

Postal Address: **K & RJ MATTHEWS QUARRIES PTY. LTD.**
 PO BOX 340
 TRARALGON VIC 3844

ACN: 006 574 349 ABN: 44 006 574 349

Tel: (03) 5174 3131 Fax: (03) 5176 0855

Email: admin@mquarry.com.au

ACCOUNT APPLICATION FORM

GENERAL INFORMATION (MUST BE COMPLETED BY ALL CUSTOMERS)			
Applicants Name:			
Business is conduct as: (please tick applicable.)			
Sole Trader		Partnership	
Private Company		Public Company	
Company Name &/or Trading Name:			
ABN:			
ACN:			
Business Address:			
Postal Address (if different to business address):			
Trading/Delivery Address:			
Contact Details			
Business No.		Fax No.:	
Business Email:			
Accounts Contact:			
Contact Number:		Fax Number	
Email:			
Purchasing Contact:		Email:	
Contact Number:		Fax Number	
Email	Email:		
Nature of the Business			
How long has the Business been operating			
Previous Company/Trading Name (s) (if applicable)			
Does the business operate as trustee of trust	YES / No		
If yes, please provide details (including name of trustee)			

NAME AND ADDRESS OF ALL DIRECTORS / PROPRIETORS OR, IF OPERATING AS A SOLE TRADER OR PARTNERSHIP, NAME AND ADDRESS OF SOLE TRADER OR PARTNERS AND TRUST NAME (IF APPLICABLE).

Please supply separate listing if insufficient space

Full Name			
Date Of Birth	/ /		
Residential Address			
Drivers License No.		State of Issue:	
		Expiry Date:	

Full Name			
Date Of Birth	/ /		
Residential Address			
Drivers License No.		State of Issue:	
		Expiry Date:	

Full Name			
Date Of Birth	/ /		
Residential Address			
Drivers License No.		State of Issue:	
		Expiry Date:	

Bank Details (Business:

Name of Bank:		BSB No.:	
Branch Address:		Account No.:	

Account Limit Requested:

Average Monthly Account Sought \$:	
Maximum Account Limit Sought \$:	

Trade References (MAJOR SUPPLIERS PLEASE) (minimum of 3 references)

Please supply separate listing if insufficient space

Name:			
Address:			
Phone Number:		Fax Number:	
Email:			

Name:			
Address:			
Phone Number:		Fax Number:	
Email:			

Name:			
Address:			
Phone Number:		Fax Number:	

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

Conditions means these general terms and conditions of sale;

Contract means an order by the Customer for the sale of Goods by MQ to the Customer that is accepted by MQ;

Customer means a person, firm or corporation seeking to acquire, or who acquires, Goods from MQ, and if there is more than one, these Conditions bind them jointly and each of them severally and includes all persons or entities described as "the Customer" in a credit application submitted to MQ;

Goods means goods supplied by MQ;

Guarantor means those people named as Guarantor in a credit application executed by the Customer;

MQ means K & RJ MATTHEWS QUARRIES PTY LTD (ABN 44 006 574 349);

A word or term defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in these Conditions where used in connection with the GST imposed under that Act.

2. Basis of Contract

2.1 These Conditions are binding on the Customer with respect to all Goods ordered by it, Goods supplied or agreed to be supplied by MQ, for the provision of credit by MQ in relation to such Goods and for each Contract.

2.2 These Conditions and each Contract applies to the exclusion of all documents conflicting with or purporting to modify them, whether issued before or after the date of these Conditions or any Contract (including, without limitation, the Customer's terms and conditions of trade, invoices and order confirmation forms).

2.3 Orders made by the Customer for the supply of Goods must be in writing and made in the form approved by MQ from time to time and are subject to these Conditions.

2.4 MQ may only accept an order by:

- notifying the Purchaser in writing of the acceptance;
- notifying the Purchaser that Goods are available for delivery; or
- delivering the Goods to the Purchaser.

2.5 Any written quotation or order form provided by MQ to the Customer in respect of the proposed supply of Goods is deemed to be an invitation only to the Customer to place an order based upon that quotation. Quotations issued by MQ are valid for 7 days from the quotation date.

3. Payment

3.1 Unless otherwise specified by MQ, the Customer must pay for Goods within 14 days of the end of month after MQ issues an invoice for the Goods, without set off or deduction.

3.2 The Customer must pay MQ by depositing funds into the bank account nominated by MQ, or in such other method as is agreed by MQ.

3.3 MQ may at any time set-off amounts owed by MQ to the Customer from the amounts owed by the Customer to MQ.

4. Pricing

4.1 Prices for the supply of Goods exclude GST and any other taxes, duties or imposts imposed on or in relation to the Goods. The price for the goods will be increased by the amount of any GST and any other taxes, duties or imposts which may be applicable .

4.2 The Customer will arrange and pay for all costs associated with the carriage and insurance of the Goods from MQ's nominated collection address unless otherwise specified by MQ.

4.3 The prices payable by the Customer for Goods may be adjusted by MQ at any time before the delivery date, whether or not a price has previously been specified.

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5. Default by Customer

- 5.1 If any of the following occur, it will be an Event of Default:
- (a) the Customer defaults in payment by the due date of any amount payable to MQ;
 - (b) the Customer or Guarantor breaches these Conditions;
 - (c) if the Customer is a company, a receiver or manager or both is appointed over some or all of the assets of the Customer, an application to wind up the Customer is made, the Customer proposes to or enters into a compromise, or scheme of arrangement with any of its creditors or it proposes or effects the appointment of an administrator;
 - (d) if the Customer is a natural person, it commits an act of bankruptcy, dies or becomes of unsound mind; or
 - (e) any Guarantor withdraws his, her or their guarantee or becomes insolvent or bankrupt.
- 5.2 If an Event of Default occurs, then all money which would become payable by the Customer to MQ at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer and MQ may, without prejudice to any other remedy available to it:
- (a) exercise its right to repossess Goods in accordance with clause 6;
 - (b) charge the Customer interest on any sum due to MQ at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 6% cent for the period from the due date until the date of payment in full;
 - (c) engage a debt collection agency or legal representative to commence debt recovery proceedings and charge and debit to the Customer's account all costs and disbursements incurred in so doing on a full indemnity basis;
 - (d) revoke, suspend or vary any credit account and require any further transactions with the Customer to be on a cash before delivery basis;

- (e) recover from the Customer any or all losses, damages, costs, interest, fees, charges (including handling charges payable to MQ and its suppliers) and all expenses incurred by MQ as a result of the Customer's default; and
- (f) cease or suspend, for such period as MQ thinks fit, supply of Goods to the Customer without liability to the Customer or any third party for any loss or damage whether of a direct or consequential nature, even if MQ has already accepted an order from the Customer.

6. Retention of Title and PPSA

- 6.1 For the purposes of clause 6, the terms PMSI and Proceeds have the meaning given to those terms by the Personal Property Securities Act 2009 (Cth) (PPSA).
- 6.2 All Goods supplied by MQ to the Customer is at the risk of the Customer upon the Goods being dispatched to the Customer by MQ.
- 6.3 Despite the risk having passed to the Customer, property and title in the Goods remains with MQ until all amounts owing by the Customer to MQ have been paid in full, notwithstanding that payments may be made for the settlement of specific claims and Contracts.
- 6.4 The Customer agrees that these Conditions and, in particular, clause 6.3, create a security interest (including, where applicable, a PMSI) in Goods (and their Proceeds) supplied by MQ to the Customer from time to time.
- 6.5 The Customer irrevocably consents to MQ registering its security interest on the personal property securities register to register its interest.
- 6.6 The Customer agrees to do all things necessary and execute all documents reasonably required by MQ to register the PMSI and each other security interest granted by the Customer under these Conditions and ensure that MQ acquires a perfected security interest in the Goods under the PPSA.

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- 6.7 Until title in the Goods passes to the Customer, the Customer will keep and maintain all Goods free of any charge, lien or security interest except as created under these Conditions, and must not otherwise deal with the Goods in a way that will or may prejudice the rights of MQ under these Conditions or the PPSA.
- 6.8 Until title to Goods passes to the Customer under clause 6.3, the Customer waives its rights under sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 135, 143, 157(1) and 157(3) of the PPSA, to the extent that it is permitted by law. MQ may also contract out of any other provision of the PPSA not specified in this clause as determined by MQ from time to time, provided that is also permitted under the PPSA.
- 6.9 Where MQ has rights in addition to those under Part 4 of the PPSA, those rights continue to apply.
- 6.10 The Customer agrees that repossession (where possible) and retention of Goods pursuant to the PPSA will only satisfy so much of the amounts owing by the Customer to MQ as is equivalent to its estimation of the market value of the Goods as at the date of repossession, and the repossession and retention will immediately extinguish any rights or interest the Customer has in the Goods.
- 6.11 Until title to Goods passes to the Customer under clause 6.3, the Customer must not give to MQ a written demand, or allow any other person to give to MQ a written demand, requiring MQ to register a financing change statement under the PPSA in respect of the Customer or the Goods, or allow any other person to enter into the personal property securities register a financing change statement under the PPSA in respect of the Goods.
- 6.12 The Customer will be responsible for payment of any fees (and any other costs) that MQ incurs in relation to investigating, perfecting or registering MQ's security interest in the Goods, and those fees and costs may be added as a charge on invoices issued by MQ to the Customer.
- 6.13 Money that MQ receives from the Customer or on the Customer's account may be applied by MQ in any order that MQ may determine in its absolute discretion.

- 6.14 The Customer may not assign or factor its right and interest in any debt owed by one of its customers to the Customer on account of the proceeds of sale of any Goods by the Customer on credit or deferred payment Conditions without MQ's prior written consent.
- 6.15 For the avoidance of doubt, in addition to the powers under section 125 of the PPSA, MQ may take any action after default authorised by these Conditions or the law, including delaying any disposal, leasing or action to retain any secured property.
- 6.16 Until title to Goods passes to the Customer under clause 6.3, the Customer must maintain the Goods in a safe and marketable condition and in such a manner so that the Goods are stored separately and are readily identifiable as MQ's property.

7. Performance of contract

- 7.1 Any period or date stated by MQ for the delivery of the Goods is intended as an estimate only and is not a contractual commitment. MQ will use commercially reasonable efforts to meet any estimated dates but will in no circumstances whatsoever be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date, even if such loss or damage is caused by the act or omission of MQ.

8. Delivery and Risk in Goods

- 8.1 Risk in the Goods and all insurance responsibility for theft, damage or loss in respect of the Goods will pass to the Customer upon the Goods being loaded onto the relevant transport at MQ's premises, whether such transport is arranged by MQ or the Customer.
- 8.2 MQ may deliver any of the Goods in a Contract by part delivery and is entitled to invoice each part delivery and be paid for each part delivery in accordance with these Conditions. The Customer shall not refuse to accept or pay for a delivery on the basis that the Goods are delivered by part deliveries and cannot insist upon a partial delivery or pre-delivery of Goods.

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9. Specifications

- 9.1 The Customer warrants that all specifications for the manufacture, testing, quality, design or performance of the Goods provided to MQ are accurate and complete and that, if they are complied with by MQ in the manufacture of Goods ordered by the Customer, those Goods will be:
- (a) fit for the Customer's purposes or for any purpose for which Goods of that kind are ordinarily acquired; and
 - (b) of acceptable quality.
- 9.2 The Customer warrants that where it provides parts or materials for use by MQ or provides manufacturing directions or specifications, it is legally entitled to do so.
- 9.3 MQ has no responsibility whatsoever to verify specifications supplied by the Customer.

10. Liability

- 10.1 To the extent that the Customer acquires Goods from MQ as a consumer (as that term is defined in the Australian Consumer Law), the Customer may have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.
- 10.2 Nothing in this clause 10 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would:
- (a) contravene that statute; or
 - (b) cause any term of these Conditions to be void, (Non-excludable Obligation).
- 10.3 Except in relation to Non-excludable Obligations, MQ is not responsible or liable to the Customer for any or all defects in items comprising a component(s) of Goods that have not been manufactured by MQ and that have been supplied to MQ by a third party. These Conditions apply to such items supplied to MQ in the same manner and effect that these Conditions apply to Goods.
- 10.4 The Customer must inspect all Goods delivered by MQ immediately upon delivery.

- 10.5 Any claim by the Customer relating to any defect in the manufacture of the Goods or any shortage or other non-conformity to a Contract must be made in writing and received by MQ within 7 days after delivery of the Goods. Unless such claim is received by MQ within the specified period, the Customer is deemed to have accepted the Goods. Any such claim made by the Customer must be accompanied by the relevant MQ invoice, delivery docket and, where relevant, a specimen of the Goods showing the alleged defect.
- 10.6 Subject to any express written warranty otherwise given by MQ, and except in relation to Non-excludable Obligations, all warranties, conditions and representations (including samples and specifications supplied by MQ), whether express or implied or whether in writing or oral, are expressly negated and do not form part of these Conditions.
- 10.7 The maximum liability of MQ to the Customer arising under or in connection with Goods or these Conditions, (except for a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law and except for liability arising under or in connection with goods of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which MQ's liability is not so limited under these Conditions), whether such liability arises from any claim based on breach of repudiation of contract, breach of warranty, negligence, tort, statutory duty or other, will in no case exceed one or more of the following at the election of MQ:
- (a) replacement of Goods or supply of equivalent Goods;
 - (b) repair of Goods;
 - (c) payment of the cost of replacing the Goods or acquiring equivalent Goods; or
 - (d) payment of the cost of having the Goods repaired.
- 10.8 Except in relation to Non-excludable Obligations, in no event will MQ be liable to the Customer (including in negligence) under or in connection with these Conditions for any loss of revenue, goodwill or profit or any indirect, consequential, punitive special or exemplary loss, damage,

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- cost or expense or indirect damages of any type or kind.
- 10.9 MQ may, from time to time provide general advice, recommendations, information and assistance in relation to the Goods supplied by it or their use or application (General Advice and Recommendations) in good faith to a Customer. However, the Customer and any party to whom the Customer supplies Goods and/or provides any General Advice and Recommendations provided by MQ, must make its own assessment as to the suitability or application of the General Advice and Recommendations to the Customer's or other party's particular circumstances and needs. To the extent permitted by law and subject to the Non-excludable Obligations, MQ is not liable for any loss or damage suffered by the Customer or any other person as a result of any reliance on General Advice and Recommendations.

11. Warranty Against Defects

- 11.1 Goods supplied and manufactured by MQ are free from defects in materials and workmanship as at delivery of the Goods to the Customer.
- 11.2 In order to make a claim under this warranty, the Customer must:
- (a) notify MQ within 48 hours of any Goods that the Customer believes may contain a defect. Provided the Customer has given prior notice to MQ in accordance with this clause, the Customer must provide MQ with the invoice, delivery docket and testing report for those Goods at the Customer's expense;
 - (b) provide any information requested by MQ in relation to the Goods, maintenance or installation of the Goods; and
 - (c) allow MQ or its employees or agents to inspect the Goods (on request).
- 11.3 The Customer must notify MQ of Goods it believes contains a defect by sending claims to:
- Post: K & RJ Matthews Quarries Pty Ltd
PO Box 340, Traralgon, VIC 3844
- Email: admin@mquarry.com.au
- Tel.: (03) 5174 3131
- Fax: (03) 5176 0855

- 11.4 MQ will conduct testing to verify whether Goods are defective. Goods will be considered free from defects if they are manufactured or supplied to and in accordance with any specifications provided by the Customer. If MQ determines Goods are defective, MQ will, at its option, repair or replace those defective Goods and will deliver, at its cost, the repaired or replaced Goods to the Customer.
- 11.5 This warranty does not apply in circumstances where:
- (a) the Goods are not defective;
 - (b) the Goods were used for a purpose other than for which they were intended;
 - (c) the Goods were repaired, modified or altered by any person other than MQ;
 - (d) the defect has arisen due to misuse, neglect, accident or incorrect installation or use of the Goods;
 - (e) the Goods have not been stored or maintained as recommended by MQ;
 - (f) defects result from MQ complying with specifications provided by the Customer;
 - (g) damage is caused by faulty or inappropriate materials that were required to be used in the Goods by specifications provided by the Customer, even though such materials may have been used in conjunction with components sourced by MQ that are not detailed in such specifications;
 - (h) the defect has arisen due to normal wear and tear on the Goods;
 - (i) the Customer is in breach of these Conditions.
 - (j) where the Goods are defective, and the defect is merely aesthetic and that aesthetic defect is caused by normal use.

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- 11.6 MQ's liability under this warranty is limited to repairing or replacing any Goods that MQ accepts are defective and covered by this warranty. MQ's liability does not extend to any indirect, special or consequential damages arising out of or in connection with the use or performance of the Goods or other damage with respect to any economic loss, loss of property, loss of revenue or profit, loss of enjoyment or use, cost of removal, installation or other consequential damage of any nature.
- 11.7 Any repair or replacement under this warranty does not extend the original warranty for the whole repaired or replaced Goods nor does it commence a new warranty period for parts used in the replaced or repaired Goods.
- 11.9 In a case where repairs are made, the Customer acknowledges there may be small changes in colour or specification to the repaired Goods.
- 11.10 If the Customer is a consumer as defined in the Competition and Consumer Act 2010 (Cth):
- (a) the following statement applies, as required by that Act: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure; and
 - (b) the benefits provided by the warranty in this clause 11 are in addition to other rights and remedies available to the Customer under that Act and similar legislation.

12. Cancellation and Variation

- 12.1 If, through circumstances beyond the control of MQ, MQ is unable to supply the Goods to the Customer, then MQ may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer. MQ will be under no liability to the Customer or any third party for any damages or losses, whether direct or indirect, resulting from such cancellation.

- 12.2 No Contract for the supply of Goods may be cancelled or varied after the acceptance of the Contract by MQ without the prior written consent of MQ. If the Customer purports to cancel or vary any Contract, such attempt may, at MQ's election, be treated as a repudiation of that Contract and the Customer must pay to MQ all losses, damages, costs, interest, fees, charges, including handling charges payable to both MQ and its suppliers (if any), and the expenses incurred or suffered by MQ as a result of the repudiation of the Contract.
- 12.3 Contracts may not be varied by the Customer unless the variation is in writing and is accepted by MQ in writing.

13. Customer Warranty

- 13.1 The Customer warrants and declares that all information supplied by the Customer as part of these Conditions and application for credit from MQ is true and correct in all respects. Any credit account approved by MQ for the Customer is granted by MQ on the basis of information supplied by and representations made on behalf of the Customer and in particular, on the information disclosed by the Customer in relation to ownership of the Customer as set out in the credit application for that credit account.

14. Credit Application

- 14.1 A credit limit approved by MQ and advised to the Customer must not be exceeded. MQ periodically reviews its credit limits. The Customer requests MQ to review and revise its credit limit from time to time. MQ may in its discretion reject or accept any request by the Customer to increase its credit limit. MQ may reduce the Customer's credit limit at any time with its approval. MQ may also reduce the Customer's credit limit without approval, but MQ will not reduce its credit limit below the amount owed by the Customer to MQ at the time of the reduction, without prior consultation with the Customer
- 14.2 MQ, or its representatives, reserves the right to actively pursue collection of any amount owed to MQ. All costs incurred by MQ of or in connection with that collection must be paid for by the Customer as a debt owed to MQ.

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15. Guarantee and Indemnity

- 15.1 In consideration of MQ agreeing to supply the Customer with the Goods and provide credit to the Customer, each Guarantor agrees, jointly and severally:
- (a) To guarantee to MQ due performance by the Customer of all its obligations to MQ under these Conditions or otherwise.
 - (b) To pay on demand to MQ any amount not paid by the Customer when due, together with any costs and expenses MQ incurs in connection with enforcing its rights under these Conditions.
 - (c) To indemnify MQ and keep MQ indemnified in respect of, and pay MQ on demand the amount of, any loss suffered or cost or expense incurred by MQ arising from any breach by the Customer of its obligations to MQ.
 - (d) That this Guarantee and Indemnity is a continuing guarantee and indemnity and will continue until all of the obligations of the Customer to MQ have been discharged in full.
 - (e) That MQ may at any time without notice to the Guarantor and without in any way discharging the Guarantor from any liability, grant to any other Guarantor or Customer any indulgence, time or concession and accept payment in cash or by way of negotiable instrument and treat the Guarantor in all respects as though the Guarantor was (or if more than one Guarantor, the Guarantors are jointly and severally) liable with the Customer instead of merely as surety for the Customer.
 - (f) That this Guarantee and Indemnity is fully effective notwithstanding that for any reason action cannot be taken or enforced against the Customer or it being found that this Guarantee and Indemnity is partly or wholly invalid or unenforceable in respect of any Guarantor(s).
 - (g) That the obligations of the Guarantor(s) will not merge or be deemed to have merged in any judgment or security obtained by MQ against the Customer.

- (h) That each Guarantor is bound notwithstanding that one or more of the persons named as Guarantor(s) may never execute these Conditions or that the execution by one or more of such persons is or may become incomplete, void or voidable.
- (i) That the Guarantor(s) are not entitled to require notice of the amount of credit extended from time to time to the Customer or notice of any alteration to these Conditions to the Customer but will be bound in all respects by this Guarantee and Indemnity in regard to all dealings between MQ and the Customer whether or not there are changes to these Conditions.

16. MQ Credit Policy

- 16.1 Except as required by law, MQ will only use or disclose the personal information provided by the Customer or Guarantor in the ways set out in MQ's credit information policy, a copy of which is available on or on request.
- 16.2 The credit information policy contains information about credit reporting, including the credit reporting bodies to which MQ may disclose the Customer's or Guarantor's credit information. The information contained on the website includes a Statement of Notifiable Matters and Management of Credit Information Policy. MQ can provide a hard copy of that statement to the Customer or Guarantor upon request.
- 16.3 The key issues contained in the Statement of Notifiable Matters include the Customer's or Guarantor's rights to access and seek correction of credit information MQ holds about the Customer and the Guarantor, the credit reporting body MQ may disclose information to and the consequences for the Customer not providing information to MQ.

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17. General

- 17.1 These Conditions are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria.
- 17.2 If required by MQ, the Customer will agree to a novation or assignment of these Conditions and any unfulfilled Contracts to the nominee of MQ. The Customer will execute all documents whatsoever required in order to give effect to the novation or assignment.
- 17.3 A failure or delay in the exercise, or partial exercise, of:
 - (a) a right arising from a breach of these Conditions; or
 - (b) a right, power, authority, discretion or remedy created or arising upon default under these Conditions, does not result in a waiver of that right, power, authority, discretion or remedy.
- 17.4 These Conditions, a credit application signed by the Customer / Guarantor and accepted by MQ and any warranties

implied by law that are not capable of being excluded or modified, embody the entire agreement between the parties and, subject to the express terms contained on any Contract and written acceptance by MQ which will apply only to that particular Contract, all previous negotiations, representations, warranties, specifications, arrangements or statements whether expressed or implied are excluded.

- 17.5 If any provision of these Conditions is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this deed nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

DO NOT COMPLETE: (OFFICE USE ONLY)			
Account Application Received By:			
		Date:	/ /
References checked and recommendations:			
Signature		X	
		Date:	/ /
Account Approved	YES / No	Account Limit \$:	
Special Terms (If Any):			
Account Approved by:			
		Date:	/ /

ENSURE TO RETURN ALL 13 PAGES OF THIS DOCUMENT TO K & RJ MATTHEWS QUARRIES PTY LTD, INCLUDING INITIALING THE BOTTOM OF ALL PAGES WHERE REQUESTED AS ACKNOWLEDGEMENT THAT YOU HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS.

NOTE:

A COPY OF OUR CREDIT INFORMATION POLICY CAN ALSO BE FOUND ON OUR [WEBSITE](#)

Initial Here X.....

SIGNATURE BY CUSTOMER			
The customer, by signing this account application, agrees to be bound by MQ's General Terms and Conditions of Sale, a copy of which it acknowledges having received and read.			
IF COMPANY:			
EXECUTED by			
In accordance with section 127 of the Corporations Act 2001			
Name of Director / Secretary (cross out non applicable role)			
Signature	X		
		Date:	/ /
Name of Director / Secretary (cross out non applicable role)			
Signature	X		
		Date:	/ /
IF PARTNERSHIP:			
Name			
Signature	X		
		Date:	/ /
Name			
Signature	X		
		Date:	/ /
IF SOLE TRADER:			
Name			
Signature	X		
		Date:	/ /
SIGNATURE BY GUARANTORS			
The guarantors, by signing this credit application, agree to give the guarantee and indemnity set out at clause 17 of MQ's General Terms and Conditions of Sale a copy of which it acknowledges having received and read.			
Name			
Signature	X		
		Date:	/ /
Name			
Signature	X		
		Date:	/ /

STATEMENT OF NOTIFIABLE MATTERS

1. **K & RJ Matthews Quarries Pty Ltd's (we, us or our) Credit Information Policy (Policy)** is available on our website (www.matthewsquarries.com.au). A copy of the Policy and this Notification Statement can be provided in hard copy upon request. The Policy contains information the customer and guarantor under a credit application with us (**you** or **your**) should be aware of before completing that application, but only where you are a natural person.
2. The Policy contains the following information:
 - a) how you may access the credit eligibility information we hold about you;
 - b) how you may access and seek the correction of credit information or credit eligibility information that we hold;
 - c) how you may complain about our failure to comply with Division 2 of Part IIIA of the *Privacy Act 1988* (Cth) (**Privacy Act**) or a registered credit reporting code that binds us and how we will deal with such a complaint;
 - d) that we may obtain personal information about you from a third party such as a business that provides information about commercial credit worthiness (**credit reporting body**) and may also disclose personal information to such bodies.
 - e) we collect, hold, use and disclose personal information for the following purposes:
 - i. to obtain a consumer or commercial credit report about you;
 - ii. to allow the credit reporting body to create or maintain a credit information file
 - iii. containing information about you; and/or to exchange information with persons named in any credit report for the purpose of determining whether to give credit to you or notifying other credit providers of a default by you (it being understood that the information exchanged can include anything about the credit worthiness, credit standing, credit history or credit capacity of you as is allowed by the Privacy Act).
3. If you do not provide the requested personal information, we may not be able to assess whether to provide you with products or services on credit terms.
4. We are unlikely to disclose credit information to a credit reporting body, however we may do so in order to obtain information from the credit reporting body to establish your eligibility for credit.
5. We may obtain information from a credit reporting body, such as Veda Advantage, that helps us assess your credit worthiness and a credit reporting agency may give to a guarantor a credit report about a client whose obligations the guarantor guarantees.
6. If you commit a serious credit infringement, we may disclose that to a credit reporting body.
7. You may contact us if you wish to access the information we hold, to seek a correction of any such information or to make a complaint about our failure to comply with our privacy obligations. The Policy explains these matters in greater detail.
8. You may contact a credit reporting body to request they do not use your credit reporting information for the purposes of pre-screening you for direct marketing by a credit provider.
9. You have the right to request a credit reporting body not to use or disclose credit reporting information about you if you believe on reasonable grounds that you have been or are likely to be a victim of fraud.