



**DARWIN**  
PO Box 570, PALMERSTON NT 0830  
PH: 0447 903300  
darwin@frontiercement.com.au  
[www.frontiercement.com.au](http://www.frontiercement.com.au)  
ABN: 41 600 490 140

**BROOME – (08) 9192 1125**

**PORT HEDLAND – (08) 9173 2956**

Please find attached an application for a credit account with Frontier Cement Supplies P/L. Two documents are enclosed.

**The application:**

To assist with the prompt assessment of your account we ask that you complete all the requested information. Forms will be returned to you if not completed in full.

If you are unsure of what information is actually being requested please call and we will be happy to assist you.

Once the application is completed it needs to be signed by all directors or partners and each signature needs to be witnessed. Please ensure you use an independent third party as your witness (over 18 years of age).

**The guarantee:**

We suggest all directors/partners seek legal advice if you do not understand the guarantee before signing.

The guarantee form needs to be completed by all directors/partners. Please ensure all requested information is completed in full.

The name and address of the customer i.e. the company/business who is seeking credit must be completed.

Each guarantor is required to complete

The details under the section 'Signed, Sealed & Delivered by' and sign where it states 'Guarantor'

All details for the Certificate and sign where it states 'Guarantor'

This document must be witnessed, ensure you use an independent third party as your witness (over 18 years of age).

If you have any query regarding either document please contact me before returning the forms, incomplete forms will delay the process.

If you are faxing your application please also forward the original copy in the mail to the above address, accounts will not get final approval without original documents being received.

Yours Faithfully

Financial Controller



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## CONFIDENTIAL CREDIT APPLICATION

Thankyou for applying for credit facilities with Frontier Cement Supplies. To expedite the opening of an account please complete the form and return to us via email : [office@frontiercement.com.au](mailto:office@frontiercement.com.au), please forward the Original by post to Po Box 183, Port Hedland, WA 6721.

CREDIT IS SOUGHT FOR:       Trade/Commercial purposes       Domestic/Consumer purposes

BUSINESS OPERATED AS A:       Sole Trader       Partnership       Pty Ltd Company

DATE \_\_\_\_\_ Applicants Trading Name: \_\_\_\_\_

Company Name: (Pty Ltd/Ltd) \_\_\_\_\_ ABN # \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Business/Office Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: BUS (    ) \_\_\_\_\_ A/H (    ) \_\_\_\_\_ FAX (    ) \_\_\_\_\_

M: \_\_\_\_\_ Email: \_\_\_\_\_

IS the applicant a trustee for any trust?       Yes       No

If yes, please indicate name of trust: \_\_\_\_\_

Yr Business Commenced: \_\_\_\_\_ Nature of Business: \_\_\_\_\_ Contracting License # \_\_\_\_\_

### NAMES AND ADDRESSES OF: DIRECTORS / PARTNERS / SOLE TRADER / SPOUSE

1. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_  OWNED  RENTED

Drivers Licence # \_\_\_\_\_

2. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_  OWNED  RENTED

Drivers Licence # \_\_\_\_\_

3. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_  OWNED  RENTED

Drivers Licence # \_\_\_\_\_

4. Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_  OWNED  RENTED

Drivers Licence # \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account # \_\_\_\_\_

### TRADE REFERENCES – MAJOR SUPPLIERS

	NAME	PHONE	FAX	EMAIL ADDRESS
1.				
2.				
3.				

CREDIT LIMIT REQUIRED \$ \_\_\_\_\_



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**The terms and conditions set out in this form will apply to credit extended by the Supplier and your signed application will be evidence of your agreement to that effect.  
IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK LEGAL ADVICE**

“Goods” include services / Supplier” means Frontier Cement Supplies Pty Ltd / “Customer” means the party or parties making this credit application

### TERMS OF ACCOUNT

- (a) Your monthly account balance must be received by the last day of the following month.
- (b) The Customer must advise the Supplier in writing of any changes in its business structure shown in this application and such change must be acknowledged and accepted in writing by the Supplier.
- (c) All invoices will be issued electronically and will be deemed original.
- (d) If you:
  - (i) Fail to observe either of the above terms, or;
  - (ii) Have made a representation to us or given us information which is untrue; then credit facilities may be withdrawn and all charges made to your account will become due immediately.

### OVERDUE ACCOUNTS

- (a) Any amount not paid by the due date will at the discretion of the supplier be subject to interest, charged at our commercial banker’s rate plus 2.5 % on monthly balances.
- (b) Customer will reimburse the Supplier for any expenses incurred in connection with recovery of amounts overdue.

### CREDIT INFORMATION

I/We consent to and authorise the Supplier: -

- (a) To obtain information about my/our personal or commercial credit worthiness from my/our bank and/or any trade referee disclosed herein and or any other credit provider(s) and/or any credit reporting agency for the purposes of assessing this application for credit or in connection with any guarantee.
- (b) To give a credit reporting agency information about my/our personal or commercial credit arrangements.

I/we understand that the information referred to above can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive under the Privacy Act 1988.

### TERMS AND CONDITIONS OF SALE

Goods will be supplied on the Supplier’s then current terms and conditions of sale with any alterations as may be notified to you at point of sale. Application is hereby made for a credit account and I/we agree to be bound by the above Terms. I/we acknowledge that Frontier Cement Supplies Pty Ltd might in future acquire additional subsidiaries, which may supply Goods to me/us on credit and I/we agree that the above Terms will apply to those purchases.

**We would like to highlight following:**

- **Your account is NET 28 days, that is; it becomes due 28 days from the end of the issued month.**
- **Your credit limit will be a fixed limit, and does not carry over to the next month.**
- **Overdue accounts are charged per invoice, and are calculated at our commercial banker’s rate plus 2.5% monthly.**
- **If you send payment via direct transfer, please email or fax through your payment advice, at your earliest convenience.**

1. Signature: \_\_\_\_\_

Signatories Name (Printed): \_\_\_\_\_

Print Indicate:  Director  Sole Trader  Partner

2. Signature: \_\_\_\_\_

Signatories Name (Printed): \_\_\_\_\_

Print Indicate:  Director  Sole Trader  Partner

1. Witness Signature: \_\_\_\_\_

Witness Name (Printed): \_\_\_\_\_

2. Witness Signature: \_\_\_\_\_

Witness Name (Printed): \_\_\_\_\_



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**CONFIDENTIAL: PERSONAL GUARANTEE AND INDEMNITY**

To: **Frontier Cement Supplies Pty Ltd**

I/We the undersigned have requested you to supply (name of customer) \_\_\_\_\_

Of (address of customer) \_\_\_\_\_

with Goods on credit. Should any Supplier elect to do so then: -

1. I/We will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which might incur as a result of any default of the Customer.
2. I/We will also be responsible to the Supplier for, and guarantee in favour of the Supplier, payment of all outstanding monies due now or at any time in the future for Goods which have been supplied by it from time to time to the Customer.
3. Both my/our indemnity and my/our guarantee are continuing security and will not be affected;
  - (a) If the Supplier: -
    - (i) Grants any extension of time or other indulgence to the Customer;
    - (ii) Refuses further credit to the Customer; or
    - (iii) Varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my/our liability under this guarantee and indemnity);
  - (b) By the release of any of the Guarantors or if this guarantee is unenforceable against any one or more of the Guarantors; or
  - (c) If any payment by the Customer is later avoided by law.
4. I/We agree that each application for credit made by the Customer to any of you as Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me/us this Agreement shall immediately have effect as an Agreement under seal between me/us and each of you which becomes a Supplier.
5. This guarantee and indemnity extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended had become a related body corporate of Supplier, and may in such cases be enforced by Supplier.
6. This guarantee may only be withdrawn by giving you fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debt incurred by the Customer up to the date of the withdrawal.
7. I/We agree that before providing credit to the Customer you may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me as a guarantor for the Customer.
8. In this guarantee and indemnity: -

“Goods” includes services and “Supplier” means Frontier Cement Supplies.

Singular words include the plural and visa versa and where there is more than one guarantor they shall be bound jointly and severally.



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9. For the purpose of securing the obligations and liabilities entered into by them under this guarantee, the Guarantors agree to charge with the due and punctual payment and the complete performance of all of those liabilities and obligations, all their legal or equitable interest (both present and future) of whatsoever nature held in any and all real property and the Guarantors hereby consent to the Supplier lodging a caveats or caveats noting its proprietary interest hereunder. The Guarantors agree to execute any documents and do all such things as may be required by the Supplier to affix such security upon demand by the Supplier and shall indemnify the Supplier against any costs and expenses that it incurs as a result of carrying out any steps herein.

**WARNING: THIS IS AN IMPORTANT DOCUMENT: IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK LEGAL ADVICE**

**SIGNED, SEALED AND DELIVERED by**

\_\_\_\_\_  
(Print Name of Guarantor)  
Of, \_\_\_\_\_  
(Address of Guarantor)  
\_\_\_\_\_  
(Signature of Guarantor)  
in the presence of: \_\_\_\_\_  
(Print Name of Witness)  
\_\_\_\_\_  
(Address of Witness)  
\_\_\_\_\_  
(Signature of Witness)

**SIGNED, SEALED AND DELIVERED by**

\_\_\_\_\_  
(Print Name of Guarantor)  
Of, \_\_\_\_\_  
(Address of Guarantor)  
\_\_\_\_\_  
(Signature of Guarantor)  
in the presence of: \_\_\_\_\_  
(Print Name of Witness)  
\_\_\_\_\_  
(Address of Witness)  
\_\_\_\_\_  
(Signature of Witness)

**CERTIFICATE**

I, \_\_\_\_\_ certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document.

I understand that if \_\_\_\_\_ fails to make any required payments to Supplier, Supplier may recover the amount of these payments from me personally. In this case Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

\_\_\_\_\_  
Guarantor Date

**CERTIFICATE**

I, \_\_\_\_\_ certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document.

I understand that if \_\_\_\_\_ fails to make any required payments to Supplier, Supplier may recover the amount of these payments from me personally. In this case Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

\_\_\_\_\_  
Guarantor Date