

**APPLICATION FOR CREDIT**

1. CUSTOMER DETAILS

1.1	Trading/Business Name: .....	Telephone: .....
1.2	Business Address: .....	Fax: .....
	.....	Post Code: .....
1.3	Postal Address: .....	.....
	.....	Post Code: .....
1.4	Contact Names: Purchasing Manager: .....	Accounts Payable: .....

2. CUSTOMER INFORMATION

2.1	Registered Business Name Number: .....	Date of Commencement of Business: .....
2.2	If Company:- Name: .....	.....
	A.B.N.: .....	Date of Registration: .....
	Registered Office Address: .....	State of Registration: .....
	.....	Post Code: .....
2.3	If Trustee of Trust: Name of Trust: .....	Date of Trust Deed: .....

3. PROPRIETORS/DIRECTORS DETAILS

Full Name(s) and home address(es) of sole trader, partners, directors		
3.1	Name: .....	Mobile: .....
	Address: .....	Postcode: .....
3.2	Name: .....	Mobile: .....
	Address: .....	Postcode: .....

4. TRADE REFERENCES

	Company	Suburb	State	Ave.Monthly Value	Contact Name	Phone/Fax
4.1	.....	.....	.....	.....	.....	...../.....
4.2	.....	.....	.....	.....	.....	...../.....
4.3	.....	.....	.....	.....	.....	...../.....

5. FINANCIAL INFORMATION

5.1	Expected Monthly Credit Required:	\$ .....
5.2	Bank: .....	Branch: ..... A/c No: .....

6. APPLICATION FOR CREDIT

6.1	The Customer applies for and the Guarantors (if applicable) Southern Waste ResourceCo ACN 151 241 093 to open a Credit Account in the name of the Customer for Disposal of Material including Waste and/or Product Sales to the Customer and the Customer agrees to be bound by the Terms and Conditions overleaf.	
6.2	<b>Each of the persons whose signature appear below (in whatever capacity) authorise the Customer to make this Application and acknowledge each have read, understood and agreed to be bound by all the Terms &amp; Conditions overleaf.</b>	
	Authorised Signature: .....	Authorised Signature: .....
	Print Signatory's Name: .....	Print Signatory's Name:.....
	Date: .....	Date: .....
	and indicate if: Sole Trader Partner or Director	and indicate if: Sole Trader Partner or Director
	or if Employee, Position .....	or if Employee, Position .....
6.3	Guarantors: If the Customer is a company, the directors of the company must complete and sign a separate Guarantee and Indemnity form.	

## Guarantee and Indemnity

<b>Customer Details</b>	
Name:	..... ACN .....
Address:	..... .....
<b>Guarantor Details</b>	
Name of Director:	.....
Address:	..... .....
Name of Director:	.....
Address:	..... .....

### Terms and Conditions of Guarantee

#### 1. Definitions

“Application” means an Application For Credit made by the Customer to Southern Waste ResourceCo for trade credit.

“Credit Account” means the credit account between Southern Waste ResourceCo and the Customer whether arising pursuant to an Application or otherwise.

“Customer” means the customer of Southern Waste ResourceCo as detailed above.

“Guaranteed Amount” means the amount presently owing and all future amounts owing to Southern Waste ResourceCo by the Customer pursuant to the Credit Account including interest and any costs of enforcement of this guarantee.

“Guarantor” means the person or if more than 1, the persons whose details appear above.

“Southern Waste ResourceCo ” means Southern Waste ResourceCo Pty Ltd ACN 151 241 093

#### 2. Guarantee

In consideration of Southern Waste ResourceCo agreeing at the request of the Customer and the Guarantor to provide the Customer with credit pursuant to the Credit Account and forbearing from the recovery of the present indebtedness under the Credit Account, if any, the Guarantor unconditionally guarantees the due and punctual payment by the Customer to Southern Waste ResourceCo of the Guaranteed Amount.

#### 3. This Guarantee:-

3.1 is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;

3.2 may be enforced against the Guarantor without Southern Waste ResourceCo first being required to exhaust any remedy it may have against the Customer or to enforce any security it may hold with respect to the Credit Account or the Guaranteed Amount;

3.3 is a continuing guarantee and indemnity for the whole of the Guaranteed Amount and will be irrevocable and will remain in full force and effect until discharged; and

3.4 will not be considered as wholly or partially discharged by the payment at any time of any of the Guaranteed Amount or by any settlement of account or by any other matter or thing whatsoever and will apply to the present and future balance of the Credit Account.

#### 4. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from their obligation in whole or in part including but not limited to:-

4.1 the grant to the Customer or any other person of any time, waiver or other indulgence or concession, or the discharge or release of any other security or guarantee held by Southern Waste ResourceCo in respect of the Credit Account;

4.2 the insolvency, which in this Guarantee includes; administration, bankruptcy, official management, compromise, arrangement, amalgamation, reconstruction, winding up, dissolution and assignment for or compromise with creditors, of the Customer;

4.3 Southern Waste ResourceCo exercising or refraining from exercising any other security or guarantee, or any other rights, powers or remedies conferred on it by law or by agreement, or any other agreement with any other person, or taking or failing to take any other security or guarantee;

4.4 the variation (including a variation which increases the Guaranteed Amount), extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole of in part of the Credit Account or any security or guarantee now or in the future held by Southern Waste ResourceCo from any person;

4.5 the Customer’s obligations under the Credit Account or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;

- 4.6 the failure by Southern Waste ResourceCo to give notice to the Guarantor of any default by the Customer under this Guarantee; or
  - 4.7 any legal limitation, disability, incapacity or other circumstances related to the Customer.
- 5 Until the Guaranteed Amount have been discharged in full the Guarantor shall not:
- 5.1 be entitled to share in any security held or money received by Southern Waste ResourceCo or to stand in the place of Southern Waste ResourceCo in respect of any security or money;
  - 5.2 take steps to enforce a right or claim against the Customer in respect of any money paid by the Guarantor to Southern Waste ResourceCo under this Guarantee; or
  - 5.3 have or exercise any rights as surety in competition with Southern Waste ResourceCo.
- 6 If the Customer becomes insolvent, the Guarantor authorise Southern Waste ResourceCo to prove for all moneys the Guarantor will have paid under this Guarantee and to retain and to carry into a suspense account and to appropriate at the discretion of Southern Waste ResourceCo any dividends received in the liquidation, bankruptcy or other insolvency of the Customer and all other moneys received in respect of the Guaranteed Amount until Southern Waste ResourceCo has been paid the Guaranteed Amount in full.
- 7 Any settlement, discharge or release between the Guarantor and Southern Waste ResourceCo will be conditional upon no security or payment to Southern Waste ResourceCo by the Customer or any other person being avoided or reduced by virtue of any provision or enactments relating to insolvency for the time being in force, and Southern Waste ResourceCo may recover the value or amount of any such security or payment from the Guarantor subsequently as if that settlement, discharge or release had not occurred.
- 8 If the whole or any part of the Guaranteed Amount are or may be irrecoverable from the Customer by Southern Waste ResourceCo for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the Guarantor as surety, then and in each such case:
- 8.1 the Guarantor as a separate and additional liability under this Guarantee indemnifies Southern Waste ResourceCo in respect of the Guaranteed Amount;
  - 8.2 as a principal debtor agrees to pay Southern Waste ResourceCo when demanded in writing a sum equal to the amount of the Guaranteed Amount; and
  - 8.3 for the purposes of this indemnity, this clause shall be construed as if the Guaranteed Amount were recoverable and the terms of this Guarantee will apply as far as possible, with any necessary changes being made.
- 9 The obligations on the part of the Guarantor, if more than one, contained in this Guarantee take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them.

**General**

- 10 This Agreement and the rights and obligations of the parties will be construed pursuant to the laws of South Australia. The courts of South Australia and courts of appeal shall have jurisdiction in relation to this Guarantee.
- 11 If any part of this Guarantee is invalid, that invalidity will be severed from this Guarantee and will not affect the validity or the enforceability of any other part of this Guarantee.
- 12 The Customer must pay stamp duty and other government fees or charges in respect of this Guarantee and all other documents associated with it.

Signed by the Guarantor as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

SIGNED BY DIRECTOR.....  
 Print Name of Director.....  
 Signature of Witness.....  
 Print Name of Witness.....

SIGNED BY DIRECTOR:.....  
 Print Name of Director.....  
 Signature of Witness.....  
 Print Name of Witness.....

Terms and Conditions

**1. Background**

These Terms and Conditions apply to each contract for Disposal of Material and/or Product Sales by or on behalf of the Southern Waste ResourceCo to any Customer.

**2. Definitions**

- 2.1 **'Application'** means an application by the Customer to Southern Waste ResourceCo for trade credit.
- 2.2 **'Contract'** means all contracts entered into between Southern Waste ResourceCo and the Customer for Material for Disposal and/or Product Sales.
- 2.3 **'Contract Particulars'** means any quote, tender response, delivery docket, invoice or other Material for Disposal and/or Product Sale applicable document describing the Services forming part of this Contract.
- 2.4 **'Customer'** means the customer identified in the Application or Contract Particulars.
- 2.5 **'Disposal'** means the disposal by Southern Waste ResourceCo of Material delivered by the Customer to Southern Waste ResourceCo at any Premises.
- 2.6 **'EPA'** means the Environmental Protection Authority of South Australia.
- 2.7 **'Guarantor'** means the guarantor identified in the Application.
- 2.8 **'Inclusions'** means any incidental supplementary source materials (not including asbestos or any other hazardous materials) contained in the Products.
- 2.9 **'Landfill'** means any EPA licensed landfill used or accessed by Southern Waste ResourceCo.
- 2.10 **'Material'** means material including Waste that meets the Specifications for disposal with Southern Waste ResourceCo.
- 2.11 **'Premises'** means any of Southern Waste ResourceCo's resource recovery, Landfill or other sites.
- 2.12 **'Product Information Guide'** means the guide published by Southern Waste ResourceCo from time to time setting out the Specifications.
- 2.13 **'Product Sales'** means the sale of the Products by Southern Waste ResourceCo to the Customer.
- 2.14 **'Products'** means the products produced by Southern Waste ResourceCo that meet the Specifications.
- 2.15 **'Southern Waste ResourceCo'** means Southern Waste ResourceCo Pty Ltd ABN 46 151 241 093 and its successors, assigns and all related bodies corporate (within the meaning of the *Corporations Act 2001*) and any subcontractors used or appointed by Southern Waste ResourceCo to undertake its obligations pursuant to these Terms & Conditions.
- 2.16 **'Southern Waste ResourceCo Policies'** means all policies issued by Southern Waste ResourceCo for access to the Premises, Material for Disposal, Waste handling, use of Products and other policies issued by Southern Waste ResourceCo from time to time.
- 2.17 **'Specifications'** means the description of Materials, Products and Waste issued by Southern Waste ResourceCo in the Product Information Guide as updated or as otherwise publicised or notified by Southern Waste ResourceCo from time-to-time.
- 2.18 **'Waste'** means the waste material not otherwise suitable for resource recovery that Southern Waste ResourceCo is licensed to receive for Disposal in the Landfill.

**3. Contract**

- 3.1 The Contract will be formed, incorporating these Terms and Conditions and those set out in the Application, on acceptance (written, verbal or on delivery of Material, Product or Waste) of the Contract Particulars by the Customer.
- 3.2 The Customer agrees that no subsequent terms and conditions will apply in substitution of these Terms and Conditions or in any way override or amend these Terms and Conditions.
- 3.3 The Customer may not cancel any Contract without reasonable notice to Southern Waste ResourceCo and the prior written consent of Southern Waste ResourceCo which Southern Waste ResourceCo will not withhold unreasonably.
- 3.4 The Contract is governed by the laws of South Australia.

**4. Southern Waste ResourceCo's obligations**

- 4.1 Subject to these Terms and Conditions, Southern Waste ResourceCo will:
  - 4.1.1 accept Material for Disposal that meets the Specifications; and
  - 4.1.2 make Product Sales that meet the Specifications.
- 4.2 Southern Waste ResourceCo may use any competent and qualified employee, representative, associate, officer, agent or subcontractor to undertake Disposal of Material and make Product Sales.

**5. Customers obligations**

Without limiting its other obligations under the Contract, the Customer must:

- 5.1 ensure that all Material delivered for Disposal complies with the Specifications;
- 5.2 comply with Southern Waste ResourceCo's Policies and all other reasonable directions given to it by Southern Waste ResourceCo;

- 5.3 where applicable, provide Southern Waste ResourceCo with access to any site, equipment and all information necessary to enable Southern Waste ResourceCo to carry out its obligations under any Contract.

**6. Credit**

- 6.1 Southern Waste ResourceCo may grant the Customer credit upon these Terms and Conditions on the basis of an Application and such other documents and information as may be required by Southern Waste ResourceCo.
- 6.2 Until Southern Waste ResourceCo grants the Customer credit by notice in writing, Southern Waste ResourceCo will only accept Material for Disposal or make Product Sales to the Customer in accordance with clause 7.1.
- 6.3 The granting of credit does not oblige Southern Waste ResourceCo to extend any particular amount of credit to the Customer.
- 6.4 The Customer must notify Southern Waste ResourceCo in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.
- 6.5 The Customer authorises and acknowledges that:
  - 6.5.1 items of personal information contained in any Application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency;
  - 6.5.2 in accordance with the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by Southern Waste ResourceCo of the relevant information may occur for the purposes of assessing any Application;
  - 6.5.3 Southern Waste ResourceCo may supply information about the Customer's credit worthiness to other credit providers and authorises any trade references to provide Southern Waste ResourceCo with information about the Customer's credit worthiness; and
  - 6.5.4 the Customer has been advised to and have had the opportunity to seek independent legal advice in respect of the implications of any Application.

**7. Payment**

- 7.1 If credit has not been granted to the Customer by Southern Waste ResourceCo in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by Southern Waste ResourceCo on delivery of Material for Disposal to or collection of Products from the Premises.
- 7.2 If credit has been granted to the Customer by Southern Waste ResourceCo in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by Southern Waste ResourceCo within 30 days of the end of the month of invoice unless otherwise specified in the Contract Particulars.
- 7.3 Interest will be charged on overdue amounts of the rate of 2% compounded per month.
- 7.4 Legal costs of recovery of any overdue amounts will be recoverable by Southern Waste ResourceCo as a debt due by the Customer.

**Material for Disposal Specific Clauses**

**8. Delivery and acceptance of Material for Disposal**

- 8.1 The Customer will, at its expense, arrange to deliver the Material for Disposal to the Premises.
- 8.2 The Customer must provide Southern Waste ResourceCo with a true and accurate description and source of any Material for Disposal.
- 8.3 If the Customer is unable to comply with clause 8.2, Southern Waste ResourceCo may in its discretion agree to store the Material at the Premises pending receipt of independently assessed analysis results. The Customer will enter into a separate Storage Agreement in respect of such Material.
- 8.4 Where the Material is to be independently assessed, the Customer agrees that, unless otherwise agreed in writing, Southern Waste ResourceCo is authorised to Dispose of the Material at the Customer's expense immediately following receipt of and in accordance with that assessment.
- 8.5 Southern Waste ResourceCo reserves the right to refuse to accept any Material for Disposal from the Customer for any reason including if the Material fails to meet the Specifications.
- 8.6 Any costs or liabilities incurred by Southern Waste ResourceCo if the Material fails to meet the Specifications including:
  - 8.6.1 testing, treatment removal or disposal of the Material; or
  - 8.6.2 any damage caused by the Material to Southern Waste ResourceCo,
 will be borne by the Customer.
- 8.7 Southern Waste ResourceCo reserves its rights to take any action it deems reasonably necessary in its sole discretion to remedy any breach of this clause by the Customer.

**9. Access to the Premises**

9.1 The Customer:

- 9.1.1 Acknowledges that its employees, agents, contractors and representatives enter the Premises at their own risk;
- 9.1.2 agrees to abide by all Southern Waste ResourceCo Policies including safety rules and procedures and agrees to ensure that such Southern Waste ResourceCo Policies and safety rules and procedures are abided by all the Customer's employees, agents, contractors and representatives when entering or accessing the Premises; and
- 9.1.3 warrants that it will maintain appropriate WorkCover or other insurance with regard to the circumstances set out in clause 9.1.2 in respect of its employees, agents, contractors and representatives.

9.2 The Customer will indemnify Southern Waste ResourceCo for any loss or damage incurred by Southern Waste ResourceCo arising from the Customer and its employees, agents, contractors and representatives accessing the Premises or for any breach of this clause 12.

**10. Materials Warranty**

10.1 The Customer warrants that:

- 10.1.1 it will comply with all Southern Waste ResourceCo's reasonable instructions when delivering Material to Southern Waste ResourceCo;
- 10.1.2 the description and source of the Material is true and accurate;
- 10.1.3 the Material meets the Specifications;
- 10.1.4 it has been diligent in providing an accurate description of any Material delivered by it to Southern Waste ResourceCo;
- 10.1.5 any Waste is correctly identified pursuant to EPA guidelines; and except where Material comprises Waste for Disposal in Landfill:
- 10.1.6 the Material does not contain asbestos, liquid waste, contamination, waste or any similar materials as advised by Southern Waste ResourceCo from time to time; and
- 10.1.7 the Material will be free from contamination and otherwise comply with the specifications for use in the production of waste derived fill issued by the EPA.

10.2 The Customer indemnifies Southern Waste ResourceCo from and against any loss or damage suffered by Southern Waste ResourceCo arising from a breach of any warranty by the Customer.

**Product Specific Clauses**

**11. Delivery and risk of the Products**

- 11.1 Subject to clause 11.2, the Customer will, at its expense, arrange to pick up the Products from the Premises. Southern Waste ResourceCo will load the Products at its expense.
- 11.2 The Customer may request any Products to be delivered to the Customer and delivery will be made by Southern Waste ResourceCo at its sole discretion and at the Customer's expense to the Customer's premises or in accordance with the Customer's written instructions by such transport at Southern Waste ResourceCo's discretion.
- 11.3 Southern Waste ResourceCo will not be liable for any failure to deliver or delay in delivery for any reason beyond its reasonable control.
- 11.4 In no event will Southern Waste ResourceCo be liable for any third party or consequential loss for any failure or delay in delivering the Products.
- 11.5 Except as:
  - 11.5.1 required by law; or
  - 11.5.2 pursuant to these Terms and Conditions; or
  - 11.5.3 Material for Disposal,
 Southern Waste ResourceCo will be under no obligation to accept returned Products for any reason.
- 11.6 Risk in the Products will pass to the Customer when the Products are picked up by the Customer or on delivery of the Products to the premises nominated by the Customer.
- 11.7 If payment in full has not been made by the Customer when the Products are picked up by the Customer or upon delivery, insurance against all risks whatsoever will be maintained by the Customer from when the Products are picked up or delivered.

**12. Property in the Products**

- 12.1 Property in the Products will not pass to the Customer until payment in full has been made by the Customer to Southern Waste ResourceCo for all Products picked up or delivered to the Customer by Southern Waste ResourceCo.
- 12.2 Until payment has been made in full and property passes:
  - 12.2.1 the Customer will hold all Products as bailee and as a fiduciary for Southern Waste ResourceCo and will securely store the same

separately from the Customer's other goods so as to clearly identify the Products as Southern Waste ResourceCo's;

- 12.2.2 the Customer is authorised to sell or use the Products but the Customer will hold the book debt and the proceeds of sale or use on trust for Southern Waste ResourceCo and will account to Southern Waste ResourceCo for any overdue amount from the proceeds thereof, and at the request of Southern Waste ResourceCo assign the book debt arising from such sale or use to Southern Waste ResourceCo; and
- 12.2.3 Southern Waste ResourceCo will be entitled to require the Customer to return unsold Products failing which the Customer is irrevocably authorises Southern Waste ResourceCo to enter the Customer's premises to repossess the Products without notice on the occurrence of any of the following events:
  - (a) the Customer fails to make payment of any amount outstanding;
  - (b) the Customer commits an act of bankruptcy or is declared insolvent or, if a company, proceedings are issued to wind-up the Customer or the Customer is placed under official management or a receiver is appointed over the Customer's property or undertaking, or
  - (c) the Customer enters into some arrangement or assignment for the benefit of creditors.

**13. Products Warranty**

- 13.1 Southern Waste ResourceCo warrants that the Products will be fit for purpose:
  - 13.1.1 as described in the Specifications; and
  - 13.1.2 in accordance with all guidelines or standards specified by the EPA.
- 13.2 Except as expressly provided to the contrary in the Contract, all representations, warranties, terms and conditions in relation to Products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 13.3 The Customer agrees that if it is aware (or should be aware) that the Products, the subject of a Contract, are for a particular purpose or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Contract.
- 13.4 The Customer:
  - 13.4.1 acknowledges that the Specifications for the Products provide for the Products to contain Inclusions;
  - 13.4.2 acknowledges that the Products are produced from recycled materials and will contain Inclusions; and
  - 13.4.3 agrees that the presence of Inclusions in the Products will not be grounds for refusing to accept the Products.
- 13.5 Damages for breach of any warranty by Southern Waste ResourceCo will be limited to replacement of the Products or the supply of the Products again or the cost of replacement of the Products or having the Products supplied again, at Southern Waste ResourceCo's discretion, and will not extend to any indirect or consequential loss or damages whatsoever.

**General Clauses**

**14. Force Majeure**

Southern Waste ResourceCo will not be responsible to the Customer under any circumstances for any breach of its obligations caused through factors beyond Southern Waste ResourceCo's reasonable control including but not limited to acts of God, acts of any Government, war or other hostility, disaster, fire, explosion, power failure, strikes or lockouts or inability to obtain necessary services or supplies.

**15. Assignment and termination**

With reasonable notice to the Customer, Southern Waste ResourceCo may terminate or assign any rights under a Contract.

**16. Survival of terms**

The termination or cessation otherwise of a Contract howsoever caused will be without prejudice to any obligations or rights of either party which have accrued prior to such termination or cessation and will not affect any provision of a Contract which is expressly or by implication provided to come into effect on or to continue in effect after such termination or cessation.