



KMH Group

CREDIT APPLICATION

THE POWER BEHIND YOUR PROJECT.



KMH Group - Credit Application

KMH Group Credit Application Overview

This KMH Group - Credit Application reflects the application for credit with KMH Group and its Group of Companies and must be read in conjunction with KMH Group Terms of Business;

The KMH Group refers to a group of businesses that trade under the “KMH” brand. All businesses operating under the KMH brand and are wholly owned, controlled, or administered subsidiaries and trusts of SSH Group Ltd (ABN 79 140 110 130, ASX: SSH).

KMH Group being the collective reference to:

Company Name	Trading Names	ABN
SSH Group Machinery Hire Pty Ltd	KMH Rental	96 656 965 374
Bridge Resources Pty Ltd	KMH Workforce	19 660 375 431
SSH Group Safety Trust	Ocula (AUS)	52 138 161 008

If additional subsidiaries and or trading names are launched, acquired, or otherwise introduced to the KMH Group, the KMH Group - Credit Application shall apply to any Agreement with these subsidiaries.

The Agreement

The conditions of the KMH Group - Credit Application become part of any agreement involving the provision of Services by the KMH Group (referred to as Supplier), to the individual, group, or entity described in this KMH Group - Credit Application (referred to as Client).

The following items collectively form the agreement (hereinafter referred to as the Contract);

- KMH Group Terms of Business;
- Schedule of Rates.
- KMH Group - Credit Application.

No other documents will form part of the Contract, nor will any correspondence or the like between the Supplier and the Client change the terms of Business of the Contract, including:

- Any Service Request or Purchase Order issued by the Client; or
- Any terms or conditions provided by the Client.

In the event of any conflict or inconsistency between the KMH Group Terms of Business and any terms or conditions set forth by the Client in any purchase order or other document relating to the transactions contemplated by this Contract, the KMH Group Terms of Business shall prevail.



Application Parts

This KMH Group - Credit Application is separated into two (2) parts.

Section 1. Credit Application

Section 2. Deed of Guarantee and Indemnity

Both parts **must** be completed and returned to the Supplier for the Client's application of credit to be processed and for any provision of services to be approved.

Please return the completed form to:

Email: creditapp@kmh.com.au

Post: PO Box 189, Welshpool DC WA 6986

KMH Group Office Use Only		
Credit Application Completed	Yes	No
Deed of Guarantee Completed	Yes	No
Terms Approved	Yes	No
Application Authorised	Yes	No
Name of Authorised Person		
Signature of Authorised Person		
Authorised Date		



Section 1 - Credit Application

Full Legal Business Name: _____

Trading Name: _____

Trust Details (if applicable): _____

Business Type: Sole Trader Partnership Trust Company Joint Venture

ABN: _____ ACN: _____ ANZSIC: _____

Trading Address: _____

Postal Address: _____

Primary Contact

Name: _____ Title: _____

Email: _____ Phone: _____

Accounts Payable Contact

Name: _____ Title: _____

Email: _____ Phone: _____

Purchasing and Invoicing

Are Purchase Orders issued? No Yes If yes, are Purchase Orders mandatory? No Yes

Note: Standard 14 day from invoice date terms will apply unless otherwise authorised by KMH Group

Amount of Credit requested (\$) _____

Corporations Act Compliance

Has the Client, or any officeholder of the Client been:

Under administration or receivership? No Yes

Disqualified from managing corporations under the Corporations Act 2001? No Yes

Party to any pending/outstanding material claims, arbitration proceedings, or litigations? No Yes

Has the Client, or any officeholder of the Client agreed to/have in place ATO payment plans? No Yes



Trade References

Please provide three different referees who currently offer the Client a credit limit of a similar value to the credit being applied for with the Supplier.

Reference 1

Business: _____ Credit Limit: \$ _____
Address: _____

Contact Name: _____ Phone Number: _____
Email Address: _____

Reference 2

Business: _____ Credit Limit: \$ _____
Address: _____

Contact Name: _____ Phone Number: _____
Email Address: _____

Reference 3

Business: _____ Credit Limit: \$ _____
Address: _____

Contact Name: _____ Phone Number: _____
Email Address: _____



Credit Request

The Client requests that the Supplier provide credit for the purposes of the provision of the Services to the amount set out in this KMH Group - Credit Application, and in making this application, agrees that the Supplier may, at the Suppliers absolute discretion:

- Obtain a credit report containing credit information about the Client in relation to commercial credit provided by the Supplier;
- Obtain commercial credit information from other credit providers, whose names the Client may have provided for the Supplier or that may be named in a credit report;
- Obtain a consumer credit report about the Client from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Client; and
- Request for the Clients' financial information to be submitted to the Supplier's insurer.

The Supplier will be deemed to have accepted the KMH Group - Credit Application if it allows the Client to trade with it on a credit basis, in which case all agreements between the Supplier and Client are subject to the KMH Group Terms of Business, this KMH Group - Credit Application, a Schedule of Rates provided by the Supplier, and all other documents that make up the Contract.

Important Notes

The Supplier may choose to accept or decline this application by written notice to the Client.
 The Client is not entitled to any credit facilities until it receives notice via email and or in writing by the Supplier stating that credit facilities have been granted.
 Should the Client be a corporate entity, the Supplier may request personal guarantees and indemnities to be executed by the directors of the Client before approving a credit trading account.

Client Declaration

By completing this declaration:

- I acknowledge that information in this KMH Group - Credit Application will be relied on by the Supplier and certify that the information set out herein is true and correct;
- I am authorised on behalf of the Client to sign this KMH Group - Credit Application and make an application for credit with the Supplier;
- I acknowledge that as part of this application process the Supplier will assess our creditworthiness;
- I certify that the Services purchased from the Supplier will be used for commercial purposes only, and not for any personal, domestic, or household purpose; and
- I have read and understood this Credit Application Form and confirm acceptance of the KMH Group Terms of Business which form part of and are intended to be read in conjunction with this application for credit.

Signature of Authorised Person

Date

Name

Title

Section 2 - Deed of Guarantee and Indemnity

Definitions

CLIENT	means the individual, group, or entity described in
Section 1 - Credit Application of this KMH Group - Credit Application	
DEED	means this
Section 2 - Deed of Guarantee and Indemnity.	
GUARANTOR	means the person or persons named in the Schedule hereto.
SUPPLIER	means KMH Group and its Group of Companies as described in the KMH Group Credit Application Overview.
APPLICATION	means this KMH Group - Credit Application

Guarantee and Indemnity

The Guarantor hereby irrevocably and unconditionally:

- Guarantees to the Supplier the obligations of the Client to make payment of all monies due now or any time in the future under this Application (**Guarantee**); and
- Indemnifies the Supplier for all losses, liabilities, damages, costs, charges, and expenses (including legal costs and expenses) which may be suffered or incurred by the Supplier that can be attributed to the failure by the Guarantor to perform its obligations under the Guarantee. (**Indemnity**).

The Guarantor acknowledges:

- That this Guarantee and Indemnity is intended to take effect as a Deed Poll and is for the benefit of Supplier;
- That this Deed Poll may be relied on and enforced by the Supplier in accordance with its terms even though the Supplier is not a party to this Deed Poll;
- That this Guarantee is a continuing guarantee that shall extend to the ultimate balance of all monies owed by the Client to the Supplier;
- That this Guarantee and Indemnity is given in consideration of the Supplier granting credit to the Client described in this Application; and
- That the credit limit (if any) provided in this Application shall not affect the scope of this Guarantee and Indemnity.

The Guarantor agrees:

- To charge all real and personal property owned or in the future acquired by the guarantor(s) to secure payment of all monies which are or may become owing under this agreement and or this Deed and consents to an absolute caveat being registered by the Supplier at any time in respect of such land;
- To pay any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, shall be paid by the Guarantor(s);
- Providing that those fees do not exceed the scale of charges as charged by that debt collection agency/solicitor; and
- To pay all duties, fees and expenses associated with the grant of this guarantee and the registration of any caveats, withdrawal of caveats, and stamp duty.



Jurisdiction

Legal action initiated by the Supplier against the Guarantor(s), arising from non-payment of account for any reason whatsoever, shall be commenced in the Courts of Western Australia and shall remain in the Courts of Western Australia until Judgment where after the Supplier may transfer such judgment to another state of Australia or country.

Schedule

Nature of this Deed Poll

All directors of the Client must be Guarantors, or if the Client is a trust, all trustees (including corporate trustees) must be Guarantors.

Before signing this Deed Poll, each Guarantor should:

- Read the Deed Poll and the KMH Group Terms of Business carefully in its entirety;
- Be aware that by signing this legal document you each agree to the terms of this Deed Poll;
- Seek your own independent legal advice before signing this Deed Poll.

Guarantor 1	Full Name:	_____	
	Residential Address:	_____ _____	
	Date of Birth:	_____	Contact Number: _____
Guarantor 2	Full Name:	_____	
	Residential Address:	_____ _____	
	Date of Birth:	_____	Contact Number: _____
Guarantor 3	Full Name:	_____	
	Residential Address:	_____ _____	
	Date of Birth:	_____	Contact Number: _____

Make additional copies of page 8 and page 9 if details for more than three Guarantors must be recorded.



Executed as a Deed Poll

This Deed of Guarantee is executed by the undersigned in the presence of the named witnesses:

Guarantor 1

Signature

Printed Name

Date

Witness

Signature

Printed Name

Date

Guarantor 2

Signature

Printed Name

Date

Witness

Signature

Printed Name

Date

Guarantor 3

Signature

Printed Name

Date

Witness

Signature

Printed Name

Date

Make additional copies of page 8 and page 9 if details for more than three Guarantors must be recorded.