

CONFIDENTIAL



Wastech Engineering Pty Ltd
33 Wedgewood Road Hallam, VIC 3803
PO Box 5094 Hallam, VIC 3803
P: 61 3 8787 1600 F: 61 3 8787 1650
E: info@wastech.com.au
ABN: 52 059 404 152

Application for Credit,
Terms of Trade,
Guarantee,
Privacy Consent
and Warranty Policy.

How to Complete these Forms

1. Please read all documents carefully

- Part 1: Credit Application
- Part 2: Terms and Conditions of Trade
- Part 3: Personal Guarantee
- Part 4: Privacy Act Consent Form

IMPORTANT: *If you do not understand any part you should seek legal advice*

2. Credit Application

- Complete all of parts 1, 2, 5, 6 and 7
- If you are applying for your company, complete part 3
- If you are applying as a trustee (corporate or individual), complete part 4
- Read part 8 carefully
- Sign in the appropriate sections of part 9
 - If you are a sole trader, you must sign
 - If you are applying as a partnership, all partners must sign
 - If you are applying for your company, all directors must sign
 - If you are applying as individual trustee, all individual trustees must sign
 - If you are applying for a company trustee, all directors must sign

IMPORTANT: *By signing, you are agreeing to be bound by the Terms and Conditions of Trade*

3. Personal Guarantee

- If you are a sole trader or partnership, you need not sign this form
- If you are applying for your company, all **directors** must sign
- If you are applying as a trustee, all trustees must sign
- **For more than 4 Guarantors, additional Guarantors must sign a copy of the form**
- **Each signature must be witnessed by an independent witness**

IMPORTANT: *All parties who sign the guarantee may become personally responsible instead of, or as well as, the Applicant to pay all amounts which the Applicant owes Wastech as well as Wastech's costs and expenses in enforcing the guarantee and interest.*

If the Applicant does not pay you must pay. This could mean you lose everything you own. Before signing, each guarantor should:

- *obtain independent legal advice*
- *consider obtaining independent financial advice*
- *make his or her own enquiries about the credit worthiness, financial position and honesty of the Applicant.*

4. Privacy Act Consent Forms

- If you are a sole trader you must sign this form
- If you are a partnership, all partners must sign this form
- If you are applying for your company, all directors must sign
- If you are applying as individual trustees, all individual trustees must sign
- If you are applying for a company trustee, all directors must sign

5. When finished

- When all parts have been signed, please return to our Head Office, attn: 'Accounts Department'.
- For any queries relating to this application please contact the 'Accounts Department'.



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Part 1: Credit Application

1. THE APPLICANT

Applicant Name: _____ ABN: _____
 Trading Name (if different from applicant): _____ Commencement Date of Business: _____
 Previous Business Name (if applicable): _____ Are you registered for GST: Yes / No
 Principal business address: _____
 Delivery Address (if different from Principal business address): _____
 Transport Requirements (if any): _____
 Name of Buying Group (if any): _____
 Contact Name: _____ Position _____ Mobile: _____
 Tel No: _____ Fax No: _____ Email: _____

2. OPERATING STRUCTURE

tick appropriate

- Pty. Ltd. Sole Trader Corporation as Trustee
 Public Co. Partnership Individual(s) as Trustee

If a company or partnership, please complete part 3

3. DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS

provide details of all directors (for company or corporate trustee), partners or individual trustees

Name: _____ Address _____ Phone: _____ DOB: _____
 Name: _____ Address _____ Phone: _____ DOB: _____
 Name: _____ Address _____ Phone: _____ DOB: _____
if more than 3 please attach details

If a trustee, please complete part 4

4. TRUST DETAILS

Name of Trust: _____ ABN _____

tick appropriate

- Type of trust: Family/Discretionary Unit Other (Details _____)

If a unit trust, please provide details of all unitholders/beneficiaries

Name: _____ Address _____
 Name: _____ Address _____
if more than 2 please attach details

5. APPLICANT'S FINANCIAL DETAILS

Anticipated Monthly purchases \$ _____ Monthly Credit requested: \$ _____

Bank: _____ Branch: _____ Account Number: _____

Contact: _____ Tel: _____

- Business Premises: Owned Leased

If leased, from whom : _____

Details of security (Mortgages, Debentures, Bill of Sale provided by Applicant over its business or property to third parties)

Type of security _____ provided to: _____

6. BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

Have any been declared bankrupt? Yes No If yes, details: _____

Have any been involved in business that have failed or been liquidated Yes No If yes, details: _____

Names of related or subsidiary companies or partnerships: _____

7. TRADE/BUSINESS REFERENCES

4 trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name _____ Address _____

Contact _____ Tel _____ Fax _____

2. Name _____ Address _____

Contact _____ Tel _____ Fax _____

3. Name _____ Address _____

Contact _____ Tel _____ Fax _____

4. Name _____ Address _____

Contact _____ Tel _____ Fax _____

8. TERMS OF CREDIT

Credit will not be provided until Wastech Engineering Pty Ltd ("Wastech") accepts this Application and has provided written confirmation to the Applicant.

If Wastech accepts this Application, the provision of Goods and Services and credit facilities to the Applicant are subject to Wastech's Terms and Conditions of Trade as attached and as amended from time to time.

9. EXECUTION

By signing this application for credit, the Applicant:

- acknowledges having been provided with Terms and Conditions of Trade and having read and understood them;
- acknowledges that it has been advised to seek legal and financial advice prior to signing this Application;
- agrees that the Terms and Conditions of Trade apply to the provision of Goods and Services to it by Wastech;
- warrants that the information in this Application is correct and that should there be any change which affects the trading address, legal entity, structure of management or control of the Applicant or the Applicant's business, the Applicant will notify Wastech in writing giving details of that change within seven (7) days of that change occurring; and
- acknowledges that until such time as Wastech's credit manager approves (in writing) of any change in any particulars 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 this account.

Where the Applicant is a company or corporate trustee, this Application must be signed by the Director(s).

Where the Applicant is a sole, trader, partnership or individual(s) as trustee, all partners and individuals must sign the Application.

Name of authorised person: _____	Position: _____
Signature: _____	Date: _____
Witness: _____	Signature: _____

Name of authorised person: _____	Position: _____
Signature: _____	Date: _____
Witness: _____	Signature: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page.

PART 2: TERMS AND CONDITIONS OF TRADE

1. **Definitions**

"Agreement" means any agreement or contract entered into for the provision of Goods and/or Services by Wastech to the Customer;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring Goods or Services from Wastech and its permitted successors and assigns;

"Goods" means Goods supplied by Wastech to the Customer;

"GST" means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended;

"Intellectual Property" means all copyright, patents, trade marks, designs, names, formulae, specifications, confidential information and all modifications, improvements and enhancements owned or licensed by Wastech in respect of the Goods or Services;

"Price" means the price stated in Wastech's tender, quote, price list or letter attached to these Terms which is subject to clause 3;

"Wastech" means Wastech Engineering Pty Ltd (ABN 52 059 404 152) and its successors and assigns;

"Services" means Services supplied by the Wastech to the Customer.

"Terms" means these Terms and Conditions of Trade.
2. **Basis of Agreement**
 - 2.1 Unless otherwise agreed by Wastech in writing, the Terms apply exclusively to every Agreement and cannot be varied or supplanted.
 - 2.2 Any written quotation provided by Wastech to the Customer concerning the proposed supply of Goods or Services is:
 - (a) valid for 30 days unless otherwise advised by Wastech;
 - (b) not transferable to a third party;
 - (c) subject to the Customer offering to enter into an Agreement and accepting these Terms.
 - 2.3 The Terms may include additional terms in Wastech's quotation, tender or letter and where inconsistent with the Terms, the details in the quotation, tender or letter will prevail.
 - 2.4 The Agreement is accepted by Wastech when Wastech confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the Goods or Services.
 - 2.5 It is the Customer's responsibility to provide Wastech with its specific requirements in relation to the Goods and Services.
 - 2.6 Wastech may amend these Terms by notice in writing to the Customer at any time and the amended Terms will apply to orders made by the Customer after the date of notice. A latest version the Terms will be available at www.wastech.com.au.
3. **Pricing**
 - 3.1 Prices quoted for the supply of Goods and Services exclude GST and any other taxes or duties imposed on or in relation to the Goods and Services. In addition to payment of the Price of Goods and Services, the Customer must pay any GST and any other taxes or duties imposed on the Goods and Services.
 - 3.2 Wastech may increase the Price for the Goods or Services by giving written notice to the Customer where:
 - (a) the Customer requests any variation, alteration or additions to the Agreement or specifications; or
 - (b) there is any change in the costs incurred by Wastech in relation to the Goods or Services after the date of order, including any variation due to exchange rate variation, change in labour rates and conditions and costs of production, materials and transport.
 - 3.3 All requests for variation must be made in writing to Wastech. Wastech may refuse to accept any variation in its absolute discretion.
4. **Payment**
 - 4.1 Unless otherwise agreed in writing, terms of payment are strictly cash on delivery, except for account customers where credit is provided, where payment for the Goods or Services must be made within:
 - (a) 14 days from the date of invoice for any capital expenditure items (including but not limited to compactors, bins, skips, trucks, major refurbishment and repairs); or
 - (b) for all other Goods/Services, 30 days from the end of the month of invoice.
 - 4.2 Payment terms may be revoked or amended at the sole discretion of Wastech immediately upon giving written notice to the Customer.
5. **Payment Default**
 - 5.1 If the Customer defaults in payment by the due date of any amount payable to Wastech, then all money which would become payable by the Customer to Wastech at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Wastech may, without prejudice to any other remedy available to it:
 - (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983 (Vic)* plus 4 per cent for the period from the due date until the date of payment in full;
 - (b) charge the Customer for, and the Customer must indemnify Wastech from, all costs and expenses (including without limitation all legal costs and expenses on a full indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any Goods;
 - (c) cease or suspend for such period as Wastech thinks fit, supply of any further Goods or Services to the Customer;
 - (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by Wastech;without effect on the accrued rights of Wastech under any contract. Clauses 5.1(c) and (d) may also be relied upon, at the option of Wastech:
 - (a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
 - (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.
6. **Passing of Property**
 - 6.1 Until full payment in cleared funds is received by Wastech for all Goods and Services supplied by it to the Customer, as well as all other amounts owing to Wastech by the Customer:
 - (a) title and property in all Goods remain vested in Wastech and do not pass to the Customer;
 - (b) the Customer must hold the Goods as fiduciary bailee and agent for Wastech;
 - (c) where practicable, the Customer must keep the Goods separate from its goods and maintain the labelling and packaging of Wastech;
 - (d) the Customer is required to hold the proceeds of any sale of the Goods in trust for Wastech in a separate account and if the Customer uses the Goods for itself or a third party in some manufacturing or other processing, the Customer shall hold such part of the proceeds of such manufacturing or other processing as it relates to the Goods, in trust for Wastech and pay such monies to Wastech on demand;
 - (e) Wastech may without notice, enter any premises where it suspects the Goods may be and remove them and for this purpose the Customer irrevocably licences Wastech to enter such premises and also indemnifies Wastech from and against all costs, claims, demands or actions by any party arising from such action.
7. **Risk and Insurance**
 - 7.1 Goods for which Wastech arranges delivery shall be insured during transit and risk shall pass to the Customer at the point of delivery.
 - 7.2 Goods for which the Customer arranges delivery will not be insured by Wastech during transit. In this event, risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to the Customer immediately on the Goods being dispatched or taken from Wastech's premises.
 - 7.3 The Goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the Goods and Services.
 - 7.4 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the Goods sold by Wastech or in Wastech's possession, whether such Goods are used singularly, or in combination with other substances, or any process.
 - 7.5 All Customers' property at any time in possession of the Company for service, repair or installation works shall be entirely at the Customer's

risk in all aspects and the Company accepts no responsibility for any loss or damage thereto. Furthermore, the Customer warrants that they are the true and absolute owner of the goods supplied to the Company or has the full authority of the true owner and/or person whose consent or authority may be required.

8 Acknowledgments

8.1 The Customer acknowledges that:

- (a) whilst Wastech provides information or assistance in relation to the Goods or Services or their use or application, the Customer has the sole responsibility of satisfying itself that the Goods or Services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by Wastech;
- (b) any description of the Goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description;
- (c) any specification that accompanies a quotation or any specification implied in the description of the Goods is subject to minor change as Wastech continually improves the Goods (however Wastech will notify the Customer where there is a material change that will significantly alter the integrity, functionality or worth of the Goods).

9. Performance of Agreement

9.1 Any period or date for delivery of Goods or provision of Services stated by Wastech is intended as an estimate only and is not a contractual commitment. Wastech will use its reasonable endeavours to meet any estimated dates for delivery of the Goods or completion of the Services but will, in no circumstances whatsoever, be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9.2 A completed delivery docket signed by the driver, the Customer or its employee or agent will be proof of delivery of the Goods invoiced.

10. Delivery

10.1 Subject to 10.2, the Customer must arrange for collection of the Goods from Wastech's premises within 14 days of notification that the Goods are ready.

10.2 Wastech may, at the Customer's request and in Wastech's absolute discretion, arrange for the delivery of the Goods to the Customer and shall designate the route and the means of transportation for the delivery of Goods or Services.

10.3 Unless otherwise stated on Wastech's quotation, the Customer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Customer to the point of delivery.

10.4 The Customer must provide reasonable and proper access to the location specified for delivery to allow the unloading of Goods.

10.5 The Customer authorises Wastech to subcontract delivery in its absolute discretion.

10.6 The Customer indemnifies Wastech against any loss or damage suffered by Wastech, its sub-contractors or employees as a result of delivery, except where caused by the negligence of Wastech.

10.7 The Customer shall be deemed to have taken delivery of the Goods and the Customer must pay all costs associated with delivery, storage and insurance of the Goods and any other costs incurred while making further attempts to deliver the Goods where:

- (a) the delivery of Goods is delayed or prevented by circumstances caused by the Customer, including that the Customer is not able to accept delivery; or
- (b) Wastech does not receive forwarding instructions sufficient to enable it to dispatch the Goods or the Goods are not picked up by the Customer within 14 days of notification that the Goods are ready.

11. Liability

11.1 Except as specifically set out herein, or contained in any warranty statement provided with the Goods or Services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is expressly excluded.

11.2 Replacement or repair of the Goods or resupply of the Services is the absolute limit of Wastech's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the Goods or Services by the Customer or any third party.

11.3 Wastech is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

11.4 Wastech will not be liable for any loss or damage suffered by the Customer where Wastech has failed to deliver Goods or Services or cancels or suspends the supply of Goods or Services.

11.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of

Goods or supply of Services which cannot be excluded, restricted or modified.

12. Cancellation

12.1 If, through circumstances beyond the control of Wastech, Wastech is unable to effect delivery or provision of Goods or Services, then Wastech may cancel or suspend the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

12.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on Wastech after that order has been accepted.

12.3 Wastech, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

13. Returns and Exchanges

13.1 Wastech will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies Wastech in writing with full details within 14 days of delivery, installation or receipt of the invoice rendered in respect of the Goods.

13.2 If the Customer fails to give the notice as required in clause 14.1, it is deemed to have accepted the Goods.

13.3 When any defects, shortages, claim for damage or non-compliance with the Agreement specifications is accepted by Wastech, Wastech may, at its option, repair or replace the Goods.

13.4 Wastech will not under any circumstances accept Goods for return that:
(a) have been specifically produced or acquired to fulfil any contract;
(b) have been altered or used in any way; or
(c) are not in their original condition and packaging.

13.5 The Customer must obtain Wastech's prior written approval for the return of Goods and pay all freight charges associated with the return of Goods unless Wastech accepts the reasons stated for the return is due to its fault.

13.6 Force Majeure

13.7 Wastech shall have no liability whatsoever under or in any way related to the sale and purchase of the Goods or Services or otherwise for any failure to fulfil any obligation hereunder to the extent that such fulfilment is prevented by circumstances beyond its reasonable control including but without limitation to industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts of terrorism or acts of war.

14. Intellectual Property

14.1 The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property.

14.2 The Customer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof or anything derived from or similar to the Intellectual Property or aid or abet anyone else in doing so.

14.3 The Customer must not at any time create, sell, manufacture or process any products using or taking advantage of the Intellectual Property.

14.4 Any Intellectual Property provided to the Customer by Wastech in connection with the Goods remains the exclusive property of Wastech and must not be copied or communicated to any third party without the express prior written consent of Wastech.

15. Privacy

15.1 Wastech is bound by the *Privacy Act 1988* and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. A copy of Wastech's latest privacy policy may be accessed at www.wastech.com.au.

16. Miscellaneous

16.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

16.2 Failure by Wastech to enforce any of these Terms shall not be construed as a waiver of any of Wastech's rights.

16.3 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

17. Warranty

For information regarding warranties please refer to Wastech's warranty policy as attached and which is available on our web site or please contact our head office for details.



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PART 3: DEED OF GUARANTEE AND INDEMNITY

TO: Wastech Engineering Pty Ltd (ABN 52 059 404 152) ("Wastech")

In consideration of Wastech at the request of

- (Name) _____ of (Address) _____
- (Name) _____ of (Address) _____
- (Name) _____ of (Address) _____
- (Name) _____ of (Address) _____

as the Guarantor ("Guarantor") agreeing to

- supply or continue to supply Goods or Services to _____ (insert Customer name) ("Customer"), or
- provide credit to the Customer; or
- grant an indulgence outside Wastech's agreed credit terms to the Customer:

The Guarantor hereby:

1. Agrees to guarantee to Wastech the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of Goods or Services supplied by Wastech to the Customer and any other sums payable by the Customer to Wastech pursuant to Wastech's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Wastech from and against all losses, costs, charges and expenses whatsoever that Wastech may suffer or incur in relation to the supply of Goods or Services to the Customer and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
 - (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Wastech other than the payment to and acceptance by Wastech of the whole of the guaranteed money.
 - (b) Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Wastech, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
 - (c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Wastech notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by Wastech to the Customer;
 - (iii) the death or bankruptcy or winding up of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
 - (d) The Guarantor will not compete with Wastech for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to Wastech to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Wastech assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
5. The term "Wastech" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed

Dated:	
Signed Sealed and Delivered) By _____) in the presence of _____)	Signed Sealed and Delivered) by _____) in the presence of _____)
_____ Witness	_____ Witness
Signed Sealed and Delivered) By _____) in the presence of _____)	Signed Sealed and Delivered) by _____) in the presence of _____)
_____ Witness	_____ Witness

PRIVACY ACT 1988

PART 4: CUSTOMER AUTHORITY AND ACKNOWLEDGMENT

Wastech Engineering Pty Ltd ABN 52 059 404 152 ("Wastech")

Credit information that may be provided to a credit reporting agency

Wastech may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- * to obtain a consumer credit report about me/us, and/or;
* to assist in recovery action; and/or
* to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- * identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and drivers licence number;
* my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
* the fact that Wastech is a current credit provider to me/us;
* loan repayments which are overdue by more than 60 days, and for which debt collection has started;
* advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
* information that, in the opinion of Wastech I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
* dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that Wastech may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that Wastech may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Wastech keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act 1988 including a credit report.

Overdue payments

I/we agree that Wastech may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that Wastech may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- * 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 credit providers as to the status of my/our credit facility with Wastech where I/we are in default with other credit providers
* to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the Privacy Amendment (Private Sector) Act 2000, Wastech will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Wastech.

Signing to be signed by the Customer or all directors or partners of the Customer.

Form with signature lines and labels: Dated: Sole Trader, director/partner, director/partner, director/partner, director/partner



WARRANTY POLICY

All 'Capitalised' terms contained in this Warranty have the same meaning as contained in Wastech's Terms and Conditions of Trade, unless otherwise expressed to the contrary.

1. Subject to clause 2 and 3:
 - (a) within twelve calendar months from the date of delivery of any new Goods; or
 - (b) within six months from the date that the Goods are serviced or repaired;Wastech will repair or replace if it deems necessary in its reasonable discretion, faults that arise from defective materials, workmanship or design that may develop under normal working conditions and proper use.
2. The Warranty is not valid where:
 - (a) the Customer fails to make payment in full or provide documentary evidence of date of sale and delivery of the Goods or Services;
 - (b) the Customer fails to give written notice of the claim within 14 days of the occurrence of any fault;
 - (c) the Goods have been subjected to abnormal conditions, whether of temperature, humidity, pressure, stress or similar;
 - (d) the Goods have not been used in accordance with Wastech's instructions, recommendations or specifications or have been misused, neglected, improperly installed, stored or maintained or have been involved in an accident;
 - (e) unauthorised repairs, work or alternations to the Goods or parts and accessories used in connection with the Goods have not been manufactured or approved by Wastech.
3. The Warranty shall not cover:
 - (a) fair wear and tear;
 - (b) freight, insurance or other transport charges or other related expenditure for the return of the Goods;
 - (c) trade equipment or accessories which will be subject to any warranty or guarantee of a third party manufacturer;
 - (d) consumables or service replacement parts ie. Globes, oil, filters, grease, etc;
 - (e) a second or subsequent owner-user;
 - (f) second hand Goods or second hand parts;
 - (g) any contingent liability or consequential loss or damage or damage arising from circumstances outside the control of Wastech, including, without limitation, faulty installation by the customer or other third parties.
4. The Warranty work will be carried out at Wastech's premises, unless otherwise agreed by Wastech. Where the equipment is located in remote areas, Wastech may, at its absolute discretion, appoint sub-contractors to carry out on-site work using the Customer's workshop.