



ABN: 31 120 135 643

Application for Credit

Instruction Page

Please find attached our application for credit form. Instructions are as follows -

- Complete all sections of the form
- Provide the telephone number and **email address** for your trade references.
- Sign where indicated on Page 3
- Ensure all pages are initialled at the bottom
- **Provide a copy of the front & back of your Drivers Licence**
- Trusts and Companies **must** complete and sign the Guarantee and Indemnity on page 8 and the signature be witnessed by an independent person
- **Post or drop in the original form** to 280 Old Northern Road Everton Hills QLD 4053 including attachments requested.
- **Account terms are strictly Nett 30 Days – 30 days from the end of the month**
- Special invoicing requirements to be listed on page 9

Please email completed application to accounts.receivable@stevejones.com.au for processing and return original copy to 280 Old Northern Road Everton Hills QLD 4053.

Our accounts receivable contact is available on 07 3353 3566 or email accounts.receivable@stevejones.com.au for assistance if you have any queries. Once the original form is received and processed, a letter will be emailed to notify acceptance of the account. This letter will include all necessary information i.e. bank account details, contacts, etc.

Kind regards

Steve Jones Hardware



LANDSCAPE
RENOVATE
BUILD
HIRE

EVERTON HILLS
Cnr Collins & Old Northern Rds
PH 3353 3566

APPLICATION FOR CREDIT

ABN: 31 120 135 643

CUSTOMER:

Are you a: (tick) Sole Trader Partnership Trust Private Company (Pty Ltd)

Registered and/or Trading Name: _____

Registered Office Address: _____

ACN: _____ ABN: _____

QBCC Licence Number: _____ GST Registered: Y / N

Postal Address: _____ Post Code: _____

Business Address: _____ Post Code: _____

Telephone Number: _____ Facsimile Number: _____

Mobile Number: _____ Accounts Contact: _____

Email Address: _____

Amount of Monthly Credit Required: \$ _____

Type of Business: _____

How long established: _____

Bank: _____ Branch: _____

BSB: _____ Account No.: _____

Buying Group: _____

TRADE REFERENCES (Three major suppliers)

1. _____

Phone: _____ Fax: _____ Email: _____

2. _____

Phone: _____ Fax: _____ Email: _____

3. _____

Phone: _____ Fax: _____ Email: _____

FULL NAMES AND ADDRESSES OF ALL DIRECTORS, SHAREHOLDERS, PARTNERS AND SOLE TRADERS

1. Name: _____

Personal Address: _____

Mobile: _____ Date of Birth: _____

Email Address: _____

Driver's Licence: _____ Please attach a copy of the front and back of your licence

Residence: Own Renting Mortgage to: _____

2. Name: _____
 Personal Address: _____
 Mobile: _____ Date of Birth: _____
 Email Address: _____
 Driver's Licence: _____ Please attach a copy of the front and back of your licence
 Residence: Own Renting Mortgage to: _____

3. Name: _____
 Personal Address: _____
 Mobile: _____ Date of Birth: _____
 Email Address: _____
 Driver's Licence: _____ Please attach a copy of the front and back of your licence
 Residence: Own Renting Mortgage to: _____

4. Name: _____
 Personal Address: _____
 Mobile: _____ Date of Birth: _____
 Email Address: _____
 Driver's Licence: _____ Please attach a copy of the front and back of your licence
 Residence: Own Renting Mortgage to: _____

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:
 a) If this application is accepted by STEVE JONES INVESTMENTS PTY LTD, all the application's provisions including the STEVE JONES INVESTMENTS PTY LTD Terms and Conditions of Sale as amended from time to time will be binding on me/us; and
 b) I/We have been given and have read and understood STEVE JONES INVESTMENTS PTY LTD current Terms and Conditions of Sale prior to completing this application.

DECLARATION FOR THE UNIFORM CONSUMER CREDIT CODE:

I/We declare that the credit to be provided to me/us by STEVE JONES INVESTMENTS PTY LTD is to be applied wholly or predominately for business and /or investment purposes.

Important: You should not sign this declaration unless this loan is wholly or predominately for business and/or investment purposes. In signing this declaration you may lose your protection under the Consumer Credit Code.

Signature: _____ **Date:** _____
 (Signed for and on behalf of the Consumer)

APPLICATION:

Upon STEVE JONES INVESTMENTS PTY LTD allowing me/us to trade on credit, I/we agree, declare and acknowledge that STEVE JONES INVESTMENTS PTY LTD's Terms and Conditions of Sale apply to all my/our dealings with STEVE JONES INVESTMENTS PTY LTD and I/we hereby agree to comply with the Terms and Conditions of Sale.

I/We further acknowledge that if I am/we are a corporation, provision of credit pursuant to this application may, at STEVE JONES INVESTMENTS PTY LTD absolute discretion, be subject to and conditional upon all of my/our directors executing the attaching Guarantee and Indemnity.

REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT:

I/We **HEREBY REPRESENT AND WARRANT** that the information set out in this application is true and correct **AND ACKNOWLEDGE** that STEVE JONES INVESTMENTS PTY LTD will rely upon the information provided and is hereby induced to grant credit to me/us.

TERMS AND CONDITIONS OF SALE – STEVE JONES HARDWARE, BRISBANE BLOCKS & PAVERS, TRADE DEPOT

1. The placing of an order either verbal or in writing by a Customer with STEVE JONES INVESTMENTS PTY LTD ("the Company") shall be deemed to constitute an agreement between the Customer and the Company on the terms and conditions hereinafter appearing, which terms and conditions shall contain the whole of the agreement between the Customer and the Company and no variation of the terms hereof shall be binding on or enforceable against the Company unless in writing and with written confirmation by a person authorised by the Company's management to give such written confirmation and no other employee of the Company nor any truck owner and/or driver under contract to the Company nor any other person shall have any authority to alter any or all of these conditions.
2. This Agreement is entered into in Brisbane, in the State of Queensland.
3. All quotations are valid for 7 days and are subject to the Terms and Conditions of Sale of the Company. The Company reserves the right to vary or rescind quotations at any time prior to the Customer ordering the goods the subject of such quotations. The Customer acknowledges that it has checked all quotations and is satisfied that the quotations include all the goods with the Customer requires and on which the Customer has requested the Company to quote and that the Company shall have no liability in respect of any omission or errors in its quotations in respect of the goods on which the Customer has requested it to quote.
4. It is the duty of the Customer to provide the Company with all information necessary for the fulfilling of any orders or for carrying out of these terms and conditions of sale and if any delay takes place on the part of the Customer in giving such information then the Company may at its option cancel any orders or rescind this agreement or charge the Customer any additional price for the delay. In the case of cancellation the Customer will be liable to the Company for any loss incurred in connection with any order or otherwise in terms of this agreement. To the extent to which the law permits, all the terms herein set forth are in lieu of and exclude all other conditions, guarantees or warranties expressed or implied, statutory or otherwise.
5. In no event will the Company be liable for any loss, injury or damage howsoever arising except as herein set forth and shall not on any account be liable:
 - a) In respect of consequential damage or loss to personal property arising out of alleged defects or the use to which the goods are put;
 - b) For loss or damage in excess of the price of the goods;
 - c) In relation to the demolition or re-construction of any structure or improvement into which the goods are incorporated;
 - d) In respect of any damage or loss resulting from the stacking or placing of the goods on the kerbside of the job address or on another site to which the Company agrees to deliver the goods pursuant to the terms of this agreement.
5. In the event of the Company being unable to carry out its obligations under this agreement due to war, strikes, accidents, vis major, plant and delivery equipment breakdowns, shortages of raw materials or an other cause beyond the Company's control the Company may at its option suspend performance or cancel the agreement.
6. While the Company will make every effort to deliver goods or perform its obligations by the time or date given by the Company, it will not be liable for loss arising because of delay in performance or delivery, it being understood that times or dates agreed for delivery or performance are business estimates only not contractual obligations by the Company.
7. Statements as to suitability, quality, fitness for purpose capacity or otherwise contained in any drawing, catalogue or specification or other documents issued by the Company shall not be regarded as forming part of the agreement resulting from acceptance of any orders unless specifically stated in writing by the Company.
8. Unless otherwise expressly stated sums payable under this agreement are due and payable in full, in accordance with the terms hereof (refer paragraph 19), on the dispatch of the goods from the Company's premises or, if the agreement between the Customer and the Company is for the Company to deliver the goods to the kerbside of the job address as provided in clause 12 hereof, then on such delivery. If the Customer fails to make payment in full in accordance with this condition then without prejudice to any other rights of the Company:
 - a) The Company shall be entitled to suspend all or any other deliveries to be made under this or any other contract with the Customer and in any such event the Customer shall not in any respect be released from his obligations to the Company under this or any such agreement.
 - b) Instead of suspension in accordance with paragraph (a) hereof the Company shall be entitled to terminate this agreement or any other agreement with the Customer in accordance with condition (a) hereof and to claim damages from the Customer for breach, and (if the goods are in the possession of the Customer) to retake possession of the goods.
9. The Company may terminate the agreement forthwith if:
 - a) The Customer shall commit any breach of the terms (including without limitation terms concerning the time for payment of the purchase price) of this or any other agreement with the Company and on its part to be observed or performed provided that if such breach is remediable the Company shall have previously given to the Customer notice thereof and the same has not been remedied within 7 days thereafter;
 - b) The Customer compounds with or negotiates for any composition with his creditors generally or permits any judgment against him to remain unsatisfied for 7 days;
 - c) Being an individual the Customer shall die or have a sequestration order made against him or commit any act of bankruptcy;
 - d) Being a Company the Customer shall call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation, or have a winding up order made against it.
10. Dispatch from the Company's premises shall constitute delivery of the goods to the Customer's possession. Upon each dispatch the Customer as bailee accepts responsibility for the safety of the goods and takes the risk of any loss or injury thereto, however caused, which may occur before the property in the goods passes to the Customer. The Customer shall keep the goods fully insured and shall indemnify the Company against such loss or injury.
11. Ownership of Goods
 - (a)
 - (i) Property in any goods delivered to the Customer will not pass to the Customer until the later of payment in full for the goods OR payment in full of all moneys owing or unpaid by the Customer to the supplier including moneys in respect of goods previously or subsequently supplied to the Customer by the supplier.
 - (ii) The Customer shall store the goods in such a manner as to show clearly that they are the property of the supplier and the Customer shall keep records of all use and sales of such goods.
 - (iii) The Customer shall keep the goods free from and will indemnify the supplier against any charge, lien or other claim thereon. The Customer has no title or right to charge or encumber the goods before payment to the supplier under this clause.
 - (iv) If the Customer fails to pay the purchase price or any other debts to the supplier when due, or commits any act of bankruptcy, the supplier may without notice and without prejudice to any of its rights and remedies recover and/or resell the goods or any of them and may by its servants or agents enter upon the Customers premises or any premises occupied by the Customer for that purpose.
 - (b) Goods delivered to the Customer shall be at the Customer's risk on delivery to the Customer.
 - (c) Notwithstanding paragraph (a), the Customer may on-sell the goods on commercial terms in the ordinary course of its business before the purchase price for the goods and other debts to the supplier have been paid to the supplier, but in this case the Customer shall hold the proceeds of such sale on trust for the supplier in a separate account and account to the supplier for such proceeds on demand.
 - (d) The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the goods has not yet passed.
 - (e) Notwithstanding that the property in the goods has not passed to the Customer, the Customer acknowledges that payment is due and payable by it to the supplier when due in accordance with these terms and conditions.
12.
 - (a) The Company's delivery records shall be prima facie proof of delivery of the goods of the quality and description stated herein in good order to the Customer and his receipt thereof not withstanding the absence of any representative of the Customer at the delivery site upon delivery. It is the responsibility of the Customer to provide adequate signs and direction to enable the Company to affect delivery. Failure to do so will render the Customer liable for any additional cartage charges incurred.
 - (b) The Company's responsibility for delivery of the goods shall cease at the kerbside of the job address stated. However the Company may in its absolute discretion agree to deliver to a site other than the kerbside of the job address provided always that it is hereby acknowledged and agreed that any increases in cost to the Company of making such delivery shall be met by the Customer and, if it is necessary for a vehicle to cross the footpath or to enter upon private property in the course of affecting delivery, the Customer shall provide safe and adequate access and notwithstanding will indemnify the Company against all damage to public or private property or to any person which may arise as a result of the Company making such delivery.

13. Any prices quoted are for delivery during normal working hours i.e. 8am – 5pm Monday to Friday excluding public holidays. Deliveries required by the Customer to be made outside these hours will be subject to a surcharge at the Company's ruling rate at the time.
14. Where an order is made orally based on a quotation and goods are delivered then each load delivered shall form a separate and distinct contract which shall be subject to the terms and conditions herein set out.
Where an order is made in writing based on a quotation and involves a series of deliveries, then a contract shall not come into existence until there is an acceptance in writing by the Company provided however that, if in the interim, the Company makes deliveries of goods or a series of deliveries prior to acceptance in writing by it of the written order, then each delivery shall constitute a separate and distinct contract which shall be subject to the terms and conditions herein set out.
Each and every contract between the Company and the Customer shall be subject to the terms and conditions herein set out and any variation of these conditions shall not be binding on the Company unless such variations are in accordance with the terms of clause 1 hereof.
15. Where a dispute arises between the Customer and the Company as to the performance by either the Customer or the Company of any term, warranty or condition of any contract, the Company shall have the right to stop supply pending settlement of the dispute. The Company shall determine if there is a dispute and at what time the dispute is settled.
16. The Company's prices, unless otherwise stated, are exclusive of Goods and Services tax. Goods and Services tax will be charged additionally at the rates ruling at the time of delivery.
17. Unless expressly stated otherwise, all goods supplied will be graded in accordance with an applicable Australian Standard.
18. The Company shall accept returns of goods which shall be shown to the satisfaction of the Company to be defective or which are wrongly supplied by the Company or which do not conform to the grade stipulated on the Company's invoice or in the quotation or which are wrongly ordered by the Customer subject to the following:
 - a) That written advice of such defect, wrongly supplied goods by the Company, defect in grade of goods supplied or wrongly ordered goods by the Customer is given to the Company within 48 hours of the delivery of the goods to the Customer;
 - b) That the returned goods have not been sawn, nailed, painted or otherwise damaged in any way or have not been incorporated in any structure or improvement (any such incorporation being deemed to be acceptance of the goods);
 - c) That the goods returned are stacked and available for collection at the kerbside of the job address or at such other site as shall be agreed in writing by the Company (provided always that if the Company does agree to collect goods from a site other than the kerbside of the job address the provisions in clause 12(b) as to access and indemnity shall apply);
 - d) That defects to the goods have not been caused by carelessness or improper treatment or neglect of the Customer or any omission of the Customer to comply with any instruction given by the Company;
 - e) That, where goods have been supplied to a reseller, processor and/or stockist, returns will only be accepted if the goods are defective, have been wrongly supplied by the Company or are of a lesser grade than the grade of the goods ordered;
 - f) That returns of goods supplied pursuant to a specialist order, or which are a result of non-standard milling or which are subjected to non-standard or specialist processes at the Customer's request such goods are marked "N/S" in the Company's invoice and/or in the quotation shall not be accepted by the Company;
 - g) That in the event of the goods being incorrectly ordered by the Customer, the amount credited to the Customer in respect of the returned goods shall be the price applicable to such goods reduced by the total of ten per centum (10%) of such price plus the Company's associated handling costs.
19. Payment for the goods will be in cash on or before delivery of the goods to the Customer in accordance with the terms hereof unless the Customer is an "approved account" with the Company.
A Customer shall only be deemed to be an approved account if the Company notifies the Customer to that effect either verbally or in writing in which case payment of the goods shall be strictly net within thirty (30) days from the end of the month in which delivery took place. The Company reserves the right at any time to determine that a customer ceases to be an approved account by notifying the Customer to that effect either verbally or in writing and immediately upon such notification the Customer shall cease to be an approved account.
20. Overdue accounts:
 - (a) Interest shall be charged on overdue accounts at the rate of 1 ½% above the overdraft rate applicable to amounts in excess of \$100,000.00 then charged by Commonwealth Bank and calculated on monthly balances.
 - (b) Payment of an overdue account with a credit card will incur the following fee:

Visa or MasterCard	1 ½%
AMEX or Diners	2 ½%
21. A dishonour cheque fee of \$25.00 plus GST plus Bank charges applies to all dishonoured cheques.
22. Any dispute between the Customer and the Company may at the option of the Company be referred to a single arbitrator to be mutually agreed between the Customer and the Company or failing agreement to be nominated by the President for the time being of the Bar Association of Queensland and the Arbitration Act for the time being in force shall apply to such arbitration.
23. This agreement is governed in all respects by the Law of Queensland and the Customer submits to the jurisdiction of the Courts of Queensland.
24. The Customer warrants that prior to the constitution of this agreement the Customer was satisfied by means other than information given by or received from the Company as to the quality and fitness of the goods ordered.
25. As an essential condition of the terms of supply, the Customer jointly and each of them severally to hereby charge all of its real property present and future and wheresoever situate with the amount of their indebtedness to the Company from time to time and each person shall immediately upon demand being made on he/she or it by the Company, sign all documents and do all things that the Company may reasonably require to be signed and done to further secure to the Company the amount of such indebtedness to the Company including but not limited to such guarantee and or indemnity instruments in such terms as are required by the Company and such bills of mortgage over any real property (whether acquired before or after the date of this agreement) or such bills of sale or mortgage debentures over any or all items of personal property as are listed in the section of this documents entitled "assets", before or after approval of credit by the Company and the Customer hereby irrevocably appoints the Supplier, each manager and each credit manager from time to time that the Company, each successor of the Company, each assignee of the Company, each manager and each credit manager from time to time of each successor and each assignee and each of them severally to be the duly constituted attorney of the Customer to execute in their several names and as their several acts and deeds such Consents to such Caveats as the Supplier may wish to lodge against any dealings in any real property in any titles office. "Real Property" includes estates and interests including leasehold.
26. The information supplied on this form is necessary to enable the supplier to assess and process this application for a credit facility. The supplier acknowledges its obligations under the Privacy Act 1988 and subsequent amendments with regard to use/disclosure and access of information. By signing this agreement, the signatory/s confirm that he/she/they are authorised to and authorise the supplier to obtain, record and disclose information as would be reasonably expected and is deemed necessary for the purpose of commercial credit. This includes information now or in the future obtained/recorded/disclosed for the purposes of credit assessment and credit management (including default management) to or from other credit providers; debt collection agencies; trade credit insurers and any other normal business providers.

THIS APPLICATION MUST BE SIGNED AND DATED ON PAGE 3 AND INITIALED ON EACH PAGE.

STEVE JONES HIRE – CONDITIONS OF HIRE

Definitions

'Owner' of the plant and plant listed is Stevalcan Pty Ltd in Trust for Stevalcan Unit Trust

ABN 78 660 681 131 trading as 'Steve Jones Hire'.

'Hirer' is the person, firm or corporation hiring plant from the owner.

'Plant' means all equipment, including tools, accessories & parts supplied to the hirer.

Terms and Conditions

1. Hire of plant

- 1.1 The hiring of the plant will commence from the commencement date specified on the Contract/Tax Invoice and continue for the term specified on the Contract/Tax Invoice. Hire charges are based on time out not time used.
- 1.2 The hirer is entitled to use the plant for the hire period. Any extension of the period must be agreed to by the owner.
- 1.3 The hirer agrees to return the plant to the address of the owner on or before the end of the hire period as outlined on the Contract/Tax Invoice. Plant will be regarded as on hire until returned to the owner or until the owner is advised that the plant is available for immediate collection (declared off hire). Failure to do so can be criminal theft and may be immediately reported to the police.

2. Payment for rental

- 2.1 The hirer agrees to pay the owner the hire fee (which includes damage waiver) for the plant for the hire period including any GST, fines, penalties, levies, freight, cost of consumables and other charges relevant to this agreement and the hire.
- 2.2 The required fees must be paid to the owner prior to or on the commencement date of the hire period. Account customers who do not pay their account on the terms agreed will be deemed to be in default. Plant not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete.
- 2.3 A cancellation fee may be charged by the owner where reserved plant is cancelled without providing reasonable notice to the owner.
- 2.4 Payment of a default account with a credit card will incur the following fee:

Visa or MasterCard	1 ½%
AMEX or Diners	2 ½%

3. Damage waiver, Loss, Damage or breakdown of Plant

- 3.1 Upon payment by the hirer of the hire fee (which includes damage waiver), the owner shall be liable for the cost of repairs or replacement of the plant due to damage occurring whilst on hire, subject to an excess payable by the hirer of 10% of the cost of repairs to the plant.
- 3.2 Replacement of plant due to loss, theft, conditions or events mentioned in Clause 3.5 is not covered by the damage waiver and will be charged to the hirer at new list price.
- 3.3 Clause 3.1 in no way entitles the hirer to, or implies the availability of compensation from the owner for any liability incurred by the hirer in relation to the use of the hired plant.
- 3.4 Clause 3.1 will not continue to operate after the expiration of the hire agreement unless an extension by the owner is granted and an additional hire fee is paid.
- 3.5 Clause 3.1 will not apply to loss or damage which relates to or arises from:
 - (i) breach of any statutory laws or regulations in connection with the use of the plant by the hirer;
 - (ii) misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the plant;
 - (iii) theft, loss or damage by whatever cause to plant and/or all related accessories supplied with the plant including but not limited to; hoses, drills, bits, electric leads, tyres and tubes. **(You are responsible for loss or theft of the plant)**
 - (iv) lack of lubrication or non-adherence to other normal maintenance requirements that could reasonably be expected of the hirer under the agreement;
 - (v) disregard for instructions given to the hirer by the owner in respect of the proper use of the plant or in contradiction of the manufacturer's instructions if supplied with the plant at the commencement of hire;
 - (vi) unexplained disappearances of the plant;
 - (vii) loading or off loading plant from maritime vessels, transportation of plant on maritime vessels or the use of plant on any wharf or bridge or over any body of water.
- 3.6 If there is a breakdown or failure of the plant the hirer shall notify the owner immediately for the appropriate action to be taken.

4. Use, operation and maintenance

- 4.1 The hirer agrees that the use of the plant carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.
- 4.2 The plant shall not be used by anyone other than the hirer without the express permission of the owner.
- 4.3 The hirer will ensure that all persons operating or erecting the plant are instructed in its safe and proper use and where required hold a valid Certificate of Competency or are fully licensed to use it.
- 4.4 The hirer agrees to operate, maintain, store and transport the plant strictly in accordance with any instruction provided by the owner and with due care and diligence.
- 4.5 The hirer agrees that the plant will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the plant in regard to its operation, maintenance and storage.
- 4.6 The hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the plant and associated operations.
- 4.7 The hirer shall ensure the plant is returned to the owner clean of all foreign matter or agrees to a cleaning fee of \$35 per man hour being charged by the owner.

- 4.8 The reasonable costs of fuel or consumables provided by the owner and used by the hirer are to be paid to the owner.

5. Hirer's warranties

- 5.1 The hirer warrants that:
 - (i) the plant will be used in accordance with the specific conditions of use outlined in the Contract/Tax Invoice and in other instructions provided by the owner.
 - (ii) the particulars on the Contract/Tax Invoice are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - (iii) the hirer holds a valid current driver's licence, operating licence or permit valid for the type of plant hired;
 - (iv) the plant will not be used for any illegal purpose;
 - (v) the hirer's vehicle is suitable for towing the plant if required;
 - (vi) the hirer will not, tamper with, repair or modify the plant in any way or permit another to do so, without written consent of the owner;
 - (vii) the hirer agrees that the plant complies with its description, is in a clean good working condition suitable for hire and is fit for the hirer's purpose.
 - (viii) the hirer accepts full responsibility for the safe keeping of the plant. If the owner is requested to collect plant, it remains the hirer's responsibility for the safe keeping of the plant until it has been collected by the owner.

6. Indemnity

- 6.1 To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the plant during the hire period.
- 6.2 Without limiting clause 6.1 of this agreement, the hirer agrees that to the full extent permitted by law, no warranties are given by the owner in respect of the plant. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the plant or the cost of re-supplying the plant, at the discretion of the owner.

7. Liability

- 7.1 The hirer will assume all risks and liabilities for, and in respect of, the plant and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair, storage or transport of the plant.

8. Disclaimer

- 8.1 To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the plant.

9. Title to plant

- 9.1 The hirer acknowledges that the owner retains title to the plant and that the hirer has rights to use the plant as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the plant.
- 9.2 The hirer will not agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the plant and not to conceal or alter the goods or make any addition or alteration to, the plant.

10. Repossession and remedies on default

- 10.1 The owner may retake possession of the plant if the hirer breaches any provision of this agreement or does not pay their account in the time agreed, notwithstanding anything else herein contained.
- 10.2 If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.
- 10.3 All costs incurred by the owner in repossessing due to a breach are to be paid by the hirer.
- 10.4 In the case of repossession due to a breach of this agreement the hirer agrees to grant the owner permission to enter any premises where the plant listed in the contract/tax invoice is situated to disconnect, decommission and/or remove that plant.
- 10.5 In addition to the owner's right to retake possession, the owner is entitled in its discretion, following any breach of any provision of this agreement by the hirer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by the owner, and/or to cancel any insurance effective in respect of the plant hired.

11. Non-merger

- 11.1 The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

12. Severance

- 12.1 If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

13. Governing law

- 13.1 This agreement is governed by the laws of the State of Queensland where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State.

14. Privacy policy

- 14.1 The owner will comply with the National Privacy Principles in all dealings with hirers. Information on our privacy policy is available on request or via our website at www.stevejones.com.au

15. Disputes

- 15.1 Both the owner and the hirer agree that any disputes arising from the hire and use of the plant (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.

GUARANTEE AND INDEMNITY

IN CONSIDERATION of STEVE JONES INVESTMENTS PTY LTD ("the Company") A.C.N. 080 308 710 agreeing at the request of the Customer named in the Application for Commercial Credit of which this Guarantee forms Part ("Customer") to sell goods or give credit to the Customer, each person named as guarantor in the Schedule ("Guarantor") enters into this Guarantee and Indemnity ("Guarantee") in favour of STEVE JONES INVESTMENTS PTY LTD in the following terms:

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to STEVE JONES INVESTMENTS PTY LTD the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- (b) any statement signed by STEVE JONES INVESTMENTS PTY LTD director, secretary, credit manager or authorized representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under the Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Money are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by STEVE JONES INVESTMENTS PTY LTD for the payment of the Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of STEVE JONES INVESTMENTS PTY LTD under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and STEVE JONES INVESTMENTS PTY LTD is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2. Indemnity

If the obligation of the customer to pay the Guaranteed Moneys to STEVE JONES INVESTMENTS PTY LTD is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies STEVE JONES INVESTMENTS PTY LTD against any loss STEVE JONES INVESTMENTS PTY LTD suffers as a result. STEVE JONES INVESTMENTS PTY LTD need not incur any expense or make any payment before enforcing this right of indemnity.

3. Waiver

No failure or delay by STEVE JONES INVESTMENTS PTY LTD to exercise any power, right or remedy under this Guarantee operates as waiver nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. STEVE JONES INVESTMENTS PTY LTD's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4. Claim in Administration

Until the Guarantee is released by STEVE JONES INVESTMENTS PTY LTD, Guarantor will not without STEVE JONES INVESTMENTS PTY LTD's consent, prove in any Administration of the Customer in completion with STEVE JONES INVESTMENTS PTY LTD or any related body corporate of STEVE JONES INVESTMENTS PTY LTD.

5. Continuing Guarantee

Any guarantee shall remain in force so long as the customer shall maintain an account with STEVE JONES INVESTMENTS PTY LTD. All guarantees shall be continuing guarantees and will terminate only in writing from STEVE JONES INVESTMENTS PTY LTD.

6. Application of Moneys Received

If STEVE JONES INVESTMENTS PTY LTD receives or recovers money in respect of debts of the customer or anyone else, STEVE JONES INVESTMENTS PTY LTD may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

7. Charge

As security for payment to STEVE JONES INVESTMENTS PTY LTD of the Guaranteed Moneys and for its obligations generally under the Guarantee, the Guarantor charges in favour of STEVE JONES INVESTMENTS PTY LTD the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

8. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

9. Expenses

The Guarantor must pay to STEVE JONES INVESTMENTS PTY LTD all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees on an indemnity basis) incurred by STEVE JONES INVESTMENTS PTY LTD in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

10. Acknowledgement

The Guarantor acknowledges that the Guarantor:

- (a) Has entered into this Guarantee voluntarily;
- (b) Has read and understood the nature and consequences of entering in to this Guarantee;
- (c) Has not signed this Guarantee on the basis of any representation of STEVE JONES INVESTMENTS PTY LTD, its employees, agents or representatives or under the duress of any person;
- (d) Is entitled to seek independent legal advice before signing this Guarantee; and
- (e) Submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by STEVE JONES INVESTMENTS PTY LTD and that the law applying in that State is the proper law governing this Guarantee.

11. Severance

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

12. Definitions

In this guarantee unless the context requires otherwise:

Administration	includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;
Guaranteed Moneys	means all moneys which are, will or may be at any time in the future, owing or payable to STEVE JONES INVESTMENTS PTY LTD BY the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

13. Interpretation

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

THE GUARANTEE AND INDEMNITY (IF APPLICABLE) MUST BE SIGNED ON PAGE 8 AND INITIALED ON BOTH PAGES.

Customer Name: _____ ABN: _____

Registered Address: _____

Guarantor's Name: _____ **Signature:** _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____

Guarantor's Name: _____ **Signature:** _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____

Guarantor's Name: _____ **Signature:** _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____

Guarantor's Name: _____ **Signature:** _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____

Guarantor's Name: _____ **Signature:** _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____



LANDSCAPE
RENOVATE
BUILD
HIRE

EVERTON HILLS
Cnr Collins & Old Northern Rds
PH 3353 3566

ABN: 31 120 135 643

30 Day Account Invoicing Requirements

If your company requires specific information to be listed on tax invoices for processing, please advise on this form.

Please note: We can only guarantee that order numbers will be correct if paper or digital purchase orders are provided. Please email all purchase orders to info@stevejones.com.au. If verbal purchase order numbers are given we cannot be held responsible if incorrect information is provided.

Please list special invoicing / purchasing requirements below –
E.g. Order numbers (4 Digits), Name of Person Ordering, Job Address, Verbal Order Number OK, etc.

- _____
- _____
- _____
- _____

I have read and agreed to the above:

Name: _____

Position: _____

Signature: _____

Date: _____



LANDSCAPE
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ABN: 31 120 135 643

Credit Card Authorisation

Payment of account can be made by Direct Credit, Cash, Visa, Mastercard or American Express.

Payments via credit card must be made on or before the due date to incur no fees. Any overdue accounts will incur a 1.5% surcharge for Mastercard & Visa, and 2.5% surcharge for American Express.

Please complete the below if you would like our accounts department to securely keep your credit card details on file and process your payment on the last business day of the month.

- Must call/text/email before processing payment (please circle) Please process automatically at the end of each month
 Send a copy of payment receipt by email Other requirements before and/or after processing. Please list below.

Type of card: _____

Card Number: □□□□ □□□□ □□□□ □□□□

Expiry: □□ / □□

CVV: □□□

Name on card: _____

I hereby authorise Steve Jones Investments Pty Ltd to debit the above credit card for purchases made on our account. These payments will be processed on the last working day of the month following the month of purchase. This authority will remain in effect until cancellation is delivered in writing to Steve Jones Investments Pty Ltd.

Name: _____

Position: _____

Signature: _____

Date: _____