

Precast Civil Industries Pty
Ltd ABN 78 615 726 924
Rocla Pty Ltd ABN 31 000 032 191

Credit Terms and Conditions – Precast Civil Industries Pty Ltd

Trading as: Civilmart, Tellam Civil Products, BCP Precast, Toowoomba Tanks, CM Concrete, CPC, MC Pipes, Icon Septech
and
Rocla Pty Ltd trading as Civilmart Rocla.

SECTION 1: Credit Terms & Conditions

1. The “Customer” means the applicant referred to in Section 1. The Customer hereby applies to Precast Civil Industries Pty Ltd trading as Tellam Civil Products &/or BCP Precast &/or Toowoomba Tanks &/or C-M Concrete Products &/or MC Pipes, &/or Icon Septech-Vic, &/or Cooke Precast Concrete &/or Civilmart Bendigo &/or Civilmart (ABN 78 615 726 924) and Rocla Pty Ltd ABN 31 000 032 191 (herein after collectively referred to as Precast) for a credit account.
2. Should this application be accepted (with such acceptance to be in writing) by Precast the Customer agrees that the credit account shall be subject to the terms of this application and Precast’s Terms of Trade, a copy of which is contained attached or available upon request and which the applicant acknowledges having read and understood (collectively the Precast Terms) form part of a contract between the Customer and Precast and the contract does not include any terms and conditions varying or in addition to the Precast Terms unless such terms and conditions have been expressly agreed in writing by Precast. No prior correspondence, discussion or other terms and conditions form part of this contract unless stated in this contract.
3. For the purpose of security payment to Precast
 - Charge
 - 3.1 charges all of the Customer’s right, title and interest in all present and after acquired real and personal property (including anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a charge) in favour of Precast for all amounts owing by the Customer to Precast, whether now or in the future (Secured Monies);
 - 3.2 authorises and consents to Precast lodging a caveat or caveats or to registering a financing statement on the Personal Property Securities Register to note Precast’s interests under this clause;
 - 3.3 Irrevocably appoints Precast and any person nominated by Precast severally as the attorney of the Customer with power to execute, sign and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) any document to give effect to this security);
 - Mortgage
 - 3.4 charges all of the Customer’s right, title and beneficial interest in all present and after acquired real property in favour of Precast to secure the Secured Monies;
 - 3.5 agrees to deliver to Precast within seven (7) days of written demand by Precast a mortgage in registrable form incorporating the covenants contained for the jurisdiction relevant for the mortgage to be registered;
 - 3.6 authorises and consents to Precast taking all actions necessary to give effect to this security including the lodgement of a caveat upon the title of the Customer’s real property;
 - 3.7 irrevocably appoints Roe/a and any person nominated by Precast severally as the attorney of the Customer with power to execute, sign and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
4. Personal Property Securities Act 2009 (Cth)(PPSA)
 - 4.1 Security interest. The Customer grants a security interest in all the Customer’s present and after-acquired property to Precast to secure payment to Precast.
 - 4.2 Enforcement costs. The Customer must pay or reimburse Precast (on a full indemnity basis), all costs and expenses of Precast in connection with:
 - (a) appointing a Receiver or Receiver and Manager;
 - (b) enforcing, exercising or protecting its security interest over this document;
 - (c) maintaining, protecting or realising the Collateral; and
 - (d) a default by the Customer.
 - 4.3 Exclusion of PPSA provisions. To the extent the law permits:
 - (a) the contract with Precast excludes any provisions of the PPSA which may be excluded in Precast’s discretion and which would otherwise confer rights on the Customer;
 - (b) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) Precast need not comply with sections 95, 118, 121(4), 129, 130, 132(3)(d), 132(4), or 135; and
 - (ii) sections 142 and 143 are excluded.
 - (c) for the purposes of section 115(7) of the PPSA, Precast need not comply with sections 132 and 137;
 - (d) if the PPSA is amended after the date of this document to permit the Customer and Precast to agree to not comply with or to exclude other provisions of the PPSA, Precast may notify the Customer that any of these provisions is excluded, or that Precast

need not comply with any of these provisions, as notified to the Customer by Precast; and

(e) the Customer and Precast must not disclose information of the kind specified in section 275(1) of the PPSA.

4.4 Exercise of rights by Precast. The Customer agrees that where Precast has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.

5. Privacy Act 1988 (Cth) (Privacy Act)

5.1 The Customer acknowledges and agrees that Precast may collect personal information and credit information about the Customer and its directors, officers, partners and the Guarantors (each a Relevant Party) as set out in Precast's privacy policy and the Precast Terms.

5.2 The Customer warrants to Precast that it has obtained the consent of each of the Relevant Parties to the collection, use, and disclosure of their personal information and credit information by Precast.

5.3 The applicant's attention is hereby drawn to Precast's privacy policy (which includes Precast's credit policy), a copy of which is attached or is available to view at <https://www.civilmart.com.au/privacy-policy/>.

6. The law of the State or Territory in which this credit application is lodged shall apply to the terms of this application and any proceedings in respect of or any cause of action arising out of this application shall at the option of Precast be instituted, heard and determined in a court of competent jurisdiction in the capital city of that state and such court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.

7. The signatories to the application certify that they are authorised to sign this application on behalf of the Customer.

8. The Customer declares that if this application is successful and credit is granted then the credit is to be applied wholly or predominately for business purposes.

9. The Customer acknowledges that it has received, read, understood and accepted the Precast Terms.

10. Electronic execution
Each party consents and agrees that this application may be executed and delivered by an online system using a web-based portal, or by way of email or other electronic means, and in each case, it must be considered an original and each party is legally bound by it as if the application was delivered as an original document with original signature.

Dated this Day of 20.....

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT:

PRINT NAME OF AUTHORISED OFFICER:

POSITION:

Lodgment of this application does not guarantee credit will be provided and all applications are subject to assessment by Precast.

