

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

1. APPLICANT AND APPLICATION DETAILS

REGISTERED COMPANY NAME ("APPLICANT"):		
ACN:	ABN:	
TRADING NAME:		
ADDRESS:		
EMAIL:		
PHONE: (W)	(M)	(OTHER)
NATURE OF BUSINESS:	NO. YEARS OF TRADING:	
CREDIT LIMIT REQUESTED: \$ _____ per month		
Complete if Applicant is a Company		
Private Co <input type="checkbox"/>	Trust Co <input type="checkbox"/>	Public Co <input type="checkbox"/>
Name of Directors		

Complete if Applicant is not a Company		
Proprietors:	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>

- This application is made on and subject to the terms contained in SUEZ Resourceco Alternative Fuels Pty Ltd's ("**SUEZ Resourceco Alternative Fuels**") 'Terms & Conditions of Supply'. Completion and submission of this application is an offer to contract with SUEZ Resourceco Alternative Fuels on those terms. SUEZ Resourceco Alternative Fuels may accept that offer by opening an account ("**Account**"). Applicant means the entity which makes this application to SUEZ Resourceco Alternative Fuels for an Account and Account Holder means the applicant for an Account opened by SUEZ Resourceco Alternative Fuels.
- Accounts are due and payable within 28 days from the invoice date. Late interest of 2% above the Westpac business variable lending rate (as determined in good faith by SUEZ Resourceco Alternative Fuels) is payable on outstanding sums. Credit may be cancelled/suspended without notice if the sums outstanding are not paid by the due date or the direct debit payment arrangements required below are for any reason cancelled or terminated.
- Payment must be by direct debit via nominated Credit Card or Direct Debit Request/Direct Debit Request Service Agreement banking facility. The Account will not be opened until such payment arrangements are in effect to the satisfaction of SUEZ Resourceco Alternative Fuels.
- SUEZ Resourceco Alternative Fuels may require an Applicant to provide a security bond in the form of cash / bank guarantee for the amount nominated by SUEZ Resourceco Alternative Fuels, prior to opening an Account. The security bond will be held subject to release when the Account is closed and all outstanding claims have been satisfied in the reasonable opinion of SUEZ Resourceco Alternative Fuels.
- A **personal/directors guarantee** in the form set out in Part 6 of to this application must also be provided prior to opening any Account. You and any other person executing that guarantee must obtain independent legal advice before executing the guarantee

2. CREDIT REPORTING NOTIFICATION AND CONSENT

1. In this notice and consent, you means the representative of the Applicant duly authorised to sign this application on the Applicant's behalf.
2. I/We have read the SUEZ Resourceco Alternative Fuels Credit Reporting Policy set out in Part 3 of this application for Commercial Credit Account. This has been provided to me/us and I/we can also obtain it from www.suez-resourceco.com.au. I/We am/are aware that SUEZ Resourceco Alternative Fuels collects and manages personal information in accordance with its Privacy Policy, a copy of which is also available from www.suez-resourceco.com.au.
3. I/We represent and warrant that all directors, officers and employees of the Applicant whose credit related information may be collected by SUEZ Resourceco Alternative Fuels in connection with this application have received a copy of the SUEZ Resourceco Alternative Fuels Credit Reporting Policy and have seen the notification of how their credit related information will be collected, used, held and disclosed as set out in that policy. The SUEZ Resourceco Alternative Fuels Credit Reporting Policy contains information about rights to request access and correct credit related information collected and held by SUEZ Resourceco Alternative Fuels, and how to make a complaint. In addition, the SUEZ Resourceco Alternative Fuels Credit Reporting Policy contains the name and contact details of a credit reporting body to whom SUEZ may disclose credit related information to; how an individual can obtain the credit reporting body's policy about the management of credit information and other rights in relation to information held by the credit reporting body. The SUEZ Resourceco Alternative Fuels Credit Reporting Policy also contains information about whether SUEZ Resourceco Alternative Fuels is likely to disclose credit related information to entities that do not have an Australian link and the countries in which those entities are likely to be located.
4. I/We consent to SUEZ Resourceco Alternative Fuels exchanging credit related information about me/us for the purposes of assessing an application for commercial credit.
5. I/We acknowledge and agree that the collection, use and disclosure provisions applicable to the Applicant as set in the Credit Reporting Policy in Part 3 of this application will also apply to me/us in connection with my/our offer to act as guarantor(s) of the Applicant's obligations under the Account.
6. I/We acknowledge that without this information SUEZ Resourceco Alternative Fuels may be unable to process or accept the application.

SIGNED FOR AND ON BEHALF OF THE APPLICANT	WITNESS
SIGNED:	SIGNED:
FULL NAME:	FULL NAME:
POSITION IN BUSINESS:	DATE:
ADDRESS	ADDRESS:

NOMINATED VEHICLE/S REGISTRATION NO:			

Note: It is the responsibility of the Account Holder to advise SUEZ Resourceco Alternative Fuels in writing of any changes to the nominated vehicle/s registrations. In the event that the Account Holder fails to notify SUEZ Resourceco Alternative Fuels of nominated vehicle registrations in writing, then SUEZ Resourceco Alternative Fuels has the right to reject entry of that vehicle/s entering any SUEZ facilities.

SUEZ Resourceco Alternative Fuels Administration Use Only

SUEZ Branch:	
Account approved by:	Signature:
Approved Credit Limit:	Approved Date: ___/___/___

3. SUEZ RESOURCECO ALTERNATIVE FUELS CREDIT REPORTING POLICY

For the purposes of the Privacy Act 1988, SUEZ Resourceco Alternative Fuels Pty Ltd and its related bodies corporate ("**SUEZ, we, us, our**") are credit providers.

This section contains our credit reporting policy and it tells you how we collect and manage your personal credit-related information ("**credit information**").

What credit information do we collect and hold?

Credit information that we collect and hold is limited to the following:

1. Your name, address and date of birth.
2. The fact that we provide goods and services on credit terms to your organisation.
3. The facts that your organisation has applied for commercial credit; or you are a guarantor in respect of that credit application; and we have accessed your credit report to assess that credit application.
4. Certain publicly available information that relates to your activities in Australia, and your creditworthiness.
5. Information that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations).
6. Assessments, evaluations, scores, ratings, summaries and other information relating to your credit worthiness which is derived by a credit reporting body or us, wholly or partly based on the above.
7. Administrative information relating to credit provided by us, including account and customer number.

Why do we collect, hold, use and disclose your credit information?

We collect, hold, use and disclose your credit information as reasonably necessary for our business purposes and as permitted by law, including:

1. to assess whether we will provide credit;
2. to derive assessments, evaluations, scores, ratings, summaries relating to your credit worthiness that we use in our decision-making processes;
3. for account review and management;
4. to participate in the credit reporting system;
5. to undertake debt recovery and enforcement activities; and/or
6. to deal with serious credit infringements.

How do we collect your credit information?

We collect your credit information through:

1. Your dealings with us, such as, for example, credit applications and your entry into service agreements with us;
- and 2. Information which we received from third parties, such as credit reporting bodies.

How do we hold your credit information?

We hold your credit information in hard-copy form and electronically on our systems, as well as those of our service providers. We take the same safeguards in managing your credit information as we do with all other personal information about you according to our Privacy Policy at <http://www.suez.com.au/>

To whom may we disclose credit information?

A. To a credit reporting body

We may give your credit information to Dun & Bradstreet (Australia) Pty Ltd A.C.N. 006 399 677 (**credit reporting body**):

1. to obtain a credit report about you;
2. to use the information in carrying on its credit reporting business, including to create or maintain a credit reporting information file about you;
3. the credit reporting body may include such information in reports provided to us or other to assist them to assess your credit worthiness; and/or
4. If you fail to meet your payment obligations in relation to a credit contract or commit a serious credit infringement, we may be entitled to disclose this to the credit reporting body.

You have a right to request the credit reporting body not to use such information for the purpose of pre-screening for direct marketing by us and not to use or disclose such information if you believe on reasonable grounds that you are, or are likely to be, a victim of fraud.

You may obtain a copy of the credit reporting body's credit reporting policy by visiting its website or contacting it as follows: [D&B](#)

Contact Details

General Enquiries: 13 23 33

Address: Level 21, 201 Elizabeth Street, Sydney NSW 2000

Mail: PO BOX 7083, Sydney NSW 2001

Website: <http://www.dnb.com.au/>

Email: clientservices@dnb.com.au

B. To an overseas recipient:-

We contract with service providers to perform certain functions on our behalf, including account management but their access is limited only to information needed for them to perform their functions. Such service providers are located New Zealand.

How can you access your credit information?

You have special rights to access your credit information held by us. You can contact us on the contact details below to make an access request. We will provide you with access to the extent it is legal to do so within 30 days. If we require longer time, we will let you know. If we refuse your request, we will provide you with a notice explaining our decision. There is no charge for making a request for access to your credit information.

How can you correct your credit information?

If you believe that any credit information about you that we hold is incorrect, you have a right to request us to correct that information. You can contact us on the contact details below to make a correction request. We will try to resolve your request to the extent it is legal to do so within 30 days. If we require longer time, we will let you know. If we do not agree with your correction request, we will provide you with a notice explaining our decision and how you can complain about our decision. There is no charge for making a correction request or for the correction of your credit information.

What is the process for complaining about a breach of privacy?

If you believe that we may not have complied with our obligations under the Privacy Act 1988, you can contact us on the contact details below. You will receive an acknowledgement of your complaint within 7 days.

Contacting us

If you have any questions about our credit reporting policy or any concerns or a complaint regarding how we handle your credit information, please contact our Privacy Officer at:

Privacy Officer: SUEZ Resourceco Alternative Fuels Pty Ltd

Post: Level 3, 3 Rider Boulevard, Rhodes, NSW 2138

Tel: (02) 8754 0000

Email: privacy@suez.com.au

4. DIRECT DEBIT REQUEST



DIRECT DEBIT REQUEST

Request and authority to debit the account named below to pay SUEZ Resourceco Alternative Fuels Pty Ltd

Request and authority to debit	<p>Your surname or company name _____</p> <p>Your given names or ABN/ARBN _____ "you"</p> <p>request and authorise SUEZ Resourceco Alternative Fuels Pty Ltd to arrange, through its own financial institution, a debit to your nominated account any amount SUEZ Resourceco Alternative Fuels Pty Ltd has deemed payable by you.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement set out in Part 5 of this application.</p>
Insert the name and address of financial institution at which account is held	<p>Financial institution name _____</p> <p>Address _____</p>
Insert details of account to be debited	<p>Name/s on account _____</p> <p>BSB number (Must be 6 Digits) _ _ _ - _ _ _ </p> <p>Account number _ _ _ _ _ _ _ _ _ </p>
Acknowledgment	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and SUEZ Resourceco Alternative Fuels Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Insert your signature and address	<p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>_____</p> <p>Date ___/___/___</p>
Second account signatory (if required)	<p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>_____</p> <p>Date ___/___/___</p>
<p>Details of the account to be debited (all details must be supplied)</p> <p>Only to complete either credit card or EFT details</p>	<p>Name of Financial Institution</p> <p>_____</p> <p>Cardholder's Name(s) _____ C V V Number _____</p> <p>_____</p> <p>Credit Card Number _____ Expiry Date _____ Indicate Card Type</p> <p>_____ [] Visa [] Mastercard</p>

5. DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Request Service Agreement with **SUEZ Resourceco Alternative Fuels Pty Ltd** ABN 21 097 250 032. It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited. Agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>. Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. Debit day means the day that payment by <i>you</i> to <i>us</i> is due. Debit payment means a particular transaction where a debit is made.</p> <p>Direct Debit Request means the Direct Debit Request (DDR) between <i>us</i> and <i>you</i>.</p> <p>We or we means SUEZ Resourceco Alternative Fuels Pty Ltd, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>. You means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>. Your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>. or <i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2 .Amendments by us	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
3 .Amendments by you	<p><i>You</i> may change*, stop or defer a debit payment, or terminate this <i>agreement</i> by providing <i>us</i> with at least (30) days notification by writing to: SUEZ Resourceco Alternative Fuels Pty Ltd, Att: National Credit Manager, PO Box 3500, Rhodes NSW 2138 or by telephoning <i>us</i> on (02) 8754 0000 during business hours; or arranging it through <i>your financial institution</i>, which is required to act promptly on <i>your</i> instructions.</p> <p>*Note: in relation to the above reference to 'change', <i>your financial institution</i> may 'change' <i>your debit payment</i> only to the extent of advising <i>us</i> SUEZ Resourceco Alternative Fuels Pty Ltd of <i>your new account</i> details.</p>
4 Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>You</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
5 Dispute	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify our Credit Controller directly on (02) 8754 0000 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly. Alternatively <i>you</i> can take it up directly with <i>your financial institution</i>.</p> <p>5.2 If <i>we</i> conclude as a result of <i>our</i> investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of <i>our</i> investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
6 Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
7. Confidentiality	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8 .Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to SUEZ Resourceco Alternative Fuels Pty Ltd, Att National Credit Manager, PO Box 3500, Rhodes NSW 2138</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>

6. DIRECTORS PERSONAL GUARANTEE AND INDEMNITY

This guarantee and indemnity ("**Guarantee**") is made as a deed at _____ on _____ 20_____.

BETWEEN: Suez Resourceco Alternative Fuels Pty Ltd (ABN 21 097 250 032) Lvl 3, 3 Rider Boulevard, Rhodes NSW 2138 and its permitted successors and assigns ("**SUEZ Resourceco Alternative Fuels**") and the parties set out and named below (each and together, the "**Guarantor**").

RECITALS: _____ ("**Applicant**") wishes to open an account ("**Account**") with SUEZ Resourceco Alternative Fuels. It is a condition of the opening of that Account that the Guarantor provides to SUEZ Resourceco Alternative Fuels this Guarantee. The Guarantor considers that by providing this Guarantee there will be a benefit flowing to the Guarantor.

OPERATIVE: The Guarantor unconditionally and irrevocably guarantees the due and punctual payment to SUEZ Resourceco Alternative Fuels of all moneys owing, now or in the future, to or for the account of SUEZ Resourceco Alternative Fuels by the Account Holder (including, without limitation, on account of fees, expenses, indemnity payments, losses and/or damages) and the due performance by the Account Holder of its obligations contained or implied in any contract with, or otherwise due to, SUEZ Resourceco Alternative Fuels (including, without limitation, the terms and conditions of supply that apply to the Account ("**Terms**"). If, for any reason, the Account Holder does not pay any amount or perform any obligation owing to SUEZ Resourceco Alternative Fuels on its due date, the Guarantor will immediately on demand pay the relevant amount or perform the relevant obligation to SUEZ Resourceco Alternative Fuels.

As a separate and independent obligation, the Guarantor agrees to hold harmless and indemnify SUEZ Resourceco Alternative Fuels against any loss, cost, damage and/or expense (including, without limitation, legal fees on a solicitor and own client basis) suffered or incurred by SUEZ Resourceco Alternative Fuels in connection with: the Account; the Account Holder's use of the Account or any site owned or operated by SUEZ Resourceco Alternative Fuels; the enforcement or contemplated enforcement of this Guarantee; where the guaranteed moneys or obligations referred to above are, for any reason, not fully enforceable against, or not fully recoverable from, the Account Holder or the Guarantor as surety, except to the extent that loss, cost, damage and/or expense is caused by a breach by SUEZ Resourceco Alternative Fuels of its express obligations under the Terms or the negligent, unlawful, fraudulent acts or omissions or wilful misconduct of SUEZ Resourceco Alternative Fuels. The Guarantor will immediately on demand pay to SUEZ Resourceco Alternative Fuels any moneys certified by SUEZ Resourceco Alternative Fuels in good faith as payable under this indemnity.

This Guarantee constitutes a continuing obligation and security and remains in full force and effect, and (without limitation) notwithstanding suspension or closure of the Account or exercise by SUEZ Resourceco Alternative Fuels of any right under the Terms or otherwise, until all moneys and obligations owing to SUEZ Resourceco Alternative Fuels by the Account Holder and all obligations in this Guarantee or under the Terms have been fully paid, satisfied and performed in full. No granting of credit or granting of time and no waiver, indulgence or neglect to sue on SUEZ Resourceco Alternative Fuels' part (whether in respect of the Account Holder or any Guarantor) and no failure by the Guarantor to properly execute this Guarantee will impair or limit the liability of the Guarantor under this Guarantee. Neither SUEZ Resourceco Alternative Fuels' rights nor the Guarantor's liabilities and obligations under this Guarantee are affected or limited in any way by any act or omission by SUEZ Resourceco Alternative Fuels or by any act, circumstance, matter or thing that might otherwise affect those rights, liabilities and/or obligations at law or in equity or otherwise, including without limitation: any addition, variation, amendment or replacement (either in writing or otherwise) to the Terms or the Account; any arrangement relating to any claim in respect of and/or any moneys owing from time to time to SUEZ Resourceco Alternative Fuels by the Account Holder (including, without limitation, any arrangement in respect of the Account, the Terms or by the Guarantor under this Guarantee or in respect of any claim); SUEZ Resourceco Alternative Fuels releasing the Account Holder or giving the Account Holder a concession, including without limitation, more time to pay; the Account Holder opening another account with SUEZ Resourceco Alternative Fuels; SUEZ Resourceco Alternative Fuels releasing, losing the benefit of or not obtaining any security; SUEZ Resourceco Alternative Fuels releasing any person who guarantees any of the moneys owing from time to time by the Account Holder to SUEZ Resourceco Alternative Fuels; or, the fact that any person who was intended to guarantee any of the moneys owing from time to time by the Account Holder to SUEZ Resourceco Alternative Fuels does not do so or does not do so effectively.

The obligations of the Guarantor under this Guarantee are principal obligations. The Guarantor acknowledges that he/she has read and understood the Terms and has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of SUEZ Resourceco Alternative Fuels or of any person on behalf of SUEZ Resourceco Alternative Fuels. If any payment or obligation received or recovered by SUEZ

Resourceco Alternative Fuels is void or voidable by law, that payment or transaction will be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SUEZ Resourceco Alternative Fuels will each be restored to the position they would have been in, had that payment or transaction not been made or occurred. The Guarantor must not prove, make a claim or raise a defence to the detriment of, or otherwise compete with, SUEZ Resourceco Alternative Fuels in the winding-up or bankruptcy of, or otherwise in connection with, the Account Holder or a Guarantor or in respect of any security or guarantee until all of the guaranteed moneys and obligations under this Guarantee have been finally and fully paid and satisfied

The rights, remedies and powers in this Guarantee are cumulative and are not exclusive of any rights, powers or remedies provided by law. The Guarantor must pay the costs of enforcement or contemplated enforcement of this Guarantee by SUEZ Resourceco Alternative Fuels. This Guarantee is governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

This Guarantee binds all Guarantors jointly and each of them severally. No Guarantor is discharged if another Guarantor is not liable under this Guarantee (including, without limitation, by not signing it) or the obligations of that Guarantor are, or become, invalid or unenforceable. SUEZ Resourceco Alternative Fuels may enforce this Deed against any one, or more, of the Guarantors as it chooses. This Guarantee may be executed in any number of counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

The Guarantor acknowledges and agrees that he/she has been advised to obtain independent legal advice before executing this Guarantee. The Guarantor understands that he/she is liable for all amounts and obligations owing (both now and in the future) by the Account Holder on and subject to the terms of this Guarantee. Guarantor's Credit Reporting Notification and Consent

I/We have each read and agree to Section 2 Credit Reporting Notification and Consent in this Application for Commercial Credit Account. **EXECUTED as a deed.**

GUARANTOR (1)	GUARANTOR (2)
SIGNED:	SIGNED:
FULL NAME:	FULL NAME:
DATE:	DATE:
ADDRESS:	ADDRESS:
WITNESS (1)	WITNESS (2)
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
DATE:	DATE:
NAME OF WITNESS:	NAME OF WITNESS:
ADDRESS:	ADDRESS:

Terms and Conditions

1. Background

These Terms and Conditions apply to each contract for Disposal of Material and/or Product Sales by or on behalf of the SITA Resourceco Alternative Fuels to any Customer.

2. Definitions

- 2.1 'Application' means an application by the Customer to SITA Resourceco Alternative Fuels for trade credit.
- 2.2 'Contract' means any contracts entered into between SITA Resourceco Alternative Fuels and the Customer for Material for Disposal and/or Product Sales.
- 2.3 'Contract Particulars' means any quote, tender response, delivery docket, invoice or other Material for Disposal and/or Product Sale applicable document describing the Services forming part of this Contract.
- 2.4 'Customer' means the customer identified in the Application or Contract Particulars.
- 2.5 'Disposal' means the disposal by SITA Resourceco Alternative Fuels of Material delivered by the Customer to SITA Resourceco Alternative Fuels at any Premises.
- 2.6 'EPA' means the Environmental Protection Authority of South Australia.
- 2.7 'Guarantor' means the guarantor identified in the Application.
- 2.8 'Inclusions' means any incidental supplementary source materials (not including asbestos or any other hazardous materials) contained in the Products.
- 2.9 'Landfill' means any EPA licensed landfill used or accessed by SITA Resourceco Alternative Fuels.
- 2.10 'Material' means material including Waste that meets the Specifications for disposal with SITA Resourceco Alternative Fuels.
- 2.11 'Premises' means any of SITA Resourceco Alternative Fuels' resource recovery, Landfill or other sites.
- 2.12 'Product Information Guide' means the guide published by SITA Resourceco Alternative Fuels from time to time setting out the Specifications.
- 2.13 'Product Sales' means the sale of the Products by SITA Resourceco Alternative Fuels to the Customer.
- 2.14 'Products' means the products produced by SITA Resourceco Alternative Fuels that meet the Specifications.
- 2.15 'SITA Resourceco Alternative Fuels' means SITA Resourceco Alternative Fuels Pty Ltd ABN 21 097 250 032 and its successors, assigns and all related bodies corporate (within the meaning of the *Corporations Act 2001*)

and any subcontractors used or appointed by SITA Resourceco Alternative Fuels to undertake its obligations pursuant to these Terms & Conditions.

- 2.16 'SITA Resourceco Alternative Fuels Policies' means all policies issued by SITA Resourceco Alternative Fuels for access to the Premises, Material for Disposal, Waste handling, use of Products and other policies issued by SITA Resourceco Alternative Fuels from time to time.
- 2.17 'Specifications' means the description of Materials, Products and Waste issued by SITA Resourceco Alternative Fuels in the Product Information Guide as updated or as otherwise publicised or notified by SITA Resourceco Alternative Fuels from time to time.
- 2.18 'Waste' means the waste material not otherwise suitable for resource recovery that SITA Resourceco Alternative Fuels is licensed to receive for Disposal in the Landfill.

3. Contract

- 3.1 The Contract will be formed, incorporating these Terms and Conditions and those set out in the Application, on acceptance (written, verbal or on delivery of Material, Product or Waste) of the Contract Particulars by the Customer.
- 3.2 The Customer agrees that no subsequent terms and conditions will apply in substitution of these Terms and Conditions or in any way override or amend these Terms and Conditions.
- 3.3 The Customer may not cancel any Contract without reasonable notice to SITA Resourceco Alternative Fuels and the prior written consent of SITA Resourceco Alternative Fuels which SITA Resourceco Alternative Fuels will not withhold unreasonably.
- 3.4 The Contract is governed by the laws of South Australia.

4. SITA Resourceco Alternative Fuels' obligations

- 4.1 Subject to these Terms and Conditions, SITA Resourceco Alternative Fuels will:
- 4.1.1 accept Material for Disposal that meets the Specifications; and
- 4.1.2 make Product Sales that meet the Specifications.
- 4.2 SITA Resourceco Alternative Fuels may use any competent and qualified employee, representative, associate, officer, agent or subcontractor to

- 5.1 ensure that all Material delivered or collected for Disposal complies with the Specifications;
- 5.2 comply with SITA Resourceco Alternative Fuels' Policies and all other reasonable directions given to it by SITA Resourceco Alternative Fuels; where applicable, provide SITA Resourceco Alternative Fuels with access to any site, equipment and all information necessary to enable SITA Resourceco Alternative Fuels to carry out its obligations under any Contract.

6. Credit

- 6.1 SITA Resourceco Alternative Fuels may grant the Customer credit upon these Terms and Conditions on the basis of an Application and such other documents and information as may be required by SITA Resourceco Alternative Fuels.
- 6.2 Until SITA Resourceco Alternative Fuels grants the Customer credit by notice in writing, SITA Resourceco Alternative Fuels will only accept Material for Disposal or make Product Sales to the Customer in accordance with clause 7.1.
- 6.3 The granting of credit does not oblige SITA Resourceco Alternative Fuels to extend any particular amount of credit to the Customer.
- 6.4 The Customer must notify SITA Resourceco Alternative Fuels in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.
- 6.5 The Customer authorises and acknowledges that:
- 6.5.1 Items of personal information contained in any Application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency;
- 6.5.2 in accordance with the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by SITA Resourceco Alternative Fuels of the relevant information may occur for the purposes of assessing any Application;
- 6.5.3 SITA Resourceco Alternative Fuels may supply information about the Customer's credit worthiness to other credit providers and authorises any trade references to provide SITA Resourceco Alternative Fuels with information about the Customer's credit worthiness; and
- 6.5.4 the Customer has been advised to and have had the opportunity to seek independent legal advice in respect of the implications of any Application.

7. Payment

undertake Disposal of Material and make Product Sales.

5. Customers obligations

Without limiting its other obligations under the Contract, the Customer must:

- 7.1 If credit has not been granted to the Customer by SITA Resourceco Alternative Fuels in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by SITA Resourceco Alternative Fuels on delivery of Material for Disposal to or collection of Products from the Premises.
- 7.2 If credit has been granted to the Customer by SITA Resourceco Alternative Fuels in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by SITA Resourceco Alternative Fuels within 30 days of the end of the month of invoice unless otherwise specified in the Contract Particulars.
- 7.3 Interest will be charged on overdue amounts of the rate of 2% compounded per month.
- 7.4 Legal costs of recovery of any overdue amounts will be recoverable by SITA Resourceco Alternative Fuels as a debt due by the Customer.

Material for Disposal Specific Clauses

8. Delivery and acceptance of Material for Disposal

- 8.1 The Customer will, at its expense, arrange to deliver the Material for Disposal to the Premises. (Unless collection specifically forms part of the arrangement)
 - 8.2 The Customer must provide SITA Resourceco Alternative Fuels with a true and accurate description and source of any Material for Disposal.
 - 8.3 If the Customer is unable to comply with clause 8.2, SITA Resourceco Alternative Fuels may in its discretion agree to store the Material at the Premises pending receipt of independently assessed analysis results. The Customer will enter into a separate Storage Agreement in respect of such Material.
 - 8.4 Where the Material is to be independently assessed, the Customer agrees that, unless otherwise agreed in writing, SITA Resourceco Alternative Fuels is authorised to Dispose of the Material at the Customer's expense immediately following receipt of and in accordance with that assessment.
 - 8.5 SITA Resourceco Alternative Fuels reserves the right to refuse to accept any Material for Disposal from the Customer for any reason including if the Material fails to meet the Specifications.
 - 8.6 Any costs or liabilities incurred by SITA Resourceco Alternative Fuels if the Material fails to meet the Specifications including:
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- 8.6.1 testing, treatment removal or disposal of the Material; or
- 8.6.2 any damage caused by the Material to SITA Resourceco Alternative Fuels, will be borne by the Customer.
- 8.7 SITA Resourceco Alternative Fuels reserves its rights to take any action it deems reasonably necessary in its sole discretion to remedy any breach of this clause by the Customer.
9. Access to the Premises
- 9.1 The Customer:
- 9.1.1 Acknowledges that its employees, agents, contractors and representatives enter the Premises at their own risk;
- 9.1.2 agrees to abide by all SITA Resourceco Alternative Fuels Policies including safety rules and procedures and agrees to ensure that such SITA Resourceco Alternative Fuels Policies and safety rules and procedures are abided by all the Customer's employees, agents, contractors and representatives when entering or accessing the Premises; and
- 9.1.3 warrants that will maintain appropriate WorkCover or other insurance with regard to the circumstances set out in clause 9.1.2 in respect of its employees, agents, contractors and representatives.
- 9.2 The Customer will indemnify SITA Resourceco Alternative Fuels for any loss or damage incurred by SITA Resourceco Alternative Fuels arising from the Customer and its employees, agents, contractors and representatives accessing the Premises or for any breach of this clause 12.
10. Materials Warranty
- 10.1 The Customer warrants that:
- 10.1.1 it will comply with all SITA Resourceco Alternative Fuels's reasonable instructions when delivering Material to SITA Resourceco Alternative Fuels;
- 10.1.2 the description and source of the Material is true and accurate;
- 10.1.3 the Material meets the Specifications;
- 10.1.4 it has been diligent in providing an accurate description of any Material delivered by it to SITA Resourceco Alternative Fuels;
- 10.1.5 any Waste is correctly identified pursuant to EPA guidelines; and except where Material comprises Waste for Disposal in Landfill:
- 10.1.6 the Material does not contain asbestos, liquid waste, contamination, waste or any similar materials as advised by SITA Resourceco Alternative Fuels from time to time; and
- 10.1.7 the Material will be free from contamination and otherwise comply with the specifications for use in the production of waste derived fill issued by the EPA.
- 10.2 The Customer indemnifies SITA Resourceco Alternative Fuels from and against any loss or damage suffered by SITA Resourceco Alternative Fuels arising from a breach of any warranty by the Customer.
- Product Specific Clauses
11. Delivery and risk of the Products
- 11.1 Subject to clause 11.2, the Customer will, at its expense, arrange to pick up the Products from the Premises. SITA Resourceco Alternative Fuels will load the Products at its expense.
- 11.2 The Customer may request any Products to be delivered to the Customer and delivery will be made by SITA Resourceco Alternative Fuels at its sole discretion and at the Customer's expense to the Customer's premises or in accordance with the Customer's written instructions by such transport at SITA Resourceco Alternative Fuels's discretion.
- 11.3 SITA Resourceco Alternative Fuels will not be liable for any failure to deliver or delay in delivery for any reason beyond its reasonable control.
- 11.4 In no event will SITA Resourceco Alternative Fuels be liable for any third party or consequential loss for any failure or delay in delivering the Products.
- 11.5 Except as:
- 11.5.1 required by law; or
- 11.5.2 pursuant to these Terms and Conditions; or
- 11.5.3 Material for Disposal
- SITA Resourceco Alternative Fuels will be under no obligation to accept returned Products for any reason.
- 11.6 Risk in the Products will pass to the Customer when the Products are picked up by the Customer or on delivery of the Products to the premises nominated by the Customer.
- 11.7 If payment in full has not been made by the Customer when the Products are picked up by the Customer or upon delivery, insurance against all risks whatsoever will be maintained by the Customer from when the Products are picked up or delivered.
12. Property in the Products
- 12.1 Property in the Products will not pass to the Customer until payment in full has been made by the Customer to SITA Resourceco Alternative Fuels for all Products picked up or delivered to the Customer by SITA Resourceco Alternative Fuels.
- 12.2 Until payment has been made in full and property passes:
- 12.2.1 the Customer will hold all Products as bailee and as a fiduciary for SITA Resourceco Alternative Fuels and will securely store the same separately from the Customer's other goods so as to clearly identify the Products as SITA Resourceco Alternative Fuels's;
- 12.2.2 the Customer is authorised to sell or use the Products but the Customer will hold the book debt and the proceeds of sale or use on trust for SITA Resourceco Alternative Fuels and will account to SITA Resourceco Alternative Fuels for any overdue amount from the proceeds thereof, and at the request of SITA Resourceco Alternative Fuels assign the book debt arising from such sale or use to SITA Resourceco Alternative Fuels; and
- 12.2.3 SITA Resourceco Alternative Fuels will be entitled to require the Customer to return unsold Products failing which the Customer is irrevocably authorises SITA Resourceco Alternative Fuels to enter the Customer's premises to repossess the Products without notice on the occurrence of any of the following events:
- (a) the Customer fails to make payment of any amount outstanding;
- (b) the Customer commits an act of bankruptcy or is declared insolvent or, if a company, proceedings are issued to wind up the Customer or the Customer is placed under official management or a receiver is appointed over the Customer's property or undertaking; or
- (c) the Customer enters into some arrangement or assignment for the benefit of creditors.
13. Products Warranty
- 13.1 SITA Resourceco Alternative Fuels warrants that the Products will be fit for purpose:
- 13.1.1 as described in the Specifications; and
- 13.1.2 in accordance with all guidelines or standards specified by the EPA.
- 13.2 Except as expressly provided to the contrary in the Contract all representations, warranties, terms and conditions in relation to Products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 13.3 The Customer agrees that it is aware (or should be aware) that the Products, the subject of a Contract, are for a particular purpose or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Contract.
- 13.4 The Customer:
- 13.4.1 acknowledges that the Specifications for the Products provide for the Products to contain Inclusions;
- 13.4.2 acknowledges that the Products are produced from recycled materials and will contain Inclusions; and
- 13.4.3 agrees that the presence of Inclusions in the Products will not be grounds for refusing to accept the Products.
- 13.5 Damages for breach of any warranty by SITA Resourceco Alternative Fuels will be limited to replacement of the Products or the supply of the Products again or the cost of replacement of the Products or having the Products supplied again, at SITA Resourceco Alternative Fuels's discretion, and will not extend to any indirect or consequential loss or damages whatsoever.
- General Clauses
14. Force Majeure
- SITA Resourceco Alternative Fuels will not be responsible to the Customer under any circumstances for any breach of its obligations caused through factors beyond SITA Resourceco Alternative Fuels's reasonable control including but not limited to acts of God, acts of any Government, war or other hostility, disaster, fire, explosion, power failure, strikes or lockouts or inability to obtain necessary services or supplies.
15. Assignment and termination
- With reasonable notice to the Customer, SITA Resourceco Alternative Fuels may terminate or assign any rights under a Contract
16. Survival of terms
- The termination or cessation otherwise of a Contract howsoever caused will be without prejudice to any obligations or rights of either party which have accrued prior to such termination or cessation and will not affect any provision of a Contract which is expressly or by implication provided to come into effect on or to continue in effect after such termination or cessation.