

For an extension of your existing trading account with BMI Resource Recovery, please complete the below and ensure the form is executed in full. All completed forms should be returned to accountsrec@bmigroup.com.au. Failure to complete all areas of this form may result in processing delays.

Trade Name:			
Legal Name			
ABN Number:			
Delivery Address:			
Postal Address			
Telephone:		Mobile:	
Email:			
Is an Order Number Required:	<input type="checkbox"/> Yes (No tipping without a valid PO supplied) <input type="checkbox"/> No	Format:	

Please advise the amount of credit you wish to apply for: \$ _____

I certify that I am authorised to make this application and that I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of the BMI Waste entities which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions. In addition, I also agree to extend the terms of and be bound by previous guarantees and terms and conditions of trade relating to BCC Crushing Pty Ltd, Bemcove Pty Ltd, Bogside Mining Industries, Nudgee Road Resource Recovery Pty Ltd, Paradise Resource Recovery Pty Ltd, Pine Mountain Road Pty Ltd, Stapylton Resource Recovery (QLD) Pty Ltd and Eagle Farm Resource Recovery Pty Ltd. I / we have initialed and returned these pages as proof of being read.

Full Name:	_____	Position:	_____
			Director/Shareholder
Signature:	_____	Date:	_____
Full Name:	_____	Position:	_____
			Director/Shareholder
Signature:	_____	Date:	_____
Full Name:	_____	Position:	_____
			Director/Shareholder
Signature:	_____	Date:	_____
Full Name:	_____	Position:	_____
			Director/Shareholder
Signature:	_____	Date:	_____

***GUARANTOR'S DETAILS**

* Please ensure this section is completed in full.

Full Name: _____ Occupation: _____

Address: _____

Signature: _____ Date: _____

Full Name: _____ Occupation: _____

Address: _____

Signature: _____ Date: _____

Full Name: _____ Occupation: _____

Address: _____

Signature: _____ Date: _____

Full Name: _____ Occupation: _____

Address: _____

Signature: _____ Date: _____

TERMS OF TRADE

1. Agreement

- 1.1 These Terms and Conditions apply to all transactions between Us and You including, but not limited to, the sale of Materials and the provision of Services on credit, whether You have submitted an application and/or been granted an Account.

1.2 Definitions

- 1.3 In these Terms, unless the context otherwise requires: "Account" means a credit account established by Us in Your name; "Agreement" means any agreement between Us and You for the sale or delivery of Materials or provision of Services by Us to You; "Application" means an application by You for commercial credit only, which incorporates these Terms; "Due Date" means the time of Supply or, if You have an Account with Us, 14 days after the date of each invoice or such other payment terms as may be notified by Us to You in writing from time to time; "GST" means Materials and Services Tax as defined in the A New Tax System (Materials and Services Tax) Act 1999 (Cth); "Guarantor" means any person who guarantees Your indebtedness to Us; "Materials" means any matter or thing including goods, materials or any other tangible or intangible property that We agree to sell or deliver to You; "Order" means any request by You for the sale or delivery of Materials or provision of Services by Us; "PPSA" means the Personal Property Securities Act 2009 (Cth) and its subordinate legislation; "Price" means the price at which We agree to sell any Materials or provide any Services to You; "Services" means any services provided by Us to You for a quoted or agreed Price; "Supply" means any sale or delivery of Materials or provision of Services by Us to You, whether on credit or otherwise and whether on an Account or not; "Terms" means these Terms and Conditions; "You/Your" means any person, firm, corporation or in the case of an unincorporated body, each proprietor jointly and severally, that has given us an Application or an Order, and includes Your employees, agents, successors, administrators, and assigns; "We/Us/Our" means BMI Group Pty Ltd (ABN 86 075 195 756) and any of its subsidiary or related entities as defined by the Corporations Act 2001 (Cth); "Website" means www.bmigroup.com.au.

2. Conditions of Approved Credit Accounts

- 2.1 You acknowledge that as part of Your Application, we may check Your credit history, and if You are a company, the credit history of Your directors, to enable Us to evaluate Your creditworthiness.
- 2.2 If You are a company Your directors may be required, as a condition of Us approving Your Application, to give Us a personal guarantee for all debts or liabilities that You owe to Us from time to time.
- 2.3 We may, at any time and without having to provide a reason, refuse to extend further credit to You, vary Your credit limit or terminate Your Account. Where we vary Your credit limit, we will give You written notice of the variation and when You place a subsequent Order with Us, you will be deemed to have accepted the varied credit limit.
- 2.4 You agree to notify Us of any changes to any of the details set out in Your Application or subsequently notified to Us.
- 2.5 The granting by Us of an Account creates no obligation on Us to Supply You and Our refusal or failure to grant You an Account does not prevent Us from Supplying You, whether on credit or otherwise.

3. Supply and Delivery

- 3.1 All Materials and Services sold or supplied by Us to You are sold or supplied on these Terms as amended from time to time by Us by notice in writing to You at Our discretion. Any alterations to these Terms will apply to all transactions between You and Us occurring after written notification of the altered Terms has been given to You.
- 3.2 In Our absolute discretion We may refuse to Supply You, whether part of a contract has been performed, where Materials the subject of the Supply are unavailable for any reason, or You breach these Terms.
- 3.3 An Order for the sale of Materials shall identify the Materials ordered, the quantity required and refer to any quotation pursuant to which the Order is made. We may supply Materials that vary from those ordered by You and You must accept the Materials supplied, provided that such variations are not material.
- 3.4 Any statements as to the nature, composition or quality of Materials contained in catalogues, price lists or other advertising matter do not form part of the Agreement.

- 3.5 Any specifications and samples which We provide are merely indicative representations of the Materials and shall not be actionable on the basis that they represent the actual nature, composition, or quality of any Materials.
- 3.6 Any variation or cancellation of an Order must first be agreed in writing by Us.
- 3.7 Unless otherwise agreed, you will be responsible for delivery of any Materials. However, if we agree to deliver or arrange for delivery of any Materials to an address nominated by You, then:
 - (a) Unless otherwise agreed, you will be responsible for all transport charges, insurance and all other costs associated with the delivery, and You agree to indemnify Us for and against any such costs of carriage which We incur on Your behalf.
 - (b) Where we engage a third-party carrier to deliver the Materials we do so as your agent.
 - (c) Delivery of the Materials to a third-party carrier, either nominated by you or failing such nomination to a carrier at Our discretion for the purpose of transmission to You, is deemed to be a delivery of the Materials to the you.
 - (d) You or your authorised representative shall be present at the agreed place and time for delivery and if not, you hereby authorise Us or the carrier to unload the Materials at that place and We will not be responsible for any claims, costs or losses suffered by you because of that delivery.
 - (e) Materials shall be delivered to the place You nominate for delivery, to a position determined by the delivery driver(s) (at their sole discretion) as meeting reasonable safety standards.
 - (f) We may at Our option deliver the Materials in any number of instalments, unless otherwise agreed in writing with You; and
 - (g) If You nominate a delivery date, we will take all reasonable steps to achieve delivery on or about that date, however, we do not promise or warrant that the Materials will be available on that date and We shall not be liable for any loss (including consequential loss), damages or claims arising from failure or delay in delivery. In no case shall We be liable for any amount payable by You to a third party because of a failure or delay in delivery of Materials due to any cause whatsoever.

4. Your Obligations Concerning the Supply

- 4.1 You must inspect all Materials upon taking delivery of them and, and in the case of Services, immediately after being advised that the Services have been completed, and You must carry out any tests that a prudent Purchaser would carry out in relation to such Materials or Services. You will have 48 HRS after delivery to notify Us of any alleged defect in the Supply or any other reason why You believe the Supply does not comply with Your Order. If You do not notify Us of any defect or irregularity in the Supply within this time You will be deemed to have accepted the Supply free of any defect or irregularity.
- 4.2 You acknowledge that the Supply is not intended and will not be used by You for personal, household, or domestic purposes.
- 4.3 All returns must be approved by Us, and You will be responsible for the cost of returning any Materials that We agree to take back. We will only be obliged to credit You with the Price of the Materials paid if the Materials are in a saleable condition.

5. Price and Payment

- 5.1 The Price in relation to any Supply shall be the price quoted by Us or, if no price is quoted, the relevant price listed in any current price list published by Us as at the date on which We receive Your Order.
- 5.2 Any price list supplied or published by Us shall be a guide only and is subject to change without notice.
- 5.3 All prices are listed or quoted exclusive of GST unless otherwise indicated.
- 5.4 If We have any liability to pay GST on any Supply, we will add an amount equivalent to our GST liability to the tax invoice for the Supply and You must pay that amount, in addition to the Price, when You pay the invoice (unless the

consideration for that Supply is specifically expressed to be inclusive of or exempt from GST).

- 5.5 You must pay the full amount of any invoice or statement that We issue to You by the Due Date.
- 5.6 Notwithstanding anything else in these Terms, if You commit an act of bankruptcy or do or omit to do anything that would constitute a ground for the making of a winding up order by a Court, all money due to Us on your Account or otherwise will become immediately due and payable upon the commission of such act.
- 5.7 If You fail to pay any amount owing to Us by the Due Date, we reserve the right to charge You:
- (a) An administration fee of \$20.00 at the end of each calendar month in which any amount remains overdue for payment.
 - (b) Interest on the balance amount outstanding at the rate of 15% per annum from the Due Date, calculated daily; and
 - (c) All costs (including legal costs on a full indemnity basis), expenses or losses incurred or sustained by Us because of any failure by You and/or a Guarantor to comply with these Terms or a guarantee given in Our favour, including any costs incurred by Us because of a cheque that Your bank fails to honour upon presentation for payment. Such costs and expenses may be recovered by Us from You as a liquidated debt and may be added to Your Account and invoiced to You.
- 5.8 A written statement signed by a Director, Credit Manager or other duly authorised person on Our behalf stating the balance of monies due to Us by You shall be prima facie evidence of the amount of Your indebtedness to Us at the date of that statement.
- 5.9 You are not entitled to make any set-off against or deduction from any amount You owe to Us in respect of any amount that You claim we owe to You. We may at any time set off amounts that We owe to You against any sums You owe to Us.
- 5.10 You may pay any amount You owe to Us in respect of any Materials, Services or on Your Account by electronic funds transfer, cash, or cheque (or, if a credit card facility is offered by Us, by credit card). If any of Your cheques are dishonoured upon presentation for payment, we will thereafter not accept any payment from You in the form of a cheque.
- 5.11 Where the context of any Supply allows, this Agreement shall be deemed to be a claim for payment under the Industry Fairness (Security of Payment) Act 2017 (Qld).

6. Security

- 6.1 You hereby grant a security interest in all Your present and after-acquired property and in all Your present and future rights in relation to any personal property and You charge all beneficial interests (freehold and leasehold) in land wherever located held now or in the future by You as security for Your indebtedness to Us and for Your obligations under this Agreement.
- 6.2 You will immediately execute a consent to caveat or mortgage in terms determined by Us if required by Us to secure the security interest created by this clause or any security interest You have given or created in Our favour.
- 6.3 You agree that if You fail to execute a consent to caveat or a mortgage within a reasonable time of being so requested by Us, then You are irrevocably and by way of security appoint Us and Our agent or solicitor to be Your true and lawful attorney with authority to execute and register such instruments on Your behalf and You consent to the registration of this power of attorney.

7. Title and Risk

- 7.1 The risk in Materials and Services passes to You upon delivery of those Materials or the supply of those Services to You.
- 7.2 Where We sell Materials to You, title to and property in Materials remains with Us until We receive full payment of all monies owing by You to Us whatsoever.
- 7.3 So long as any money remains unpaid by You to Us:
- (a) The relationship between You and Us is fiduciary.

- (b) You will hold the Materials as bailee for Us and will be responsible for any loss, damage, or conversion of the Materials.
- (c) You must store the Materials in a manner that clearly shows that they remain Our property.
- (d) We will be entitled to enter Your premises (or those of any associated company or agent where the Materials are located) without liability for trespass or any resulting damages to retake possession of the Materials (if possible); and
- (e) We may keep or re-sell any Materials repossessed pursuant to this clause.

7.4 Despite the provisions of this clause, where We have agreed to sell and You have agreed to purchase Materials, we are entitled to maintain an action against You for the purchase price of the Materials.

7.5 Where We supply Materials to You without first having received payment in full of all moneys payable in respect of the Materials (and any Services), You acknowledge that We have a right to register and perfect a purchase money security interest pursuant to the PPSA.

8. Indemnity

8.1 You agree to indemnify Us for and against all claims, liabilities, loss, damage, costs or expenses that We may directly or indirectly suffer or incur as a result of:

- (a) Damage to any property or injury or harm to any person because of Our delivery of Materials under Your direction or otherwise in accordance with Your instructions.
- (b) Your use of the Materials in a reckless or unsafe manner or otherwise than in accordance with normal use or relevant specifications and guidelines.
- (c) Any action by Us to recover any amount You owe to Us or to secure, perfect or enforce any of Our rights under this Agreement.
- (d) Any new or increased tax, levy, duty, or other impost imposed because of any new or changed law that applies to this Agreement or its subject matter; or
- (e) Your negligence, breach of this Agreement or malicious or illegal act.

Except to the extent that such things are caused by Our negligence or Our breach of this Agreement.

8.2 You agree that We may invoice You for any amount in respect of which You are liable to indemnify Us, and the amount stated in the invoice shall be a debt due and payable by You to Us in accordance with these Terms.

8.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from any other obligation and survives the termination, completion, or expiration of this Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.

9. Our Warranties and Liability

9.1 We warrant that any Supply that We make to You will be made with due care and skill in a competent and workmanlike manner and in accordance with generally applicable industry standards.

9.2 Where the Australian Consumer Law applies You may have the benefit of guarantees which cannot be excluded, however, to the extent permitted by law, all express or implied warranties, representations, guarantees, terms, and conditions other than those expressly contained in this Agreement are expressly excluded from this Agreement.

9.3 Except as otherwise required by the Australian Consumer Law or any other law, our liability to You in relation to any Supply is limited to the cost paid by You for that Supply or alternatively, an obligation to resupply. To the fullest extent permitted by law, we will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect, or special damage, loss, injury, or death of any kind suffered by You or any other person.

10. PPSA

10.1 In this clause, the terms "security agreement" and "security interest" have the same meaning as that given to them by the PPSA.

10.2 You agree that You will, if requested by Us, sign any documents, provide any information, or do anything else We request, to ensure that any security interest created in Our favour by these Terms is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.

10.3 You agree that, until any security interest created in Our favour by these Terms has been perfected, you will not register or permit to be registered or enter into any security agreement that allows any other party to register a security interest that may adversely affect the priority or enforceability of **Our** security interest.

10.4 In relation to security interests that are not used predominantly for personal, domestic, or household purposes, section 115 of the PPSA allows the parties to contract out of certain provisions of the PPSA ("Removable Provisions"). To the extent that those Removable Provisions would have the effect of conferring rights on You or imposing obligations on Us that You or We would not otherwise have had, they are hereby contracted out of and will not apply to any Agreement or transaction between You and Us or to any security interest created in Our favour.

You also agree to waive Your right to receive a verification statement under section 157 of the PPSA or any notices under any of the provisions listed in section 144 of the PPSA.

10.5 Notwithstanding section 275 of the PPSA, You and We agree to keep confidential all information of the kind referred to in section 275, unless compelled by law to disclose such information.

11. General

11.1 Where You are a partnership or trustee You warrant that You have the right to be fully indemnified out of trust or partnership assets in relation to any liability incurred by You in connection with any Supply provided by Us to You.

11.2 This Agreement is governed by the laws of the State of Queensland, and You agree to submit to the non-exclusive jurisdiction of the courts in the State of Queensland. You agree that proceedings may be commenced in any court in Beenleigh, Southport or Brisbane and consent to that court having jurisdiction, notwithstanding that it may not otherwise have jurisdiction, but for this clause.

11.3 If any provision of this Agreement is illegal, void, or unenforceable, it will be severed from this Agreement and the remainder of the Agreement will remain valid and enforceable.

11.4 No amendment or variation to these Terms or this Agreement will be effective unless it is in writing. We may vary these Terms at any time and any such variation will be incorporated into this Agreement with effect from the date on which We notify You of such variation. We may provide this notice by publishing the varied Terms on Our Website and within 24 hours of Us doing so You will be deemed to have received notice of the variation.

11.5 Any provisions of this Agreement which can have effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

11.6 We may at any time assign Our rights and interests or novate Our duties and obligations (in whole or in part) under this Agreement and You hereby consent to any such assignment or novation by Us. You may not assign or attempt to any of Your rights or obligations under this Agreement without Our prior written consent in writing, which consent may be given or refused at Our absolute discretion and subject to such terms as We see fit.

- 11.7 Notices in connection with this Agreement may be given in the manner permitted by addressing and delivering or transmitting the notice to the address or contact number listed:
- (a) for Us, as set out in this Agreement or as published on Our Website as at the time the notice is given; or
 - (b) for You, as stated in Your Application or otherwise notified by You to Us from time to time.
- 11.8 Notices shall be deemed to have been received at the time they would normally be received in the ordinary course according to the method of delivery used, except where the sender receives information or becomes aware or ought reasonably to be aware of circumstances that would indicate to a reasonable person that the notice had not been received.
- 11.9 Neither party shall be liable for any default or delay due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.
- 11.10 Any failure by Us to enforce any clause of this Agreement, or any forbearance, delay or waiver of Our rights or indulgence granted by Us to You will not be construed as a waiver of Our rights under this Agreement.