



PROVANS TIMBER & HARDWARE PTY LTD

Account Application Important Information

The following application has been produced to provide specific information in order for Provans Timber & Hardware Pty Ltd to open a 30-day trading account for your company.

Unless all sections are completed by the applicant Provans Timber & Hardware Pty Ltd will be unable to legitimise this 30-day trading account application and therefore unable to open an account for you.

Please read the following pages carefully and complete/reply to all questions paying particular notice to those with an (*) alongside the question.

Upon receiving your application our accounts department will process your application by seeking a credit check through either Dunn & Bradstreet or Baycorp Advantage. This process normally takes no longer than 1 to 2 hours. We then seek confirmation through your trade references by faxing a request of your trading history with them. This process can take some time depending on their procedures on replying to requests for credit information.

Upon receiving all the information a decision is quickly made by Provans Timber & Hardware to either open or decline the application and you will be notified either way via mail.

Please remember the more information you can provide us will help us in processing your application quickly.

Kind regards

A handwritten signature in black ink, appearing to read "P. Calleya", with a long horizontal flourish extending to the right.

Paul Calleya
Systems Manager

PROVANS TIMBER & HARDWARE P/L

A.B.N. 79 972 027 628

62 Alexandra Parade, Clifton Hill, Victoria 3068 **Telephone: (03) 9489 8255** Facsimile: (03) 9482 1426

Website: www.provans.com.au Email: sales@provans.com.au

ADMINISTRATION

THE GARD TIMBER GROUP

P.O. Box 167, Clifton Hill, Victoria 3068 **Telephone: (03) 9482 4400** Facsimile (03) 9482 7766 Email: accounts@gard.com.au

Provans Timber & Hardware Pty Ltd (ACN 005 257 705)

APPLICATION FOR A 30 DAY TRADING ACCOUNT

* Applicant's full Name:

* ACN No:	* ABN No:
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* Trading as:

*Of Trading Address:	*Postcode:
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*Postal Address:	*Postcode:
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* Phone:	* Fax:
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* Mobile:	* Email:
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* Type of Entity: Sole Trader Partnership Public Company Private Company Trust

Registered Address:	Postcode:
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Phone:	Fax:
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Nature of Business:	Date Established:
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*** Directors/Partners/Proprietors or Applicant:**

Name	Address	Date of Birth	Driver Licence N ^o
1.			
2.			

(If more than 2 please provide further names on separate page)

Bank (Name):	Contact:	Phone:
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*** TRADE REFERENCES (Major Suppliers)**

1	Name:	Avg Monthly Purchases: \$
	Phone:	Fax:
2	Name:	Avg Monthly Purchases: \$
	Phone:	Fax:
3	Name:	Avg Monthly Purchases: \$
	Phone:	Fax:

MBA/HIA Reg. No.:		Builders Reg. No./Lic. No.:	
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*** ANTICIPATED TRADING**

* Estimated Monthly Purchases: \$	* Required Credit Limit: \$
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TERMS OF PAYMENT

The Company's Terms of Payment require payment to be made no later than the last day of the month following the month in which the services are rendered and/or the goods supplied. In the event of payment not being received as specified the Applicant shall pay to the Company by way of liquidated damages a default charge calculated by the application of a daily percentage rate of 0.07% on the unpaid balance of the amount due (GST inclusive) from the due date until the date that the total amount due under the Company's Terms and Conditions of Trading is paid in full.

APPLICANT'S DECLARATION

The Applicant requests the Company to open an account on the basis of the Terms and Conditions of Trading set out overleaf and acknowledges having read and understood such terms and conditions and agrees to be bound by them. The Applicant and the Signatory to this Application further acknowledges that the information provided in this Application is true and correct and has been relied upon by the Company to determine whether to grant the Applicant credit and that the Signatory has full authority to complete this Application Form on behalf of the Applicant.

The Applicant further agrees that the Company may disclose the information contained in this Application to a credit reporting agency in accordance with the Privacy Act and may give to or obtain a report regarding the Applicant's commercial activities and commercial credit worthiness from a credit reporting agency or any credit provider named in this Application or disclosed by a credit reporting agency.

The Applicant further agrees that in the event of the Company granting it credit it shall immediately notify the Company of any change in any of the information or details herein contained.

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

You should not sign this declaration unless this loan is wholly or predominantly for business or investment purposes.

By signing this declaration you may lose your protection under the Consumer Credit Code.

*Dated: _____

*Signature of person signing: The Applicant

*Print name of person signing: The Applicant

*Position of person signing on behalf of the Applicant

GUARANTEE

TO:

Provans Timber & Hardware Pty Ltd (ACN 005 257 705)
of 62 Alexandra Parade, Clifton Hill, Victoria. 3068.

(hereinunder called "**the Company**")

IN CONSIDERATION of the Company agreeing to supply the following Applicant

_____ ("**the Customer**")
with goods and services on credit

*I/We _____ ("**the Guarantor**")

*of _____

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under the Company's Terms and Conditions of Trading or whether arising in any other way on any account whatsoever operated by the Customer with the Company **AND I/WE DECLARE** that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or to the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or 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 letter given to the Guarantor and such demand or notice or 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 on a solicitor and own client basis incurred by the Company of and incidental to this Guarantee or 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 DECLARE** that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primary liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee and form and against all losses, damages, costs, charges and expenses of any kind which the Company may incur because of or arising out of the default by the Customer under the Company's Terms and Conditions of Trading or howsoever arising **AND I/WE FURTHER DECLARE** that the proper law of this Guarantee shall be the law of the State of Victoria and that any proceedings to be taken by the Company may be taken in the Courts of such State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of such State.

The Guarantor agrees that:

- (a.) the Company may seek from a credit reporting agency a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as a Guarantor for credit applied for or provided to the Customer; and
- (b.) if the Company approves the Customer's application for credit this agreement shall remain in force until the credit facility covered by the Customer's application ceases.

AND THE GUARANTOR HEREBY DECLARES that I/We understand the nature and effect of the within Guarantee and I/We have had the opportunity of obtaining independent legal advice before signing this Guarantee.

*DATED the _____ day of _____ 200 _____

*SIGNED by **Guarantor**) _____

*In the presence of) _____

*SIGNED by **Witness**

*Witness' full name and address

*SIGNED by **Guarantor**) _____

*In the presence of) _____

*SIGNED by **Witness**

*Witness' full name and address

Provans Timber & Hardware Pty Ltd (ACN 005 257 705)

62 Alexandra Parade, Clifton Hill, Victoria. 3068

TRADING TERMS

1. Definitions:

"Company" means Provans Timber & Hardware Pty Ltd (ACN 005 257 705).

"Customer" means the person in whose name an account is maintained by the Company and/or for whom goods/services are supplied/provided by the Company.

"GST" means GST within the meaning of the GST Act.

"GST Transition Act" means the A New Tax System (Goods and Services Tax Transition Act) 1999.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

The following expressions bear the same meaning as in the GST Act: "tax invoice", "taxable supply" and "value".

2. General:

These Trading Terms shall apply to the establishment, operation and use of an account and to all transactions effected by the Customer on an account or on a cash basis and shall apply to the exclusion of all others including any terms and conditions of the Customer. These Trading Terms shall apply as if incorporated into the Customer's orders and no variation shall apply unless with the written agreement of the Company.

3. Acceptance of Contract:

A formal contract shall be deemed to have been entered into upon receipt by the Company of an order either written or verbal from the Customer.

4. Payment:

(a) The Customer shall pay the Company for services rendered and/or goods supplied by the Company by the last day of the month following the month in which the services are rendered and/or the goods supplied.

(b) If the Customer does not make payment within the time stipulated then the Customer shall pay by way of liquidated damages a default charge calculated by the application of a percentage rate of 0.07% per day on the unpaid balance of the GST inclusive amount due from the due date for payment until the date that the total sum due to the Company is paid in full.

If the Customer fails to pay for any services and/or for goods supplied by the Company then the whole amount then owing by the Customer to the Company shall become immediately due and payable.

Where payment is by cash the amount owing is due and payable immediately.

5. Credit Card Payments:

If a Customer pays its outstanding account by a credit card, the Customer shall pay to the Company the Merchant's Service Fee applicable to the credit card at the time of the transaction. The fee will be added to the sale price of the goods and the services provided by the Company.

6. GST:

(a) To the extent that a party makes a taxable supply in connection with these Trading Terms, except where express provision is made to the contrary, the consideration payable by a party under these Trading Terms represents the value of the taxable supply for which payment is to be made.

(b) Subject to clause 6(c), if a party makes a taxable supply pursuant to these Trading Terms for a consideration which, under clause 6(a), represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

(c) A party's right to payment under clause 6(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

7. Enforcement Expenses:

If the Customer defaults under these Trading Terms it shall pay to the Company upon demand all costs including without limitation all legal costs (on a solicitor/own client basis), all mercantile agents fees incurred by the Company in recovering or attempting to recover all amounts outstanding and payable under these Trading Terms, any GST payable by the Company and any dishonour or bank fees incurred by the Company relating to payments made by the Customer.

8. General Lien:

The Company shall, in respect of all unpaid debts due from the Customer, have a general lien of all goods and property produced for the Customer and shall be entitled on the expiration of 14 days notice to the Customer to dispose of such goods or property as the Company thinks fit and to apply the proceeds towards such debts.

9. Limitation of Liability:

(a) Section 68A of the Trade Practices Act 1974 ("the Act") has the effect of enabling a corporation which has contracted to supply goods and services to limit its liability in certain circumstances for breach of conditions and warranties implied by the Act.

(b) Subject to the qualifications in Section 68A of the Act, the Company's liability for breach of a condition or warranty implied by Division 2 of Part V of the Act in the case of goods and/or services supplied to a Customer shall be limited to: in the case of goods, any one or more of the following:

(i) *the replacement of the goods or the supply of equivalent goods;*

(ii) *the repair of the goods;*

(iii) *the payment of the cost of replacing the goods or of acquiring equivalent goods;*

(iv) *the payment of the cost of having the goods repaired; or*

in the case of services

(i) *the supplying of the services again; or*

(ii) *the payment of the cost of having the services supplied again.*

(c) Except as required by law and as herein provided all implied conditions and warranties with respect to the goods and services supplied by the Company to the Customer including without limitation warranties as to quality, fitness for purpose and sale by sample are excluded. In particular the Company does not accept any liability for any direct, indirect or consequential loss or damage caused to the Customer or any other person which arises out of the negligence or carelessness of the Company or any of its employees, servants, contractors, suppliers or agents, or which arises directly or indirectly from the use of any information, advice or recommendation of any Company employee or from any alleged breach of duty in respect of any goods or services supplied by the Company. The Company shall not be liable for any damage arising from the goods not being fit for any purpose for which the same may be used or supplied or in respect of any claim that the goods were not of merchantable quality or do not correspond with the description on the Company's invoice and/or the Company's packaging.

(d) Nothing in this clause 9 shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services of all or any of the provisions of Part V of the Act or any relevant or similar State or Federal legislation which by law cannot be excluded, restricted or modified.

10. Cancellations of Orders:

Orders cannot be cancelled except upon terms which will compensate the Company at the rates provided in the Company's quoted charges (or if no charges are quoted at the Company's standard charge rates) for all work done and materials used or specially procured, to the date of the cancellation. The compensation will also take into account any GST payable in accordance with clause 6(b).

11. Suspension of Credit:

The Company may at any time and without assigning any reason therefore refuse to extend any credit to the Customer.

12. Claims and Returns:

(a) A Customer will be deemed to have accepted goods received by it as being in accordance with its order unless it notifies the Company in writing of its claim within 7 days from the date of receipt of the goods.

No return of the allegedly defective or faulty goods will be accepted by the Company unless the Company has given prior written authorisation for the return of the goods.

If the Company consents to the return of the goods the Customer must:

(i) provide the Company with a written statement setting out the reasons for the goods' return;

(ii) provide details of the original invoice number and the date of delivery of the goods;

(iii) provide a copy of the receipt or delivery docket relating to the goods sold;

(iv) return the goods in their original condition as at the time of their sale;

(v) pay to the Company an administrative handling charge of \$25.00 for the Company's processing costs associated with the return of the goods.

13. Property in Goods Sold:

(a) Property in all goods supplied to the Customer remain with the Company until the Company has received payment in full for all goods and the Customer has discharged in full all of its accounts with the Company relating to all contracts made with the Company.

(b) If payment is made by the Customer by way of a cheque ownership shall not pass to the Customer until the cheque has been honoured.

(c) Until the goods are paid in full the Customer shall hold the goods as bailee for the Company and shall keep the goods as a bailee for the Company and shall store and identify the goods in a manner that clearly shows the Company's ownership thereof and shall pay the proceeds of any sale of the goods into a separate bank account.

(d) If the Customer fails to pay for the goods by the stipulated due date the Customer (without prejudice to the Company's other rights) agrees to deliver up the goods to the Company upon demand by the Company and the Customer irrevocably authorises the Company to enter upon its premises and to retake possession of the goods which remain unpaid and thereupon the Company shall be entitled to resell the goods.

(e) The parties acknowledge that by supplying or accepting goods on the terms herein specified they are not intending to create a charge, mortgage or other security interest over any of the goods supplied.

14. Sales Tax:

The Company shall in addition to the value of the goods and/or services supplied be entitled to charge the amount of any sales tax payable whether or not included in the quotation unless a signed official order is received by the Company with an exemption certificate or number having been provided in accordance with current sales tax legislation and subject to the GST Transition Act.

15. Customer's Insolvency:

If the Customer:

(i) becomes bankrupt; or

(ii) is the subject of an application to wind up the Customer, or if a receiver, a receiver and manager, or an administrator is appointed in respect of the Customer or any of the Customer's assets;

or

(iii) makes an arrangement or composition with the creditors of the Customer or attempts to make such an arrangement or composition; or

(iv) is unable to pay the debts of the Customer as they fall due; or

(v) ceases business; or

(vi) has execution levied against any of the assets of the Customer; or

(vii) has a mortgagee enter or seek to enter into possession of any of the assets of the Customer; then all monies then owing to the Company (including any amounts which would not otherwise be payable until a later date or dates) shall become immediately due and payable.

16. Credit Provided for Business Purposes:

The Customer acknowledges that the credit provided to it by the Company under these Trading Terms shall be applied wholly or predominantly for business or investment purposes (or for both purposes).

17. Force Majeure:

Contracts and deliveries may be suspended by the Company in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, theft, crime, force majeure or the inability of the Company to procure necessary materials or articles preventing or retarding performance of the contract and no responsibility shall be attached to the Company for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the Company. In such circumstances, the Company shall be entitled to determine the contract with the Customer and the Customer shall not have any claim for damages arising out of the cancellation.

18. Power to Sell Goods:

Nothing in these Trading Terms shall prevent the Customer from selling goods to any third party provided that the proceeds of any sale shall be held in trust by the Customer for the Company.

19. Company to Provide Information for Sales Tax Credits:

The Company must make available to the Customer such information that allows the Customer to calculate any special credits in respect of sales tax paid on stock to which the Customer is entitled

20. Customer's Property:

(a) The Customer's property and all property and materials supplied to the Company by or on behalf of the Customer will be held at the Customer's risk and the Company accepts no liability whatsoever for loss of or damage to property or material unless otherwise agreed by the Company in writing.

(b) Unless otherwise agreed in writing by the Company, the Company accepts no responsibility for the insurance of the Customer's property or material.

(c) The Customer shall have no right or title to data stored by the Company on disks or any other electronic form of storage. If the Customer requires any data stored by the Company, the Company may charge the Customer for the cost of down loading such data at its reasonable discretion. Disks and tapes supplied by the Customer and/or authorised persons shall remain the property of the Customer.

21. Certificate:

A certificate signed by an officer of the Company will be prima facie evidence of the Customer's liability to the Company under these Trading Terms as at the date of the certificate.

22. Time:

Time shall be the essence of all arrangements made between the parties and without limitation for payment of all monies owed by the Customer to the Company pursuant to the provisions specified in these Trading Terms.

23. Jurisdiction:

These Trading Terms are governed by the laws of the State of Victoria and the parties agree that all claims and disputes arising hereunder shall be determined in a Court of competent jurisdiction nearest Melbourne and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the Court.

24. Notices:

Any notice by one party to the other shall be sufficiently served if served personally or by facsimile transmission or by e-mail or, if posted, by pre-paid post to the party to be served at the registered office of the party or its last known place of business and shall be deemed to have been received within two days of the date of posting if served by post and immediately upon transmission if served by facsimile transmission or e-mail.