

Telephone	Mobile	Fax
<input type="text"/>	<input type="text"/>	<input type="text"/>

Business Details:

Business/Trading Name	Business Name Reg. No
<input type="text"/>	<input type="text"/>

Business/Delivery Address – Please include Postcode

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Postal Address – Please include Postcode

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Business Address: Owned: Leased:

Business Operating Years: Owner's Years At Business:

Is there a Bill of Sale/Lien/Charge over any of the Assets of the Business? Yes No

Silo Capacity	Dust Collector Type	Hrs of Access
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Approximate Owners Equity: \$ Approximate Total Assets: \$

Estimated Purchases: Tonnes per month

Name of Bank: Branch:

Account Payment Contact:

Surname	2 nd Initial	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone:	Mobile:	Fax:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Plant Contact:

Surname	2 nd Initial	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone:	Mobile:	Fax:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Trade References

Company	Phone	Credit	Terms
1.	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> Days
2.	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> Days
3.	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> Days

Provision of the names above is deemed as consent, under the credit reporting requirements of The Privacy Act 1988 for Independent Cement and Lime Pty. Ltd. to contact these persons for the purpose of obtaining any information about your credit history or credit worthiness.

Agreement to Credit Application And ICL's Conditions of Sale

I/We confirm that the information contained in this credit application is true and correct and that the Customer agrees to ICL's conditions of sale, **SIGNED** for and on behalf of the Customer by:

Director/Sole Trader/Partner	Director/Sole Trader/Partner	Director/Sole Trader/Partner
(Print Name)	(Print Name)	(Print Name)
Date	Date	Date

Guarantee Of The Obligations Of The Customer To ICL

In consideration of ICL agreeing to supply goods and services to the Customer. I/We agree as follows:

1. To unconditionally and irrevocably guarantee to ICL:
 - a) punctual payment of all sums of money, interest and damages now or in the future owing, actually or contingently, by the Customer to ICL or which now or in the future there is a prospect that may become owing actually or contingently by the Customer to ICL; and
 - b) punctual performance and observance of all ICL's terms and conditions.

arising from ICL supplying goods and services to the Customer ("guaranteed obligations").

2. Irrevocably indemnify ICL against all liability, damages, loss and expenses, which it suffers or incurs now or in the future because the Customer defaults in performance or observance of the guaranteed obligations.
3. This document is a continuing guarantee for the whole of the guaranteed obligations, and my obligations (as guarantor, indemnifier or otherwise) and ICL's right will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this guarantee, including without limitation, any of the following:
 - a) the granting of any forbearance, time or other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of myself of the Customer;
 - b) the death, administration or mental illness of the Customer;
 - c) the fact that no demand for the performance or observance of the guaranteed obligations has been made on myself or the Customer or any other person; and
4. My obligations under this guarantee are primary obligations. ICL is not obliged or any other person to proceed against or enforce any other security or any other right against the Customer or demand payment from the Customer or any other person before it is entitled to enforce the guaranteed obligations.
5. A certificate by ICL relating to this guarantee is, in absence of manifest error, conclusive of evidence against me of the matters certified.

SIGNED for and on behalf of the Customer by:

Guarantor	Witness	Date
(Print Name)	(Print Name)	
Guarantor	Witness	Date
(Print Name)	(Print Name)	
Guarantor	Witness	Date
(Print Name)	(Print Name)	

Limitation of Liability

- (b) The Buyer acknowledges that it is purchasing the goods in the ordinary course of business and the Company is not aware of any unusual or particular purpose for which the goods are being acquired. Unless advice in writing from the Company is obtained by the Buyer, the buyer is not relying on the skill or judgment of the Company with respect to any unusual or particular purpose for which the Buyer may intend to use the goods;
- (b) Notwithstanding anything contained in these conditions of sale, the liability of the Company to the buyer in respect of goods supplied by the Company to the Buyer (including any liability for the negligence of the Company) will be limited at the option of the Company to any one or more of the following:
 - (i) replacement of the goods or the supply of equivalent goods;

the payment of the cost of replacing the goods or of acquiring equivalent goods.