

4. Bank Details:

Name of Bank Branch

Overdraft facility? YES NO Account No:

How many years with Banker?years

5. Contact Names:

Accounts Purchasing

6. References:

(i) Bank Reference

Contact Telephone:

(ii) Accountant's Details

Contact Telephone:

(iii) Trade References

1. Trade Reference

Fax.....

Telephone Contact

Purchasers per month Account paid indays

2. Trade Reference

Fax.....

Telephone Contact

Purchasers per month Account paid indays

3. Trade Reference

Fax.....

Telephone Contact

Purchasers per month Account paid indays

By executing this application the customer authorises the Supplier to contact any of the above references to obtain any information relating to this credit application.

Contract Details

- 1. The customer warrants that the above details are true. In the event that the Supplier accepts this credit application, the customer agrees to be bound by the attached terms and conditions.
2. In the event that this credit application is made on behalf of a company, partnership or trust the person signing this application on behalf of the customer warrants that they have authority to sign the application on behalf of the customer and that all directors and shareholders of the company, partners in the partnership and principal beneficiaries in the trust agree to execute the attached guarantee and indemnity.
3. This is a legally binding contract and should the customer and/or guarantors have any questions or queries prior to the execution of this document then the customer and/or guarantors are strongly recommended to obtain independent legal advice.
4. The customer hereby makes application for a Credit Account with the Supplier in accordance with these terms, which the customer acknowledges has been read by the customer.
5. The customer understands that by signing this application the customer will be liable for all goods and or services requested by the customer and agrees that the customer is bound by these terms once credit has been granted

Dated the day of 2008

SIGNED BY
FOR AND ON BEHALF OF THE CUSTOMER

Terms and Conditions

The customer, in consideration of the Supplier granting to the customer thirty days interest free from the invoice date for payment of goods and services, agrees to the following terms:-

1. Acknowledges that the Supplier provides administrative support services to Better Bricks and Paving Melbourne Pty Ltd A.C.N. 096 615 075 ("BBPM") and Better Bricks and Paving Geelong Pty Ltd A.C.N. 096 021 564 ("BBPG") pursuant to the terms of a licence agreement between the said companies. Accordingly the customer acknowledges that this credit application is made to the Supplier and that the customer will be liable for the payment of all monies to the Supplier for any goods supplied notwithstanding that the said goods may have been supplied by BBPM and/or BBPG.
2. To pay the Supplier within thirty days from the date of end of Month goods were supplied, the total amount of each invoice for goods and services purchased without deduction or any offset unless specifically agreed to by the Supplier ("the deferred payment arrangement").
3. To pay the Supplier after the expiration of the said thirty days, in addition to any outstanding moneys, interest at a rate that is 2% above the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 as at the date of the default on the daily outstanding balance. Such interest is to be calculated on the amount outstanding at the expiration of the said thirty days until payment in full is made.

Despite anything referred to in the Credit Application or these Terms:-

- (a) property in any goods whatsoever delivered shall not pass to the Customer until payment in full of all moneys owed to the Supplier and the Supplier reserves the right to take possession and dispose of such goods as it sees fit at any time until full payment is received and the Customer hereby grants permission to the Supplier to enter any property where any goods are in order to do so and with such force as is necessary;
 - (b) the Customer agrees that a certificate purporting to be signed by an officer of the Supplier identifying goods as unpaid for shall be conclusive evidence that the goods have not been paid for and of the Supplier's title thereto; and
 - (c) upon sale or disposition of any goods prior to full payments, the Customer shall deposit all proceeds in a separate bank account, and the Customer agrees not to mix such proceeds with any of the moneys and the Customer shall account for same to the Supplier as fiduciary and bailee.
4. The Supplier may at their discretion, if there are amounts owed on any invoice for longer than said thirty days:-
 - 4.1 cancel this deferred payment arrangement without any notice to the customer; and/or
 - 4.2 treat the outstanding amounts as immediately due and payable and take legal recovery action without further notice to the customer.

The Customer agrees:-

5.
 - (a) to limit any claim it makes to the cost of replacement of the subject goods;
 - (b) the Supplier shall not be liable for any loss or expense arising after 7 days from delivery (or at all once goods have been unpacked or otherwise used) after which there shall be deemed to be unqualified acceptance;
 - (c) the Supplier will not be liable for any contingent, consequential, direct, indirect, special or punitive damage where due to negligence or otherwise and the Customer acknowledges its limit of liability and agrees to limit any claim accordingly;
 - (d) if delivery is to be provided by the Supplier, all associated costs are payable by the Customer;
 - (e) no other term, condition, agreement, warranty, representation or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon the Supplier, other than these Terms, is made or given by or on behalf of the Supplier;
 - (f) that the Supplier may make any inquiries it deems necessary to investigate the Customer's credit worthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or customer credit information providers ("the Sources"). The Customer authorises the Sources to disclose any information concerning its credit worthiness in their possession to the Supplier; and
 - (g) that the Supplier may disclose any information in its possession concerning the Customer's credit worthiness.
6. The Customer agrees that all contracts made with the Supplier shall be deemed to be made in the State of Victoria.
7. The Customer agrees that it will rely on its own knowledge and expertise in selecting any goods for any purpose and any advice or assistance given for or on behalf of the Supplier shall be accepted at the Customer's risk and shall not be deemed given as expert advice and shall be deemed not to have been relied upon by the Customer.
8. The Customer agrees that any custom made, custom processed or custom acquired goods will not be returnable at all.
9. In the event of the Supplier taking legal action, interest will continue to run as provided for in paragraph 2 hereof until all moneys due including legal costs and any other collection charges are paid in full.
10. The Customer agrees that:-
 - (a) each order it places shall be deemed to include representation that is solvent and able to pay all of its debts as and when they fall due;
 - (b) when any order is placed, the Customer shall inform the Supplier of any facts which might reasonably effect any decisions to accept the order and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of the Supplier and to be unconscionable, misleading and deceptive; and
 - (c) from the time of placing an order the Customer is obliged to accept and pay for the goods in accordance with these Terms and a cancellation of the order or changing mind on the part of the Customer as to the content of the order shall not discharge this obligation to accept the goods and make payment.
11. That this application and the provision of the goods is conditional in all respects upon the applicant making accurate and full and frank disclosure to the Supplier of all information sought by them in relation to this application.
12. That the Deferred Payment Arrangement is conditional in all respects upon the applicant making accurate and full and frank disclosure to the Supplier of all information sought by them in relation to this Application and any further information which would reasonably be considered relevant to this Application. The information to be provided by the Customer shall include but not limited to any change in its structure or management or change in partnership or trusteeship within 14 days of the date of any such change.
13. To the extent that supply of goods or services provided by the Supplier made under or pursuant to the Deferred Payment Arrangement is a "taxable supply" as defined in A New Tax System (Goods and Services Tax) Act 1999, the Supplier will increase its price in respect of that supply it makes by the amount of the Goods & Services Tax applicable to the supply.
14. The grant of the Deferred Payment Arrangement by the Supplier to the Customer is an indication only of the Supplier's intention at that time and the Supplier may vary or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other person or entity. The Customer agrees to pay on demand all sums owing in connection with this credit facility in the event the credit facility is withdrawn.
 - (a) "The Customer agrees to pay into a trust account (earning marked interest) in the joint names of the Supplier and the Customer any amount claimed by the Supplier as a condition precedent to the Customer disputing any such claim on the basis that upon resolution of the dispute, the trust funds and any interest shall be dispersed according to the resolution. This clause shall operate as a bar to any defence and/or counter claim by the Customer until complied with."
 - (b) "Upon any default or breach hereof by the Customer, the Supplier may (inter alia) retain all moneys paid and/or cease further deliveries and/or at the Supplier's discretion take immediate possession of any product not paid for, without prejudice to any other of its rights and without being liable in any way to any party."
15. In the event that the customer is a company then, trust or partnership, then the customer agrees that its directors and shareholders, other partners or principal beneficiaries under the trust as the case may be will execute a guarantee and indemnity in the attached form.
16. The Supplier will not be deemed in default or breach of any contract as a result of the effects of a force majeure. Force majeure will include any cause beyond the reasonable control of the Supplier.

**PRIVACY ACT 1999 (Commonwealth)
BETTER BRICKES & PAVING PTY LTD**

Customer Privacy Details

BETTER BRICKS & PAVING PTY LTD (the "supplier") takes all responsible steps in conducting its business to ensure any information provided by its Customers is kept secure in accordance with the Privacy Act 1999 (Commonwealth) (the "Privacy Laws").

In conducting our business the supplier collects personal information to assess the suppliers Customers credit worthiness, requirements and to attempt to obtain information which will assist the suppliers business in providing a high quality of service to its Customers.

We share your personal information with credit reporting agencies and/or credit providers.

Other than for the purposes set out above our company will not pass on any personal information to third parties without the Customers express consent.

The Privacy Act 1998 allow the supplier to obtain credit references on the applicant.

It also allows the supplier to give trade references to other companies with whom you are trying to open accounts and also to credit reporting agencies.

Your signature, required below, will permit the supplier to obtain and give this information about you, the applicants. Failure to co-operate with this procedure will hinder the processing of your account applications.

PRIVACY ACT CONSENT

Individual Parties to this application for credit, are requested to read and if in agreement, sign below.

- (1) The supplier hereby advises that, pursuant to s.18E(8) of the Privacy Act 1999 (the "Act") information disclosed in the course of this credit application may be disclosed to a credit reporting agency. I/We hereby acknowledge receiving that advice, and agree to the disclosure of that information in accordance with the provision of the Act.
- (2) Pursuant to s.18K(1) of the Act and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of the Act I/We hereby agree to the supplier obtaining personal information from a credit reporting agency or credit provider, for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or providers providing the information to the supplier for that purpose; and agree to the supplier using that information, pursuant to the terms of the Act. Such agreement shall continue for the term of the commercial credit agreement to which this application may lead. I/We further agree to the obtaining form, and provision by, such agency or provider of further credit reports which may assist the supplier in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
- (3) I/We hereby authorise the supplier to report any overdue payment under the commercial credit agreement to which this application may give rise to other credit reporting agencies pursuant to the terms of the Act and the Credit Reporting Code of Conduct.
- (4) Except as authorised above the supplier, hereby undertakes not to provide personal information acquired in connection with this application for commercial credit whether acquired from the applicants a credit reporting agency or a credit provider, to the other persons (including a credit reporting agency another credit provider or the applicants agent) only if that disclosure is authorised by the applicant pursuant to, or is otherwise permitted under the Act or Credit Reporting Code of Conduct.

Signature	Signature	Signature	Signature
Date	Date	Date	Date