



PO Box 193, Moonyoonooka WA 6532
161 Edward Road, Geraldton WA 6530
Web: <http://www.harringtondrilling.com.au>

Application for commercial credit - Version 1.1/30 June 2021

Please email completed Credit Application to wantan@westnet.com.au

Part A – Credit application

1. The Customer

1.1 Customer details						
Customer entity type (tick box):	Private Co. (Pty Ltd)	Public Co. (Ltd)	Private trust	Sole trader	Partnership	Club or Incorporated Association
Customer entity registered name:						
Customer business name:						
Private trust:	Trustee name			Private trust name		
Entity registration:	ACN			ABN		
Customer address:	Business address			Postal address		
Customer contact details:	Website			Landline		
	Email			Mobile		



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1.2 Customer contact person 1

Full name Person 1)		
Title EG: director		
Address		
Verification of identity	Date of birth	Drivers licence No

1.3 Customer contact person 2

Full name Person 2)		
Title EG: director		
Address		
Verification of identity	Date of birth	Drivers licence No

1.4 Trade references

Reference 1	Name	
	Email	Landline
Reference 2	Name	
	Email	Landline
Reference 3	Name	
	Email	Landline



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2. Application

- 2.1 The Customer described above applies to Harrington Drilling Pty Ltd ACN 074 542 448 (“**Company**”) to supply goods and services to the Customer on the terms and conditions of this application for commercial credit which incorporates the attached Privacy Statement at Part B and Terms and Conditions at Part C.
- 2.2 Upon acceptance by the Company, the Company may supply goods and services to the Customer upon the terms and conditions of this application for commercial credit.
- 2.3 The Customer:
- (a) declares that the credit to be provided to the Customer by the Company is to be applied wholly or predominantly for commercial purposes; and
 - (b) acknowledges that by signing this declaration the Customer may lose protection under the National Credit Code.

Part B – Privacy Statement

3. Privacy statement

- 3.1 This privacy statement (“**Statement**”):
- (a) encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (“**Act**”).
 - (b) operates concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.



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- 3.2 The terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, and “credit reporting information”, credit reporting code, “credit reporting code” carry the same meaning as under the Act.
- 3.3 The term “Information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
- 3.4 The Company may:
- (a) collect personal Information about the Customer for the Company’s primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, and internal management purposes (“**Primary Purposes**”);
 - (b) provide personal information about the Customer to any or all of the credit reporting bodies (“**CRB’s**”) nominated below:

Dun & Bradstreet Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312
Veda Advantage Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100

- (c) disclose default information to any or all of the CRB’s and the Customer consents to such disclosure.
- 3.5 The Customer:
- (a) consents to the Company collecting, using and disclosing personal information (including sensitive information) for the Primary Purposes;
 - (b) consents to the Company obtaining and making disclosure of Information about the Customer to the CRB’s.
- 3.6 A full copy of the Company’s privacy policy and credit reporting policy can be obtained from the Company’s website <http://www.harringtondrilling.com.au> or by making a request in writing on the Company’s website contact form.
- 3.7 The Customer will be deemed to have acknowledged and accepted the terms of this Statement by either:
- (a) signing and returning the Credit application incorporating this Statement; or



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- (b) failing to provide written notification to the Company within fourteen (14) days of receipt of this Statement that its terms are not accepted and continuing to trade with the Company after receipt of this Statement.

Part C – Terms and conditions

4. Terms and conditions

4.1 In these T&C's:

- (a) **“Application”** means the application by the Customer for commercial credit with the Company under Part A of this document.
- (b) **“Australian Consumer Law”** means the law as set out in Schedule 2 of the Competition and Consumer Act 2010.
- (c) **“Customer”** means the Customer specified in the attached application for commercial credit or if there is no such application, or there is no Customer specified in the application, the purchaser of the Goods or Services from the Company and includes any servants, agents, or contractors acting on behalf of the Customer where the context permits.
- (d) **“Consumer”** means a “consumer” as that term is defined in Section 3 of the Australian Consumer Law.
- (e) **“Consumer Contract”** means a contract for supply of Goods and/or Services by the Company to the Customer as a Consumer.
- (f) **“Consumer Guarantees”** means the consumer guarantees under the Australian Consumer Law.
- (g) **“Contract”** means a contract for the supply of Goods or Services in accordance with these T&C's, as evidenced by the acceptance of any Order from the Customer to the Company.
- (h) **“Date of Acceptance”** means the date that the Company approves this application for commercial credit made by the Customer or otherwise notifies the Customer that these T&C's apply to the supply of Goods or Services by the Company to the Customer.
- (i) **“Goods”** means the goods supplied by the Company to the Customer from time to time and which are the subject of an Order.



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- (j) **"Implied Terms"** means any guarantees, conditions, warranties or other terms implied by any Australian Commonwealth, State or Territory laws (excluding the Australian Consumer Law), or the laws of any other jurisdiction.
- (k) **"Land"** means the land (or interest), whether under the Transfer of Land Act 1893, the Mining Act 1978 or the Land Administration Act 1997 described as the address for the provision of Services in any Order.
- (l) **"Order"** means any order for the supply of Goods or Services from the Company to the Customer from time to time in a form acceptable to the Company.
- (m) **"PPSA"** means the Personal Property Securities Act 2009.
- (n) **"PPSR"** means the register established under the PPSA.
- (o) **"Quote"** means a quotation supplied by the Company to the Customer for the supply of Goods or Services.
- (p) **"Security Interest Additional Terms"** are described at clause 4.12(b)(1)(B).
- (q) **"Services"** means services supplied by the Company to the Customer from time to time and which are the subject of an Order.
- (r) **"T&C's"** means these terms and conditions of sale.

4.2 General

- (a) These T&C's apply to all Goods or Services supplied by the Company as from the Date of Acceptance and the Customer is deemed to have read and agreed to these T&C's prior to the placing of any Order.
- (b) These T&C's shall prevail over all inconsistencies in an Order or Quote, unless the Company expressly agrees otherwise and that agreement is acknowledged in writing.

4.3 Shortage and conforming supply

- (a) The Company will endeavour to ensure that the Goods conform with the descriptions contained in relevant catalogues, drawings, literature and advertising materials.
- (b) The Company reserves the right to supply Goods which do not conform with descriptions referred to in clause 4.3(a) or the Customer's order for the Goods provided that such non conformity is not material.
- (c) The Customer waives any claim for shortage of any Goods delivered or failure to supply Goods conforming with the Order if a claim for short delivery or failure to supply Goods conforming with the Order has not been lodged with the Company within seven (7) days from the date of delivery of Goods by the Customer. Any claim must be submitted in writing in a form approved by the Company.

4.4 Delivery

- (a) The delivery times made known to the Customer are estimates only and the Company is not liable for late delivery or non-delivery.



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- (b) The Customer may cancel an order for Goods or Services purchased under a Consumer Contract if the Company is unable to deliver the Goods or Services within 90 days of any specified delivery date.
- (c) Except where clause 4.4(b) applies:
 - (1) the Company is not liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of Goods or Services;
 - (2) late delivery or non-delivery does not vary these T&C's or relieve the Customer from its obligations to accept and pay for Goods or Services;
 - (3) the Company may at its option deliver Goods or Services by portion unless otherwise agreed in writing by the Company; and
 - (4) where the Company delivers by portion, the Company may issue invoices to the Customer pro rata with such deliveries.
- (d) Delivery of Goods will be taken to have occurred when the Goods or Services are:
 - (1) collected by the Customer or the Customer's agent; or
 - (2) offloaded on the Land or at the Customer's nominated point of delivery.
- (e) Goods are at the risk of the Customer after delivery.

4.5 Access to site and other assistance

- (a) The Customer must permit and facilitate the Company to have access to the Land (and any adjoining land) at such times and on such notice as the Company reasonably requires in connection with the supply of the Services.
- (b) The Customer must ensure the safety of any person gaining access to the Land and adjoining land under clause 4.5(a).
- (c) The Customer must provide such written instructions and any other information or assistance reasonably required by the Company in connection with the supply of the Services.
- (d) The Customer warrants that any information provided to the Company under clause 4.5(c) is complete and is true and correct.

4.6 Service Standards

The Company must:

- (a) supply the Services in a professional manner and with due care, skill and diligence;
- (b) comply with all statutes, acts, ordinances, by-laws, proclamations, orders or regulations affecting the supply of the Services; and
- (c) unless otherwise agreed in writing, provide at its own cost all labour, plant, tools and equipment reasonably required for the supply of the Services



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4.7 Australian Consumer Law

- (a) Where the Contract under which the Customer purchases Goods or Services is a Consumer Contract (i.e.: where the Customer is a Consumer), the Goods or Services are supplied subject to the Consumer Guarantees;
- (b) if the Goods or Services fail to meet any Consumer Guarantee, the Customer will be entitled to such rights and remedies as are permitted or provided in the Australian Consumer Law for such failure, to the extent that such rights and remedies cannot be lawfully excluded;
- (c) the Customer may only exercise any right or remedy for breach of a Consumer Guarantee strictly in accordance with the rights and responsibilities of the Customer under the Australian Consumer Law;
- (d) where Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then, unless the Company is the manufacturer of the Goods under the Australian Consumer Law, the Company's liability for breach of a Consumer Guarantee is limited at the Company's option to repairing or replacing the Goods or Services, supplying equivalent goods or services or paying the costs of the repair or replacement of the Goods or Services or of acquiring equivalent goods or services.
- (e) Where the Customer resupplies Goods to a Consumer and the Goods are not ordinarily acquired for personal, domestic or household use or consumption, the Company's liability to the Customer in connection with any breach of a Consumer Guarantee in respect of the Goods is limited to paying to the Customer an amount equal to the cost of replacing the Goods, supplying equivalent goods or services or having the Goods repaired, whichever is the lower amount.

4.8 General limitation on liability

- (a) This clause 4.8 does not limit the liability of the Company under Consumer Contracts.
- (b) The Company shall not be liable for any guarantee, warranty or representation as to the quality, performance, and fitness for purpose or otherwise of any Goods or Services unless expressed in writing and any such warranty or representation shall be limited to its express terms.
- (c) None of the Implied Terms apply to any Contract except to the extent that they cannot be lawfully excluded.
- (d) The Company's liability for breach of any provision of any such Contract or for breach of any Implied Terms which by force of law cannot be excluded from applying to any such Contract is limited at the option of the Company to repairing or re-supplying Goods or Services which have been found defective, or, paying the cost of repairing or re-supplying Goods or Services which have been found defective.



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- (e) The Company is not liable in tort for any loss or damages suffered by the Customer or by any third party.
- (f) In no circumstance whatsoever shall the Company be liable to the Customer or to any third party for any loss of data or profits, loss of anticipated savings, economic loss or interruption of business or for any indirect or consequential loss ("**Consequential Loss**") arising out of the late delivery of Goods or Services or any failure to perform or observe the Company's obligations under any Contract or Implied Terms and the Customer will keep the Company fully indemnified against any claim made against the Company by a third party for any such Consequential Loss.

4.9 Prices & GST

- (a) Unless otherwise stated all prices quoted by the Company are net, exclusive of Goods and Services Tax ("**GST**").
- (b) GST applied to all supplies of Goods or Services made by the Company and the amount payable by the Customer will be increased by a percentage equal to the prevailing of GST rate at the time of delivery of the Goods or Services

4.10 Credit payment arrangements

- (a) Where project credit has been approved for the Customer, the purchase price for the Goods or Services is payable within 14 days from the date of invoice unless other terms of payment are expressly stated on the invoice.
- (b) The Company reserves the right to withdraw approval of an Application at any time by notice to the Customer.
- (c) The Customer warrants:
 - (1) that all information set out in the Application in respect of the Customer is true and accurate; and
 - (2) that the persons whose signatures appear on the Application are duly authorised to apply for credit with the Company on behalf of the Customer.

4.11 Charge over interests in Land

- (a) The Customer charges its interest in the Land as security for the performance of its obligations in favour of the Company under a Contract for the supply of Goods and Services in respect of that Land.
- (b) the Company may lodge a caveat under the charge in clause 4.10(e) (which may be an absolute Caveat) against any title or titles to the Land to protect its interest as equitable chargee under clause 4.10(e).
- (c) If the Company lodges a Caveat on the title or titles to the Land under clause 4.10(f), the Company must immediately withdraw the Caveat on satisfaction of the Customer's obligations under the Contract.



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- (d) The Customer must pay within seven days of demand, the Company's costs of preparing and lodging the a Caveat under clause 4.10(f) and withdrawing the Caveat in accordance with this clause 4.10(g).
- (e) The Company reserves the right to request such additional security for any credit arrangements with the Customer as the Company shall in its discretion think fit and shall be entitled to withhold supply of any Goods or Services or credit arrangements until such additional security is provided by the Customer.

4.12 Personal Property Securities Act (Cth) 2009 ("PPSA")

- (a) In this clause "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.
- (b) In consideration of the Company supplying the Goods or Services to the Customer at the request of the Customer, the Customer by signing these T&C's:
 - (1) grants to the Company a Security Interest:
 - (A) 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 the Company and as security for the performance by the Customer of the obligations set out in these T&C's;
 - (B) which incorporates all of the additional security interest terms and conditions set out in the Company's standard form general security over property – Version 1.1/30 June 2021 displayed on the Company's website <http://www.harringtondrilling.com.au>.
 - (2) grants to the Company a purchase money security Interest ("PMSI") in all Goods supplied by the Company to the Customer from time to time as security for payment of the purchase price of the Goods;
 - (3) the Goods or Services coming into existence after the date of any Order will come into existence subject to the PMSI and Security Interest granted herein and these T&C's without the need for any further action or agreement by any party;
 - (4) acknowledges that the Customer has received valuable consideration from the Company for the grant of a PMSI and Security Interest and agrees that it is sufficient; and
 - (5) agrees that the PMSI has attached to all Goods supplied now or in the future by the Company to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.



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- (c) The Company reserves the right to register a financing statement in the PPSR to perfect the PMSI and/or Security Interest created under these T&C's.
- (d) The costs of registering a financing statement or a financing change statement can be charged to the Customer by the Company at the Company's complete discretion, and may, where applicable, be charged to the Customer's credit account with the Company.

4.13 Cash sales

Where no Application has been approved for the Customer, or approval of an Application is withdrawn, the purchase price of the Goods or Services must be paid in full on placement of the Order, or where expressly agreed in writing by the Company, on delivery of the Goods or Services.

4.14 Payment

- (a) All amounts payable to the Company by the Customer must be paid in \$AUD in any manner required by the Company in writing and in full without set-off on or before the due date for payment.
- (b) Any costs or charges incurred by the Company in collecting or attempting to collect overdue amounts must be paid by the Customer to the Company on demand.
- (c) The Company reserves the right to charge interest at the rate of 12% per annum on all overdue amounts owing to it. Such interest will accrue daily and is payable on demand.
- (d) Payment will not be taken to occur until all cheques tendered in discharge of amounts owing to the Company have been presented and cleared in full.
- (e) The Company reserves the right to charge the Customer a reasonable administration fee for issuing duplicate invoices, statements or other documents requested by the Customer.

4.15 Title to goods

- (a) Subject to the law, title to and property in the Goods will not pass until the Customer has paid all moneys owed to the Company on any account whatsoever.
- (b) Until the Customer has paid all moneys owed to the Company:
 - (1) the Customer must indemnify the Company against any loss, theft or damage to the Goods arising after delivery to the Customer;
 - (2) subject to PPSA, the Company retains a purchase money security interest in the Goods and the proceeds of sale of the Goods under the PPSA;
- (c) upon any resale of the Goods by the Customer:
 - (1) the Company will have the right to trace the full proceeds of sale; and

- (2) the Customer must account to the Company for such proceeds of sale and the Company may recover from such proceeds of sale any moneys then owing to the Company on any account whatsoever.
- (d) Subject to the law, the Company reserves the right to enter upon any premises for the purpose of repossessing the Goods and the Customer grants the Company a licence to enter such premises for the purpose of exercising such right.
- (e) The Customer must do all things reasonably required by the Company in respect of the registration of the Company's interest in the Goods under this clause or the enforcement of the Company's rights under the PPSA in respect of the Goods.
- (f) To the extent permitted under the PPSA, the Customer waives any right the Customer has to:
 - (1) receive notices and statements from the Company under the PPSA;
 - (2) claim damages against the Company under Section 271 of the PPSA;
 - (3) redeem the Goods under Section 142 of the PPSA; and
 - (4) reinstate the Company's security interest in the Goods under Section 143 of the PPSA.
- (g) To the extent permitted under the PPSA:
 - (1) the enforcement of the Company's security interest in the Goods shall be governed by the Contract; and
 - (2) the Company and the Customer contract out of the provisions of the PPSA in respect of the enforcement of such security interest.
- (h) The exercise of any rights under this clause is without prejudice to any other rights of recovery or other rights of the Company at law, including in respect of any workers' lien.

4.16 Quotations

- (a) Subject to clause 4.14(b), all Quotes are valid for 30 days from the date of the Quote.
- (b) Quotes are based on the current costs of supplying the Goods or Services and unless the Company has otherwise agreed, are subject to amendment by the Company before or after the date of the Quote to meet any rise and fall in such costs between the date of Quote and the date of supplying the Goods or Services.
- (c) the Company reserves the right to charge the Customer for any costs incurred as a result of the Customer varying its Order or the Contract, correcting any errors or omissions referred to in clause 14.4(d), or requiring Goods or Services urgently.
- (d) the Company will supply the Goods or Services on the basis of the Order (whether written or oral). the Company will not be responsible for any errors or omissions in



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relation to the Goods or Services where those errors or omissions result wholly or partially from incomplete or unclear instructions in the Order.

4.17 Returned goods

- (a) The Company is not under any duty to accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case.
- (b) Nothing in clause 4.15(a) affects the Customer's rights under the Australian Consumer Law or in respect of any breach of Implied Terms.

4.18 Cancellation

- (a) The Company may cancel any Contract any time before Goods or Services are delivered by giving written notice to the Customer. On giving such notice, the Company will repay to the Customer any sums paid in respect of the Goods or Services. the Company will not have any other liability in respect of such cancellation.
- (b) Subject to clause 4.4(b), the Customer may not cancel a Contract at any time except with the Company's prior written consent.
- (c) In the event that the Customer cancels a Contract otherwise than under clause 4.4(b):
 - (1) the Company may retain any deposit or other sums paid on account of the Goods or Services; and
 - (2) if payment is not already made in full, the Customer will be responsible for any losses incurred by the Company in respect of such cancellation (including loss of profits, loss of anticipated savings, economic loss or interruption of business loss or other incidental, consequential or indirect damages).
- (d) In the event the Customer cancels a Contract under clause 4.4(b), the Company will repay to the Customer any sums paid in respect of the Goods or Services. the Company will not have any other liability in respect of such cancellation.

4.19 Suspension or termination by the Company

- (a) If the Customer makes a default in any payment due to the Company for any Goods or Services supplied by the Company, commits any act of bankruptcy or enters into liquidation whether voluntary or involuntary, the Company may in its absolute discretion, suspend supply of any Goods or Services to the Customer or cancel any Contract with the Customer, without prejudice to its rights hereunder.
- (b) Any default by the Customer or cancellation, suspension or termination by the Company shall in no way prejudice any rights of the Company against the Customer whatsoever, including any right to recover any amounts due for Goods or Services, or Goods or Services previously supplied by the Company to the Customer.

4.20 Miscellaneous

- (a) A Contract may be altered in writing signed by each party.



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- (b) Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under a Contract.
- (c) A party must not assign or otherwise deal with a Contract or any right under it without the written consent of the other party.
- (d) A Contract constitutes the entire agreement between the parties about its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.
- (e) A waiver of a provision of or right under a Contract must be in writing signed by the party giving the waiver and is effective only to the extent set out in the written waiver.
- (f) The failure, delay, relaxation or indulgence by a party in exercising a power or right under a Contract is not a waiver of that power or right.
- (g) An exercise of a power or right under a Contract does not preclude a further exercise of it or the exercise of another right or power.
- (h) Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of a Contract, remains in force after the expiration or termination of the Contract.

4.21 Interpretation

In these T&C's, unless the context otherwise requires:

- (a) headings do not affect interpretation;
- (b) singular includes plural and plural includes singular;
- (c) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (d) a reference to a person includes a partnership, corporation, association, government body and any other entity;
- (e) an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (f) an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (g) a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (h) a provision is not construed against a party only because that party drafted it;
- (i) an unenforceable provision or part of a provision may be severed, and the remainder of these T&C's continues in force, unless this would materially change the intended effect of these T&C's; and



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- (j) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

5. Signature and declarations

5.1 The Customer:

- (a) agrees to be bound by:
- (1) the Credit Application (Part A);
 - (2) the Privacy Statement (Part B);
 - (3) the T&C's (Part C);
 - (4) the Security Interest Additional Terms; and
- (b) warrants that:
- (1) the information given by the Customer and the Customer contact person(s) in this Application is true and accurate;
 - (2) the Customer contact person(s) in this Application are authorised to bind the Customer; and
 - (3) the Customer has disclosed all information relevant to this Application.



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5.2 Signature by a Company

Company Name		
ACN		Date:
Director 1 Signature		
Director 1 name		
Director 2 Signature		
Director 2 name		

5.3 Signature by individuals

Person 1 Name:		Position:
Signature:		Date:
Witness name:		Witness signature:
Witness address:		

Person 2 Name:		Position:
Signature:		Date:
Witness name:		Witness signature:
Witness address:		