

1. CUSTOMER DETAILS

- a. **Company Name:** _____ Telephone: _____
 b. **Trading Name:** _____ Facsimile: _____
 c. **Trading Address:** _____
 _____ Post Code _____
 d. **Postal Address:** _____
 _____ Post Code _____
 e. **Contact Names:** Purchasing: _____ Accounts Payable: _____

2. BUSINESS DETAILS

- a. **Nature of Business:** _____
 b. **Date of Incorporation:** _____ **State of Incorporation:** _____ **A C N:** _____
 c. **How long has business been trading:** _____ **A B N:** _____
 d. **Number of Branches:** _____ **No. of Employees:** _____
 e. **Are business premises owned / leased / rented:** _____
 f. **If leased / rented supply lessee / landlords name:** _____
 g. **Special Delivery Instructions:** _____
 h. **Products Used:** _____

3. PROPRIETORS / DIRECTORS DETAILS

3.1 Full Name(s) and address(es) of sole trader, partners, directors

- a. _____ Position: _____
 _____ Telephone: _____
 Drivers licence No : _____ D.O.B : _____
 b. _____ Position: _____
 _____ Telephone: _____
 Drivers licence No : _____ D.O.B _____
 c. _____ Position: _____
 _____ Telephone: _____
 Drivers licence No : _____ D.O.B _____
 d. _____ Position: _____
 _____ Telephone: _____
 Drivers licence No : _____ D.O.B _____

3.2 Has any proprietor / director been registered under any part of the Bankruptcy Act or under any special financial arrangement or involved in Company or Business which has been liquidated or under external administration? YES / NO
 If Yes, please provide details:

4. TRADE REFERENCES

Company & Contact Name:	Suburb / State:	Avg. Monthly Spending (\$):	Telephone no:	Fax no:
a. _____	_____	_____	_____	_____
b. _____	_____	_____	_____	_____
c. _____	_____	_____	_____	_____
d. _____	_____	_____	_____	_____

5. FINANCIAL DETAILS OF THE APPLICANT

5.1 EXPECTED PURCHASE PER MONTH \$

- 5.2 **Bank:** _____ **Branch: (BSB)** _____ **Account No.** _____
 5.3 **If Company: Nominal Capital:** \$ _____ **Paid Up Capital:** \$ _____

6. DECLARATION OF TERMS AND CONDITIONS OF SALE AND PRIVACY ACT AUTHORISATION

This authorisation relates to the Privacy Act 1988 and MUST BE COMPLETED IN FULL PRIOR TO US PROCESSING YOUR CREDIT APPLICATION.

Agreement that the Supplier may seek consumer credit information (Section 18K (1) (b), Privacy Act 1988).

If the Supplier considers it relevant to assessing my/our application for commercial credit, I/we agree to the Supplier obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the Supplier.

Agreement that the Supplier may use a credit report about me for collecting overdue payment (Section 18K (1) (h), Privacy Act 1988).

If the Supplier considers it relevant to collecting overdue payments in respect to commercial credit provided to me/us, I/we agree to the Supplier receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

Agreement to the Supplier seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N (1) (b), Privacy Act 1988).

I/we agree that the Supplier may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangement. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand the information may be used for the following purposes:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this account where I am in default with other credit providers
- to assess my/our credit worthiness

Guarantor's agreement (Section 18K (1) (c), Privacy Act 1988)

In consideration of the Supplier agreeing to supply goods on credit to the applicant, I/We jointly and severally agree to the terms and Conditions of Sale herein. Further I/we agree to your 30 Day Nett Trading Terms (i.e. payment is due within 30 days after end of month in which delivery is made) and understand that credit facilities may be withdrawn without notice and/or interest (at the interest rate set by the Penalties Interest Rates Act from time to time) and collection expences charged on overdue accounts placed in the hands of our Collection Agents or Solicitors.

I/we agree that the Supplier may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to the borrower.

I/we agree that if the Supplier approves the borrower's application for credit this agreement remains in force until the credit facility covered by the borrower's application ceases.

TO BE SIGNED BY ALL DIRECTORS

Signed: By the said	Print Name
Signed: By the said	Print Name
Signed: By the said	Print Name
Signed: By the said	Print Name

In the presence of:

Print name and address of witness:

E-STEEL (AUST) PTY LTD to Complete:

Credit Limit approved: \$	Terms approved:
Approved / Declined By:	Date: Acceptance / refusal letter sent date:

Unless agreed otherwise by E-Steel in writing these Terms and Conditions of Sale apply to

all orders for goods ("goods") accepted by E-Steel and all quotations for the supply of goods accepted by the Customer.

- 1) Payment for goods is to be made in cash not later than the end of the month following the month in which goods are delivered or are made available for delivery. E-Steel reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery if in the sole opinion of E-Steel this is warranted.
- 2) E-Steel shall be entitled to charge interest on all accounts not satisfied in accordance with clause 1 at the rate set by the Penalty Interest Rates Act 1983 (Vic) from time to time which shall be calculated from the date upon which moneys become due and payable up to the date of payment in full at the sole discretion of E-Steel. In addition E-Steel shall be entitled to charge the Customer an administration fee for the costs of recovery of overdue accounts.
- 3)
 - (a) Legal and equitable title in goods shall not pass to the Customer until the purchase price for those goods has been paid in full to E-Steel by the Customer but risk in the goods shall pass to the Customer upon delivery.
 - (b) Until such time as title passes in accordance with paragraph (a) above the Customer shall hold the goods as bailee for and agent of E-Steel on the terms set out below.
 - (c) Pending transfer of title, the Customer may use the goods as agent of E-Steel and as authorised by E-Steel to manufacture new products. The products resulting from such manufacture will be the property of E-Steel.
 - (d) The Customer is authorised to sell, or agree to sell, the goods or any manufactured products as agent of E-Steel until such time as title passes to the Customer PROVIDED THAT the Customer shall not represent or hold out to any third parties that it is acting as agent of E-Steel and E-Steel shall not be bound as principal by any contracts between third parties and the Customer.
 - (e) Without prejudice to any other rights which E-Steel may have under this contract or at law, E-Steel shall be entitled to enter upon the Customer's premises and repossess the goods or any manufactured products in which the goods have been used without notice upon the occurrence of any of the following events:
 - (i) the Customer, being a natural person, commits an act of bankruptcy, or is declared insolvent;
 - (ii) where the Customer is a corporation, proceedings are commenced to wind up the Customer or the Customer is placed under official management or a receiver is appointed over the Customer's undertaking or property or any part thereof or the Customer is placed under any other form of insolvent administration;
 - (iii) the Customer enters into some arrangement or assignment for the benefit of its Creditors;
 - (iv) the Customer disposes of or parts with possession of the goods otherwise than as expressly authorised by this contract;
 - (v) the Customer, in the opinion of E-Steel, is in breach of any terms of this contract.
- 4) Prices contained in quotations for the supply of goods are exclusive of GST unless such quoted prices state that GST is included. The Customer shall be responsible for the payment of any GST or like tax payable in respect of goods supplied to the Customer and any such tax shall be in addition to any quoted prices unless such quoted prices state that GST is included.
- 5) The Customer shall be liable for payment of any charges for the delivery of the goods unless otherwise agreed to in writing between E-Steel and the Customer before the goods are despatched.
- 6) If at any time before delivery of goods or performance of any work by reason of war, strike, lockout, cessation or shortened hours of labour, transport delays, delay in delivery by Supplier's suppliers, accidents, destruction of or damage to E-Steel's works or business or those of its suppliers, Government interference with or control of the operation of the works or business of E-Steel or its suppliers, or any cause whatsoever beyond the control of E-Steel, E-Steel is prevented from making delivery or performance at the time stipulated E-Steel shall be entitled at its option either to extend the time for delivery or performance for a reasonable period or to determine the contract and the Customer shall in consequence have no claim for damages, but without prejudice to E-Steel's rights to recover all sums owing to it in respect of deliveries made or services performed prior to the date of such determination and to recover all payments made or expenses incurred by E-Steel in connection with the contract.
- 7) All goods supplied will be at the Customer's risk if delivered to a requested point of delivery unless the Customer requests any other arrangements which are agreed to by E-Steel in writing.
- 8) It is the responsibility of the Customer to notify E-Steel in writing of the nature, standard and specifications of the goods required to be supplied. Subject to any limitation expressed or implied by statute E-Steel does not give any advice, make any recommendation or provide any warranty in relation to the suitability of goods ordered by the Customer for the purpose or use to which the goods are to be put by the Customer or any third party.
- 9) Goods proved to be defective as a result of action or inaction on the part of E-Steel or its supplier will be replaced at the place of original delivery provided written notification of the defect be given to E-Steel within seven (7) days from the date of delivery and the goods are returned, except if destroyed, by the Customer to E-Steel's works, warehouse or depot from which they were purchased. In no circumstances will any other allowance be made or compensation or damages paid in respect of defective goods or for non-delivery where goods delivered are claimed to be defective. For the purpose of this clause the word 'defective' means 'not in accordance with the express or implied terms, conditions or warranties of the contract'.
- 10) Notwithstanding these terms and conditions E-Steel does not accept any responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise where orders for any of those goods are placed with E-Steel by the Customer otherwise than in writing.
- 11) If material is supplied to E-Steel by the Customer for cutting or any other treatment and such material is lost, damaged or destroyed by E-Steel, E-Steel's liability to the Customer shall be limited to replacement of any material so lost, damaged or destroyed or at the discretion of E-Steel, payment by E-Steel to the Customer of the replacement cost of such material, subject to any limitation expressed or implied by statute.
- 12) The Customer shall be responsible for immediate examination of goods after arrival at the place of delivery and E-Steel shall not be liable for any claim to which it would otherwise be liable in respect of damaged goods including goods, damaged in course of transit unless particulars of such claim are notified to E-Steel in writing within seven (7) days after arrival of the goods into the custody of the Customer or its carrier. Shortages other than those noted on E-Steel's Delivery Receipt by or on behalf of the Customer or by or on behalf of his carrier at the time of passing of the goods from the custody of E-Steel or its carrier shall not be recognised by E-Steel.
- 13) E-Steel's liability for damages for any breach of this contract and terms and conditions shall, subject to any limitations expressed or implied by statute, be limited to general damages and E-Steel shall not be responsible for any special damage suffered by the Customer whether on the grounds of consequential loss howsoever caused, loss on resale, delays in the Customer's factory or otherwise.
- 14) Unless a required delivery date is notified by the Customer to E-Steel in writing and is confirmed in writing by E-Steel the goods will be made available or delivered by E-Steel (as the case may be) as soon as reasonably practicable by E-Steel and E-Steel shall not be liable for any loss or penalty for late delivery whether such loss is actual or consequential.
- 15) If the Customer makes default in payment or otherwise fails to carry out the terms of or repudiates the contract created by acceptance of a quotation by the Customer or by the acceptance of an order by E-Steel or if the Customer stops payment or calls a meeting of its creditors or becomes insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of going or goes into liquidation or has a winding up petition presented against it or a Receiver appointed, E-Steel may at its option and notwithstanding its waiver of such default or failure and without prejudice to its other rights under the contract so created suspend or cancel such contract or require payment in cash before or on delivery of goods notwithstanding the terms of payment specified or may take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for any loss resulting from such resale. E-Steel may exercise any of such rights as to the whole or part of the goods.
- 16) In the interpretation hereof the words 'E-Steel' shall mean E-STEEL (AUST) PTY LTD (ACN 075 706 713) or its successors and the words 'the Customer' shall mean and include the customer referred to in the credit agreement, quotation or order annexed or to whom these terms and conditions are addressed.
- 17) All matters arising in connection with the agreement for the sale of goods by E-Steel to the Customer shall be governed by the law of the State of Victoria and the parties submit to the jurisdiction of the courts of that State. The Sale of Goods (Vienna Convention) Act 1987 Vic (or its corresponding legislation in other States or Territories) shall not apply.
- 18) E-Steel and the Customer hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods with respect to international sale of goods.