



MACKA'S
SAND & SOIL
SUPPLIES

2684 Nelson Bay Road
SALT ASH NSW 2318
P: 02 4982 6227
F: 02 4982 6506
M: 0408 490 911
Email: accounts@mackas.com.au

30 DAY TRADING ACCOUNT APPLICATION

The customer described below requests a trading account with Grafil Pty Ltd Trading as Macka's Sand & Soil Supplies (Macka's Sand & Soil Supplies under the terms and conditions disclosed in this document and submit the following information.

Full Name of Applicant / Entity: ("Customer")

Trading Name (if applicable):

Street Address: Post Code:

Postal Address: Post Code:

Tel Business: Facs Number: Email:

A.B.N. (Tick appropriate box) Sole Trader Partnership Company

Full Name of Applicant and Address	Date of Birth	Home Phone No.	Mobile Phone No.
.....
.....

Accounts Payable contact: Name: Tel: Email:

Associated Companies / Business: ABN.

Has the business or principals traded under any other name? Yes No (circle)
If yes state previous business name/s:

Business Established (yrs): Length of Ownership (yrs): Are Business Premises owned: Yes No (Circle)
Have any of the current Directors/Proprietors ever been declared bankrupt, entered into a Part X agreement or had a court judgement against them?
Yes No (circle) If yes state details;

Trading account limit sought: \$ Estimated Usage per month

Name and phone no. Of 3 **current** Trade References: \$ Per Month

1. Phone: \$ Per Month

2. Phone: \$ Per Month

3. Phone: \$ Per Month

Privacy Act

The customer warrants that all information set out in this application is true and correct in every particular. Macka's Sand & Soil Supplies informs the customer (in accordance with section 18E (8)(c) of the Privacy Act 1988 ("the Act"), and the Customer acknowledges, that items of personal information about the Customer) including information in this application and information arising through the conduct of the Macka's Sand & Soil Supplies account, and permitted to be kept on a credit information file, might be disclosed to a credit reporting agency. The Customer irrevocably and specifically agrees:

- (a) for the purposes of sections 18L(1)(4) of the Act, that Macka's Sand & Soil Supplies may use the information of the kind referred to in that section for the purpose of assessing my application;
- (b) for the purposes of sections 18K(1)(b) and 18K (1)(h) of the Act, that a credit reporting agency may disclose personal information from the Customers credit information file to Macka's Sand & Soil Supplies for the purpose of assessing its application for commercial credit by the Customer and for the purpose of the collection of payments that are overdue in respect of commercial credit provided by Macka's Sand & Soil Supplies; and
- (c) For the purpose of section 18N(1)(b) of the Act;
 - (i) that Macka's Sand & Soil Supplies may disclose information derived from a report or the entire report in its possession or control (or which has been in its possession or control) to another credit provider for the purpose of providing a reference or references to that other credit provider; and
 - (ii) that other credit provider may disclose information derived from a report or the entire report in its possession or control to Macka's Sand & Soil Supplies, for the purpose of providing a reference or references to Macka's Sand & Soil Supplies
- (d) that Macka's Sand & Soil Supplies may obtain from a credit reporting agency and use my credit report (or any derived information) for assessing any application for credit made by me from time to time.
- (e) the above personal information is collected in order to assess the credit worthiness of the Customer. The main consequence for the Customer of not providing the information requested above is that the Customer may be refused credit by Macka's Sand & Soil Supplies. For the same purposes, Macka's Sand & Soil Supplies may disclose personal information to Macka's Sand & Soil Supplies related companies and service providers, or where we are required by law to do so. The Customer has certain rights to access personal information held by Macka's Sand & Soil Supplies about the Customer. To do this, the Customer should please contact Macka's Sand & Soil Supplies.

Further, I / We certify that I / We are authorised by the Customer to make this application and provide the information above, to agree to the terms and conditions of sale and supply above and overleaf for and on behalf of the Customer and undertake to supply further details as required by Macka's Sand & Soil Supplies in establishing the Customer's credentials.

Signature: Date:
Signature of Customer (to be signed by Director if Customer and by each partner if the customer is a partnership)

Signature: Date:

Full Name:
Please Print Full Name

Full Name:
Please Print Full Name

Position:

Position:

IF THE CUSTOMER IS A COMPANY, A TRADE ACCOUNT GUARANTEE IS REQUIRED FROM ALL DIRECTORS.

OFFICE USE ONLY: O/S:

REF: 1

2

3

SIG:



MACKA'S
SAND & SOIL
SUPPLIES

2684 Nelson Bay Road
SALT ASH NSW 2318
P: 02 4982 6227
F: 02 4982 6506
M: 0408 490 911
Email: accounts@mackas.com.au

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Company means Grafil Pty Ltd Trading as Macka's Sand & Soil Supplies ABN 83 002 240 922 (and its successors and assigns and its agents). "goods" means all products and services agreed to be sold or supplied by the Company to the Customer under any agreement or arrangement between the Company and the Customer.

2. GENERAL

If the Company approves and accepts the Customer's application for a trading account (and other related documentation such as, where the Customer is a company, a trade account guarantee), then the agreement between the Company and the Customer resulting from such acceptance and each agreement made between the Company and the Customer for the sale or supply of goods to the Customer by the Company is governed by these terms of agreement. If there is any inconsistency between these terms and conditions, the terms and conditions stipulated or referred to by the Customer or any provision contained in any materials or literature prepared by the Company, the terms and conditions disclosed in this document shall prevail.

3. PRICE

All prices quoted by the Company or stated in the Company's price list are effective as at the date on which the price is quoted and are subject to alteration without notice to the Customer. All prices are exclusive of any delivery costs (including freight, loading and insurance) and government charges (including GST) which, if applicable will be for the Customer's account. Unless otherwise agreed in writing by the Company the price payable by the Customer will be the price prevailing at the time of despatch of the goods by the Company to the Customer which price shall be due and payable in full by the payment date being end of month following month of despatch.

4. PAYMENT

The purchase price for the goods is due and payable to the Company by the Customer on the payment date calculated. The Customer shall be in default if payment in full is not made by the date and, without limiting any other rights of the Company, the Customer shall pay to the Company, by way of liquidated damages, interest on the amount outstanding or on so much thereof as remains outstanding calculated from the due date of payment until payment is made in full. The rate of interest shall be 18% per annum (or such other rates as the Company may publish from time to time in lieu of that rate), calculated daily. Any costs of collecting including, but not limited to, legal costs incurred by the Company in respect of any overdue amount are recoverable from the Customer by the Company as a debt immediately due, owing and payable to the Company by the Customer on a full indemnity or solicitor-client basis at the Company's election.

5. CLAIMS

It is the responsibility of the Customer to verify for itself at the time of supply that the quantity, quality and type of goods supplied in accordance with the Customer's order. Any claim for short or wrongful supply of goods must be notified by the Customer to the Company at the time of supply of the goods. Within 14 days thereafter full particulars and substantiation of the claim shall be made by the Customer in writing to the Company. Any claim which the Customer does not notify or substantiate within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

6. DESCRIPTION

Any description of the goods is given by way of identification only and the use of such description shall not constitute this or any agreement between the Company and the Customer a contract for sale by description.

7. IMPLIED TERMS

All conditions and warranties howsoever expressed or implied are hereby expressly excluded to the full extent permitted by law. Where so permitted the liability of the Company for a breach of a condition or warranty that cannot be excluded is limited to the Company's option to the replacement or rectification of the goods or supply of equivalent goods or the cost of replacing or rectifying the goods or of acquiring equivalent goods.

8. INDIRECT LOSS

So far as the law permits the Company shall not be liable in any way whatsoever for any indirect or consequential loss or loss of profit including in particular, but not limited to, any loss by reason of delay, defective or faulty ingredients or workmanship, negligence or any act, matter or thing done, permitted or omitted to be done by the Company.

9. DELIVERY

Unless otherwise expressly agreed by the Company in writing all goods will be supplied ex plant. Any time or date quoted by the Company for availability of goods ex plant is an estimate only and the Company shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to supply all or part of the goods on a particular date or at a particular time. If the Company determines that it is or may be unable to supply within a reasonable time or at all, the agreement may be cancelled by it. In the event of cancellation the Customer shall have no claim against the Company for any damage, loss, cost or expense whatsoever. The Customer shall not be relieved of any obligation to accept or pay for the goods by reason of any delay in supply.

10. PROPERTY AND OWNERSHIP OF THE GOODS

Property and ownership of the goods does not pass to the Customer, and remains with the Company until payment to the Company by the Customer of the whole of the purchase price of the goods and all other amounts unpaid to the Company by the Customer. Until property and ownership of the goods passes to the Customer the Customer has no right, title or interest to or in any of the goods and holds the goods as fiduciary, bailee and agent for the Company.

11. RISK

Unless otherwise agreed in writing, all risk in and to the goods purchased shall pass to the Customer upon despatch of the goods to the Customer or its agent or to a carrier commissioned by the Customer. Without in any way limiting the operation of the foregoing, upon delivery of the goods to the Customer or its agent or to a carrier commissioned by the Customer, the Customer covenants and warrants to the Company that, in the storage and handling of the goods, the Customer and his agents and carriers shall comply with all relevant environmental laws and all relevant permits and licenses, and the Customer shall ensure that the Customer and his agents and carriers are familiar with, and adhere to, all the necessary and appropriate precautions and safety measures relating to the storing and handling of the goods (including, but not limited to, the Company's policies and procedures for handling the goods at the Company's or its agents' premises).

12. PERFORMANCE AND REPRESENTATIONS

The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing either in respect of the fitness of the goods for any particular purpose or any other matter.

13. WAIVER

Any waiver by the Company under this agreement must be in writing and signed by the Company. Failure by the Company to insist upon strict performance of any term, warranty or condition of this agreement shall not be deemed a waiver thereof or of any right the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term warranty or condition.

14. NOTICES

Any notices given by the Customer to the Company shall be sent in writing to the Company by prepaid mail to, delivered at, or transmitted electronically (including by facsimile) to the Company's address above or as otherwise specified by the Company. No such notice served on the Company shall be deemed to have been given until it is actually received at such address and, if received after 4pm on any business day or a non-business day, on the next following business day. Any notice given by the Company to the Customer shall be sent in writing to the Customer by prepaid mail to, delivered at or transmitted electronically (including by facsimile) to the last address provided by the Customer to the Company as tis postal, facsimile or other electronic address, and shall be deemed to have been received by the Customer if sent by post, on the second business day after its posting; if sent by facsimile, on the day of transmission if a business day (otherwise on the next following business day) and on receipt of a complete transmission report; or if sent electronically otherwise than by facsimile, upon receipt by the Company of acknowledgement of receipt by the Customer.

15. GOVERNING LAW

This and any other agreement between the Customer and the Company for the sale or supply of goods is made in New South Wales, and is governed by, takes effect and must be construed in accordance with the laws of New South Wales. The Customer and the Company irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of the hearing and determination of any action or other proceeding concerning the same.

DEED OF GUARANTEE AND INDEMNITY

THIS DEED made the

day of

20

BETWEEN **GRAFIL PTY LIMITED (ABN 83 002 240 922) t/as MACKA'S SAND & SOIL SUPPLIES** of 2684 Nelson Bay Road, Salt Ash, in the State of New South Wales (hereinafter referred to as "Macka's")

AND ----- of -----

Person's name

Home address (hereinafter referred to as "the Guarantors")

WHEREAS in consideration of Macka's agreeing to supply to the company who is named as ----
----- (referred to as "the customer") with goods and/or services from time to time as requested by the customer, we the undersigned guarantors **HEREBY JOINTLY AND SEVERALLY** agree with Macka's to guarantee the customer's obligations to Macka's in accordance with this Deed:

1. To guarantee and to be answerable to Macka's for the due payment by the customer of all monies now or from time to time hereafter owing to or unpaid to Macka's on any Tax Invoice provided to them by Macka's including but without limiting the generality of the foregoing, any interest accruing on any monies or unpaid and any legal costs and disbursements incurred by Macka's in enforcing payment by the customer of any such monies. Interest is to accrue at the rate as prescribed at the time under the Supreme Court Rules of New South Wales.
2. This Deed of Guarantee and Indemnity shall constitute a continuing guarantee to Macka's for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1 any variation or novation of the agreement as contained in the invoice between Macka's and the customer.
 - 2.2 the winding up of the customer or the entry by the customer into a Deed of Company Arrangement whereby any debt due and owing by the customer to Macka's is extinguished or otherwise not recoverable.
 - 2.3 any extension of payment time or other indulgence granted by Macka's to the customer or by any arrangement entered into whereby Macka's rights are in any way modified or abrogated and no further notice of the granting of any extension

of payment time or indulgence or of the entering into any arrangement need to be given to the guarantor.

- 2.4 the payment by the customer of monies to Macka's which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect Macka's' right to recover such monies from the guarantor.
- 2.5 any legal limitation, disability or incapacity of the customer or any other circumstances whatsoever and any monies may be recoverable from the guarantor as if they were the customer.
3. The guarantor hereby indemnifies Macka's in respect of all amounts payable by the customer to Macka's on account of goods and/or services supplied by Macka's to the customer, and all costs and interest which the customer may be required to pay Macka's, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the customer of an administrator under the provisions of the Corporations Act or any Deed of Company Arrangement entered into by the customer.
4. The guarantor shall be liable to Macka's for all legal costs (on an indemnity basis) for proceedings for recovery under this guarantee.
5. It is expressly declared that despite the fact that this Deed of Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person, it shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons despite the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. The guarantor hereby charges all property, both equitable and legal, of the guarantor in respect of any monies that may hereinafter be owing to Macka's under this guarantee by the guarantor or otherwise and hereby authorize Macka's or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the guarantor at any time.

7. This guarantor and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect to this Deed of Guarantee and Indemnity.
8. In this guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender includes each of the other genders, and words importing persons include firms, unincorporated bodies and corporations.

SIGNED SEALED AND DELIVERED THIS day of20

EXECUTED for and on behalf of
GRAFIL PTY LIMITED t/as MACKA'S
SAND & SOIL SUPPLIES in accordance
 with Section 127(1) of the Corporations
 Act 2001:

.....
 Signature of Director

.....
 Signature of Secretary

.....
 Name of Director

.....
 Name of Secretary

SIGNED SEALED & DELIVERED by

 in the presence of:

.....
 Signature of witness

.....
 Signature of guarantor

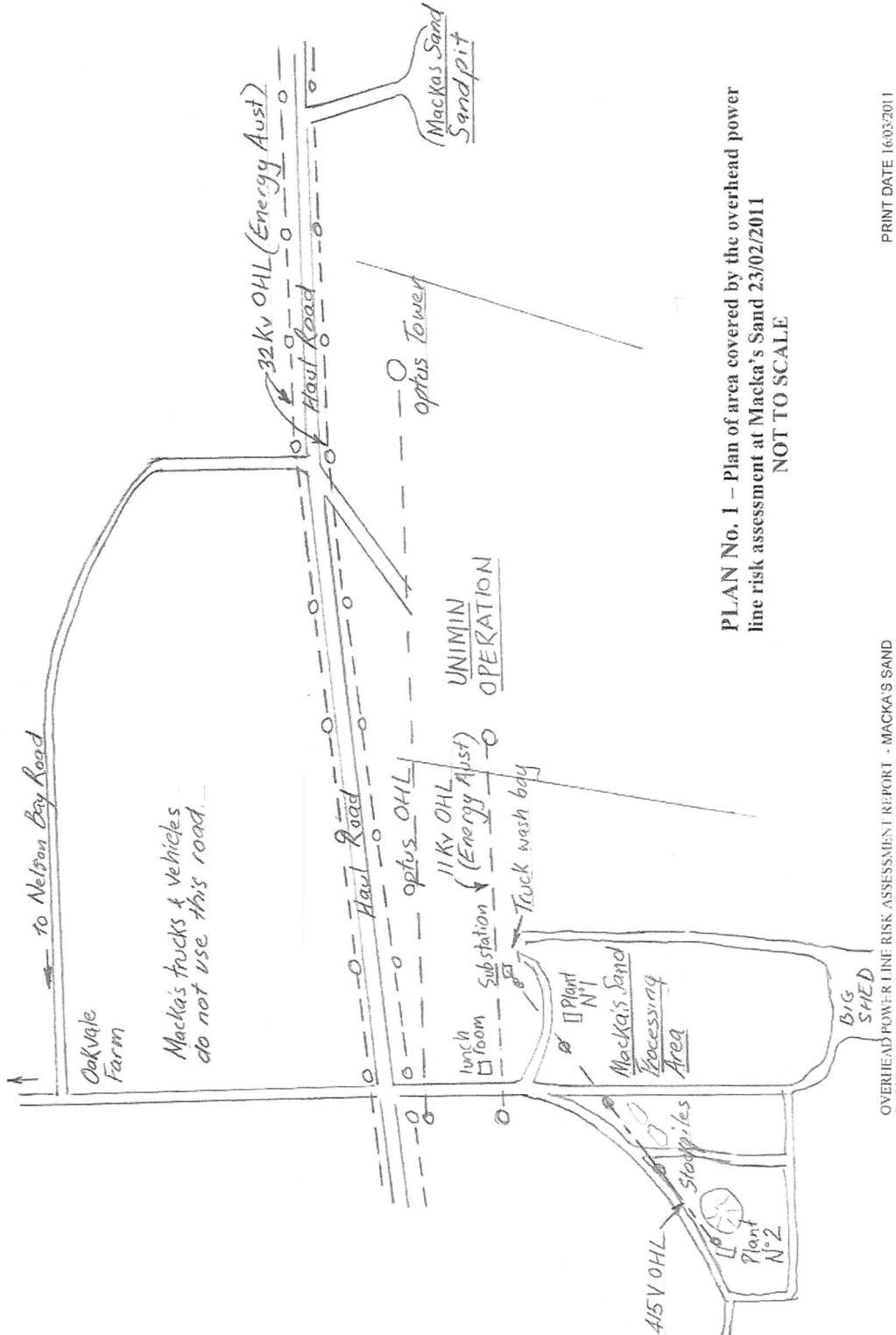
.....
 Name and address of witness

**IMPORTANT NOTE: YOU SHOULD SEE INDEPENDENT LEGAL ADVICE BEFORE
 SIGNING THIS DOCUMENT**



MACKA'S
SAND & SOIL
SUPPLIES

PLAN OF MACKA'S SAND OVERHEAD POWERLINES



PLAN No. 1 – Plan of area covered by the overhead power
line risk assessment at Macka's Sand 23/02/2011
NOT TO SCALE

PRINT DATE 16/03/2011

OVERHEAD POWER LINE RISK ASSESSMENT REPORT - MACKA'S SAND



2684 Nelson Bay Rd Salt Ash NSW 2318
P:02 4982 6227 M: 0408 490 911 F: 02 4982 6506

SAFETY RULES FOR ALL CUSTOMERS & VISITORS

Every visitor must read and complete a Safety Rules Form /Questionnaire before entering the mine site. Your signature indicates acceptance of all these rules and conditions. A copy will be issued for your future reference and will be required for renewal every two years.

Persons under the age of seventeen (17) are not permitted entry to the mine area unless accompanied by an adult who has completed and signed this questionnaire. The driver accepts responsibility for all passengers whilst on the mine site.

Each visitor must report to the person in charge of the mine before entering by contact on UHF Channel17, if unanswered by phone 0408 490911.

Truck drivers and passengers are not permitted outside the cabin during loading.

Visitors must wear PPE whilst on site this includes: (safety steel cap boots, Hi-Vis work wear or vest).

Tarping and untarping may only be carried out in designated areas. All loads must be covered before leaving the mine site. There is to be no walking on gunnels whilst covering the loads.

The truck driver must take all care and responsibility for tarping and untarping loads.

All signs must be obeyed. These include: Speed Limit 20 Km/hr and Danger Overhead Powerlines

Earth moving equipment has the right away at all times and must be given as much room as possible.

The loader operator **MUST** be notified before the truck moves behind his machine.

Do not approach **ANY** loader or truck unless the operator is aware of your approach, has stopped the machine and opened the cabin door. If in any doubt do **NOT** approach.

All visitors and drivers must be aware of the presence & danger of the overhead powerlines on site.
No vehicle above 4.5 metres is allowed on site to travel under the high voltage overhead power lines.

Truck drivers **MUST** not travel on site with a raised tray to avoid contact with **overhead powerlines and electrocution**. Should contact be made with an overhead power line drivers are not to leave vehicle until power is isolated. Notify management immediately to isolate power.

Fire extinguishers and First Aid kits are located in the site office and Control room.

Any accident or dangerous incident must be reported in writing to the person in charge at the mine. Copies of the Company's detailed Mine Safety Management Plan are available to be read at office.

No Alcohol, illegal drugs and firearms are to be taken onto the mine site. Any person under the Influence of alcohol or drugs will be escorted from the mine site.

Damage to property, verbal abuse and or physical abuse, skylarking, unsafe work practices and the breaking of any Company site rules will require the person to leave immediately.

No movement of trucks with bins raised on mine site at any time.

IN CASE OF EMERGENCY DIAL 000; notify management immediately.



ENTRY CONDITIONS & OPERATIONAL HOURS

Operational hours are as follows; (subject to change without notice)

In consideration of our neighbours and for safety of road users the following shall apply:

All drivers attending Macka's Sites must;

- ✓ Follow all sign posted speed limits and instructions
 - **Speed limit Macka's Sand 20km/hr**
 - **Speed limit Oakvale Drive 50km/hr**
 - **Speed limit Nelson Bay Road 80km/hr**
 - **Speed limit In Pit Area 10km/hr**
- ✓ **Not use Engine brakes** whilst on Macka's Sand sites or on any other roads within built up areas, in accordance with the NSW road regulations. This includes the roads as stated above.
- ✓ Give way to all earth moving equipment.
- ✓ Anyone seen discarding rubbish on site, will be banned from the site's
- ✓ Be aware that Macka's Sand will continue to **monitor all trucks** that enter and exit the site.
- ✓ Be aware that customers not adhering to the conditions above will be given one warning. Further breaches will result in refusal of entry to the mine site and account closure.

Further information can be obtained by contacting Robert Mackenzie on 0408 490 911

Salt Ash Site	
MONDAY – THURSDAY	6am – 10pm
FRIDAY	6am – 5pm
SATURDAY	6am – 12pm
Williamtown	
MONDAY – FRIDAY	5am – 5pm
SATURDAY	5.30am – 12pm

I /We the undersigned have read and agree to abide by the conditions above.

Date: _____ Company Name: _____

Managers Name: _____ Signature: _____

Drivers Name: _____ Signature: _____

After signing this form, please hand to the loader operator or fax to the office: 02 49826506

Thank you in anticipation of your continued co-operation.

12.1 EMERGENCY PROCEDURE

IN AN EMERGENCY: Ring 000 or 112 (mobile)

1. RAISE THE ALARM – ADVISE MANAGEMENT IMMEDIATELY (two-way, mobile or in person) say: **“emergency, emergency”** give details what has happened

2. IF URGENT - RING 000 OR 112 (mobile) for emergency services otherwise management will make the call

When you ring 000 tell the operator:

- the service you require: ambulance / fire brigade / police
- what has happened and whether people are injured
- the number of people that are injured and extent of injuries
- address and directions to quarry:

Address: Macka's Sand
Oakvale Drive, SALT ASH

Nearest Cross Road: Nelson Bay Road

Contact name & number: give your own name and phone number
OR Robert Mackenzie (Mobile: 0408 490 911)
Macka's Sand 02 4982 6227

ONLY TAKE IMMEDIATE ACTION IF SAFE TO DO SO, OTHERWISE AWAIT HELP

FIRE	INCIDENT & INJURY	ELECTRIC SHOCK	Contact with Overhead Powerline (OHL)
Ensure all persons accounted for & out of danger. Call for fire brigade if required on 000	Check area is safe to enter & isolate energy.	Isolate electric power if safe to do so.	Stay on vehicle until power isolated, stepping off can cause death, call for help over 2 way; only get off if life threatening, jump with 2 feet together
If safe to do so remove all plant from area.	Remove people from danger if safe to do so, render first aid if trained. Call ambulance on 000 if required.	Do not touch burns, blisters or remove clothing.	To isolate power: for Energy Aust OHLs call 13 13 88 for Macka's Sand OHL – check isolator at main switch room – call J A Martins 49137000
Only attempt to extinguish fire if safe to do so (isolate energy)	Comfort person and await assistance/ ambulance.	Render first aid if trained, await medical assistance.	Beware: Keep clear of vehicle which has made contact with overhead lines; tyres may explode.
Assist fire brigade to fire site.	Injured person to hospital or medical centre.	Person must receive medical examination & ECG test.	Person must receive medical examination & ECG test.

Once notified the production manager will:

- take control of the situation and direct people to provide assistance
- post person at front gate to provide direction to the emergency services when they arrive and prevent unauthorised entrance
- all other people to meet outside lunch room (Muster Area)
- notify the DPI inspectors of mines:
Rob McLaughlin 0447639069 or Mat Barnes 0409844342
DPI Maitland Office 02 4931 666

DOCUMENT No.	VERSION	APPROVED	DOCUMENT NAME	PAGE No.	PRINT DATE
12.1	V2	9/05/11	EMERGENCY PROCEDURES	PAGE 1 OF 1	27/07/2011

Questionnaire

After reading the previous pages, please complete this short questionnaire and place on the desk in the lunch room or fax to 02 4982 6505.

Questions	Answers	Office use
The speed limit along Oakvale Drive is?		
The speed limit along Nelson Bay Road is?		
What is the speed limit a) from the cattle grid to the mine site? b) within the mine site?	a) b)	
Is it permissible to use the engine brake on Nelson Bay Road and Oakvale Drive?		
Have you read and understood the electrical emergency procedure?		
What is the maximum height that can be driven under power lines?		
Who has the right of way at all times within the mine site?		
What is the channel for contacting the loader driver?		
What precautions should be taken before driving behind loaders?		
What type of PPE must be worn?		
It is permissible to drive around with bins up?		
Do you understand that you are responsible for your own safety and that of any passengers?		
What are you required to do with regards to buses on Nelson Bay Road?		

Declaration:

I have read and understand the safety rules for Macka's Sand & Soil Supplies mine site.

Signature: _____

Print Name: _____

Company: _____

Date: _____

Office use	Follow up required	Yes	No	Sig.
------------	--------------------	-----	----	------