



James Hardie Australia Pty Ltd

A.B.N. 12 084 635 558 Phone 131103 Fax (02) 9638 9296 10 Colquhoun Street Rosehill NSW 2142 AUSTRALIA
ORIGINAL MUST BE MAILED TO: PO BOX 70 PARRAMATTA NSW 2124 (FRC)

CONFIDENTIAL CREDIT APPLICATION FORM

DATE: _____

REGISTERED COMPANY NAME:

FULL TRADING NAME OF APPLICANT:

AUSTRALIAN BUSINESS NO. AUSTRALIA COMPANY NO. REG. BUSINESS

BUSINESS ADDRESS POST CODE:

POSTAL ADDRESS: POST CODE:

PHONE NUMBER: MOBILE NO. FAX NUMBER:

EMAIL ADDRESS:

COMMENCEMENT DATE OF BUSINESS: DATE TAKEN OVER (IF APPLICABLE.)

BANK AND BRANCH:

Does the partnership/Sole trader/company operate as trustee of a trust? If yes, provide details (Including beneficiaries):
.....

Previous business name (if applicable):

PROPRIETORS/DIRECTORS: NAME AND ADDRESS IN FULL PHONE NO. FAX NO:

(Delete whichever is inapplicable)

1.

2.

3.

4.

Are the business premises: (a) owned; (b) leased, or (c) rented?

If owned, are they subject to any mortgage or any other charge? If yes, to whom?
:

Is there any mortgage, bill of sale or other charge over any other asset of the business?:
.....

If yes, provide details:

In respect of the place of living of each of the proprietors/directors, is it (a) owned outright; (b) subject to mortgage; (c) leased, or (c) rented?

1:

2:

3:

4:

TRADE REFERENCES: (Please list four (4))
(Name) (Address in full) (Phone No.) (Fax No)

1.

2.

3.

4.

ANTICIPATED CREDIT REQUIREMENTS: \$

CONDITIONS OF ACCOUNT

- Title to Goods**
Property in and title to the goods hereby sold shall not pass unless and until all goods whatsoever supplied by James Hardie Australia Pty Ltd to the buyer have been paid for in full. Until such time as the goods have been paid for in full, the buyer may sell them in the ordinary course of its business as agent for James Hardie Australia Pty Ltd and shall account to that company for the proceeds.
Prior to such sale, the buyer shall hold possession of the goods for and on behalf of and as bailee for the James Hardie Australia Pty Ltd and not on his own behalf and shall return the said goods to the company on demand.
- Any complaint as to incorrect charges or non-delivery of goods must be made in writing seven (7) days receipt of the invoices rendered in respect of the goods otherwise the goods to which the account refers shall be deemed correctly charged and delivered and the company shall be discharged from all liability whatsoever with respect to such non-delivered or discrepancy.
- The company shall not be liable for damages for failure or delay in delivery due to any cause whatsoever beyond the company's control.
- To full extent permitted by law all conditions, warranties and representations not expressly made in writing relation to a particular order of particular goods are hereby expressly negated and excluded.
- Costs incurred (on a solicitor and own client basis) in the recovery or attempted recovery of any monies overdue on the account shall be recoverable in full.
- A certificate signed by any credit manager in your employ shall be prima facie evidence of the delivery of goods charged to this account, the condition of such goods, details of the amount due and owing hereunder, and of any other matter or fact set out in such certificate and such certificate may be used in any court proceedings.
- Until such time as your credit manager approves (in writing) of any change in proprietorship, or change in any other particular set out in this application, the parties named in this application shall remain liable for any goods and/or services supplied or provided or otherwise charged to the within credit account.
- The signatories hereto agree that the company may obtain and disclose consumer credit information about them from and to: a) a credit reporting agency to assess this application and to assist recovery action (Privacy Act 1988 s18K(1)(b)&(h); and b) any credit provider named by them or mentioned in a credit reporting agency report to assess a credit application, notify defaults or loan status where an account with another provider is in default, or assess credit worthiness. This information may include information as to their credit worthiness, credit standing, credit history or credit capacity (Privacy Act s18N(1)(b)).
- The account is to be maintained on a **strictly thirty (30) day basis**. Liability shall be joint and several if there is more than one proprietor or applicant and these conditions shall be binding on a proprietor's/applicants successors and assigns.
- This credit facility may be withdrawn by the company at any time.

The applicant agrees to pay all monies which are now or may in the future become owing to James Hardie Australia Pty Ltd and to be bound by the Conditions of Account as set out herein.

Signed: _____ Signed: _____
(Director/Proprietors)

Witness: _____ Witness: _____

Note: Where applicant is a company, the form must be signed by the director/directors of the company unless other authority to sign is shown.

05/07/01

ACCOUNT WILL NOT BE OPENED UNTIL WE RECEIVE ORIGINAL DOCUMENTS



James Hardie Australia Pty Ltd Guarantee

A.B.N. 12 084 635 558 Phone 131103 Fax (02) 9638 9296 10 Colquhoun Street Rosehill 2142 PO Box 70 PARRAMATTA NSW 2124

In consideration of James Hardie supplying or continuing to supply goods or on credit to..... (the "Debtor"), (the "Guarantor") the Guarantor agrees as follows:

1. The Guarantor irrevocably and unconditionally guarantees to James Hardie the due and punctual performance by the Debtor of all obligations and liabilities owed or owing or which may become payable in the future (the "Obligations") to James Hardie, including payment by the Debtor of all monies owing for goods supplied by James Hardie.
2. The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally indemnifies James Hardie against any loss or damage suffered by James Hardie arising out of any failure by the Debtor to perform the Obligations or any obligation or liability that would otherwise form part of the Obligations being void, avoidable or unenforceable against or irrecoverable from the Debtor by James Hardie in full for any reason whatsoever.
3. The Guarantor acknowledges that notwithstanding anything contained in this Agreement in the event that the Obligations remain unfulfilled for a period of seven days after the due date provided for payment or performance, action to recover the amount overdue may be taken against the Guarantor by James Hardie immediately and without further notice. Any certificate or notice issued by James Hardie indicating the amount of the debt or other unfulfilled obligation of the Debtor will be binding and conclusive of that amount.
4. This Guarantee will be a continuing Guarantee for the whole of the Obligations from time to time and will remain in full force and effect until discharged in full by the Guarantor by notice in writing signed by the Guarantor and forwarded to the registered office of James Hardie. Any such notification by the Guarantor will only discharge the Guarantor in relation to dealings between the Debtor and James Hardie subsequent to the date of receipt of the written notice by James Hardie. If the Guarantor issues a notice under this clause, James Hardie may immediately cease to supply goods or services to the Debtor.
5. The Guarantor's obligations to James Hardie under this guarantee will not be affected by:
 - (i) the Guarantor not receiving notice of the failure by the Debtor to pay monies due to James Hardie according to the terms agreed upon between them;
 - (ii) any variation or cancellation of the credit account or the Obligations of the Debtor of which the Guarantor was aware or unaware;
 - (iii) any act, omission, matter or thing that would otherwise operate at law or in equity to reduce or release the Guarantor from such liability;
 - (iv) any agreement between James Hardie and the Debtor being unenforceable, invalid or illegal.
6. This Guarantee and Indemnity is a principal obligation of the Guarantor and will not be treated as ancillary to or collateral with any other obligation howsoever created to the intent that this Guarantee will be enforceable, subject to clause 4, without James Hardie first having recourse to any steps, proceedings or any other security against the Debtor and the Guarantor declares that James Hardie is at liberty to act as though the Guarantor is the principal or primary debtor of James Hardie and the Guarantor hereby waives all or any rights of his/her rights as surety which may be inconsistent with any of the foregoing provisions.
7. The obligations of the Guarantor exist irrespective of and are not effected by any claim or set-off which the Debtor or the Guarantor may have against James Hardie.
8. If any payment of money, conveyance or transfer of property or charge thereon made or given by the Debtor or its agent to James Hardie in reduction of its indebtedness to James Hardie is later declared to be void as against any liquidator of the Debtor the amount of the debt of the Debtor to James Hardie which this Agreement guarantees will include the amount for which credit had previously been given which was declared to be void as against the liquidator and any discharge or partial discharge of the obligations of the Guarantor whether by payment or otherwise is conditional upon no such declaration being made.
9. If the Debtor is wound up by an order of a court or otherwise James Hardie may prove the whole of its debt against the Debtor in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of the Debtor will be paid by the Guarantor to James Hardie. Should the Guarantor prove a debt against the Debtor then the Guarantor will immediately pay the dividend to James Hardie to the full extent of any shortfall in James Hardie's claims against the Debtor but such payment will not otherwise discharge its obligations to James Hardie under this Agreement.
10. It is intended that clauses 8 and 9 operate in relation to any analogous events or circumstances which may occur in any jurisdiction where the Debtor is located.
11. The Guarantor indemnifies and keeps indemnified James Hardie against any loss of whatsoever nature that James Hardie may suffer as a result of any law or regulation or other source of regulatory power operating to modify or exclude any of the rights of James Hardie under this Agreement.
12. The Guarantor hereby acknowledges that its obligations hereunder are joint and several with any other Guarantor of the Obligations and that his/her liability is not effected by the failure of any other Guarantor to execute a Guarantee in favour of James Hardie, nor by any defect in the Guarantee of any other party (including the fact that any other Guarantor does not have power to enter into a Guarantee), or the release of withdrawal from obligations of any other Guarantor.
13. In order to secure this Guarantee and indemnity, the Guarantor charges all his or her estate and interest in any real estate in which he or she now has or subsequently acquires an interest, whether legal or beneficial.
14. The Guarantor indemnifies and keeps indemnified James Hardie against all costs (including legal costs and court costs) incurred by James Hardie in connection with the enforcement of this Agreement.
15. The Guarantor agrees that James Hardie may seek a credit report from a credit reporting agency containing personal information about the Guarantor to assess the Guarantor as a guarantor of the Obligations of the Debtor or if James Hardie considers it relevant to its collection of overdue payments in respect of the Guarantor's liabilities under this Agreement.
16. This agreement shall be governed by the law of the State of New South Wales in Australia. The parties submit to the jurisdiction of the courts of that State.

 (Name of GUARANTOR)

 (Address)

 (Name of GUARANTOR)

 (Address)

 (Name of GUARANTOR)

 (Address)

SIGNED SEALED AND DELIVERED
By the abovenamed GUARANTOR

Date / / 200_

Witness to Signature
Witness Name:

SIGNED SEALED AND DELIVERED
By the abovenamed GUARANTOR

Date / / 200_

Witness to Signature
Witness Name:

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By the abovenamed GUARANTOR

Date / / 200_

Witness to Signature
Witness Name:

