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APPLICATION FOR COMMERCIAL CREDIT 30 DAY TRADING ACCOUNT

IF FAXING THIS APPLICATION, PLEASE FAX TO ACCOUNTS OFFICE (02) 49663334

CUSTOMER ACCOUNT DETAILS

1. **Company Name:** _____
2. **Trading Name:** _____ 3. **Account Name:** _____
4. **A.C.N.** _____ 5. **A.B.N.** _____
6. **Trading Address:** _____

7. **Postal Address:** _____

8. **Email:** _____

9. **Account Contact Enquiries: NAME** _____

PHONE _____ **FAX** _____

10. **Are trading premises:** OWNED LEASED

11. **How long in business:** _____ Years _____ Months

12. **Requested Credit Limit:** _____

13. **Name of Director(s) / Proprietor(s) / Partner(s) / Individual(s)**

FULL NAME	RESIDENTIAL ADDRESS	DATE OF BIRTH	TELEPHONE
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14. **Trade References** (minimum of 3 to be supplied)

SUPPLIER	BRANCH	PHONE / FAX	AVG MONTHLY PURCHASES
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15. **Bank:** _____ **Branch:** _____ **A/C No.** _____

16. Financial Details

Assets (Last Financial Year) _____ Liabilities (Last Financial Year) _____

Revenue (Last Financial Year) _____ Net Profit (Last Financial Year) _____

Please provide a copy of Buyer's Statement of Financial Performance, Statement of Financial Position and Statement of Cash Flows for the Last Financial Year

I/WE THE CUSTOMER ACKNOWLEDGE THE FOLLOWING:

- COMMERCIAL CREDIT TERMS OF TRADE:** Having received the Commercial Credit Trading Terms which were attached to this application.
- PERSONAL GUARANTEE & INDEMNITY:** That if the Customer is a Company, then the Directors will execute the Personal Guarantee & Indemnity on the following pages of this application.
- DUTY OF DISCLOSURE:** The Customer warrants not to be in receipt of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator, and that the Customer does not intend to enter into any scheme or arrangement with creditors either formally through a court, or otherwise. Further, the customer warrants that none of its directors have been a director placed in liquidation or administration, or has been declared bankrupt or entered an arrangement under the Bankruptcy Act 1966.

THIS IS TO CERTIFY: That I/We have read, comprehended and accept the Commercial Credit Terms of Trade, and further acknowledge that I/We understand and accept the above paragraph, and that I/We are authorized to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

SIGNATURE _____	SIGNATURE _____
PRINTED NAME _____	PRINTED NAME _____
POSITION/TITLE _____	POSITION/TITLE _____
DATE _____	DATE _____

PERSONAL GUARANTEE AND INDEMNITY

TO: Hunter Steel Pty Ltd Trading as **Steeline Hunter** (herein after referred to as "the supplier), in consideration of the supplier supplying goods and services or both to the Customer referred to at the bottom of this form, the Guarantor/s and Indemnifier/s set out below hereby guarantee and indemnify to the Supplier due and punctual payment by the Customer of all moneys which are now payable or may in the future become payable by the Customer to the Supplier for goods and services or both supplied from time to time by the Supplier to the Customer ("the secured moneys") AND it is hereby further agreed as follows:

1. The secured moneys shall include collection fees and legal costs incurred by the Supplier in connection with the default by the Customer.
2. The Supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in Cash, Cheque, Eftpos or otherwise.
3. Nothing in this Guarantee and Indemnity is binding or conditional upon the Supplier continuing to supply goods or service or both to the Customer.
4. That the Supplier may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor/s and Indemnifier/s shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all Guarantor/s and Indemnifier/s. It shall not be a condition precedent to the issue of any such demand that the Supplier shall have exercised or exhausted its legal rights against the Customer.
5. The Guarantor/s and Indemnifier/s hereby guarantee and indemnify the Supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured moneys.

6. This Guarantee and Indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of account and shall apply to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity to the Supplier for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or services or both supplied or to be supplied to the Customer.
8. The Guarantor/s and Indemnifier/s may revoke this Guarantee and Indemnity at any time. Such revocation shall be effective only upon its delivery to the Secretary of the Supplier at its registered address and shall become effective at the time of its actual receipt by the Secretary. Such notice of revocation shall only operate to discharge the Guarantor/s and Indemnifier/s from liability as to future dealing by the Customer with the Supplier after the said date of delivery.
9. That the Supplier shall be entitled at any time to assign its rights at any time under this Guarantee and Indemnity to its successors, nominated transferees or assigns, (including but not limited to the principle contract), and further vary the Terms of Trade originally attached to the Commercial Credit Application of the Customer nominated below, without notice to the Guarantor/s and Indemnifier/s, and that this Guarantee and Indemnity shall not be in any way affected or discharged pursuant to such assignment or variation.
10. That the terms of this Guarantee and Indemnity are binding (if more than one) jointly on us and severally on each of us and shall not be affected notwithstanding that one or more of the intended Co-Guarantor/s or Indemnifier/s have not executed the Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor/s and Indemnifier/s.
11. That in the event that the Customer is a company and the Guarantor/s and Indemnifier/s are not directors then the Guarantor/s and Indemnifier/s certify that they have obtained independent commercial financial and legal advice prior to signing this personal Guarantee and Indemnity.
12. In the event of default by the Customer, and the Supplier exercises its rights under this Guarantee and Indemnity, the Guarantor/s and Indemnifier/s hereby charge all their property(ies) owned or partly owned, solely or jointly by the Guarantor/s and Indemnifier/s in favour of the Supplier with the due and punctual observances and performances of all the obligations of the Guarantor/s and Indemnifier/s hereunder. The Guarantor/s and Indemnifier/s acknowledged that the Supplier will at its discretion register a Caveat on such property in respect of the interest conferred on it under this clause. The Guarantor/s and Indemnifier/s further grant the Supplier the right to appoint a Receiver to sell the property(ies).
13. The Guarantor/s and Indemnifier/s agree that the Supplier will seek from a Credit Reporting Agency, a Credit report containing personal information about me/us as a Guarantor/s and Indemnifier/s for Commercial Credit applied for, or provided to the Customer.
14. I/We agree that if the Supplier approves the Customer's Credit Application for Commercial Credit, this agreement to seek credit reports from time to time, remains in full force until the Commercial Credit facility covered by the Customer's application ceases.

This is to certify that I/We have read, understood and accept the terms and conditions of this Personal Guarantee and Indemnity and without undue pressure or unfair tactic append my/our signature hereunto. I/We acknowledge having received a copy of this said Personal Guarantee and Indemnity.

CUSTOMER NAME: _____

EXECUTED AS A DEED THIS _____ DAY _____ OF _____ YEAR _____

SIGNED BY GUARANTOR _____ SIGNED BY GUARANTOR _____

NAME (print) _____ NAME (print) _____

ADDRESS _____ ADDRESS _____

SIGNED BY WITNESS _____

NAME (print) _____

ADDRESS _____

COMMERCIAL CREDIT TERMS OF TRADE – AGREED TRADING TERMS

Please read the under-mentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.

1. The agreed trading terms are 30 days, i.e. payment is due on the **last working day of the month, following the month of invoicing.**
2. The Customer hereby agrees and acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges and commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees and legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Suppliers rights to withdraw credit, the Supplier reserves the right to stop supply and place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
5. These Terms of Trade apply to all transactions from which the Customer is supplied goods or services on credit. If any future contract between the Supplier and the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as conversion to or from a company or trust to the appointment of new directors), the Supplier shall be notified in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person/s who signed as guarantor/s shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.
7. The Supplier reserves the right to amend these trading terms, provided such amendments are conveyed to the customer in writing. The Customer further acknowledges that such writing will be ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
8. The Supplier shall be entitled at any time to assign it's rights under this Commercial Credit Application to it's successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees), and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.
9. In the event of default of the agreed trading terms by the Customer, then the Customer by it's Director/s, Proprietor/s, Partner/s, Individual/s nominated above hereby charge all their Right, Title of Interest, (if any) to any or all property(ies) owned or partly owned solely or jointly by the Said Customer, Director/s, Proprietor/s, Partner/s, Individual/s in favour of the Supplier, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such Customer acknowledges that the Supplier may at its discretion, register a Caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise it's right under this clause, against the Customer, then the Customer grants to the supplier the right to appoint a Receiver and sell the property(ies).
10. **RETENTION OF TITLE.** Until all invoices are paid in full, and all moneys receipted and cleared, ownership of the goods remains with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and or if the Customer or it's Agent takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from it's own until ownership has been manifested in the Customer. Should the goods be on-sold to a third party before payment, or in the event of the appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the Supplier it's rights of recovery of payment from the third party. The money/s resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment is made in full to the Supplier for the cost of the goods only, to guarantee clear passage of ownership to the third party innocent purchaser.
In the event the Customer is in default of the agreed trading terms, the Customer without reservation grants right of entry waiver to any or all properties under the Customer's control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.

11. **DELIVERY.** Deliveries shall be made during normal working hours. Deliveries required outside normal working hours will only be delivered upon the written request of the Customer, and the charges will be the sole responsibility of the Customer. In the event that the Customer or Customers Agent is not on site to accept the delivery, then the drivers signature denoting the time, date and place of delivery, shall be deemed to be acceptance of the said delivery. The date of delivery shall be set forth in the order form is made in good faith, but the performance of the Suppliers engagement is subject to industrial disturbances, delay in transit, damage to goods in transit, shortage of goods and any other cause beyond reasonable control of the Supplier. The Supplier shall be excused from any failure to deliver or complete which is contributed to by any such cause and the time specified for completion of delivery shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of contract, nor shall it affect in any way other provisions of the contract to the Suppliers disadvantage.
12. **SERVICE OF DOCUMENTS.** The Customer acknowledges that service of all documents will be prepaid postal addressed envelope to the addresses nominated on this Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. Note the Customer expressly acknowledges that service is deemed to be effected after the expiration of 2 working days from date of posting documents.
13. **PAYMENT.** The Customer expressly acknowledges that at the absolute discretion of the Supplier, the Customer may be required to execute an authority to the Customers Bank authorizing a direct debit from the Customers bank account, to the Supplier for all sums due on a monthly basis. The authority will be irrevocable without the express written consent of the Supplier.
14. **FINANCIAL INFORMATION.** The Customer agrees to provide financial information as is reasonably required by the Supplier from time to time, for the assessment of current and future credit limits only. The Supplier and the Customer further agree that such information shall be treated as strictly confidential and will not be disclosed to any third party/s without the express written permission of the Customer.
15. **ACCESS TO SITE.** The Customer is at all times responsible to ensure suitable access to site is provided to the Supplier, to make delivery to the site. The Customer further indemnifies and saves harmless the Supplier, and or its servants or agents against any loss or damage, in the event the Customer fails to provide suitable access to site for delivery, and or whilst on site delivering.
16. **PRICE.** All goods are sold at the price current at the time of delivery. The prices of goods are at the Suppliers works. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the quote/order form. **NOTE – Pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the Supplier.**
17. **CREDIT CLAIMS.** It is the responsibility of the Customer to carefully inspect the goods immediately as they are delivered. Credit claims will only be recognized if made in the first instance by phone within **72 hours** of receipt, and also in writing within 7 days of delivery. Claims outside this period will be at the absolute discretion of the Supplier, and its decision final and binding on the Customer. All goods returned must be original condition, packaged and complete in every detail. Goods will only be accepted if the freight is prepaid by the Customer.
18. **RETURN/CANCELLATION OF GOODS ORDERED.** In the event that the Customer elects to return goods or cancel goods on the order, the Supplier at its absolute discretion reserves the right to charge a 10% handling fee on the amount involved. Further, no return of goods will be accepted without prior approval of the Supplier in writing.
19. **SPECIAL ORDERS.** Special orders attract a 50% deposit which will be debited to the Customers account upon receipt of a written order for goods outside our normal stock line, or for goods specially modified to the Customer's requirement. **NOTE – no return or cancellation will be accepted once the order has commenced.**
20. **WARRANTIES.** All goods sold carry only such warranty, if any as is furnished by the manufacturer thereof, or as implied by law as covered in the Trade Practices Act 1974 (Cth). The freight cost for goods returned for warranty consideration is the Customer's responsibility.
21. **DAMAGES.** The Supplier shall not be liable for any amount greater than the sale price of the product originally supplied. Without limiting the meaning of this clause, the Supplier shall not be liable for any claims, loss or expense whatsoever, how so ever arising, or in any event in any way whatsoever for any contingent, consequential direct/indirect special or punitive damages arising in relation thereto, and the Customer acknowledged this express limit or liability and agrees to limit any claim accordingly. Further, the Supplier shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the Customer, or to any third party, or from any failure of the product whether defective or not.
22. **SALES TAX/GST.** Sales Tax/GST will be charged where appropriate, unless a signed exemption form is received by the Supplier in the approved prescribed manner set down by the Australian Taxation Office.
23. **ENVIRONMENTAL REQUIREMENTS.** The Customer confirms and acknowledges it has made all inquiries in relation to all responsibilities conferred upon by the Customer, by the said Act, relating to storage of and disposal of any or all products supplied by the Supplier.
24. **INSURANCE. NO INSURANCE IS PROVIDED BY THE SUPPLIER.** The Customer acknowledges that insurance of all goods are the responsibility of the Customer at point of delivery.
25. **JURISDICTION.** The Customer acknowledges that this contract shall be governed by the laws of the State of New South Wales, and the Customer hereby agrees to submit to the non exclusive jurisdiction of the courts of New South Wales.