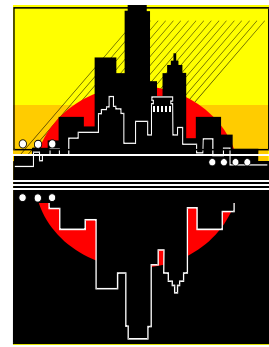


Super City Concrete Cutting Pty Ltd
ABN 21 435 536 098
ACN 079 415 151
9 Albert Street,
Moolap VIC 3221
Ph (03) 5248 8009 - Fax (03) 5248 8010
Email supercity@bigpond.com
Web www.supercity.com.au



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

DATE: _____ _REF No. _____

Super City Concrete Cutting

CLIENT'S TRADE NAME: _____

CLIENT'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

COMMERCIAL CLIENTS ONLY

ABN/ACN Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Super City Concrete Cutting Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (SCCC): _____ **SIGNED (CLIENT):** _____

Name: _____ Name: _____

Position: _____ Position: _____

ID: _____ DOB: _____

WITNESS TO CLIENTS SIGNATURE:

Signed: _____ Name: _____ Date: _____

Personal/Director's Guarantee and Indemnity

IN CONSIDERATION of Super City Concrete Cutting Pty Ltd and its successors and assigns ("SCCC") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") *[Insert Company Name In Box Provided]*

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to SCCC of all moneys which are now owing to SCCC by the Client and all further sums of money from time to time owing to SCCC by the Client in respect of goods and services supplied or to be supplied by SCCC to the Client or any other liability of the Client to SCCC, and the due observance and performance by the Client of all its obligations contained or implied in any contract with SCCC. If for any reason the Client does not pay any amount owing to SCCC the Guarantor will immediately on demand pay the relevant amount to SCCC.
- HOLD HARMLESS AND INDEMNIFY** SCCC on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, SCCC in connection with:
 - the supply of goods and/or services to the Client; or
 - the recovery of moneys owing to SCCC by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to SCCC's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - moneys paid by SCCC with the Client's consent in settlement of a dispute that arises or results from a dispute between, SCCC, the Client, and a third party or any combination thereof, over the supply of goods and/or services by SCCC to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to SCCC by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on SCCC's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to SCCC, each Guarantor shall be a principal debtor and liable to SCCC accordingly.
- If any payment received or recovered by SCCC is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SCCC shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to SCCC.**
- I/we irrevocably authorise SCCC to obtain from any person or company any information which SCCC may require for credit reference purposes. I/We further irrevocably authorise SCCC to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with SCCC as a result of this Guarantee and Indemnity being actioned by SCCC.
- The above information is to be used by SCCC for all purposes in connection with SCCC considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

- Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**