



TRI-STEEL FRAMES

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



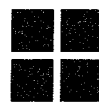
WINGFIELD TIMBER

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



McLAREN VALE QUARRIES

MSP Nominees Pty Ltd
ACN 008 085 363
ABN 43 762 744 840



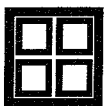
HALLETT CONCRETE

Hallett Concrete Pty Ltd
ACN 007 955 419
ABN 46 007 955 419



DIRECT INTERIORS

ACN 008 056 371
ABN 83 008 056 371



SEAVIEW JOINERY

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



AUSTRALIAN TIMBER DOORS

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



TRUSSFAB

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



FASTFAB STEEL

MSP Group Pty Ltd
ACN 007 991 666
ABN 85 007 991 666



MSP TRANSPORT

MSP Nominees Pty Ltd
ACN 008 085 363
ABN 43 762 744 840

CREDIT ACCOUNT APPLICATION FOR 30 DAY CREDIT ACCOUNT

With the abovementioned companies (hereinafter jointly and severally called "Supplier")

Accounts: PO Box 2528 Regency Park SA 5942 **Phone:** (08) 8260 6699 **Fax:** (08) 8349 7151

Are you a:	Sole Trader	Private Company
	Partnership	Public Company
Registered Name:		A.C.N.
		A.B.N.
Trading Name:		
Address:		
		P/Code
Postal Address:		
		P/Code
Telephone Nos:	Business: Mobile:	Facsimile: After Hours:

Nature of Business					Number of years
Business Address:	Owned	Yes/No	Equity \$	Rented	Yes/No
Name of Accountant:					Tele No:
Person handling payment of A/c's					
Bankers Name:					Branch:
Builders Licence No:					After Hours:

Full names and addresses of Directors, Partners, Proprietors, Spouse:-

Name:		Home phone:
Home Address:		Date of birth:
		P/Code
Name:		Home phone:
Home Address:		Date of birth:
		P/Code
Name:		Home phone:
Home Address:		Date of birth:
		P/Code

Is there any encumbrances or charges over the business assets?	Yes/No
If yes, please attach details	
Does any financial institution, company or person(s) hold security from you	Yes/No
If yes which one?	
* Has any Director/Partner ever been associated with a company/business which has made any arrangement or assignment for the benefit of their creditors?	Yes/No

Names of related or subsidiary companies or partnership:
Estimated monthly purchases of our products:
Products to be purchased:

Credit References:	
1.	Tele No:
2.	Tele No:
3.	Tele No:
4.	Tele No:

Signatures Partners/Directors

Signatures Partners/Directors

<p>I/We,</p> <ul style="list-style-type: none"> • acknowledge that the terms and conditions of sale as specified by Supplier and attached hereto have been read and shall apply to all sales by Supplier • declare the information given by me/us herein is true and correct; • Agree to the following: <p>(a) <u>Agreement that Supplier may seek consumer credit information (Section 18K (1) (b), Privacy Act 1988)</u> if Supplier considers it relevant to assessing my/our application for commercial credit, I/We agree to Supplier obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Supplier.</p> <p>(b) <u>Agreement that Supplier may use a credit report about me/us for collecting overdue payments (Section 18K (l) (h), Privacy Act 1988)</u> if Supplier considers it relevant to collecting overdue payments in respect of a commercial credit provided to me/us. I/We agree to Supplier receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.</p> <p>(c) <u>Agreement to Supplier seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N (l) (b), Privacy Act 1988)</u> I/We agree that Supplier may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency any information about my/our credit arrangement. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/We understand the information may be used for the following purposes:</p> <ul style="list-style-type: none"> • to assess an application by me/us for credit • to notify other credit providers of a default by me/us • to exchange information with other providers as to the status of this loan where I/We are in default with other credit providers • to assess my/our credit worthiness <p>Dated: _____</p> <p style="text-align: center;">Signature of Applicant or Authorised Representative of Company</p> <p style="text-align: center;">COMPANY APPLICANTS: PLEASE COMPLETE AND SIGN GUARANTEE INDEMNITY</p>
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PLEASE USE BLOCK LETTERS

TERMS AND CONDITIONS OF SALE

1. **Interpretation**

"Supplier" means Direct Interiors Pty Ltd ACN 008 056 371 ABN 83 008 056 371 and M.S.P. Nominees Pty Ltd ACN 008 085 363 ABN 43 762 744 840 and Hallett Concrete Pty Ltd ACN 007 955 419 ABN 46 007 955 419 and MSP Group Pty Ltd ACN 007 991 666 ABN 85 007 991 666 or any of them together with their successors and assigns.
"Purchaser" means any person, firm or corporation including his/its successors, administrators and assigns who or which has requested the supply of goods by Supplier.
2. **General**

Unless otherwise agreed in writing all quotations are made, all orders are accepted and all goods are supplied subject to these terms and conditions notwithstanding anything that may be provided to the contrary in or on the Purchaser's inquiries, orders or acceptance. Precious dealings between the Supplier and Purchaser shall not vary or replace these terms and conditions and for any former terms and conditions are null and void.
3. **Orders**
 - 3.1 Subject to sub-clause 3.2 a contract will be deemed to have been made upon receipt by the Supplier of an oral or written order for the supply of goods from the Purchaser and acceptance of that order by the Supplier either by written notice or acceptance or delivery of the goods.
 - 3.2 The Supplier reserves the right to accept or decline in whole or part any order made by the Purchaser.
 - 3.3 An order of goods may not be cancelled or delivery or performance in respect thereof delayed without the prior written consent of Supplier and the Purchaser agrees to indemnify the Supplier against all losses and costs associated with effecting the cancellation.
4. **Prices**
 - 4.1 Purchaser shall pay in full for all goods supplied to by Supplier within the month following of supply.
 - 4.2 In the event that payment of goods is not made by the Purchaser to the Supplier in accordance with Clause 4.1 or as otherwise agreed between the Supplier and Purchaser in writing the amount outstanding to the Supplier for the goods shall be subject to interest at the current going rate.
 - 4.3 Where payment is ordered for goods Supplier may at its option cancel any incomplete contracts or orders or suspend delivery of goods yet to be delivered as the case may be.
 - 4.4 Prices quoted are in accordance with Supplier's current price list which is subject to alteration without notice. Particulars of delivery charges are included in the Supplier's current price list and are also subject to alterations without notice.
 - 4.5 In the event of default of payment by Purchaser in accordance with clause 4.1 all debt recovery costs including legal costs on a solicitor/own client basis and disbursements and any mercantile costs shall be deemed to be part of the indebtedness of Purchaser to Supplier.
5. **Payment**
 - 5.1 Unless otherwise agreed by the supplier in writing, payment for all Goods shall be made prior to the end of the month following that in which the goods are invoiced. Punctual payment is agreed to be of the essence of the contract.
 - 5.2 Non-payment for any or all Goods by the due date will be considered by the supplier to be a breach of the terms of sale and, in addition to any other rights this supplier may have, the supplier may undertake to:
 - (a) cancel the Customer's right to operate a commercial credit account with the supplier
 - (b) charge interest on any outstanding amount, calculated from the day following the date upon which payment should have been made, at a rate equal to the supplier then current overdraft rate, as varied from time to time
 - (c) proceed with legal action for the recovery of non-payment by the Customer
 - (d) add to the unpaid amount any Debt Collector's expenses incurred, or to be incurred, as a consequence of any actions taken by the supplier to recover non-payment by the Customer
 - 5.3 Monies owed by the Customer to the supplier shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved.
 - 5.4 The Customer undertakes to pay all Bank Charges incurred by the supplier in respect of any cheques not met upon first presentation to the Bank
6. **Activity**
 - 6.1 Supplier is not liable whatsoever for any direct, indirect or consequential loss or damage suffered by Purchaser and any third party caused directly or indirectly by non delivery or delay in delivery of goods by the date or dates specified by Supplier.
 - 6.2 Where Supplier is unable to deliver goods because of a matter or matters beyond Supplier's control including but no limited to, plant and delivery equipment breakdowns, industrial stoppages or shortages of raw material the date specified for delivery shall be extended until the cessation of such matter or matters.
 - 6.3 The type and quantity of goods delivered are detailed on the delivery docket (if applicable) and must be checked by Purchaser at the time of delivery for compliance with Purchaser's order. If delivery is to an unattended site Supplier will not be liable for any loss or damage to the goods and Purchaser shall be deemed to have accepted the goods as per the delivery docket.
 - 6.4 No claim for shortages or damaged or defective goods may be made against Supplier unless written notice of such claim is received by Supplier within seven (7) days of delivery.
 - 6.5 Risk in goods shall pass to Purchaser immediately upon delivery.
7. **Reservation of Title**
 - 7.1 Until payment for the goods has been made in full by Purchaser to Supplier:-
 - 7.1.1 property in and ownership to the goods remain with Supplier and Purchaser agrees to hold the goods as bailee for Supplier notwithstanding the granting of credit and Purchaser further agrees to store the goods and keep all necessary records so as to show clearly that they are Supplier's property; granting of credit and Purchaser further agrees to store the goods and keep all necessary records so as to show clearly that they are Supplier's property;
 - 7.1.2 failing identification of said goods, all goods supplied by Supplier and composted products incorporating such goods in Purchaser's possession shall be deemed to belong to Supplier to the extent of all sums due to Supplier.
 - 7.1.3 Supplier may at anytime terminate any contract relating to the goods and the bailment without notice to Purchaser and may thereupon take possession of the goods and without limiting the generality thereof including on the happening of the following events:-
 - 7.1.4.1 the breach, non performance or non observance of the conditions herein contained by Purchaser;
 - 7.1.4.2 the commission of an act of bankruptcy by Purchaser;
 - 7.1.4.3 a receiver and/or manager; mortgagee or agent of the mortgagee of the assets or undertaking of Purchaser is appointed;
 - 7.1.4.4 where Purchaser is a company and it is subject to any proceedings for or takes any step towards liquidation;
 - 7.1.4.5 Purchaser makes any arrangements with or assignments for the benefit of creditors;
 - 7.1.4.6 Purchaser becomes the subject of a court order for payment or monies.
8. **Advice**
 - 8.1 Purchaser shall assure that goods are not used for any purpose for which they are not suitable and shall not be responsible for using the degree of skill and care in handling the goods that is required for the goods since these matters are beyond the control of the Supplier.
 - 8.2 Subject to any rights or remedies the Purchaser may here under the Trade Practices Act or any other legislation the Purchaser expressly acknowledges and agrees that any advises furnished by the Supplier with respect to the use of the goods is given in good faith but on the basis that the Supplier assumes no obligation or liability for advice given or results obtained, all such advice being given by the Supplier and accepted by the Purchaser at the Purchaser's risk.

Acknowledgement of Terms and Conditions of Sale

Date..... Sign.....

