



www.economix.com.au

Application for Commercial / Consumer Credit

Economix and related bodies corporate business names including:

Economix Pty Ltd

Valecave Pty Ltd

St Albans Property Holdings Pty Ltd

Pineoak Investments Pty Ltd

Econo Investments Pty Ltd

Please Note -

Completing and submitting this document:

Thank you for applying for a (30 day trading account) with the Economix Group. For your application to be processed, it is most important that the necessary information must be completed and both parts of this document must be signed (**Confidential Credit Application Form** and the **Personal Guarantee and indemnity Agreement**).

Please return this document (complete, signed and witnessed) to Unit 1/19-21 Fuller Road, Deer Park Vic 3023 (Att: Accounts Department) or telephone (03) 9361 - 1311 for further information.

- Your application does not automatically entitle you to receive goods on credit. If and when your application form is approved you will be notified
- Terms and Conditions of Sale are as per attachment. **Note:** if and when your application form is approved the payment terms are **STRICTLY 30 DAYS** from the end of the month in which purchases occur

The procedure to be followed to complete this application form is:

1. Read the attached Economix Terms and Conditions of Sale
2. Complete all relevant details in the "Application detail section"; initial each page, sign and date form
3. The Deed of "Guarantee and Indemnity" section on the back of this application form must be signed by all Directors/Proprietors of the Company/Business. Guarantors should not witness each other's signature and witnesses should be aged 18 years or older
4. If there are any queries about what you are signing, please obtain Independent Commercial and/or Legal Advice

Yard Locations-

		Telephone	Facsimile
Head Office:	Unit 1/19-21 Fuller Rd Deer Park VIC 3023	(03) 9361 – 1311	(03) 9390 – 0244
Deer Park:	Westwood Drive Deer Park VIC 3023	(03) 9361 – 1311	(03) 9361 – 1322
Keilor:	Terror Street Keilor Park VIC 3042	(03) 8363 – 0584	(03) 9331 – 6008
Somerton:	Freight Drive Somerton VIC 3062	(03) 9308 – 6038	(03) 9390 – 0244
Hallam:	National Drive Hallam VIC 3803	(03) 9703 – 2277	(03) 9703 – 2732
Drysdale:	Murradoc Road Drysdale VIC 3222	(03) 5251 – 3914	(03) 5251 – 3952
Torquay:	Hamilton Hwy Fyansford VIC 3228	(03) 5261 – 6894	(03) 5251 – 3952

Initials _____

Application for Commercial/Consumer Credit

With Economix and related bodies corporate

Applicant's Details-

Date of this application:

Trading Name:

Registered Name:

Type of Business:

Date Business commenced:

Legal Structure:

(tick box)

Sole Trader

Partnership

Pty Ltd Company

Public Company

A.B.N.:

Builders Lic No:

Business Address:

State

Postcode

Postal Address:

State

Postcode

(For mailing of accounts)

Telephone Numbers:

Business:

Facsimile:

Mobile:

After Hours:

Estimated Monthly Purchases:

\$

Will Purchase Orders be used?

Yes

No

Contact Details:

Name:

Telephone:

E-mail Address:

Do you wish to receive invoices and statements via email.

(tick box)

Yes:

No :

Trade References:

1

2

3

Telephone:

Initials _____

The applicant acknowledges as follows-

Terms of Sale	The applicant has received a copy of the Economix Terms and Conditions of Sale and agrees to these Terms of Sale. These Terms and Conditions of Sale may be altered by Economix after written notice of any change is given.
Payment Terms	Payment terms are <u>STRICTLY 30 DAYS</u> . If payment is not received trading accounts will be placed on hold until your trading terms are in line and "Cash Sale" terms may be applied without notice. Further interest shall be charge on late payments.
Closing Accounts	All credit accounts can be closed without notice if account is not active for 12 months or more and if terms and conditions are not adhered to.
Duty of Disclosure	<div><div>*</div><div>The applicant declares that information that is provided is true and correct.</div></div> <div><div>*</div><div>None of the directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended)</div></div> <div><div>*</div><div>If the applicant is a company, the company is solvent and able to pay debts.</div></div>
Privacy Act 1988	The applicant authorises Economix to obtain from credit reporting agencies and other credit providers, personal and/or commercial information relating to the applicant for the purposes of assessing this application for credit and collecting any overdue payments The applicant also authorises Economix to give information on the applicant's creditworthiness with Economix, as allowed by the Privacy Act 1988, to credit reporting agencies and other credit providers.

Details and Signatures of all (as per follows): (tick box)

Directors

Partners

Proprietors

If there are more than two Directors/Partners/Proprietors, please photocopy this page and attach to credit application.

Signature:

Date:

Full Name:

Home Address:

State:

Postcode:

Date of Birth:

Drivers Licence No.:

Signature:

Date:

Full Name:

Home Address:

State:

Postcode:

Date of Birth:

Drivers Licence No.:

Initials _____

Deed of Guarantee & Indemnity

Guarantee (All Registered Directors Must Sign)

IN CONSIDERATION

Of Economix and related bodies as listed in the credit application corporate, together with their successors or assigns (Collectively called "the company") Agreeing to supply the following Company/Firm/Persons:

Company Name:	A.C.N:
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("The Customer") with good credit.

I/We:	
Address:	

("The Guarantor")

Do Hereby (jointly and severally in the case of more then one Guarantor) Guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever including previous, continuing, and/or future provision of credit by the Company And I/WE DECLARE that this Guarantee be a continuing Guarantee and shall remain in full force and effect the Guarantor shall remain liable hereunder not withstanding the granting by the Company of time, credit or any other indulgence or concessions to the Customer or the Guarantor on the waiver by the Company of any breach by the Customer of it's obligations to the Company or the liquidation of the Customer or the bankruptcy or the death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due and punctual payments to the Company upon demand being made by notice or the letter given to the Guarantor and such demands or notice the letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs of a Solicitor and own client basis incurred by the Company of the incidental to this Guarantee Of any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payments or perform or observe and covenant, obligations, tremor condition of the Guarantee AND the Guarantors hereby charge in favor of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the guarantors at any time hereafter. The Guarantor hereby agrees that I/WE will, upon the written request of the Company, grant a mortgage over any such property and shall, at the cost of the Guarantor, execute any such mortgage in favour of the Company, obtain any necessary consent to registration of the mortgage and procure registration of the mortgage within fourteen (14) days of the written request being made by the company. If the Guarantor defaults in the payment of any amount owed to the Company, and which relates to any account held with the Company whatsoever including previous, continuing, and/or future provision of credit by the Company, the Guarantors specifically authorize the Company to lodge a Caveat against any dealings with any such property AND I/WE FURTHER DECLARE that the proper law of this Guarantee shall be the law of the state on Victoria AND THE GUARANTOR HEREBY DECLARE that I/WE understand the nature and effect of this Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

If more than 2 Guarantors, please photocopy this page and attach to Credit Application.
All Guarantors are to attach copy of Drivers Licence.

Executed as a deed this:	Day	Month	Year
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Signed by Guarantor:	Guarantors Name:	
Print Name:	Home Address:	
Witness Signature:		
	State:	Postcode:

Signed by Guarantor:	Guarantors Name:	
Print Name:	Home Address:	
Witness Signature:		
	State:	Postcode:

Initials_____

TERMS AND CONDITIONS OF TRADING (Customer Copy)

(with Economix and related bodies corporate business names)

1. General

These terms and conditions shall apply to the exclusion of all others including and Terms and Conditions of the consumer (whether on the Customer's orders form or otherwise. No goods or services will be supplied by the Company on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions Customers shall mean and include the party named and or the party to whom goods and services are sold and or in whose name the company maintains an Account. These Terms and Conditions shall apply to all future supplies to the Customer.

2. Payment

The Customer agrees to comply with the trading terms of the Company and the Customer shall make payments for goods or services to the Company Thirty days from the date of the statement ("the due date").

Credit Card Surcharge

If payment is made by credit card the amount due will include a further two percent (2%) surcharge. Where the customer makes a part payment of the amount due and/or the interest owing, the balance of the amount due and/or interest shall be a debt due to the company and the company shall be entitled to charge interest on the daily balance owing in the respect to that debt at the rate of fifteen percent (15%) per annum from the date that it became a debt due until payment is made in full. (The above rate is exclusive of GST)

3. Claims

The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies the Company in writing of its claim within 7 days of the receipt of goods. The Customer has no right to make any claim against the Company if the Customer has no sold the goods or mixed blended or used the goods.

4. Warranty

All warranties whether expressed or implied and whether statutory or otherwise with regards to the goods supplied by the Company as to quality, fitness for the purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusions at law.

Our warranty liability is limited to the value of the materials and the goods supplied. Consequential losses are not covered by warranty.

5. Returns

The Company shall not be under any obligation to accept goods returned to it by the Customer, however if goods are accepted by the company a surcharge will be applied.

6. Costs

Should payment remain outstanding beyond the Company's payment terms as outline in Clause 2. the Customer is liable for all costs including legal costs (on solicitors /own client basis) and mercantile agents fees incurred by the Company in recovering the amount outstanding. All guarantees given on behalf of the customer continue until the Company accepts a new credit application and satisfactory replacement guarantees.

7. Change of Ownerships

The Customer agrees to notify the Company in writing of any changes of ownership of the Customer within 7 days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any change.

8. Cancellation

Orders placed with the Company cannot be cancelled without due notice being ONE (1) hour prior to delivery time agreed. A reasonable fee will be charged for the cancellations within ONE (1) hour. All costs incurred by the Company in relation to the order before cancellation shall be paid by the Customer.

9. Lien

The Customer hereby acknowledges that the Company has a lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.

10. Limit Liability

Unless prohibited by law from doing so, the Customer and the Company agree and acknowledge that the liability of the Company shall be limited to the replacement of the goods, the supply of the equivalent goods or the repair of the goods. All conditions and warranties complied by statute law or otherwise howsoever, to the extent possible, are hereby extremely excluded.

11. Retention of Title

(a) In this clause:

- (i) "PPSA" means the Personal Property Securities Act 2009*
- (ii) "PPSR" means the Personal Property Securities Register*
- (iii) "Security Interest" has the meaning prescribed to it pursuant to the PPSA*
- (iv) "Purchase money security interest" has the meaning prescribed to it pursuant to the PPSA*
- (v) "Security Agreement" has the meaning prescribed to it pursuant to the PPSA*
- (vi) "Commingled Goods" has the meaning prescribed to it pursuant to the PPSA.*

(b) Title in the goods purchased by the customer shall not pass to the customer until payment in full is received. The customer shall, where practical, store the goods in a safe place separate from other goods. Where the goods supplied are used in a manufacturing process or become commingled goods the customer shall:

- (i) where practical, store any item manufactured using the goods or commingled goods separate from other goods until the customer has paid for the goods; or*
- (ii) retain the proceeds of sale of the manufactured items or commingled goods on trust for the supplier and use the proceeds of sale to pay the supplier for the goods or pay any other money owing to the supplier.*

(c) The customer acknowledges this retention of title clause creates a Security Interest in the goods, any manufactured items, any commingled goods and any proceeds of sale of the goods, manufactured items and commingled goods. Such interest shall be registered by the supplier on the PPSR at its discretion. The customer shall not object to such registration. The supplier shall be entitled to claim the cost of registering the Security Interest and discharging the Security Interest from the customer which cost shall include reasonable legal fees and any fees payable pursuant to the PPSA or its regulations.

12. Certificate

A certificate signed by an officer of the Company will be prima facie evidence of the Customer's liability to the Seller at the date of the certificate.

13. Jurisdiction

The proper law of all contacts arising between the Company and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest the Company.

14. GST

All prices quoted by the Company are G.S.T exclusive unless otherwise stated. The Customer shall pay an addition to the price any G.S.T payable in respect to any supply as delivered by the G.S.T Act.

TERMS AND CONDITIONS OF TRADING (Office Copy)

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Initials _____

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14. GST

All prices quoted by the Company are G.S.T exclusive unless otherwise stated. The Customer shall pay an addition to the price any G.S.T payable in respect to any supply as delivered by the G.S.T Act.

ACCEPTANCE BY SUPPLIER

The Company hereby accepts this application by the Customer and these documents, the Application, Guarantee and this Acceptance, together form a Security Agreement as defined by the Personal Property Securities Act 2009.

Company Details:

Name

ACN

ABN

Address

DATED the day of 20 .

.....
Authorised Officer of Supplier

Print Name:

Economix Service Charges

ITEM	DESCRIPTION	CHARGE
All rates are exclusive of GST		
Normal Operating Hours Note: All public holidays are treated as a Sunday	Monday to Friday – 6.00am to 4.00pm Saturday – 6.00am to 1.00pm	Not Applicable
After Normal Opening Hours Charge Note: Rates are calculated from "Time Batched"	Monday to Friday – 4.00pm to 6.00am Saturday – After 1.00pm Other – Sunday and Public Holidays	\$40.00/m3 with a minimum Charge of \$160.00 per load \$40.00/m3 with a minimum Charge of \$160.00 per load \$60.00/m3 with a minimum Charge of \$240.00 per load
Plant Operating Fee Note: Please ensure a minimum of 24 hours notice is given	The fee to open the plant outside Normal Operating Hours	\$2,500.00 per 4 hours (or part thereof)
Truck Stand By	A surcharge of \$120.00 per truck per 30 minutes (or part thereof) will be imposed for out of hours deliveries whereas an order does not proceed at the original time booked	\$80.00 per truck per 30 minutes (or part thereof)
Excess Discharge Time (Waiting Time)	Applies after 30 minutes on site for Deliveries of 4 cu.m and over (Maxi Truck) Applies after 30 minutes on site for Deliveries of 2.6 cu.m and under. (Mini Mix Truck)	\$3.00/minute after the first 30 minutes during normal working hours. \$4.00/minutes after the first 30 minutes outside normal working hours.
Minimum Cartage	Applies to all loads less than 4.0m3 whereas a maxi truck is ordered. Applies to all loads that are equal or less than 2.8 cubic metres and whereas specifically a mini mix truck is ordered, All balances equal to or below are charged out at mini mix rates.	For loads less than 4.0m3 (\$40.00 per m3 or part thereof) Mini Mix Rates Apply
Extra Distance Charge	All concrete rates are quoted to cover a 20km radius from our concrete plants. For any distance greater than 20km, a \$1.50km/m3 surcharge applies	Distance greater than 20km then \$1.50/m3/km
Slump Modification	Concrete ordered with a slump of more than 80mm will incur the following additional charge The rate of \$3.00per m3 for every 10mm slump increase	\$3.00/m3 per 10mm slump increase
Environmental Disposal Fee (Dumping Fees)	Applies to any unused concrete returned from the site. On all occasions, customers have the choice of discharging on site or if concrete is returned to Economix, the following rate is charged 0.6m3 or greater environmental disposal fee	\$100.00 per m3 or part thereof
Plant Delay Fees	Delays to the production process in areas of: -Modifying start times on loads -Changing the agreed number of loads -Holding Economix vehicles on site for times exceeding 60mins	Economix reserves the right to recover costs up to \$12,000 per hour
Order Cancellation	This applies when an order that is equal to or greater than 10.0m3 is cancelled after 3.00pm on the day prior to the pour	\$1200.00 per event
Administration Fee	Printing of replacement invoices or delivery dockets	\$15.00/copy
Manual Additions	Additions of customer supplied products	\$125.00 Load
Truck Washouts	A charge of \$30.00 load is applicable if the customer requests the addition of colour, chemical additives, steel fibres, exposed aggregate and grout mixes.	\$30.00 Load
Super Set Accelerator	High Medium Low	\$ 15.00/m3 \$ 10.00/m3 \$ 7.00/m3

Area – Melbourne Metropolitan & Geelong Region

Effective Date 1st October 2018

Issue date – 30th August 2018

* Prices Subject to change without notice

Economix Concrete Technical Service Charges

STANDARD TESTING Weekdays between 6.00am and 4.00pm	PER UNIT BILLING	CHARGE All rates are Exclusive of GST
Single Set – Standard Cylinder Testing (100mm cylinder minimum of 3) with NATA certificate. Testing as per AS1012 Parts 1,3,8,9	Per set of 3	\$225.00
Multiple Set – Standard Cylinder Testing (100mm cylinders minimum of 3) with NATA certificate. Testing as per AS1012 Parts 1,3,8,9	Per set of 3	\$225.00
Extra Cylinder (100mm diameter)	Each	\$75.00
Standard indirect tensile testing (Minimum of 3 specimens with NATA certificate) Testing as per AS1012 Parts 1,3,8,10	Per set of 3	\$260.00
Standard Flexural Testing (300mm x 100mm x 100mm beams minimum of 3) with NATA certificate Testing as per AS1012 Parts 1,3,8,11	Per set of 3	\$600.00
Extra Beam (300mm x 100mm x 100mm Beam)	Each	\$200.00
Standard Flexural Testing (450mm x 150mm x 150mm beams minimum of 3) with NATA certificate Testing as per AS1012 Parts 1,3,8,11	Per set of 3	\$1200.00
Extra Beam (450mm x 150mm x 150mm beam)	Each	\$400.00
Standard Shrinkage Testing (3 Prisms) with NATA certificate Testing as per AS1012 Part 13	Per Set	\$795.00
ADDITIONAL TESTING Weekdays between 6.00am and 4.00pm	PER UNIT BILLING	CHARGE All rates are Exclusive of GST
Extra Slump test (If already on site)	Each	\$75.00
Air Content and Yield test (If already on site)	Each	\$95.00
Test for chlorides and sulphates	Each	\$380.00
Fibre Content Count	Each	\$350.00
Site Establishment Fee (For testing where tester is not already onsite)	Each	\$125.00
Site Investigation and Reports (Melbourne Metro Area Per Hour)	Per Hour	\$125.00
Schmidt Hammer Test and Report (Melbourne Metro Area Per Report, Includes Travel Additional Charges may apply if more sample points are required)		\$350.00
Site Supervision (where our representative is onsite assisting with trucks, slumps etc)	Per Hour	\$125.00
Core Test (cure, cap, crush and report only) Additional surcharges for securing of cores and site establishment may Also be charged	Each	\$250.00
OUT OF HOURS CHARGES In addition to the above rates	PER UNIT BILLING	CHARGE All rates are Exclusive of GST
Weekday testing 4.00pm – 6.00am	Each	+50%
Saturday testing 7.00am – 1.00noon		
Saturday testing before 7.00am and after 12.00noon	Each	+100%
Sunday and Public Holiday testing		
Slow testing Less than 6 cylinder in 3 hours or slump only testing	Hour	\$120.00
Extra Travel	KM	POA
Site Inspection and report	Per event	POA
Moulds Lost or Damaged on site	Per mould	\$200.00
Late cancellation of testing Within an hour of scheduled delivery time	Each	\$150.00
Late cancellation of testing (Sunday or Public Holiday) Within an hour of scheduled delivery time	Each	\$350.00

Area – Melbourne Metropolitan & Geelong Region

Effective Date 1st April 2017

Issue date – 1st December 2016