

☐ **Britton Brothers Pty Ltd**
t/as **Britton Timbers – TAS**
3 Brittons Road
Smithton, TAS 7330
Ph: (03) 6452 2522
sales.tas@brittontimbers.com.au
ABN 28 009 478 586

☐ **Britton Timbers Processing Pty Ltd**
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426 South Gippsland Highway
Dandenong, VIC, 3175
Ph (03) 8787 5633
sales@premierwood.com.au
ABN 27 612 238 829

☐ **Hasell Britton Pty Ltd**
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116-118 Jedda Road
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ABN 15 002 990 347

☐ **Hasell Britton Pty Ltd**
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100 Potassium Street
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☐ **Britton Timbers International Pty Ltd**
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dominic@brittontimbers.com.au
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☐ **Alexander Sturrock & Sons Pty Ltd**
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25 Gaine Road
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ABN 35 004 073 385

☐ **Britton Veneer Products Pty Ltd**
PO Box 369
Smithton, TAS 7330
Ph: (03) 6452 2522
accounts.tas@brittontimbers.com.au
ABN 56 634 946 900

The above entities are referred to severally as “Britton Timbers”. Please indicate by ticking the appropriate ☐ check box above, which company or companies you wish to have commercial credit with. If you are applying for commercial credit with more than one company, please indicate on page 2, the combined credit limit required.

To: Britton Timbers (“Supplier” or “Britton Timbers”)

I/we (or ‘you/me/my/our/us/the company’ as the content requires) the Customer named below agree, declare and acknowledge that:

- (a) If this application is accepted by the Supplier, all of the terms within this application (including the General Credit Terms) plus the Supplier’s Standard Terms (<https://brittontimbers.com.au/legals/>), as amended from time to time, (“**Standard Terms**”) will be binding; and
- (b) I/we have read and I/we understand the Supplier’s current Standard Terms prior to completing this application;
- (c) If a company, provision of credit pursuant to this application may, at the Supplier’s absolute discretion, be subject to and conditional upon all of the directors of the company executing the attached Guarantee and Indemnity.
- (d) By signing this application, I/we/the company acknowledge(s) and accept(s), and grant the Supplier the authority to:
 - (i) obtain from a credit reporting body, credit reporting information about me/us/the company;
 - (ii) obtain information about my/our/the company’s commercial activities or commercial credit worthiness from a business which provides information about commercial creditworthiness;
 - (iii) use or disclose such information for the purpose of assessing my/our/the company’s application for commercial credit;
 - (iv) authority to exchange information with other credit providers;
 - (v) authority to exchange credit eligibility information about me/us/the company for the purposes of assessing my/our/the company’s application for credit, assisting in collecting payments that are overdue in relation to my/our credit, notifying other credit providers of a default by me/us/the company, exchanging information with other credit providers.
- (e) I/we/the company understand that information collected in this form can include any information about my/our/the company’s credit worthiness, credit standing, credit history or credit capacity, that credit providers are allowed to give to or receive from each other under the Privacy Act.
- (f) The information set out in this application is true and correct and I/we/the company acknowledge that the Supplier will rely upon the information provided and is hereby induced to grant credit to us/me/the company as the Customer.

Customer details

Trading name			
Name of company, trust, person(s) or partnership operating business			
ACN		ABN	
Business street address			
Business postal address			
Contact person		Tel (b/h)	
Fax (b/h)		Email	
Name of bank		Branch	
Account no.		BSB	
Date business commenced		Nature of business:	

Details of partner/directors

Name		DOB	
Address		Drivers licence	
		Mobile	
Title		Director ID No:	
Name		DOB	
Address		Drivers licence	
		Mobile	
Title		Director ID No:	

Trade references

Name		Ph	
Address			
		Email	
Name		Ph	
Address			
		Email	
Name		Ph	
Address			
		Email	
Combined Credit Limit Required	\$		
Accounts Payable Contact	Name:		Ph:
	Email:		

COMMERCIAL CREDIT CONTRACT

TERMS AND CONDITIONS

1. Definitions –

In this Contract, unless the context otherwise requires:

Contract means the terms and conditions of this Commercial Credit Contract, as between the Customer and the Supplier, and as varied from time to time on the Supplier's website (available on request or online at <https://brittontimbers.com.au/legals/>).

Default Event means any of the following events:

- (a) the Customer fails to pay for the Products in accordance with this Contract; or
- (b) the Customer suffers an Insolvency Event.

Insolvency Event means –

- (a) the Customer ceasing, or indicating that it is about to cease, carrying on business;
- (b) bankruptcy;
- (c) if the Customer is a company,
 - (i) an order is made or a resolution is passed for the winding up of the company; or
 - (ii) the company resolves to appoint a receiver or provisional liquidator or administrator; or
 - (iii) a receiver or provisional liquidator or administrator is appointed; or
 - (iv) the company goes into liquidation ; or
 - (v) makes an assignment, arrangement or composition with its creditors; or
 - (vi) the company is unable to pay its debts, stops payment or is deemed insolvent within the meaning of the *Corporations Act* 2001.

Products means any materials or products set out in a Purchase Order.

Purchase Order means an order, issued by the Customer (whether in writing, over email or verbally) to the Supplier for the supply of Products.

Standard Terms means the Supplier's Standard Terms regarding the sale and provision of Products, as provided on the Supplier's website (available on request or online at <https://brittontimbers.com.au/legals/>)

Taxable Supply and **GST** have the meanings set out in the *A New Tax System (Goods and Services) Act* 1999.

2. General

- (a) The Customer agrees to be bound by the terms and conditions in this Contract, and the Standard Terms.

- (b) Nothing in this Contract requires the Supplier to sell any Products to the Customer including when:
 - (i) the Customer has not paid for Products previously supplied; or
 - (ii) there has been a breach by the Customer of this Contract, which has not been remedied.
- (c) The Customer must immediately notify the Supplier if its account details are compromised. The Supplier will suspend this Contract and re-issue it after necessary verification.
- (d) The Customer must provide the Supplier with a current, valid email address for the purpose of administering this Contract and must immediately notify the Supplier of any change to the Customer's details.

3. Privacy Act 1988 (Cth)

- (a) In this clause, *italicised* terms have the meaning given to them in the *Privacy Act* 1988 (Cth).
- (b) The Customer acknowledges and accepts that the Supplier may obtain, hold and disclose *Credit Information* collected in an application, or under this Contract, for the purpose of:
 - (i) assessing the Customer's application for *Commercial Credit*; or
 - (ii) collecting payments that are overdue in relation to *Commercial Credit* provided under this Contract;
 - (iii) undertaking enforcement activities and dealing with serious credit infringements (including in relation to guarantors);
 - (iv) managing notices, internal processes and procedures;
 - (v) disclosing the creditworthiness of the Customer to another person or entity by way of credit reference; and
 - (vi) meeting legal and regulatory requirements.
- (c) The Supplier will take reasonable steps to make sure that any *personal information* or *Credit Information* collected, used or disclosed is accurate, complete and up to date.

4. Payment - The Customer must pay for all Products supplied by the Supplier within thirty (30) days from the end of the month in which the Products were supplied ("**Date for Payment**").

5. Interest – The Supplier is entitled to charge the Customer interest on amounts not paid by the Date for Payment, at a fixed rate of 10 per cent per annum calculated daily, compounding monthly,

from the Date for Payment until payment is received.

6. Taxes and duty

- (a) The Customer must pay GST on any Taxable Supply made by the Supplier to the Customer under this Contract.
- (b) The payment of GST is in addition to and must be paid at the same time as any other consideration payable by the Customer for a Taxable Supply.
- (c) If at any time:
 - (i) there are changes in legislation or its interpretation by a court of competent jurisdiction; or
 - (ii) the Supplier becomes liable to pay any tax, duty, excise or levy in respect of any supply then then the Customer must pay the Supplier these additional amounts on 48 hours' written demand.

7. Withdrawal of credit

- (a) The Supplier may, at any time and without providing reasons, refuse or withdraw any credit granted to the Customer, at the Supplier's discretion.
- (b) Upon cancellation, all liabilities incurred by the Customer become due and payable to the Supplier within seven (7) days.
- (c) Without limiting clause 7(a) or 7(b), if an Insolvency Event occurs then the Supplier may, without prejudice to any other rights it might have, call upon moneys owed to it by the Customer; retain all moneys paid on account; or cease further deliveries and recover from the Customer all loss of profit and/or take immediate possession of any Products not paid for.

8. Title and Risk

Consistent with the Standard Terms, but for the avoidance of doubt:

- (a) title in the Products does not pass to the Customer until the Customer has paid all moneys owing to the Supplier, for those Products, in full; and
- (b) risk in the Products passes to the Customer on delivery.

9. Property

- (a) Until payment in full has been received by the Supplier, the Customer will hold the goods in a fiduciary capacity for the Supplier and must store the Products separately from all other goods and identify the Products as the property of the Supplier.

- (b) If the Customer is in breach of these terms or a Default Event occurs then the Supplier has the right to enter upon any premises occupied by the Customer (or any receiver, manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Products and to repossess the Products which may be in the Customer's possession, custody or control.
- (c) The Customer agrees that where Products have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the Products, and if necessary, sell the Products with the trademark or name of the Customer on those Products, and the Customer hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the Products bearing the name or trademark of the Customer.
- (d) The Customer will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under this clause. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against the Supplier, its employees, servants or agents.
- (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for the Supplier. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to the Supplier at the time of the receipt of such book debts.

10. Security – Real property

- (a) As security for payment to the Supplier of all moneys payable by the Customer, the Customer charges in favour of the Supplier all of its estate and interest in any real property (freehold and leasehold, both current and later acquired).
- (b) The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.

11. Security – Personal property

The parties each agree that:

- (a) this document contains a security interest for the purpose of the *Personal Property Securities Act 2009* (Cth) (**PPSA**). For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.
- (b) The Supplier may make any registration or notification under the PPSA in connection with the

security interest and the Customer may not make an amendment demand in respect of that registration.

- (c) To the extent that the law permits, the Supplier need not comply with any provision of Chapter 4 of the PPSA that may be contracted out of, and the Customer waives its rights to receive any notice that it required by the PPSA.
- (d) The Customer hereby consents to the Supplier recording the details of this contract on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
- (e) The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.
- (f) In circumstances where the Supplier seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (these terms being consistent with the terms defined in the PPSA), payments received from the Customer will be allocated in a manner at the Suppliers absolute and unfettered discretion, so as to attribute, to the greatest extent possible, the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which the Supplier seeks to enforce its purchase money security interest.

12. Provision of further information

- (a) The Customer undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated commercial credit application.
- (b) If the Customer is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure that occurs whilst this contract is in place (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity and may withdraw credit if such guarantee or indemnity is not provided.

13. Variation of these terms

- (a) The Supplier may amend these terms by notice in writing to the Customer.
- (b) The contract will apply as varied with effect from the date the notice required under clause 12(a) is given.
- (c) If the Customer does not agree with the amended Contract, the Customer may terminate the Contract with 14 days' notice and must pay all outstanding

money owed to the Supplier by close of business on the 14th day.

14. Non-transferrable – The Contract is not transferrable.

15. Liability

To the maximum extent permitted by law, the Supplier:

- (a) expressly excludes any conditions or warranties (whether express or implied and whether arising under statute or otherwise) as to the condition, quality or fitness for any purpose of any goods or services supplied by a third party in connection with this contract; and
- (b) expressly excludes any and all liability for any loss or damage (whether arising out of breach of these terms and conditions, tort or statute) suffered or incurred by a customer or their business as a result of any act or omission of the Supplier (or its employees or related entities) in relation to this contract, including without limitation:
 - (i) any change to, suspension, or termination of this contract or the Standard Terms; or
 - (ii) the suspension or cancellation of credit under this Contract;
- (c) Under no circumstances will the Supplier be liable for any direct, indirect, economic, incidental, special or consequential loss or damages arising under or in relation to or in connection with this Contract including lost business profits.

16. Notices

- (a) A notice required under this contract or law must be in writing and is treated as being duly given:
- (b) if sent by pre-paid post to the other party's address listed on the application, on the third business day after posting; or
- (c) if sent via email to the other party's email address listed on the application, on the date of confirmation of transmission of the email.
- (d) A party must notify the other of any change to the address or email address to which notifications are to be sent.

17. Disputes

- (a) Any dispute arising out of or relating to these conditions or the Contract, must first be discussed by the Parties and failing agreement or settlement within 10 days of such dispute first being raised, shall be the subject of mediation, administered by the Australian Commercial Disputes Centre ("ACDC") conducted and held in accordance with the Rules of ACDC in force at the date of the Purchase Order.

- (b) Where the dispute has not been settled within 21 days of it first being notified from one Party to the other then either Party may commence formal legal proceedings in the appropriate jurisdiction.

18. Set off

- (a) All payments required to be made by the Supplier will be made free of any set-off, or counterclaim and without deduction or withholding.
- (b) The Supplier may at any time set-off amounts owed by the Supplier to the Customer against amounts owed by the Customer to the Supplier.

19. Expenses

The Customer must pay to the Supplier any costs, charges or expenses (including stamp duty and legal fees) incurred by the Supplier in connection with the entry into these terms, the exercise or attempted exercise of any power, right or remedy and the failure of the Customer to comply with these terms.

20. Trusts

These terms bind the Customer personally and as trustee of any trusts of which the Customer is a trustee.

21. Severance

If any clause is found to be invalid or unenforceable the other clauses are not adversely affected.

22. Application of laws

The parties submit to the jurisdiction of the State in which these terms are accepted by the Supplier and the law applying in that State is the proper law governing the interpretation and application of these terms.

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

FOR COMPLETION BY THE SUPPLIER

The Applicant's credit application is accepted. Signed for and on behalf of the Supplier.

Company		Credit Limit	
Signature		Position	
Name (print)		Date	

Company		Credit Limit	
Signature		Position	
Name (print)		Date	

Company		Credit Limit	
Signature		Position	
Name (print)		Date	

Company		Credit Limit	
Signature		Position	
Name (print)		Date	

ACCOUNT APPROVED FOR CASH ON DELIVERY / 30 DAYS FROM END OF MONTH
(supplier to nominate)

DEED OF GUARANTEE AND INDEMNITY

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ABN 56 634 946 900

The above entities are referred to severally as “Britton Timbers”.

Names and addresses of the Guarantors this document applies to.

Full Name		Address	
Full Name		Address	
Full Name		Address	
Full Name		Address	

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

The Guarantors agree to personally guarantee to the Supplier the due and punctual payment of all monies presently owing or any monies that may be owing in the future by the Customer in respect of the costs of the Products supplied by the Supplier to the Customer and any other sums payable by the Supplier to the Customer pursuant to the General Credit Contract (as available on the website, <https://brittontimbers.com.au/legals/>, as varied from time to time) and Standard Terms and Conditions of Trade (as available on the website, <https://brittontimbers.com.au/legals/>, as varied from time to time).

1. Definitions

In this Guarantee terms have the same meaning as given to them in the General Credit Contract unless defined as follows:

"Administration" includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

"Guaranteed Moneys" means all moneys which are, will or may be at any time in the future, owing or payable to Britton Timbers by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages.

2. Guarantee

The Guarantor unconditionally and irrevocably guarantees to Britton Timbers the due and punctual payment of the Guaranteed Moneys and agrees:

- on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- any statement signed by a Britton Timbers director, secretary, credit manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor;

- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Britton Timbers for the payment of Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of Britton Timbers under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Britton Timbers is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

3. Indemnity

If the obligation of the Customer to pay the Guaranteed Moneys to Britton Timbers is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Britton Timbers against any loss Britton Timbers suffers as a result.

Britton Timbers need not incur any expense or make any payment before enforcing this right of indemnity.

4. Waiver

No failure or delay by Britton Timbers to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Britton Timbers' rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

5. Claim in administration

Until this Guarantee is released by Britton Timbers, the Guarantor will not without Britton Timbers' consent, prove in any Administration of the Customer in competition with Britton Timbers or any related body corporate of Britton Timbers.

6. Continuing guarantee

Any guarantee shall remain in force so long as the customer shall maintain an account with Britton Timbers. All guarantees shall be continuing guarantees and will terminate only in writing from Britton Timbers.

7. Application of moneys received

If Britton Timbers receives or recovers money in respect of debts of the Customer or anyone else, Britton Timbers may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

8. Charge

As security for payment to Britton Timbers of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of Britton Timbers the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each director, secretary, credit manager and authorised representative of Britton Timbers as its attorney to do all things necessary to create and register each such charge.

9. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

10. Expenses

The Guarantor must pay to Britton Timbers all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by Britton Timbers in connection with any entry into this

Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

11. Acknowledgement

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of Britton Timbers, its employees, agents or representatives or under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Britton Timbers and that the law applying in that State is the proper law governing this Guarantee.

12. Severance

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

Signed, sealed and delivered by the guarantor	Signature	
	Name	
	Position	
	Witness signature	
	Name	
Signed, sealed and delivered by the guarantor	Signature	
	Name	
	Position	
	Witness signature	
	Name	

Signed, sealed and delivered by the guarantor	Signature	
	Name	
	Position	
	Witness signature	
	Name	
Signed, sealed and delivered by the guarantor	Signature	
	Name	
	Position	
	Witness signature	
	Name	