



APPLICATION FOR COMMERCIAL CREDIT

This Application for Commercial Credit shall be in respect of P & K MINING EQUIPMENT PTY LTD (ACN 106 527 691) (ABN 76 106 527 691) and its respective associated, related, subsidiary and parent Company and successors and assigns (all of which are referred to hereafter as "PKM").

Office: PO Box 3518 Rhodes Waterside, Rhodes, NSW 2138, Australia **Phone:** (612) 9746 3268 **Fax:** (612) 9746 8466 **Mobile:** 0439 676 933
Email: paulchoi@pkmining.com.au **Website:** www.pkmining.com.au

IF A COMPANY APPLICANT

Registered name of incorporated body ("the Applicant")

(ACN) **COMPANY TYPE** PUBLIC PRIVATE **PERIOD IN BUSINESS** YRS

Trading name/Business Name (if any) Business Name Registration No: (if any)

Affiliated or parent company (if applicable)

IF PARTNERSHIP/SOLE TRADER/TRUST (Delete as applicable)

Partnership/Proprietor/Trustee Name ("the Applicant") Period In Business: YRS

Trading name/Business Name (if any) Business Name Registration No: (if any)

Previous Trading Name (if applicable)

ALL APPLICANTS PLEASE COMPLETE

Date Business Commenced / / Australian Business Number (ABN)

Nature of Business/Main Business Activity Number of Employees

Postal Address Postcode

Business Address Owned Buying Renting

..... (Post Code)

Telephone Number () After Hours ()

Business Facsimile () Mobile phone

Landlord/Agent's Telephone Number ()

Name if less than 12 months – Previous Address Post Code

WEB Address: email address

Contacts - Booking Officer/Authorised Officer Accounts Payable Officer

Has Applicant or any associated company or person traded with our companies or businesses in the past? YES NO

(If Yes) under what name?

Details of: (Please tick) **Directors** **Partners** **Sole Trader**

1. Name in Full Date of Birth

Position/Occupation Licence No.

Residential Address Owned Buying Renting

..... Postcode

Spouse's Full Name:.....

2. Name in Full Date of Birth

Position/Occupation Licence No.

Residential Address Owned Buying Renting

..... Postcode

Spouse's Full Name:.....

3. Name in Full Date of Birth

Position/Occupation Licence No.

Residential Address Owned Buying Renting

..... Postcode

Spouse's Full Name:.....

Bank Branch Account No

Name/Title of Account Contact Name Tel No. []

Overdraft facility details.....

Accountant/Auditor Telephone Number ()

Trade References (Major Suppliers)

- 1Telephone No.(....)Account No.....
- 2Telephone No.(....)Account No.....
- 3Telephone No.(....)Account No.....

Anticipated Monthly Purchases (this field must be completed)

Does the Applicant Trade as a Trading Trust? YES NO

If yes, please specify type of trust: Discretionary Unit

Please provide a copy of your Trust Deed, list of adult beneficiaries and Statement of assets Trust Deed, List of Beneficiaries and Statement of Assets Attached

Please note that all adult beneficiaries will be required to complete PKM's Deed of Guarantee, Indemnity and Charge

At any time has any Proprietor, Director, or Manager of the Applicant Customer been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?
 YES NO

If Yes, please give details

The Applicant acknowledges that he/she has received a copy of the PKM Terms and Conditions prior to his/her signing this application and agrees to trade on the basis of these Terms and Conditions.

The Applicant acknowledges and agrees to charge all of the Applicant's interest in real property both (a) present and (b) future in order to secure payment of any and all monies which are now or hereafter become due and payable by the Applicant to PKM and consents to the lodgement by PKM of a Caveat or Caveats noting its interest pursuant to such charge. If the Customer makes this application as Trustee of any Trust including without limitation the Trust (if any) described in this Application then:

- a) the reference to "real property" in this clause includes any real property of the Trust in addition to the Customer's real property;
- b) the Customer warrants that it:
 - (i) is the only Trustee of the Trust;
 - (ii) makes this application for the purposes and benefit of the Trust;
 - (iii) has the power under the Trust to enter into and observe its obligations under this agreement/application; and
 - (iv) has a right to be indemnified out of the assets of the Trust in respect of its obligations under this agreement/application.

The Applicant acknowledges and agrees to indemnify PKM for all legal costs and fees in respect of such charge and Caveats as well as collection costs and any and all other costs it may incur in seeking to recover monies due and owing by the Applicant to PKM.

The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of the PKM Terms and Conditions and:

- (a) He/She/They have authority to sign on behalf of and to bind the Customer;
- (b) The information provided is true and correct in every detail;
- (c) He/She/It agree(s) to provide such updated and regular financial and trading information as PKM may reasonably require from time to time, and agrees to notify PKM immediately in writing if there is any change to the details provided in this Application, including if he/she/it receives any information, notice or detail of any Court proceedings that may lead to Bankruptcy, the appointment of an Administrator, controller or managing controller, receiver or receiver manager or Liquidator;
- (d) He/She/It irrevocably grant permission to PKM before, during or after the provision of credit to give, receive and collect personal and credit information about the Customer to and from any Credit Reporting Body, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the *Privacy Act 1998*, the *Privacy (Enhancing Privacy Protections) Act 2012*, the Credit Reporting Privacy Code and the Australian Privacy Principles as amended from time to time ("the Acts"). This information may concern the Customer's Consumer Credit and/or Commercial Credit and trading arrangements including Guarantee documents, may consist of Credit Reports and other credit and trading information concerning the Customer and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Acts and PKM's Privacy Policy, Privacy Statement and Credit Reporting Policy and Notifiable Matters.
- (e) He/She/It hereby indemnify(ies) PKM in respect of any claims or actions arising out of the obtaining or providing of information concerning the Customer or any Guarantor;

PKM is committed to your privacy. Our policy on the handling of personal information is to comply with the Australian Privacy Principles ("the APPs") for the fair handling of Personal Information (any information from which your identity is apparent) and Credit Information (your repayment and default history, amount and type of credit provided, and any default information) as set out in the Credit Reporting Privacy Code, the *Privacy Act 1988* and the *Privacy (Enhancing Privacy Protections) Act 2012* as amended. In accordance with those principles and the PKM Privacy Policy and Privacy Statement, a copy of which is located on our website at www.pkmining.com.au persons will be given access to their Personal and Credit Information on request. We use the types of Personal and Credit Information collected for several purposes which include considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit Account and Guarantee documents, managing accounts including overdue accounts and, if necessary, insuring our risk in collecting debts. This information may be disclosed to our related or associated entities, overseas recipients in locations such as Korea, parties related to your employment (e.g. referees and others as set out in our Privacy Policy), contractors, other Credit Providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors, lawyers and other service providers, and Credit Reporting Bodies including Veda Advantage Ltd (www.veda.com.au), Dun & Bradstreet (Australia) Pty Ltd (www.dnb.com.au) and others. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for a Commercial Credit Account. If you have any questions or concerns about our Privacy Policy, the type of information we may hold about you, or for corrections or complaints about a breach of your privacy, please direct your requests to the Privacy Officer at PO Box 3518 Rhodes Waterside, Rhodes, NSW 2138 or e-mail privacy@pkmining.com.au.

Signed on behalf of the Applicant by Directors Partners Sole Trader

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

X.....
Signature Print Name and Title
Date:...../...../.....

X.....
Signature Print Name and Title
Date:...../...../.....

X.....
Signature Print Name and Title
Date:...../...../.....