



CHALLENGE CHEMICALS AUST.

ACN 009 156 718



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To:
Challenge Chemicals Aust Pty Ltd
ACN 009 156 718
ABN 68 059 129 568

6 Butcher Street
Kwinana
Western Australia 6167

Telephone: (08) 9419 5577
Facsimile:(08)94194958

Email:accounts@challengechemicals.com.au

Application for Supply of Goods on Credit

Terms and Conditions of Supply

Trading Name _____
 Bus Address _____
 Postal Address _____
 Telephone _____ Fax: _____
 Business/Occupation _____
 Date Bus Reg ___/___/___ Name & Branch of Bank _____
 Credit Limit \$ _____

CORPORATE CUSTOMER

Company Name _____ ABN _____
 Regd Office _____

Name & Address of Directors:

Family name _____ Given Names _____
 Current Address _____
 Family name _____ Given Names _____
 Current Address _____

SOLE PROPRIETOR OR PARTNERSHIP CUSTOMER

Family name _____ Given Names _____
 Current Address _____
 Family name _____ Given Names _____
 Current Address _____

The Customer applies to trade with Challenge in accordance with the Terms and Conditions overleaf.

DECLARATION

I am/we are authorised to sign this application on behalf of the Customer.

SIGNED _____ date ___/___/___

SIGNED _____ date ___/___/___

Application Registration No. _____	Approved Account No _____
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Terms & Conditions

1. If this Application is approved:
 - 1.1 Challenge will notify the Customer of the applicable Credit Limit and any conditions of approval. Any conditions of approval are deemed incorporated in these terms and conditions.
 - 1.2 The Customer must pay for all Goods supplied on credit on or before the Due Date without any counterclaim or set off.
 - 1.3 The debit balance of the Account must not at any time exceed the Credit Limit.
 - 1.4 Overdue Moneys bear interest which accrues daily on the balance of overdue Moneys at the Rate and is payable on the last business day of each month. Payments received by Challenge are applied in payment of interest first and then to the balance of overdue Moneys.
 - 1.5 The Customer must pay to Challenge a delivery fee on all orders for Goods supplied by volume where the volume does not exceed 25 litres.
 - 1.6 A Default Event occurs if:
 - (a) the Customer commits an act of bankruptcy or is declared bankrupt;
 - (b) the Customer enters into any composition or arrangement with the Customer's creditors;
 - (c) any execution is levied against the Customer's property which is not satisfied or withdrawn within 30 days;
 - (d) a petition for the Customer's winding up is filed or the Customer is wound up;
 - (e) the Customer is placed in receivership or an administrator is appointed;
 - (f) the Customer ceases to trade or carry on business;
 - (g) a cheque for the payment of Moneys is dishonoured;
 - (h) any Moneys are overdue;
 - (i) the Customer is in default under these terms and conditions; or
 - (j) the Customer ceases to carry on business in the usual manner to the Customer.
 - 1.7 If a Default Event occurs:
 - (a) Challenge may terminate the supply of Goods;
 - (b) all Moneys become immediately due;
 - (c) any Moneys in respect of Goods are recoverable as a debt if Challenge gives notice to the Customer to that effect; and
 - (d) Challenge may retake possession of any Goods which have been delivered to the Customer.
 - 1.8 Challenge may at any time and from time to time:
 - (a) vary these terms and conditions; or
 - (b) vary or cancel the Credit Limit,in each case without assigning any reason.

- 1.9 Until all Moneys are paid or satisfied in full:
- (a) the ownership of the Goods remains at all times with Challenge;
 - (b) the Customer:
 - (i) holds the Goods as Challenge's fiduciary agent and bailee;
 - (ii) must properly store the Goods separately from any other goods and in a manner which clearly shows Challenge as the owner of the Goods;
 - (iii) must insure the Goods;
 - (iv) must account to Challenge for all proceeds of the Goods, including insurance proceeds;
 - (v) must permit Challenge reasonable access to the Customer's premises at any time to inspect the Goods; and
 - (vi) may sell the Goods as fiduciary agent for Challenge; and
 - (c) if a Default Event occurs, Challenge may:
 - (i) retake possession of the Goods and sell them; or
 - (ii) if it notifies the Customer that Moneys in respect of the Goods are recoverable as a debt, sue for those Moneys.
- 1.10 Despite clause 1.9 risk passes to the Customer on delivery of the Goods.
- 1.11 The Customer may not return goods to Challenge after the expiry of 48 hours from delivery. The return of Goods will not be accepted by Challenge unless supported by an invoice.
2. If the Customer is a trustee of any trust:
- (a) it is bound by these terms and conditions as trustee for that trust; and
 - (b) it warrants that it has authority and power to trade with Challenge in accordance with these terms and conditions under the trust instrument and by law.
3. The Customer shall no later than 14 days prior to any proposed change of ownership, shareholding, effective control or directors of the Customer or any proposed sale of the Customer's assets other than in the ordinary course of the Customer's ordinary business notify Challenge of the proposed change.
4. All reasonable costs, expenses and disbursements incurred by Challenge (including debt collection agency fees and legal costs) arising from or incidental to Challenge exercising a right under these terms and conditions or arising from a Default Event, are payable by the Customer on demand and the Customer must indemnify Challenge on demand in respect of any losses or claims suffered or incurred by Challenge as a consequence of any Default Event.
5. These terms and conditions:
- (a) may only be varied as provided herein or in writing on behalf of both parties; and
 - (b) prevail in the event of any inconsistency with other terms and conditions relating to the supply of Goods.
6. If any part of these terms and conditions or any related document is or becomes void or unenforceable that part is severed so that all parts which are not or do not become void or unenforceable remain in full force and effect and are unaffected by the severance.
7. In these terms and conditions:

- 7.1 "Account" means each account of the Customer with Challenge for moneys owing in relation to the supply of Goods on credit;
- "Application" means the application in which these terms and conditions are incorporated;
- "business day" means any day other than a Saturday, Sunday or gazetted public holiday in Western Australia;
- "Credit Limit" means the credit limit notified by Challenge to the Customer from time to time;
- "Default Event" means an event specified as a Default Event in clause 1.6;
- "Due Date" means the 30th day following the date of the statement for Goods supplied to the Customer;
- "Goods" means goods or services supplied or to be supplied by Challenge to the Customer;
- "Moneys" means all moneys now or in the future owing by the Customer to Challenge on any account; and
- "Rate" means in respect of each part of the Moneys 12% per annum or such other rate as Challenge prescribes in respect of that part of the Moneys or nominates by notice to the Customer from time to time;
- 7.2 (a) words and expressions importing the singular include the plural and vice versa; and
- (b) words and expressions importing one gender include all genders.
8. If the Customer is more than one person the obligations and liabilities on the part of the Customer in these terms and conditions bind all of them jointly and each of them severally.
9. these terms and conditions are governed by the laws of Western Australia and the applicable laws of the Commonwealth of Australia and the Customer submits to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts of the Commonwealth of Australia.
10. A certificate signed by any officer of Challenge is conclusive evidence of the fact or matter certified in the absence of manifest error.
11. Challenge's failure to exercise any right or power does not operate as a waiver and a partial exercise of a right or power does not preclude any further exercise of the right or power.

TRADE REFERENCES:

Name: _____	Phone: _____
Address: _____	Fax: _____
Name: _____	Phone: _____
Address: _____	Fax: _____
Name: _____	Phone: _____
Address: _____	Fax: _____

PRIVACY PROTECTION OF INFORMATION PRIVACY ACT 1988

TO: Challenge Chemicals Aust Pty Ltd ACN 009 156 718 ("Challenge")

I/We refer to the application for credit or commercial credit in the name of:

("Applicant")

Authority for Challenge to obtain certain credit information

1. To enable Challenge to assess the Applicant's application for credit or commercial credit, I/we authorise Challenge:
 - * To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to credit provided by Challenge.
 - * To obtain from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Challenge. This is in accordance with Section 18K(1)(b) of the Privacy Act.
 - * To obtain a report containing information about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person in relation to credit provided by Challenge. This is in accordance with Section 18L(4) of the Privacy Act.
 - * To obtain a report from a credit reporting agency and other information in relation to my/our commercial credit activities.
2. To enable Challenge to assess whether to accept me/us as guarantor for credit or commercial credit applied for, or provided to, the Applicant I/we authorise Challenge:
 - * To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to my/our guarantee to Challenge.
 - * To obtain a report containing information about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person in relation to my/our guarantee to Challenge.
 - * To obtain a report from a credit reporting agency and other information in relation to my/our commercial credit activities.

Acknowledgment and authority that credit information may be given to a credit reporting agency

I/We understand that Section 18E(8)(c) of the Privacy Act allows Challenge to give a credit reporting agency certain personal information about me/us which I/we authorise Challenge to do. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- The fact that the Applicant has applied for credit and the amount.
- The fact that Challenge is a credit provider to the Applicant.
- Payments which become overdue more than 60 days.
- Advice that payments are no longer overdue.
- Cheques drawn by me/us/the Applicant which Challenge has dishonoured more than once.
- In specified circumstances, that in the opinion of Challenge I/we/the Applicant have/has committed a serious credit infringement.
- That the credit provided to the Applicant by Challenge has been discharged.
- That I/we have offered to guarantee the Applicant.

Authority to exchange information with other credit providers

In accordance with Section 18N(1)(b) of the Privacy Act, I/we authorise Challenge to give to and obtain from credit providers named in the Applicant's credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my-our credit arrangements. I/we understand this information 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 from each other under the Privacy Act 1988.

I/We understand the information may be used for the following purposes:

- To assess an application by me/us/the Applicant for credit.
- To assist me/us/the Applicant to avoid defaulting on my/our/the Applicant's credit obligations.
- To notify other credit providers of a default by me/us/the Applicant.
- To assess my/our/the Applicant's credit worthiness.
- To assess my/our worth as a guarantor to Challenge regarding the Applicant.

Authority for trade insurers

In accordance with Section 18K(1)(e) of the Privacy Act, I/we authorise a trade insurer in relation to an application by the Applicant for commercial credit to obtain my/our credit report to assess whether to insure or the risk of insuring Challenge or to assess the risk of default by the Applicant on the commercial credit.

Authority for Challenge to give information to guarantor/s

I/We authorise Challenge to give to the guarantor/s of credit or commercial credit provided to the Applicant by Challenge personal information about my/our credit worthiness, credit standing, credit history or credit capacity relating to the credit facilities provided to the Applicant the subject of the guarantee/s or for any purpose related to the enforcement or proposed enforcement of the guarantee/s.

Continuing Authority

I/We agree that if Challenge approves the Applicant's application for credit all authorities in this document remain in force until cancelled by Challenge.

Signed this day of 19

(PLEASE PRINT)

FULL NAME AND ADDRESS

SIGNATURE

SIGNATURE OF WITNESS

