



**BRIDGE MILLING PTY LTD ACN 084 806 511
CUSTOMER APPLICATION FORM**

BRIDGE MILLING PTY LTD ACN 084 806 511 CUSTOMER APPLICATION FORM					
APPLICANT/CUSTOMER DETAILS:					
Trading Name and ABN of Applicant:					
Entity Type:	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Trustee <input type="checkbox"/>	Sole trader <input type="checkbox"/>	Other <input type="checkbox"/>
Legal Name of Applicant:					
ACN if a Company / Date of Birth if an Individual:					
Postal Address:					
Date Established:			Credit Limit Requested:	\$	
Delivery Address:					
Email:		Telephone:	Fax:		
Contact Person:		Mobile:			
NAME AND ADDRESS OF DIRECTOR(S) / PARTNERS / PROPRIETOR(S)					
Name:	Designation:	Residential Address:	Phone No:	Date of Birth:	
CREDIT REFERENCES: (Minimum of 3 regular established and unrelated accounts)					
	Name:	Business:	Email:	Address:	Phone No:
1.					
2.					
3.					
DECLARATION AND AGREEMENT:					
In consideration of BRIDGE MILLING PTY LTD agreeing to provide the Services to the Applicant named above, you (or in the case of an Applicant that is not a sole trader, you on behalf of the Applicant) hereby:					
1.	agree to the Terms set out on the reverse side of this form;				
2.	declare that the information supplied in this form is true and correct; and				
3.	consent to BRIDGE MILLING PTY LTD obtaining a credit check on the Applicant's credit rating and history.				
Full Name:		Signed:			
Position:		Date:			
GUARANTEE & INDEMNITY:					
In consideration of BRIDGE MILLING PTY LTD agreeing to provide the Services to the Applicant at my/our request:					
1.	I/We unconditionally: a. guarantee to BRIDGE MILLING PTY LTD the due and punctual payment by the Applicant of all monies payable in accordance with the Terms set out on the reverse side of this form as and when the same become due and payable by the Applicant; and b. indemnify BRIDGE MILLING PTY LTD against any losses, charges and expenses which BRIDGE MILLING PTY LTD might incur as a result of any default by the Applicant under the credit facility or the enforcement of this Guarantee, including but not limited to the costs of collection and legal costs.				
2.	I/We agree to be deemed as principal debtor for all accounts held by the Applicant with BRIDGE MILLING PTY LTD.				
3.	I/We agree that this Guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this Guarantee is both joint and several.				
4.	I/We agree that my/our liability under this Guarantee shall not be discharged, abrogated, prejudiced or affected by: a. the granting of time, credit or the indulgence or other concession to the Applicant; b. any alteration, modification, variation or addition to any agreement in respect of the supply of goods and services; or c. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, my/our obligations under this Guarantee or any powers or remedies conferred upon BRIDGE MILLING PTY LTD by this Guarantee or by law.				
5.	I/We confirm that I/we have been advised by BRIDGE MILLING PTY LTD that I/we should seek legal advice before signing this Guarantee.				
Guarantor Name:		Signed:		Designation:	
Guarantor Name:		Signed:		Designation:	
Witness Name:		Witness Signed:		Date:	

**BRIDGE MILLING PTY LTD
TERMS OF TRADE**

In these Terms of Trade, we have used "we", "us" and "our" to refer to **BRIDGE MILLING PTY LTD** and "you" to refer to you, our customer. By agreeing to receive the Services from us you agree to these Terms.

1. SERVICES

- 1.1 You may request us to provide the Services from time to time by notifying us in such manner as we shall determine.
- 1.2 If you request Services from us, we have no obligation to accept the request. The request for Services will not be effective until we approve and accept the request by confirmation to you.
- 1.3 If we accept your request, we will use reasonable endeavours to provide the Services to you within the timeframe we agree with you, the timeframe specified in our Quote or, if no time is agreed or specified, within a reasonable time.

2. TITLE

- 2.1 Title to the Materials shall vest in us upon the Materials being delivered to our Site or otherwise being collected by us from you.

3. PRICE AND PAYMENT

- 3.1 All our prices are exclusive of GST and other taxes and duties and you must pay those amounts in addition to our price.
- 3.2 The price for the Services will be calculated based on the nature, quantity, weight and density of the Materials (which may be set out in our Quote, if any, or Schedule of Rates).
- 3.3 You must pay for Services by:
 - (a) paying the full price that we specify for the Services and associated costs before we provide the Services to you (in which case, we shall have no obligations to you until you have paid for the Services in full); or
 - (b) if we give our consent, paying the full price we specify within 30 days after the end of the month in which the Services are provided to you; or
 - (c) if we provide you with a Quote which you accept, paying for the Services referred to in the Quote on the terms set out in the Quote.
- 3.4 We may refuse consent to you requesting Services from us for payment on credit (that is, payment either pursuant to clause 3.2(b) or (c)), unless you have completed our customer application form and we have approved your application for credit based on the information in that form. We may revoke our consent at any time by written notice to you in which case you must immediately pay to us all amounts you owe us.
- 3.5 Our prices are subject to change without notice, unless you have received official notice in writing that your request for Services/Quote has been accepted by us.
- 3.6 If we provide a Quote to you, it is based on information available to us at that time and we may charge you more than the amount quoted if our costs (e.g. the cost of labour, materials, transport, tax, exchange rates or other costs) or the specifications of the Services change. Any Quote will be valid and open for your acceptance for 30 days from the date of the Quote.
- 3.7 All payments shall be made without set-off or deduction. Receipt of a cheque, bill of exchange, or other negotiable instrument will not constitute payment and you remain liable for payment until payment is received by us.
- 3.8 We may apportion payments to outstanding accounts as we see fit.

4. DEFAULT

- 4.1 You will be in Default if:
 - (a) you fail to pay an amount due under these Terms by the due date for payment; or
 - (b) you commit a breach of any of your other obligations under these Terms or the terms of any other contract you have entered into, or enter into in the future, with us or one of our related entities; or
 - (c) you become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with your creditors, do any act which would render you liable to be placed in liquidation or have a receiver appointed over your property, commit an act of bankruptcy, cease to be of full legal capacity, or die; or
 - (d) an event or a series of events (whether related or not) occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations to us.
- 4.2 If you are in Default then we may, at our option, do any one or more of the following:
 - (a) charge you default interest at 10% per annum on any late payments calculated on a daily basis from the due date until the date payment is received;
 - (b) require you to remedy the default in the manner and within the period that we tell you;
 - (c) require you to pay to us all amounts you owe us immediately;
 - (d) suspend or terminate your account with us; and/or
 - (e) exercise any rights that we have under these Terms or that are available to us at law.
- 4.3 We may suspend or terminate your account with us at any time in our sole discretion. If your account is terminated, you must immediately pay us any amount you owe us. Termination will not affect any of our rights that have arisen before termination.

5. WARRANTIES

- 5.1 The *Competition and Consumer Act 2010* and *Competition and Consumer Act 2010, Schedule 2 (Australian Consumer Law)*, and other statutes may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. Other than expressly provided for in these Terms, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 5.2 The guarantees contained in the Australian Consumer Law are excluded where you acquire goods and services from us for the purposes of a business.

6. LIMITATION OF LIABILITY

- 6.1 Except as expressly otherwise provided by clauses 6.2 or 6.3, we shall not be liable for any loss or damage or liability of any kind whatsoever (including but not limited to special, consequential or incidental loss, penalty or lost profit revenues or business, loss of use of equipment and costs of substitute equipment or facilities) whether suffered or incurred by you or another person and whether in contract, tort (including negligence), warranty, liability, equity otherwise and whether such loss or damage arises directly or indirectly from Services provided by us to you, by our delay in the performance of the Services or for any other reason.

- 6.2 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Services concerned that you have actually paid to us.

- 6.3 We may agree to a higher limitation of liability with you than the limit provided in clause 6.2, but such agreement will only be effective if recorded in writing and signed on our behalf by an authorised signatory.

- 6.4 While every effort has been made to supply the Services in accordance with the request and/or any Quote or estimate provided to you for the Services, we will not be liable for any loss or damage arising from any representations or warranties, either express or implied.

- 6.5 To the maximum extent permitted by law, you hereby indemnify, and forever hold harmless, us from all losses, liabilities costs and expenses caused or contributed to by any negligent and/or wilful act or omission or any breach of these Terms by you or by us arising from the Services in accordance with these Terms, including, but not limited to, providing contaminated Materials to us.

7. SAFETY

- 7.1 You must ensure that all personnel involved in, or in relation to, the delivery of the Materials to us are wearing appropriate personal protection and comply with our policies and procedures at all times.

8. PRIVACY OF INFORMATION

- 8.1 You authorise us:
 - (a) to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
 - (b) to disclose information about you (i) to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us; and (ii) to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms.

9. NOTICES

- 9.1 Any notice may be given by phone, in person, posted, or sent by facsimile or email to you or where you are a company, to any of your directors.

10. CONFIDENTIALITY

- 10.1 You shall at all times treat as confidential all non-public information and material received from us and shall not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any new intellectual property and our prices.

11. COSTS

- 11.1 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms.

12. CREDIT INFORMATION

- 12.1 You consent to us, or any financier or credit-rating agency, making enquiries of and obtaining any information about your financial standing and credit worthiness.

13. JURISDICTION

- 13.1 These Terms are governed by the laws of South Australia. You may take legal action against us only in a South Australian Court.

14. DISPUTES

- 14.1 Any claim or dispute arising under these Terms shall be determined by arbitration under the *Commercial Arbitration Act 2010* if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the South Australian Courts.

15. FORCE MAJEURE

- 15.1 We shall not be liable for delay or failure to perform our obligations under these Terms if the cause of delay or failure is beyond our reasonable control.

16. GENERAL

- 16.1 These Terms replace any earlier representations, warranties, understandings and agreements (whether oral or written), and together with your customer application form and Quote (if any) constitute the entire agreement between us and you relating to their subject matter.
- 16.2 You shall not transfer or assign your rights, powers or obligations under these Terms without our prior written consent.
- 16.3 No failure or delay by us in insisting upon the strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.
- 16.4 We may change these Terms at any time. Any change applies from when it is published on our website or notified to you in writing.

17. DEFINITIONS

- 17.1 In these Terms unless the context otherwise requires:

"**Default**" has the meaning set out in clause 4.

"**Materials**" means uncontaminated recyclable concrete and such other materials as notified to you by us from time to time.

"**Quote**" means our quotation to provide the Services to you for a specified price (subject to adjustment in accordance with these Terms) and on these Terms as varied in the Quote.

"**Schedule of Rates**" means our schedule of rates for the Services and associated costs as issued and amended by us from time to time.

"**Services**" means the acceptance of the Materials by us from you for the purposes of, amongst others, the recycling of such Materials by us.
- 17.2 The rule of construction known as the *contra proferentem* rule does not apply to these Terms.
- 17.3 Words importing the singular include the plural and vice versa.
- 17.4 Headings are for convenience only and do not form part of, or affect the interpretation of, these Terms.
- 17.5 References to a party include that party's successors, personal representatives, executors, administrators and permitted assigns.
- 17.6 References to a statute include references to:
 - (a) regulations, orders, rules or notices made pursuant to that statute;
 - (b) all amendments to that statute and those regulations, orders, rules or notices, whether by subsequent statute or otherwise; and
 - (c) any statute passed in substitution of that statute.