



## APPLICATION FOR COMMERCIAL CREDIT

## Application for Commercial Credit

With **Freo Group Pty Ltd**  
(ABN: 64 009 325 124 | ACN 009 325 124)

| Office Use Only |  |
|-----------------|--|
| Staff member    |  |
| Depot:          |  |
| Date issued:    |  |

**Please submit completed forms via email: [accounts@freogroup.com.au](mailto:accounts@freogroup.com.au) or  
Fax: (08) 9499 9696**

## Applicant's details —

|   |                                      |                                      |  |
|---|--------------------------------------|--------------------------------------|--|
| Date of this application  | (dd/mm/yy)                           |                                      |  |
| Trading Name  |                                      |                                      |  |
| Type of Business  |                                      | Date Business Commenced              | (dd/mm/yy)   |
| Legal Structure   | <input type="checkbox"/> Sole trader | <input type="checkbox"/> Partnership | <input type="checkbox"/> Pty Ltd Company <input type="checkbox"/> Public Company |
| Company Name  |                                      |                                      |  |
| ACN / ABN   |                                      | Builders Licence Number              |  |
| Business Address  |                                      |                                      | State Postcode   |
| Ownership of Business Property (select one)                             | <input type="checkbox"/> Rented      | <input type="checkbox"/> Owned       | Year Purchased   |
| Do you own any property other than the Business premises stated above?  | <input type="checkbox"/> Yes         | <input type="checkbox"/> No          |  |
| Telephone Numbers   | Business                             | Mobile                               |  |
| (include area code)   | Facsimile                            | After Hours                          |  |
| Postal Address (for mailing of accounts)                                |                                      |                                      | State Postcode   |
| Estimated Monthly Purchases   | \$                                   |                                      |  |
| Name of Primary Contact (non-Accounts)                                  |                                      | Phone:                               |  |
|   | Email:                               |                                      |  |
| Name of Contact Person for Payments                                     |                                      | Phone:                               |  |
|   | Email:                               |                                      |  |
| Do you wish to make payments by Electronic Funds Transfer? (select one) |                                      |                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No                         |
| Trade Reference (Major suppliers only)                                  | 1                                    | Phone:                               |  |
|   | 2                                    | Phone:                               |  |
|   | 3                                    | Phone:                               |  |

**Please read the following and sign**

**APPLICATION FOR COMMERCIAL CREDIT**

The applicant acknowledges as follows –

Terms of sale/hire. The applicant acknowledges they have been advised of the Freco Group Pty Ltd Terms and Conditions of Sale located at <http://www.freogroup.com.au/forms.htm> and agrees to these terms and conditions of sale/hire.

The applicant acknowledges and agrees that these Terms and Conditions of Sale/Hire may be altered and posted to the above website without notice.

Closing of account Credit accounts may be closed without notice if not used for a period of 12 months.

Duty of disclosure The applicant declares that the information given in this application is true and correct.

Privacy Act 1988 The applicant authorises Freco Group to obtain from credit reporting agencies and other credit providers, personal and/or commercial information relating to the applicant for the purposes of assessing this application for credit and collecting any overdue payments.

The applicant also authorises Freco Group to give information on the applicant's credit worthiness with Freco Group as allowed by the Privacy Act 1988, to credit reporting agencies and other credit providers.

Use of information The applicant agrees that information about transactions under these Terms and Conditions of Sale/Hire may be used by Freco Group for marketing purposes.

Name \_\_\_\_\_ Position \_\_\_\_\_

Signature\* \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Signature\* \_\_\_\_\_

\* Electronic signatures are not permitted. Please print this form and sign.

| Office Use Only |    |                     |  |
|-----------------|----|---------------------|--|
| Appl'n Rec'd    |    | Acc Manager (name): |  |
| Active in GT    |    | Prospect Number     |  |
| Cr Ref Check    |    | To MD               |  |
| MD Approval     |    | Client Letter       |  |
| Credit Limit    | \$ | Acc Number          |  |

**APPLICATION FOR COMMERCIAL CREDIT**

To enable us to serve you better, please take a few moments to complete the following information:

Have you previously been a customer of Freco Group Pty Ltd?  Yes  No

If yes, when was the last time you dealt with us? (mm/yy)

Who is your current contact at Freco Group? (if known):

**Which Freco Group services may be applicable to your business?**

- (Select all that apply)
- |   |                                   |  |                                     |
|---|-----------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Crane Hire         | <input type="checkbox"/> 7 – 25 t | <input type="checkbox"/> 30 – 65 t               | <input type="checkbox"/> 80 – 500 t |
| <input type="checkbox"/> Heavy Lift         |                                   | <input type="checkbox"/> Labour Hire             |                                     |
| <input type="checkbox"/> Heavy Haulage      |                                   | <input type="checkbox"/> Warehousing and Storage |                                     |
| <input type="checkbox"/> Materials Handling |                                   |  |                                     |

Which industry best describes your business?

- (Select all that apply)
- |   |   |
|---|---|
| <input type="checkbox"/> Construction (< \$50M) | <input type="checkbox"/> Major Construction (> \$50m)             |
| <input type="checkbox"/> Oil and Gas            | <input type="checkbox"/> Refinery and / or Processing             |
| <input type="checkbox"/> Shipping               | <input type="checkbox"/> Steel Fabrication and / or Manufacturing |
| <input type="checkbox"/> Transport              | <input type="checkbox"/> Other .....                              |

What region does your business operate in?

- (Select all that apply)
- |   |                              |                              |
|---|------------------------------|------------------------------|
| <input type="checkbox"/> Goldfields WA  | <input type="checkbox"/> NT  | <input type="checkbox"/> Qld |
| <input type="checkbox"/> Midwest WA     | <input type="checkbox"/> SA  | <input type="checkbox"/> ACT |
| <input type="checkbox"/> Northwest WA   | <input type="checkbox"/> NSW | <input type="checkbox"/> Tas |
| <input type="checkbox"/> Perth Metro WA | <input type="checkbox"/> Vic |                              |
| <input type="checkbox"/> Southwest WA   |                              |                              |

**APPLICATION FOR COMMERCIAL CREDIT**

## GUARANTEE AND INDEMNITY

To: FREO GROUP PTY LTD (ACN 009 325 124) of 4 McGrath Road, Henderson, WA, 6166 ("Freo Group")

1. In consideration of Freo Group providing (Business Name)  
of (Address)  
with goods and/or services from time to time, I/we (Name)  
of (Address)  
and (Name)  
of (Address)

("the Guarantor/s") hereby guarantee the due payment by the Customer of each and all sums of money, interest and/or damages which the Customer may be or hereafter may become liable to pay to Freo Group on any account whatsoever and the due performance of all the Customer's Obligations arising under the Principal Agreement and the Guarantor/s agrees to indemnify Freo Group against all losses, expenses, claims and damages incurred or reasonably expected to be incurred by Freo Group by reason of any breach of the Customer's Obligations.

2. The following words shall have the following meanings:  
"Customer Obligations" means the due and punctual observance and performance by the Customer of all its liabilities and obligations (whether contingent, prospective or actual) pursuant to the Principal Agreement;  
"Deed" means this deed as amended or varied from time to time; and  
"Principal Agreement" means any contract, agreement or other arrangement between the Customer and Freo Group in connection with the supply of goods and services to the Customer by Freo Group.
3. The Guarantor/s must on demand:
- (i) pay to Freo Group all money, interest and/or damages which the customer fails to pay Freo Group in default of the Customer's Obligations; and
  - (ii) remedy any breach of the Customer's Obligations which the customer fails to observe and perform in default of the Customer's Obligations.
4. The Guarantor/s obligations under this Deed are irrevocable and continuing, and the Guarantor/s will not be wholly or partially released from their obligations by any matter or thing, including without limitation:
- (i) the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor/s of any of them;
  - (ii) the insolvency or liquidation of the Customer;
  - (iii) the avoidance of any payment by the Customer or the Guarantor/s to Freo Group;
  - (iv) the payment of any money to Freo Group by any other person;
  - (v) the performance, observance, non-performance or non-observance of any of the Customer's Obligations;
  - (vi) the granting of time or other indulgence or consideration by Freo Group to any person;
  - (vii) any act, omission, laches or default on the part of Freo Group which would affect the liability of any person to Freo Group but for this provision; or
  - (viii) any act or omission of Freo Group which results, or might result, in prejudice to a Guarantor/s or any of them.

## APPLICATION FOR COMMERCIAL CREDIT

5. This Deed is enforceable against the Guarantor/s and the Guarantor/s is liable under this Deed notwithstanding any claims that Freo Group is stopped from enforcing any term of the Principal Agreement, or that the Customer has any other defence against an action by Freo Group to enforce any term of the Principal Agreement, and this Deed binds the Guarantor/s until the Customer is released from its obligations under the Principal Agreement.
6. The Guarantor/s obligations under this Deed are principal obligations and are not ancillary or collateral to any other obligation or instrument.
7. If Freo Group is unable to recover from any person any money owing under this Deed or the Principal Agreement, or to enforce a remedy for any other breach of the Customer's Obligations, the Guarantor/s also agrees as a separate and additional indemnity to pay Freo Group on demand the loss, damage, costs and expenses suffered or incurred by Freo Group in respect of the breach of those covenants, and the provisions of this Deed apply as far as is possible to the indemnity conferred on Freo Group by this clause.
8. The Guarantor/s may not, without Freo Group's consent:
- (i) raise a set-off or counterclaim available to the Guarantor/s against the Customer in reduction of the Guarantor/s liability under this clause; or
  - (ii) prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the customer until Freo Group has received 100 cents in the dollar in respect of the money owing by the Customer under this Deed; and the Guarantor/s holds in trust for Freo Group any such proof or claim or any dividend received by the Guarantor/s from such proof or claim.
9. The Guarantor/s must complete the statement of assets and liabilities of the Guarantor/s set out in this Deed, and disclose and provide to Freo Group details of the following:
- (i) any guarantee issued by the Guarantor/s to third parties;
  - (ii) any performance of guarantee by the Guarantor/s;
  - (iii) financial undertaking of the Guarantor/s; or
  - (iv) any other details reasonably required by Freo Group in determining whether an individual is suitable to act as guarantor.
10. The Guarantor/s agree that this Deed constitutes a security agreement:
- (i) under which the Guarantor/s pledge, mortgage, or charge their real properties specified in their statement of assets and liabilities with due payments to Freo Group of all money that is, will, or may become payable by the Customer pursuant to the Customer Obligations; and
  - (ii) for the purposes of the *Personal Property Securities Act 2009* (Cth), under which Freo Group, as secured party, may apply any money received in connection with a security interest contemplated or constituted by this Deed to satisfy obligations secured by that security interest in any way at the sole discretion of Freo Group.

11. The Guarantor/s also:
- (i) consent to Freo Group creating and registering caveat and/or mortgage over their real properties specified in their statement of assets and liabilities, and maintaining its security interest contemplated or constituted by this Deed;
  - (ii) consent to Freo Group affecting and maintaining a registration on the Personal Property Securities Register in relation to any security interest contemplated or constituted by this Deed;
  - (iii) agree to sign any documents and provide all assistance and information to Freo Group required to facilitate the registration and maintenance of any security interest contemplated or constituted by this Deed;
  - (iv) agree that Freo Group may at any time register a financing statement or financing change statement in respect of a security interest contemplated or constituted by this Deed;
  - (v) waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest contemplated or constituted by this Deed;
  - (vi) undertake to do anything (including executing any new document or providing any information) that is required by Freo Group to register a financing statement or financing change statement or to ensure that Freo Group's security position, and rights and obligations, are not adversely affected by the PPSA;
  - (vii) undertake to assist Freo Group in any reasonable manner required by Freo Group to maintain a perfected security interest under the PPSA at all times;
  - (viii) will not register a financing change statement in respect of a security interest contemplated or constituted by this Deed without Freo Group's written consent;
  - (ix) will not register, or permit to be registered, a financing statement or a financing change statement in relation to the personal property which is the subject of a security interest contemplated or constituted by this Deed in favour of a third party without Freo Group's prior written consent; and
  - (x) agree that these provisions of the PPSA will not apply and the Guarantor/s will have no rights under them: section 95 (to the extent that it required the secured party to give notice to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143.
12. If a payment to Freo Group in connection with this Deed is void or voidable under laws relating to insolvency or protection of creditors Freo Group remains entitled to the rights against the Guarantor/s which Freo Group had under this clause before that payment was made.
13. The Guarantor/s hereby warrants to Freo Group that where the Customer has executed or shall execute this Deed pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("the Instrument"), the Customer has done or prior to executing this Deed shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Deed and shall be bound hereby in accordance with the terms of this Deed and the Guarantor/s hereby agrees unconditionally that he shall indemnify and keep indemnified Freo Group from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably expected to be incurred by Freo Group from or out of the breach of any of the warranties contained in this Clause 13.
14. If the Guarantor/s comprises more than 1 person, the obligations of each Guarantor/s are joint and several.
15. In this Deed a reference to a person includes that person's executors, administrators, successors and assigns.

**APPLICATION FOR COMMERCIAL CREDIT****IMPORTANT NOTICE: LEGAL ADVICE**

Each Guarantor acknowledges that:

- (a) they have either:
- (i) sought legal advice if necessary as to the purport, effect and consequences of and obligations created by this Deed from a lawyer independent of Freo Group; or
  - (ii) having had the opportunity to seek such legal advice, determined such advice was not necessary, waived their rights to seek such advice, and that they understood the effect and consequences of and obligations created by this Deed, before executing this Deed; and
- (b) the Guarantor/s enter into this Deed freely after considering such advice or electing not to obtain such advice.

**Executed as a deed this                      day of**

|                  |  |          |
|------------------|--|----------|
| Guarantor/s name |  |          |
| Home address     |  |          |
|                  |  |          |
| State            |  | Postcode |
|                  |  |          |
| Guarantor/s name |  |          |
| Home address     |  |          |
|                  |  |          |
| State            |  | Postcode |

Signed\* by Guarantor \_\_\_\_\_

Signed\* by Witness \_\_\_\_\_

Signed\* by Guarantor \_\_\_\_\_

Signed\* by Witness \_\_\_\_\_

\* Electronic signatures are not permitted. Please print this form and sign.

**If more than 2 guarantors, tick box, photocopy this page and attach to credit application**