



PO Box 5772
MACKAY MC Q 4741

Application For Trading Account

McDonald Murphy Machinery Pty Ltd
ABN 83 054 059 522

and

McDonald Murphy Machinery (Brisbane) Pty Ltd
ABN 69 092 663 271

and

McDonald & Murphy Pty Ltd
ABN 47 518 644 208

herein after called

The McDonald Murphy Group

Account No.: _____

Trading Name: _____

MAIN USE OF ACCOUNT: Bulk (Fuel & Oil) Service Station
 Machinery (Parts & Service) Glass Centre

A. I/WE ARE: PTY LTD TRUST SOLE TRADER PARTNERSHIP

BUSINESS / COMPANY NAME:..... ABN:.....

Type of Business:..... Email:.....

Postal Address:..... Postcode:

Business Address:..... Postcode:

Telephone - Business..... Mobile:.....

After Hours:..... Facsimile:.....

How long have you operated Business:..... Date Registered:.....

If less than 12 months - Previous Business / Occupation:.....

Do we need an Order Number:.....

Have you or any of the Partners/Directors/Trustees ever been Bankrupt:.....

Credit Required: (must be completed) \$..... If the credit required is less than \$1000.00

Credit Card details must be provided (to be used only if the account is in arrears)

Card Type (M/Card, Visa etc):.....

Card Number:

Expiry Date:...../..... Name on Card:.....

B. REGISTERED COMPANIES, TRUSTS, AND INCORPORATED ASSOCIATIONS

Registered Office:..... Postcode:

Phone:..... Fax:..... A/H:.....

Capital Paid:..... Authorised:.....

Bank:..... Branch:.....

Auditor/Accountant:.....

Address:.....

Do any of the Directors act as Trustee for a family trust? Y N

If Yes, Name Trust:.....

& indicate the person/s involved by marking T beside their name in Section C.

C. FULL NAMES & ADDRESSES OF APPLICANT/S, PARTNER/S, DIRECTOR/S, TRUSTEE/S

<input type="checkbox"/>	Name 1: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>
<input type="checkbox"/>	Name 2: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>
<input type="checkbox"/>	Name 3: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>

D. TRADE REFERENCES

These references must be actual trading accounts. Not hire purchase accounts or lending institution accounts.

Minimum of 3 required.

1. Name:..... Address:..... Ph:.....	2. Name:..... Address:..... Ph:.....
3. Name:..... Address:..... Ph:.....	4. Name:..... Address:..... Ph:.....

E. DETAILS OF PROPERTY OWNED / LEASED

Are Premises: Mortgaged / Owned / Leased If Leased Weekly Rental \$

If Leased, how long has lease to run:

If mortgaged, to whom:

If owned or paying off what is equity held \$.....

F. COMPANY DIRECTORS GUARANTEE (NOT FOR SOLE TRADER OR PARTNERSHIP)

It is acknowledged by the proposed customer that approval of this application is subject to the attached guarantee document being duly signed to the satisfaction of the McDonald Murphy Group. The McDonald Murphy Group will enter into the supply of credit, goods, materials and work from time to time with the customer based on and in reliance on the guarantee being provided. It is acknowledged by the customer that if the customer is in default, the McDonald Murphy Group may, at its discretion, seek to recover any outstanding moneys from the customer guarantors (on a joint or several basis). The obligations of the customer shall not in any way be effected by the McDonald Murphy Group granting time or any other indulgence to the customer or any of the guarantors.

G. ACCEPTANCE OF TERMS & CONDITIONS

I/We understand and accept that if our application of credit is approved, The Company's terms are strictly 21 days and that overdue accounts will be charged interest at such rate as from time to time is determined by The McDonald Murphy Group. We acknowledge that all such interest charges and costs shall accrue from the date of default until the date of payment. We further acknowledge that the above conditions are without prejudice to any other rights and remedies of The McDonald Murphy Group. The customer will be liable for all expenses, costs or disbursements incurred by the supplier in recovering any outstanding balance payable. Including any monies paid as solicitors fees, filing and service fees and/or debt collection agency commissions. The supplier reserves the right to withdraw credit at any time, whether the customer is in default under the terms of this agreement or not.

In the event of the account falling into arrears, I/We authorise The McDonald Murphy Group to debit the nominated credit card for the overdue balance.

H. PRIVACY ACT

I/We agree that The McDonald Murphy Group may seek commercial credit information (Section 18L (4) Privacy Act 1988). If The McDonald Murphy Group consider it relevant to assess my/our application for personal credit I/We agree to The McDonald Murphy Group obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

Agreement to The McDonald Murphy Group seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N (1) Privacy Act 1988).

I/We agree that The McDonald Murphy Group may give to and seek from any credit provider named in this credit application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that 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.

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

- * to assess an application by me/us for credit
- * to notify other credit providers of a default by me/us
- * to exchange information with other credit providers as to the status of this account where I am in default with other credit providers
- * to assess my/our credit worthiness

Signed:..... Name:..... Position:.....

Date of Application: / / **Note:** For Companies, please ensure that Section "B" is completed.

TO: McDonald & Murphy Pty Ltd ("McDonald Murphy"), McDonald Murphy Machinery and each related body corporate of McDonald Murphy (jointly and severally hereinafter referred to as "The McDonald Murphy Group").

I/We the undersigned have requested you to supply _____
(name of customer)

of _____ (the "Customer") with credit, goods,
(address of customer)

and/or services.

1 In consideration of the McDonald Murphy Group, at our request, agreeing to supply the credit, goods, materials and/or services to the Customer, we, the below named Guarantors, on the conditions set in this Deed, jointly and severally:

- (i) Guarantee the due and punctual performance and payment by the abovenamed Customer of all moneys payable for the supply of services and/or goods which may from time to time be payable; and
- (ii) Indemnify the McDonald Murphy Group against any loss or damage it may suffer by reason of the Customer failing to meet its obligations and also against any costs and expenses incurred as a result of exercising its rights under this guarantee and indemnify (including legal costs on an indemnity basis).

2 This agreement shall be construed and interpreted pursuant to the laws of Queensland and proceedings may be commenced hereunder in a Court situate within the Mackay Court district and the parties accept the jurisdiction of the Mackay Court District. Any moneys owing to the McDonald Murphy Group under this Guarantee shall be liquidated debt and recoverable as such from the Guarantor.

3 The McDonald Murphy Group or its Solicitors may at any time by notice in writing addressed to all or any of the Guarantors require immediate payment of all sums generated and/or indemnified pursuant to this Guarantee. The notice under this clause may be given by posting the notice by prepaid post to the Guarantor's last address known to McDonald Murphy Group or as allowed under section 347 of the Property Law Act.

4 In any action, proceeding or claim brought or made against the Guarantor pursuant to this Guarantee, a certificate signed by either the Credit Manager or a Director of the McDonald Murphy Group, of the amounts due from time to time to the McDonald Murphy Group from the Customer and unpaid as at the date specified in the certificate shall be prima facie evidence of the outstanding amount owed by the Customer and also of the amount (after written demand) owed by the Guarantor.

5 There shall be no obligation upon the McDonald Murphy Group to first make demand upon or proceed against the Customer before making demand upon and proceeding against the Guarantor/s.

6 Both my/our indemnity and guarantee are continuing security and my/our liability shall not be abrogated, prejudiced or affected by:

- (i) the McDonald Murphy Group refusing any further credit to the Customer;
- (ii) the granting of time, any indulgence or other concession to the Customer or to any Guarantor by the McDonald Murphy Group or by any compromise, abandonment, waiver or variation of any of the rights of the McDonald Murphy Group, or by anything done or omitted or neglected to be done by the McDonald Murphy Group which, but for this provision, might operate to prejudice or affect this Guarantee;
- (iii) the liquidation of the Customer or the bankruptcy or death or release of any other Guarantor;
- (iv) the refusal or failure of any of the Customer's directors or any other proposed Guarantor to sign this or any Guarantee to the McDonald Murphy Group;
- (v) the liability of the Customer ceasing or becoming extinguished for any reason (except by full payment to the McDonald Murphy Group of the amount owing or which may become owing under this Deed and where such full payment is not claimed back by any liquidator); OR
- (vi) The McDonald Murphy Group obtaining a judgement against the Customer or any of the Guarantors in any Court of competent jurisdiction.

7 Each Guarantor for the purpose of securing their obligations under this guarantee and Indemnity hereby charges any property now or hereafter owned by the person with the payment of moneys in clause 1 hereof. Such charge being on all their legal and equitable interest (both present and future) of whatsoever nature. In respect to the real property, the Guarantor hereby consents to and agrees to the McDonald Murphy Group lodging caveats noting its interest hereunder.

Executed as a Deed

Guarantor (Date: / /)

Print Name:

Guarantor (Date: / /)

Print Name: