property Securities Act 2009 (Cth)*.
 - g) **“Quotation”** means any tax invoice and/or quotation issued by the Company containing the price of the Goods and Services to the Customer.
 - h) **“Security Interest”** means a security interest under the PPS Act and/or any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives creditor priority over unsecured creditor in relation to any property.
 - i) **“Services”** means services supplied by the Company to the Customer.

INTERPRETATION

- 2) These terms and conditions apply to all Goods and/or Services offered by the Company. Any reference/s to “we”, “us” and “our” means the Company. Any reference/s to “you” and “your” means the Customer.

ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3) Completing the Credit Application does not infer that credit will be granted.
- 4) In the event the Company grants the credit application, it reserves the right to refuse credit to any applicant at its discretion.
- 5) The Company reserves the right to suspend or withdraw credit facilities at any time without notice at its discretion.
- 6) A Quotation issued by the Company to the Customer is an offer from the Company to the Customer to enter a contract for the provision of the Goods and/or Services. The Customer may accept this offer:
 - 7) Expressly, either orally or (preferably) in writing; or
 - 8) By the Customer’s conduct in giving the Company further instructions in relation to this matter without first notifying the Company in writing that the Customer does not accept these Terms and Conditions.
- 9) The Company has the right to amend this Quotation at any time before acceptance of the Quotation by the Customer.
- 10) The Company may terminate this agreement, provided 30 days written notice is provided to the Customer. Such termination will not jeopardize the Company’s rights including the right to be paid or to recover the Goods and/or Services.
- 11) If the Customer submits any other terms and conditions to the Company, whether with an order for Goods and/or Services, they are not agreed by the Company.

PAYMENT TERMS

- 12) Unless otherwise agreed in writing by Chain Applications, the Customer must pay for the Goods and/or Services supplied by Chain Applications in full within 30 days from the end of the month in which Chain Applications issues the invoice. All payments are to be made on or before the due date as a condition precedent to future deliveries or supplies under these Conditions or any other contract. If Chain Applications must take steps or action to recover any amount due to it, the Customer will be responsible for all costs (as between solicitor and own client) and disbursements incurred by Chain Applications in recovering the monies due. Accounts payments are not subject to any settlement discount.

RETENTION OF TITLE

- 13) All Goods supplied by the Company shall be at the Customer's risk from the time of on loading at the Company's premises.
- 14) The legal and equitable title of the Goods will not pass from the Company to the Customer until the Customer has paid all moneys owed to the Company on any account whatsoever.
- 15) The Company reserves the right to enter upon any premises for the purposes of repossessing the Goods. The right to repossess is without prejudice to any other rights of recovery otherwise available.
- 16) Until all Goods are paid for in full, the relationship of the Customer to the Company shall be as a fiduciary in respect to the Goods and accordingly, the Customer shall store the Goods in such a way that they can be recognised as the property of the Company and, if the Goods are sold by the Customer, the Company shall have the right to trace to proceeds thereof.

PPS ACT

- 17) The Customer acknowledges that:
 - a) The supply of the Goods under this agreement gives rise to a Security Interest in the Goods in favour of the Company being a Purchase Money Security Interest;
 - b) the Company's rights and interest in Proceeds derived from the Goods constitute a Purchase Money Security Interest in such Proceeds;
 - c) Title in the Goods does not pass to the Customer until the purchase price for the Goods is taken to be fully and finally paid;
 - d) If, notwithstanding paragraph (c), the Customer sells or otherwise disposes of the Goods before the purchase price for the Goods has been fully and finally paid, it does so as the Company's fiduciary agent and the proceeds of such sale or other disposal are also property of the Company and are held by the Customer on trust for the Company.
- 18) The Company may, at the Customer's expense, register any Security Interest granted under this agreement on the Register in any manner it chooses. The Customer must provide the Company with any information it requires for the purposes of effecting such registration.
- 19) Upon notice by the Company, the Customer agrees to take such steps as the Company reasonably requires to perfect and otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement.
- 20) The Customer and the Company agree to contract-out of the PPS Act in accordance with section 115 of the PPS Act to the extent that the section applies for the benefit of, and does not impose a burden on, the Company.
- 21) The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by the Company in respect of the security interest created by these terms and conditions.
- 22) The Customer agrees to notify the Company of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship **7 days prior** to any such change taking effect.
- 23) The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other Security Interest in the collateral.
- 24) The Customer agrees to reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement or any other document in respect of any security interest under this agreement.

DELIVERY

- 25) Orders will be available for collection by the Customer's nominated carrier and at the Customer's expense. If Chain Applications agrees to deliver the Goods to the customer, the Customer acknowledges that it must pay a delivery charge as deemed reasonably necessary by Chain Applications in its sole discretion. Delivery dates provided by Chain Applications Pty Ltd are estimates only. Chain Applications Pty Ltd will not be held accountable for late deliveries or loss or damage relating to late deliveries. Chain Applications shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay or failure to deliver supply whether in whole or part.

RETURNS AND CANCELLATIONS

- 26) Subject to any rights the Customer may have under the Australian Consumer law the Customer may only cancel orders or return Goods for credit with the prior written approval of Chain Applications and any Goods specifically manufactured, processed, or purchased on behalf of the Customer, that meet the Customer's specific request may not be returned. Unless the Customer is returning the Goods due to an error by Chain Applications or because the Customer is entitled to do so under the Australian Consumer Law, Chain Applications will charge the customer the restocking fee to return the Goods. The Customer must return the Goods in the same re-saleable condition as when they were originally sold and is responsible for any costs of return it incurs.

WARRANTIES

- 27) All warranties and certificates relating to goods supplied or repaired by Chain Applications will be withheld if payment terms and conditions are not adhered to.

RISK

- 28) Notwithstanding Retention of Title provision, the risk in Goods and/or Services purchased shall pass to the Customer upon delivery to the Customer or its agent or a carrier nominated by the Customer.
- 29) If any of the Goods are damaged or destroyed prior to the title in them passing to the Customer, the Company is entitled, without affecting any other rights and remedies under any agreement, to any insurance proceeds payable for the Goods.

LIMITATION OF LIABILITY

- 30) The liability of the Company to the Customer for any reason related to the performance of Goods and/or Services under this agreement shall be limited to the replacement or repair of the Goods or the amount paid or payable by the Customer in respect of the particular Goods and/or Services.

GST

- 31) GST maybe payable on certain supplies of Goods and/or Services.
- 32) If prices of the Goods and/or Services do not expressly state that the prices include GST then the Customer will be liable to pay the Company the Goods and/or Services plus the GST amount.

TERMINATION

- 33) The Company may suspend performance or cancel the Terms and Conditions without any liability, if the Customer breaches its terms or if the Customer's business fails. The Customer's business will be treated for the purpose as having failed if:
 - a) The Customer makes any voluntary arrangement with its creditors;
 - b) (being an individual or firm) the Customer becomes bankrupt;
 - c) (being an individual or firm) the Customer becomes subject to an administration order;
 - d) Any third party takes possession of, or enforces rights over any of the Customer's property or assets under any form of security;
 - e) The Customer stops or threatens to stop carrying on business; or
 - f) The Company reasonable believes that any of the events mentioned above is about to occur and the Company notifies the Customer accordingly.
- 34) Any right of cancellation or suspension under this section is in addition to any rights available to the Company under the law of any relevant jurisdiction.

GENERAL

- 35) The Company accepts no responsibility for changes in any law which may affect the supply of Goods and/or Services.
- 36) The invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.
- 37) The Customer acknowledges that all purchases are made relying solely upon the Customer's own skill and judgment.

The Company is committed to protecting your privacy. Its policy is to comply with the National Privacy Principles for the handling of personal information as set out in the Privacy Act, 1988. In accordance with those principles, and with the Company's Privacy Policy, persons will be given access to their personal information upon request. The Company uses the types of personal information collected, to enable it to supply customers with its products and services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, assessing its risk in, and collecting debts. This information may be disclosed to the Company's associated or related entities, parties related to the Customer's employment (e.g. referees and others as set out herein) contractors, other credit providers, whether or not an account is overdue and, if necessary, its risk insurers, debt collectors and credit reporting agencies. If all or part of the information requested is not provided, the Company may not be able to consider any application or to provide credit facilities. Customers who have any concerns about the Privacy Policy are requested to direct them to the Company.

GOVERNING LAW

This contract shall be governed by the laws of the State, and the Customer submits to the non-exclusive jurisdiction of the Courts of that State.

ACCEPTANCE

- 38) Acceptance by the Customer of these Conditions, as amended by Chain Applications from time to time, may be by any one of the following ways:
- a) by signing and returning a copy of these Conditions.
 - b) by performing an act that is done with the intention of adopting or accepting these conditions, including but not limited to ordering Goods and/or services after these Conditions are made available to the Customer or (as applicable) after the most recently amended version of these Conditions are made available to the Customer.

ACCEPTANCE

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of me or any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, for purposes including but not limited to;

- a) passing the information on to a credit reporting agency,
- b) passing the information on to a debt collector,
- c) obtaining further personal information, including consumer and/or commercial credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.

I/We declare that the information provided above is correct and I hereby apply for credit facilities for the purchase of goods and services from Chain Applications Pty Ltd. I understand that credit facilities may be withdrawn on overdue accounts without notice and at the discretion of Chain Applications.

I/We are duly authorized to agree to these Conditions.

Signed:	Signed:
Position:	Position:
Full Name:	Full Name:
Date:	Date:

Please kindly return your completed account application by email to accounts@theriggingshed.com.au.

If you require a **local** account with only one of the five Chain Applications companies, please return your completed account application directly to The Rigging Shed, Lifting Victoria, On Call Lifting, Elevate Lifting & Rigging or Schillings Hoisting Equipment with who you require the account with.

CHAIN APPLICATIONS PTY LTD

ABN 48 098 941 578

PERSONAL GUARANTEE, INDEMNITY & SECURITY AGREEMENT

IN CONSIDERATION OF (Chain Applications Pty Ltd ACN: 098 941 578) and its associated and related entities (all of which are hereinafter referred to as 'the Company') granting the Customer (as named in the Application for 30 day from End of Month Credit Account and which forms a part of this document) trade credit,

I/WE GUARANTEE payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with you.

I/WE HEREBY AGREE & ACKNOWLEDGE:

1. That this is a continuing guarantee and,
2. To indemnify you against all loss or damage arising from any past, present or future dealing with the Customer or any of us,
3. That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,
4. That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a Deed of Company Arrangement and,
5. That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether all intended signatories execute this guarantee and,
6. That the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,
7. That this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from the Company that we are released from our obligations and liabilities under this guarantee.
8. That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
9. That I/we indemnify the Company against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer and,
10. That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,
11. To notify you of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship **7 days prior** to any such change taking effect.
12. To grant, and that the company may register on the Personal Property Securities Register, a security interest in the form of a Purchase Money Security Interest in this guarantee and that such security interest shall include all present and after-acquired property.
13. To reimburse the Company for any costs and/or expenses incurred or payable by the Company in relation to registering, maintaining, or releasing any financial statement or any other document in respect of any security interest under this agreement.

I/We hereby charge in your favour all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us and consent to the lodging by the Company of a caveat or caveats which note your interest in or over any such land or other caveatable property.

I/We further agree that this agreement shall be governed by and construed in accordance with the laws of the state of Victoria and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of New South Wales.

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, including but not limited to;

1. passing the information on to a credit reporting agency
2. passing the information on to a debt collector

3. obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.

GENERAL

1. "I" and "We" and "us" means each of the Guarantors jointly and severally.
2. The invalidity or unenforceability of any provision of this Guarantee and Indemnity shall not affect the validity or enforceability of the remaining provisions.
3. Clerical errors are subject to correction and do not bind the Company.

ACCEPTANCE

I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.

Guarantor:	Guarantor:
Full Name:	Full Name:
Signature:	Signature:
Driver's License:	Driver's License:
Date of Birth:	Date of Birth:
Witness Name:	Witness Name:
Signature:	Signature:
Date:	Date: