



BARRY'S
—YOUR FACILITY OF CHOICE—

Barry's Recycling Waste Facility Pty Ltd
Address: 645-651 German Church Road
Redland Bay, Qld 4165
E-Mail: admin@barrysrecycling.com

A.B.N. 75 646 025 765

ACCOUNT APPLICATION FORM

COMPANY DETAILS

Registered Business Name _____
Company Name /Trading As _____
Other Trading Names _____
ABN _____ ACN _____

Type of Entity: ☐ Sole Trader ☐ Partnership ☒ Private Company ☐ Individual ☐ Other _____

Year of inception _____

Registered Address

_____ State _____ Postcode _____

Billing Address

_____ State _____ Postcode _____

Delivery Address

_____ State _____ Postcode _____

Director(s) /Owner(s):

1. Full Name: _____

Drivers Licence number _____ State _____ Phone No _____

Address: _____ State _____ Postcode _____

2. Full Name: _____

Drivers Licence number _____ State _____ Phone No _____

Address: _____ State _____ Postcode _____

Primary Contact:

Name: _____

Phone: () _____ Email: _____

Credit Required/amount of monthly credit required _____

Purchase Order Number Required _____ Split Invoices Required 1 inv/order____

Accounts Contact:

Name: _____

Phone: () _____ Email: _____

Trade References:

Business Name: _____

Contact Name: _____

Phone: () _____ Email: _____ \

Business Name: _____

Contact Name: _____

Phone: () _____ Email: _____

Business Name: _____

Contact Name: _____

Phone: () _____ Email: _____

I/We the undersigned hereby acknowledge that all purchases from Barry's Recycling Waste Facility will be made pursuant to the Agreement, Personal Guarantee & Indemnity and the Terms & Conditions attached to this Application form which exclude and supersede any prior arrangements or any representation, assurance or undertaking given for or on behalf of Barry's Recycling Waste Facility unless expressly accepted by an authorised person of Barry's Recycling Waste Facility in writing.

Director (s) / owner (s) to hand sign

Signature: _____ **Print Name:** _____ **Date:** ____/____/____

AGREEMENT

1. The Applicant:
 - a. warrants that all information provided in this customer account application is correct;
 - b. acknowledges that receipt of Barry's Recycling Waste Facility General Terms and Conditions and agrees that the materials and services will be supplied by Barry's Recycling Waste Facility on those Terms and Conditions;
 - c. agrees that no change to the structure, status or partnership (if applicable) of the Applicant will affect the liability of the Applicant named in this application or any guarantor of any credit granted pursuant to this application until a fresh application is made in the name of the Applicant as restructured or changed is received and approved by Barry's Recycling Waste Facility.
 - d. The responsibility for providing PO numbers lies with the customer, not Barry's, and it will not be accepted as a valid excuse for non-payment.
2. The individuals acknowledge that under section 18E(8)(c) of the Privacy Act ("Act"), Barry's Recycling Waste Facility is allowed to give a credit reporting agency personal information about the account application. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
 - a. identification particulars, eg name, date and place of birth, address, and drivers licence number;
 - b. the fact of the application for credit and the amount;
 - c. the fact that Barry's Recycling Waste Facility is a current provider of credit to the Applicant;
 - d. payments which become overdue for more than 60 days and for which collection has commenced;
 - e. advice that payments are no longer overdue;
 - f. in specified circumstances that in the opinion of Barry's Recycling Waste Facility the Applicant has committed a serious credit infringement;
 - g. that credit provided to the Applicant by Barry's Recycling Waste Facility has been paid or otherwise discharged.
3. The individuals agree that Barry's Recycling Waste Facility may, if it considers relevant for the purpose, obtain from a credit reporting agency or any trade references or other credit references at any time now or in the future credit reports containing personal credit information about the individuals:
 - a. to assist assessment of the individuals application for commercial credit;
 - b. to assist in collection of overdue payments;
 - c. to assess whether to accept the individuals as guarantors for credit applied for or provided to the applicant.The individuals agree that if Barry's Recycling Waste Facility approves the applicant's application for credit this Agreement remains in force until the credit facility covered by the applicant's application ceases.
4. The individuals agree that Barry's Recycling Waste Facility may, for the purposes of this application and for assessing continuing credit worthiness during the continuance of credit provision, give to or seek from credit providers named in this application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the individual's credit arrangement. The individuals understand that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Act. The individuals understand that the information may be used to assess any application by them for credit; to notify other credit providers for defaults by them; to exchange information with other credit providers as to the status of the account where they are in default with other credit providers, and to assess their credit worthiness, whether now or in the future.
5. If the application is an application for consumer credit, then the individuals agree that Barry's Recycling Waste Facility considers it relevant to assess their credit application for personal credit, Barry's Recycling Waste Facility may obtain a report about their commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness of persons.
6. I/we acknowledge Barry's Recycling Waste Facility reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable and all goods on approval must be returned to Barry's Recycling Waste Facility and I/we agree that in the event of a default of payment of my/our debts that Barry's Recycling Waste Facility may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
7. I/we acknowledge that if approved this account shall have a monetary limit and Barry's Recycling Waste Facility may request payment when the limit is reached or exceeded.
8. I/we understand that personal guarantees are required.

TRADING TERMS AND CONDITIONS

1. Agreement

- 1.1 These terms and conditions as well as any Customer Credit Application with attached Agreement and Personal Guarantee & Indemnity executed by or on behalf of the Customer apply to every transaction between the Supplier and the Customer and by the Supplier to the Customer.

2. Definitions

- 2.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 2.2 "Barry's Recycling Waste Facility" means Barry's Recycling Waste Facility Pty Ltd, it's successors and assigns or any person acting on behalf of and with the authority of Barry's Recycling Waste Facility.
- 2.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer doing business with Barry's Recycling Waste Facility and:
- a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - d) includes the Customer's executors, administrators, successors and permitted assigns.
- 2.4 "Business" means any dumping or purchasing of any products from Barry's Recycling Waste Facility.
- 2.5 "Waste" means any waste product authorised on Barry's Recycling Waste Facility product listed as being accepted by the site.

3. Acceptance

- 1.1 Any instructions received by Barry's Recycling Waste Facility from the Customer for the supply of Products and/or Services and/or the Customer's acceptance of Products and/or Services supplied by Barry's Recycling Waste Facility shall constitute acceptance of the terms and conditions contained herein.
- 1.2 The following products are not accepted at Barry's Recycling Waste Facility Pty Ltd, tyres, chemicals, liquids, asbestos, mattresses, regulated waste products, hazardous substances, ignitable or hot ash, corrosive material, toxic material, gas bottles, putrescible waste, polystyrene. If any of these products are found in your load, you will be required to come back to Barry's Recycling Waste Facility Pty Ltd and collect the item/s, if it is to be reloaded by a machine there will be a loading fee of \$100 plus GST – in the case you don't come back to Barry's Recycling Waste Facility Pty Ltd there will be a disposal fee, and the full cost will be on charged to your company – and if not paid this could result in legal action, and your company will be banned from coming to Barry's Recycling Waste Facility Pty Ltd.

4. Price and Payment

- 4.1 Any price list issued by the Supplier is subject to alteration at any time without notice.
- 4.2 All prices are exclusive GST, Barry's Recycling Waste Facility will add an amount equivalent to our GST liability to the tax invoice which must be paid by the customer.
- 4.3 The Customer must pay in alignment with the agreed terms which is 14 days.
- 4.4 Barry's Recycling Waste Facility is entitled to charge the Customer interest on amounts not paid by the due date at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by Barry's Recycling Waste Facility, in it's discretion and if any account remains unpaid at the end of the second month after the due date an immediate amount the greater of \$20 or 10% of the amount overdue for administration fees which sum shall become immediately due and payable.

5. Credit Limit

- 5.1 The Credit Limit is the amount Barry's Recycling Waste Facility tells you from time to time in writing. Barry's Recycling Waste Facility may review the Credit Limit periodically and may vary or withdraw it at any time and without providing a reason by notice to you. In varying it Barry's Recycling Waste Facility will take into account your average purchases from us. You must not exceed the Credit Limit Barry's Recycling Waste Facility sets for you from time to time and if you do, Barry's Recycling Waste Facility may refuse to supply you with any further access to our property or credit in the future.

6. Title and Risk

- 6.1 Barry's Recycling Waste Facility and the Customer agree that ownership of any waste shall not pass until the load has been inspected and full payment has arrived in their bank account. This also relates to any products sold by Barry's Recycling Waste Facility; ownership will not transfer until full payment has been made and arrived in the bank account.

7. Indemnity

- 7.1 The Customer will indemnify Barry's Recycling Waste Facility in relation to any direct or indirect loss, liability or damage suffered by Barry's Recycling Waste Facility or any other person as a result of the Customer's negligence or breach of these Trading Terms.
- (a) The Customer indemnifies Barry's Recycling (including its officers, employees, related entities and agents) with respect to all loss, costs, expenses and damage of any nature (including those incurred by Barry's Recycling as a result of the Waste Products and material) arising directly or indirectly from:
 - (b) a breach of these Terms by the Customer, including the warranties contained in these Terms;

- (c) any claim by Third Parties for compensation for personal injury or loss or damage to third party property, as a result of any act or omission by the Customer;
- (d) the supply of any waste, goods or products in a form other than as represented by the Customer at the time of delivery; and
- (e) any impost from a government body for a breach of the local health and safety laws or applicable Australian laws and regulations caused by or contributed to by the Customer.
- (f) The Customer warrants that it at all relevant times will hold public liability insurance to the value of \$20,000,000.
- (g) The Customer warrants that it at all relevant times will hold workers compensation insurance in accordance with all applicable state and territory legislation.
- (h) The Customer warrants that it at all times will maintain and ensure the Premises is safe and accessible

8. Returns and Cancellations

- 8.1 You may only return products if we authorise the return in writing. The Customer must allow Barry's Recycling Waste Facility the opportunity to inspect the products prior to approval. Any complaints must be made within 24 hrs of receiving any products and Barry's Recycling Waste Facility will only be liable for the replacement of the products or services or the cost of repairing them decided by Barry's Recycling Waste Facility.
- 8.2 Barry's Recycling Waste Facility may cancel these terms and conditions or cancel delivery of Products and/or Services at any time before the Products and/or Services are delivered by giving written notice. Barry's Recycling Waste Facility shall not be liable for any loss or damage whatsoever arising from such cancellation.

9. Not Supply

- 9.1 Barry's Recycling Waste Facility may at any time refuse to supply you with goods or services on credit or accept orders from you.

10. Notices

- 10.1 Any written notice given under this Contract shall be deemed to have been given and received: a) by handing the notice to the other party, in person; b) by leaving it at the address of the other party as started in this Contract; c) if sent by email to the other party's last known email address.

11. Liability of Barry's Recycling Waste Facility

- 11.1 Barry's Recycling Waste Facility will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Barry's Recycling Waste Facility, its employees, contractors or agents.

12. Transactions

- 12.1 The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.

13. PPSA

- 13.1 The Customer grants to Barry's Recycling Waste Facility a "Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.
- 13.2 (a) In consideration of Barry's Recycling Waste Facility supplying the Products to the Customer at the request of the Customer, the Customer by accepting these Trading Terms: (i) grants to Barry's Recycling Waste Facility a "Purchase Money Security Interest" ("PMSI") in all Products supplied by Barry's Recycling Waste Facility to the Customer from time to time as security for payment of the purchase price of the Products; (ii) grants to Barry's Recycling Waste Facility a "Security Interest" ("SI") in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Customer to Barry's Recycling Waste Facility and as security for the performance by the Customer of the obligations set out in these Trading Terms; (iii) agrees that any Products or proceeds of sale of the Products coming into existence after the date of these Trading Terms will come into existence subject to the PMSI and SI granted herein and these Trading Terms without the need for any further action or agreement by any party; (iv) acknowledges that the Customer has received valuable consideration from Barry's Recycling Waste Facility and agrees that it is sufficient; (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by Barry's Recycling Waste Facility to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.
- 13.3 (b) Barry's Recycling Waste Facility reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Trading Terms.
- 13.4 (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by Barry's Recycling Waste Facility at Barry's Recycling Waste Facility's complete discretion, and may, where applicable, be charged to the customer's credit account with Barry's Recycling Waste Facility.
- 13.5 (d) The Customer must promptly, on request by Barry's Recycling Waste Facility, execute all documents and do anything else reasonably required by Barry's Recycling Waste Facility to ensure that the PMSI and SI created under these Trading Terms constitutes a perfected security interest.
- 13.6 (e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which Barry's Recycling Waste Facility has any PMSI and/or SI without the prior written consent of Barry's Recycling Waste Facility and will immediately notify Barry's Recycling Waste Facility if the Customer becomes

- 13.7 aware of any person or entity taking steps to register a financing statement in relation to any such Products.
- 13.8 (f) If Barry's Recycling Waste Facility perfects any PMSI and/or SI that Barry's Recycling Waste Facility has in relation to the Products, the Customer must not do anything that results in Barry's Recycling Waste Facility having less than the security or priority granted by the PPSA that Barry's Recycling Waste Facility assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
- 13.9 (g) The Customer irrevocably grants to Barry's Recycling Waste Facility the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Barry's Recycling Waste Facility has cause to exercise any of Barry's Recycling Waste Facility's rights under Chapter 4 of the PPSA, and the Customer will indemnify Barry's Recycling Waste Facility for any claims made by any third party as a result of such exercise.
- 13.10 (h) The Customer acknowledges and agrees that:
Nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Trading Terms; (ii) The Security Agreement created by these Terms of Sale may only be reinstated on the terms considered appropriate by Barry's Recycling Waste Facility at its complete discretion.
- 13.11 (i) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Trading Terms, and the Customer waives its right to: - (i) not have goods damaged or be inconvenienced any more than necessarily incidental if Barry's Recycling Waste Facility removes an accession under s.92 PPSA; (ii) to receive notice of any intention to remove an accession under s.95(1)(a); (iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to Barry's Recycling Waste Facility for the retention of the accession under s.97 PPSA (iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA; (v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA (vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA; (vii) to receive a Statement of Account if no disposal under s.132(4) PPSA; and (viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and (ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Trading Terms under s.157 PPSA.

14. Privacy Policy

- 14.1 Refer to Barry's Recycling Waste Facility's Privacy Policy on our website, signing of these terms and conditions means that you agree to our privacy policy.

15. General

- 15.1 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 15.2 Barry's Recycling Waste Facility's records are conclusive about the amount you owe us.
- 15.3 You may not assign any of your rights under these terms.
- 15.4 Barry's Recycling Waste Facility may add or vary these terms, except in relation to the agreed price for ordered goods, at any time by giving you at least 7 days notice. Any other change must be in a document signed by you and Barry's Recycling Waste Facility.
- 15.5 A waiver is only effective if in writing.
- 15.6 If you are the trustee of a trust, you are liable to us personally as well as in your capacity as trustee. If you are a corporation, you must notify us when there is a change to your directors or a material change in your shareholders.
- 15.7 Barry's Recycling Waste Facility shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Barry's Recycling Waste Facility of these terms and conditions.
- 15.8 In the event of any breach of this contract by Barry's Recycling Waste Facility the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of Barry's Recycling Waste Facility exceed the Price of the Products and/or Services.
- 15.8 These terms are governed by Queensland law and you are subject to the jurisdiction of its courts.
- 15.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party

PERSONAL GUARANTEE AND INDEMNITY

To be completed by directors/partners of the Applicant

To: Barry's Recycling Waste Facility ACN 646 025 765 ("you" or "Company")

In consideration of Barry's Recycling Waste Facility agreeing to consider the customer's credit application and/or provide materials or services on credit to the customer. I/we hereby jointly and severally agree with you as follows:

1. To be answerable and responsible to you for the due payment on demand by the said debtor and any related company for all such materials and services as you may heretofore have supplied or which you may hereafter from time to time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such materials and services according to the terms agreed on between you and it and thereby indemnify and agree to keep you indemnified from and against all loss and damage which you may sustain or incur for any reason or arising out of the supply of such goods or services.
2. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said debtor with you.
3. All payments received by you from the said debtor whether in liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to materials or services to be supplied to the said debtor as aforesaid.
4. That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
5. This guarantee shall be enforceable against me/us JOINTLY AND EACH OF US SEPARATELY notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. It is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal debtor and I/we and each of us hereby waive all or any of my/our right as surely which may at any time be inconsistent with any of the above provisions.
7. This guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to you or you duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under this guarantee shall cease and determine so far as respects any liability which shall be incurred by the debtor after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
8. That notwithstanding anything contained in this instrument and notwithstanding that the whole of any part of the moneys due by the debtor to you are or may be irrecoverable from the debtor by you (whether by reason of any legal limitation disability or incapacity of or affecting the debtor or be reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether or not any of the matters of facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverable from me/us by you on the footing of a guarantee THEN and in such case I/we hereby as separate and additional liability under this instrument indemnify you in respect of such monies and as a principal debtor agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the debtor.
9. That it is expressly declared that no sum of money which you may be obliged to pay or may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the debtors by reason of any provisions of Bankruptcy Act or the Corporations Act shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the debtor.
10. You shall be at liberty from time to time without further authority that these presents to debit and charge the account of the debtor with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put to in connection with the account of the debtor or this security or any other security in respect of the indebtedness of the debtor to you or the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.
11. I/we agree and declare that this guarantee shall be construed according to the law and that any proceedings in respect of any case or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceedings.

12. In order to secure to you all monies payable or to become payable pursuant to this guarantee:
- (a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall be force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment if all such monies payable or to become payable by me/us hereunder; and
 - (b) I/we hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager (by whatever title) as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing caveat over any such freehold or leasehold property as aforesaid and in respect of any such default a Declaration of Default duly executed for and on your behalf of any of the said managers shall be deemed sufficient evidence of such default; and
 - (c) I/we further agree to be liable for and pay to you all legal costs on a solicitor and own basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
14. This guarantee secures the repayment of all monies owed by the debtor whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Note: The above needs to be hand signed by all directors/partners, owners of the Applicant