



Max Hire Pty Ltd ABN 40 123 987 093

COMMERCIAL CREDIT APPLICATION

(Credit Application) including Guarantee and Indemnity, Conditions and Quotations of Sale and Rental Terms

This is a Credit Application with Max Hire Pty Ltd (Company). Please return your completed Credit Application and Guarantee and Indemnity forms to: PO Box 164, Clayton VIC 3168 or by email to credit@maxhire.com.au

CUSTOMER (APPLICANT) DETAILS

Sole Trader Company Partnership Trading Trust Other (specify)

Name _____ ACN _____

Trust Name (if a Trust) _____ ABN _____

Trading Name _____ Date Business commenced _____

Main Business Activity _____ Estimated Monthly Trade (with Company) \$ _____

Postal Address _____ Suburb _____ Postcode _____

Street Address _____ Suburb _____ Postcode _____

Primary Contact Name _____ Telephone _____ Email _____

Accounts Payable Contact _____ Telephone _____ Email _____

Has Applicant or an associated entity or person traded with the Company before? Yes No

If yes, please provide account name and number: _____

Do you operate a Purchase Order no. system? Yes No

TRADE REFERENCES

Name _____ Telephone _____ Contact _____

Name _____ Telephone _____ Contact _____

Name _____ Telephone _____ Contact _____

DETAILS OF DIRECTORS / SOLE TRADERS / PARTNERS

Full name (as on Driver's Licence) _____ Date of Birth / /

Position _____ Driver's Licence No. _____

Residential Address _____ Postcode _____ Owned Rented

Full name (as on Driver's Licence) _____ Date of Birth / /

Position _____ Driver's Licence No. _____

Residential Address _____ Postcode _____ Owned Rented

Full name (as on Driver's Licence) _____ Date of Birth / /

Position _____ Driver's Licence No. _____

Residential Address _____ Postcode _____ Owned Rented

IF APPLICANT IS A COMPANY, INCLUDING A COMPANY ACTING AS TRUSTEE OF A TRADING TRUST, PLEASE HAVE DIRECTORS COMPLETE ATTACHED GUARANTEE AND INDEMNITY.



CREDIT APPLICATION TERMS AND CONDITIONS

General

- By signing this Credit Application, the Customer acknowledges that: (a) it has read, understood and agrees to these Credit Application Terms and Conditions and the Company's Rental Terms (available at <http://www.maxhire.com.au/Administration.html> or from the "Administration" link at <http://www.maxhire.com.au>), as varied in accordance with their respective terms; and (b) the Rental Terms will govern any and all rentals of equipment from the Company except as otherwise agreed.
- The Company has absolute discretion to accept or reject the Credit Application. If it accepts the Credit Application, the Company will establish an account with a specified credit limit and notify the Customer that the account is active. Even if a credit account is established, nothing compels the Company to provide goods or services to the Customer on credit terms or otherwise.
- The Customer and the person signing on behalf of the Customer each warrant that: (a) the information provided in this Credit Application is true and correct and acknowledges that the Company will rely on that information in deciding whether to grant a credit account and/or deal with the Customer; (b) the signatory is duly authorised to sign the Credit Application on behalf of the Customer; (c) the credit account is required for the Customer's business or commercial purposes and will not be used for personal, domestic or household purposes; and (d) the Customer is solvent and there are no unsatisfied judgements, arbitral awards, pending judgements or orders which may impact this application or the Customer's ability to repay the credit offered.
- If the Customer is a body corporate the Company may, at any time before or during the operation of the account, require one or more of the Customer's directors and/or officers to guarantee repayment of all amounts the Customer owes the Company in the form of the Guarantee and Indemnity included in this Credit Application. If a director or officer who has provided such a Guarantee and Indemnity vacates his or her office, the Customer must notify the Company in writing within 7 days. The Company may require a replacement Guarantee and Indemnity from another director or officer specified by the Company, in which case, the replacement Guarantee and Indemnity must be provided within 7 days of the request from the Company.
- If the Customer is a trust, the Customer acknowledges that the trustee is liable on the account and that in addition the assets of the trust will be available to meet the payment of the account. Unless the Customer has disclosed in the Credit Application that it is a trust, the Customer acknowledges that it holds the account (and purchases goods and services) in its own capacity and not as trustee of any trust.
- The Customer must notify the Company within 7 days of any change in control of the Customer or any change of address or contact information. The Company may require a new Credit Application to be completed as a result of such changes.
- The Customer's credit account and credit limit are subject to cancellation or variation by the Company at any time. The Company has absolute discretion as to the manner in which it applies money it receives from the Customer.
- These Credit Application Terms and Conditions are governed by and the parties submit to the non- exclusive jurisdiction of the courts of New South Wales.

Security

- In order to secure the Customer's due and punctual performance of all its obligations to the Company (including the payment of all monies owing), the Customer charges all of its legal and beneficial interest (present and future) in any and all real property in favour of the Company.
- On the Company's request, the Customer must at its cost execute any documents and do all things reasonably required by the Company to more fully document or better secure a charge arising under clause 9 on such terms as the Company sees fit or to register a charge or security interest in respect of any of the Customer's real property. The Customer also consents to the Company lodging caveats in respect of any of the Customer's real property.
- If the Customer fails to deliver any document requested by the Company, the Customer appoints the Company or an authorised officer of the Company to be its attorney for the purpose of executing and registering such documents.

Privacy Notice

- The Customer consents and authorises the Company (subject always to law) to: (a) make such enquiries as the Company may require as to the credit worthiness of the Customer and the Customer agrees to assist the Company as required from time to time; (b) give information about the Customer to a credit reporting agency for the purpose of obtaining a consumer credit report about the Customer and/or allowing a credit reporting agency to create or maintain a credit information file containing information about the Customer; (c) obtain a consumer credit report about the Customer from a credit reporting agency for the purposes of assessing the Customer's Credit Application and/or collecting overdue payments relating to commercial credit owed by the Customer to the Company; (d) give a person who is a guarantor, or is considering becoming a guarantor, a credit report containing information about the Customer for the purposes of the guarantor deciding whether to act as a guarantor; and/or providing the guarantor with information about the guarantee; and (e) exchange information about the Customer with other credit providers named in this Credit Application or named in a consumer credit report about the Customer for the purpose of assessing the Credit Application and the credit worthiness of the Customer, notifying other credit providers of a default by the Customer or exchanging information with other credit providers as to the status of the credit facility.
- The Customer understands that the information exchanged may include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth) as amended or replaced.
- The Company will collect the personal information that is provided by the Customer in the completed Credit Application. The personal information is collected by the company to assess the Customer's Credit Application with the Company and to administer and enforce the Credit Application, to provide and market services to the Customer and to assist the Company in the collection of overdue payments. If the Customer does not provide the personal information requested then the Credit Application will be rejected by the Company. The Company may disclose the personal information to other related entities, to credit reporting agencies and to Caterpillar Inc and its related entities in Australia, Singapore and the United States of America.
- The Company's Privacy Policy contains information about how the individual may access the personal information about that individual that is held by the Company and seek correction of such information if required. It also contains information about how the individual can complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds the Company and how the Company will deal with the Complaint. A copy of the Company's Privacy Policy can be obtained on request or by visiting <http://www.maxhire.com.au>. For any privacy related enquiries, please contact: Max Hire Pty Ltd, Company Secretary, Phone: (03) 9566 0666, email: privacy@maxhire.com.au.

CUSTOMER ACKNOWLEDGEMENT AND SIGNING

By signing below, the Customer acknowledges that it has read, understood and agrees to be bound by the Credit Application Terms and Conditions and Rental Terms (available at <http://www.maxhire.com.au/Administration.html> or from the "Administration" link at <http://www.maxhire.com.au>) and acknowledges the contents of the Privacy Notice, constituted by clauses 12 to 15 above, as required by the Privacy Act 1988 (Cth) as amended.

Signed for and on behalf of the Customer by: Authorised Officer(s) Sole Trader Partners

| | |
|------------|------------|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: / / | Date: / / |

BACKGROUND

This Guarantee and Indemnity (**Guarantee**) relates to the Credit Application submitted by the customer named below (**Customer**) to Max Hire Pty Ltd ACN 123 987 093 (**Company**).

Customer Name _____ ACN/ARBN/ARSN _____

Trading Name (if different from above) _____ ABN _____

This Guarantee is between the Company and the person(s) stated below (**Guarantor(s)**):

Full name _____ Date of Birth / /

Residential Address _____ Driver's Licence No. _____

Full name _____ Date of Birth / /

Residential Address _____ Driver's Licence No. _____

TERMS OF GUARANTEE AND INDEMNITY

1. The Guarantor(s) jointly and severally unconditionally and irrevocably guarantee to the Company the due and punctual: (a) payment by the Customer of all monies actually or contingently owing now or in the future to the Company by the Customer either alone or jointly or severally with another person on any account whatsoever (**Amounts Due**), including without limitation in respect of goods or services supplied (or to be supplied) to, or equipment rented (or to be rented) by, the Customer; and (b) performance by the Customer of all of its obligations contained or implied in any contract or agreement with the Company (**Customer Obligations**), including without limitation all obligations contained in the Company's Credit Application Terms and Conditions and Rental Terms.
2. If the Customer defaults in payment of the Amounts Due, the Guarantor(s) must pay that money to, or as directed by, the Company, in full without set-off, counterclaim or deduction, immediately on demand. The Company has absolute discretion as to the manner in which it applies money it receives under the Guarantee.
3. This Guarantee is a continuing guarantee and indemnity for all Amounts Due and all Customer Obligations.
4. The Guarantor(s)' obligations are principal obligations and are not ancillary or collateral to any other right or obligation. The Company may enforce the Guarantor(s) obligations without first being required to proceed against the Customer, exhaust any remedy it may have against the Customer, or enforce any security it may hold with respect to the Amounts Due or the Customer Obligations.
5. The liability of the Guarantor(s) is absolute and unconditional, and not affected by anything which, but for this clause, might abrogate, prejudice, avoid or affect it at law or in equity, including without limitation: (a) if the Company grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases the Guarantor(s)' liability under this Guarantee; (b) by the release of any Guarantor or if this Guarantee is or becomes unenforceable against one or more Guarantors; (c) any payment by the Customer being later avoided by law, whether or not the Guarantor(s) have been given notice of these matters.
6. Until the Amounts Due have been irrevocably paid, and the Customer Obligations performed in full, the Guarantor(s) agree: (a) in the event of any insolvency event of the Customer, that the Guarantor(s) will not, without the Company's prior written consent, lodge any proof of debt or similar claim for any debt or liability to the Guarantor(s) on any account whatsoever, nor enforce any security held by the Guarantor(s) in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for the Company; (b) on request by the Company, to lodge a proof of debt or similar claim in any such administration and enforce any such security and execute all such documents that the Company may require to enable the Company to have and receive the benefit of or arising from such proof, claim or security; (c) that the Guarantor(s) will not be entitled to share in any security held or money received by the Company or, without the prior written consent of the Company, exercise any right of subrogation to the Company in respect of any security or money; (d) to not take any steps to enforce a right or claim against the Customer in respect of any money paid by the Guarantor(s) to the Company under this Guarantee; (e) to not exercise any rights as surety in competition with the Company; and (f) that the Guarantor(s)' liability under this Guarantee is that of principal debtor.
7. If an amount paid by the Customer to the Company is later avoided or the Company considers that it must, or should (acting reasonably) by way of compromise, pay that amount to another person under any law, the Company's rights under this Guarantee will be reinstated as if the payment had not been made.
8. The Guarantor(s) waive, in favour of the Company, all rights whatsoever against the Company and the Customer and any other person, estate and other assets so far as necessary to give effect to anything contained in this Guarantee.
9. The Guarantor(s) indemnify the Company against all costs, claims, actions and liabilities of whatever nature (either actual or contingent), including legal costs on an indemnity basis, the Company suffers or incurs in connection with or arising in any way from: (a) a breach by the Customer of the Credit Application Terms and Conditions, the Rental Terms and any other agreement between the Customer and the Company; (b) the business relationship between the Customer and the Company; or (c) the preparation, enforcement or discharge of this Guarantee.
10. If there is more than one Guarantor, they enter into this Guarantee jointly and severally and the Company in its discretion may at any time proceed against any or all of them in respect of the Guarantor(s)' obligations.
11. This Guarantee binds each of the persons executing it from when they execute it even if one or more of the persons named in this Guarantee does not execute or is not or ceases to be bound by it.



Max Hire Pty Ltd ABN 40 123 987 093

GUARANTEE AND INDEMNITY

Relating to Credit Application with
Max Hire Pty Ltd

12. The Guarantor(s) must give written notice to the Company of any change to any details contained in this Guarantee within 5 days from the change occurring.
13. A certificate signed by an authorised officer of the Company stating any amounts owing by the Customer or Guarantor(s) to the Company will be conclusive evidence of that indebtedness.
14. As security for the obligations and liabilities of the Guarantor(s), each Guarantor charges all of its legal and beneficial interest (present and future) in any and all real property in favour of the Company. On the Company's request, each Guarantor must at its cost execute any documents and do all things required by the Company to more fully document or better secure this charge on such terms as the Company sees fit or to register a charge or security interest in respect of any of the Guarantor's real property. Each Guarantor also consents to the Company lodging caveats in respect of any of the Guarantor's real property.
15. If a Guarantor fails to deliver any document requested by the Company, that Guarantor appoints the Company or an authorised officer of the Company to be its attorney for the purpose of executing and registering such documents.
16. The Company may recover from the Guarantor(s) the costs incurred by the Company in registering, maintaining and enforcing security interests created or contemplated by the Guarantee.
17. Any demand or notice to be given to the Guarantor(s) under this Guarantee will be deemed to have been given if it is in writing and hand delivered or sent by ordinary prepaid post to the Guarantor(s)' address shown on this form (or any replacement address the Guarantor(s) have provided to the Company in writing) and any demand or notice is deemed to have been received by the Guarantor(s) on the day of hand delivery or, if posted, on the second business day after it is posted.
18. The Company does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Company.
19. This Guarantee is governed by the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
20. Each Guarantor consents and authorises the Company to obtain from any person information about the Guarantor(s) which the Company may require for the purpose of assessing whether to accept the Guarantor(s) as a guarantor for the credit applied for by, or provided to, the Customer. The Guarantor(s) further irrevocably authorise the Company to provide to any third party information about the Guarantor(s) in response to credit references and enquiries or by way of information exchange with credit reference agencies, details of this Guarantee and any subsequent dealings that the Guarantor(s) may have with the Company as a result of this deed being enforced by the Company.
21. The Company complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals. A copy of the Company's Privacy Policy can be obtained on request or by visiting www.maxhire.com.au.

GUARANTOR(S) ACKNOWLEDGEMENT AND SIGNING

By signing below as Guarantor(s), I/we certify that I/we understand the terms of this Guarantee and Indemnity. In particular, I/we understand that if the Customer fails to make any required payments to the Company, the Company may recover the amount of these payments from me/us personally. In such case, the Company may, amongst other recovery rights, take a charge over any real property I/we own.

I/we certify that I/we have had the opportunity of taking independent legal advice in relation to the meaning and effect of, and enter into freely, this Guarantee and Indemnity.

DATED this _____ day of _____ Year _____

EXECUTED AS A DEED

Signed, sealed and delivered by Guarantor in the presence of

Signature of Guarantor



Signature of Witness



Name of Guarantor (print)

Name of Witness

Address of Witness

Signed, sealed and delivered by Guarantor in the presence of

Signature of Guarantor



Signature of Witness



Name of Guarantor (print)

Name of Witness

Address of Witness



Max Hire Pty Ltd ABN 40 123 987

RENTER PROTECTION

This document relates to the Rental Terms which govern any and all rentals of equipment by the customer named below (Customer) to Max Hire Pty Ltd (Company)

Customer Name _____

RENTER PROTECTION

In accordance with the Company's Rental Terms available at <http://www.maxhire.com.au/Administration.html> and the Customer's Credit Application with the Company, the Customer is liable for any and all loss or theft of, or damage beyond fair wear and tear to, any equipment on hire to the Customer.

However, the Customer's liability for loss or theft of, or damage to, the equipment may be reduced through the Company's 'Renter Protection' program. Renter Protection is an amount (which will be a percentage of the rental charges as determined by the Company from time to time) that the Customer will automatically be charged to reduce its liability to the Company in various circumstances. Renter Protection is not insurance, but can be of great benefit to the Customer.

Details and conditions of Renter Protection can be found in clause 10 of the Rental Terms.

APPLICATION TO REMOVE RENTER PROTECTION

If the Customer does not wish to acquire Renter Protection, it may apply to have it removed by completing and signing this form below. The Company may in its absolute discretion agree to remove Renter Protection by signing this form and returning a signed copy to the Customer.

If the Company agrees to remove Renter Protection, the Customer will not be charged for Renter Protection. In this event, however, the Customer will be fully liable for loss or theft of, or damage to, the equipment on hire in accordance with the Rental Terms.

The Customer requests Renter Protection be removed in accordance with the terms above and acknowledges and agrees that its liability for loss or theft of, or damage to, the equipment it hires will be as specified in the Company's Rental Terms.

Signed for and on behalf of Customer**

Date

**The Customer and the person signing for and on behalf of the Customer each warrant that the signatory is duly authorised to sign this Renter Protection removal application on behalf of the Customer

The Company agrees to remove Renter Protection for the rental of equipment by the Customer.

Signed for and on behalf of Max Hire Pty Ltd

Date