



COMMERCIAL CREDIT APPLICATION

This application shall be in respect of **Atlas Steels Pty Ltd (ABN 29 616 786 648)** or any of its Related Bodies Corporate as defined by the Corporations Act 2001 ("the Company")

I/We the Customer named below (called "I/We "Me/Us", "My/Our") agree, declare and acknowledge that:

If this application is accepted by the Company, all the provisions of the application (including Deed of Guarantee and Indemnity) and the Company's Terms and Conditions may be amended by the Company from time to time will be binding on me/us; and

I/We have been given and read and understood the Company's current Terms and Conditions of Sale and the Company's current Privacy Policy.

APPLICANT INFORMATION

Entity Type			
Company	Yes <input type="checkbox"/>	Sole Trader	Yes <input type="checkbox"/>
Partnership	Yes <input type="checkbox"/>	Other (e.g. Incorporated or not incorporated entity) <input type="checkbox"/>	
Registered name of incorporated body			
A.B.N		A.C.N	Date of Incorporation
Trading Name			
If Partnership/Sole Trader/Trust (Delete as applicable)			
Partnership/Proprietor/Trustee Name		Period in business	
Trading Name		If the Applicant is operating under a "Trust" Trust A.B.N No.	
Previous Trading Name			
Applicant Contact Information			
Please advise us of the street address of the business. Statements and invoices will be emailed to the Accounts Payable email address.			
Postal Address (Mailing address if different to Street Address)		Street Address	
Delivery Address		Main Office Number	
		Mobile Contact	
Accounts Payable Officer - name & phone number			
Email address for invoices and statements			
Has Applicant or any associated company or person traded with our companies or businesses in the past? Y / N			
(If Yes) under what name?			
Personal Details of Director/s, Partners, Sole Trader, Trustee or Spouse			
Person 1 Full Name:		DOB	Driver Licence Number:
Position/Occupation			
Residential Address			
Spouse's Full Name			
Person 2 Full Name:(if applicable)		DOB	Driver Licence Number:
Position/Occupation			
Residential Address			
Spouse's Full Name			
Person 3 Full Name: (if applicable)		DOB	Driver Licence Number:
Position/Occupation			
Residential Address			
Spouse's Full Name			

Trade References (Major Suppliers)

1. Telephone No ()..... Fax No. ().....
2. Telephone No ()..... Fax No. ().....
3. Telephone No ()..... Fax No. ().....

Anticipated monthly purchase \$

At any time has any Proprietor, Director, or Manager of the Applicant Customer been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

YES

☐

NO

☐

If Yes, please give details.....

I/We acknowledge we have received a copy of the Company's Terms and Conditions of Sale and Privacy Policy prior to signing this application.

I/We warrant that I/We have read and fully understand the nature and effect of the Company's Terms and Conditions of Sale and :-

- a) I/We have authority to sign on behalf of and to bind the Applicant;
b) The information provided is true and correct in every detail;
c) I/We accept that it is the right of Atlas Steels Pty Ltd to ask for updated financial and trading information as may be reasonably required from time to time. Refusal to give this information may affect the granting of credit by Atlas Steels Pty Ltd.
d) I/We irrevocably grant permission to the Company before, during or after the provision of credit to give and receive information about Me/Us to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act (1988).

The information may concern My/Our Consumer and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning Me/Us and My/Our business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1988.

- e) I/We hereby indemnify the Company in respect of any claims or actions arising out of the obtaining or providing of information concerning Me/Us.

PRIVACY

I/We understand that I/We need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide Me/Us with an appropriate level of service.

By signing this application I/We authorise the Company to collect, maintain, use and disclose My/Our personal information in the manner set out above and in the Company's privacy policy as varied from time to time. I/We acknowledge that the privacy policy has been received by us and is available on the Company's website at <http://www.atlassteels.com.au>

Signed on behalf of the Applicant by

Director

☐

Partners

☐

Sole Trader

☐

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED - INCLUDING TERMS & CONDITION OF SALE - PAGES 4 & 5

X

Signature

Date/...../.....

Print Name and Title

X

Signature

Date/...../.....

Print Name and Title

X

Signature

Date/...../.....

Print Name and Title



PERSONAL GUARANTEE AND INDEMNITY

TO: **ATLAS STEELS PTY LTD (ABN 29 616 786 648)** and its associated and related companies (all of which are referred to as "the Company")

In consideration of the Company providing or continuing to provide Goods or supplying credit to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with the Company as follows:

Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to the Company by the Customer.
2. This guarantee and indemnity is given personally and for valuable consideration and is a continuing guarantee to the Company for the whole of the Money Secured.
3. Where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
4. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
5. The Company may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Customer or any Guarantor under this Deed except that any payment received by the Company under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
6. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such any event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
7. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for the Company.

Indemnity

8. The Guarantor indemnifies the Company against any and all losses and expenses of any nature including stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealing with the Customer, the intent being that the Guarantor is primarily liable for payment to the Company of such losses and expenses and of the Money Secured.

General

9. For the purpose of security payments to the company of the Money Secured, the Guarantor authorises and consents to the company lodging a caveat upon the title of the guarantor's real property.
10. Each Guarantor acknowledges they have been provided the Terms and Conditions of Sale and Application for Commercial Credit by the Company and that they have read and understood them.
11. Each Guarantor acknowledges that they have had an unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
12. Each Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's part and prospective dealings with the Company and is satisfied as to the extent of their obligations arising from this Deed and that the Company is under no obligation to notify the Guarantor of any changes to Terms and Conditions or dealings with the Customer even if these changes increase the Guarantor's liability under the Deed.
13. Each Guarantor agrees that this Deed of Guarantee and Indemnity shall be construed according to the laws of the State of New South Wales.

The Guarantor authorises the Company to do each of the things set out at (d) in the Commercial Credit Application in relation to their personal credit matters.

"Customer" means the person or company set out at Item 1 below. "Guarantor" means the person set out at Item 2 below or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative. "Goods" means goods, produce, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by the Company to the Customer. "Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to the Company for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money the Company pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or defaults by the Customer in its dealings with the Company or by the Guarantor under this Deed; all the costs incurred by the Company for recovering monies under any related security. "Deed" means this Personal Guarantee and Indemnity.

SCHEDULE

Item 1: The Customer

A.B.N A.C.N.....

Item 2: The Guarantor Name Address

Name Address

EXECUTED AS A DEED ON THIS DAY OF ,20 .

I, the undersigned, personally guarantee

SIGNED BY

.....

(Print Name of Guarantor)

.....

(Signature of Guarantor)

BEFORE

.....

(Signature of Witness)

.....

(Print Name of Witness)

SIGNED BY

.....

(Print Name of Guarantor)

.....

(Signature of Guarantor)

BEFORE

.....

(Signature of Witness)

.....

(Print Name of Witness)

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE



ATLAS STEELS TERMS AND CONDITION OF SALE

These are the entire Terms and Conditions of Sale (Terms and Conditions) of all goods, material and services including all metal, metal products and related products (the Goods) supplied by ATLAS STEELS PTY LTD (ABN 29 616 786 648) or any of its Related Bodies Corporate as defined in the Corporation Act 2001 (the Company) to any person, firm or company placing an order with the Company (Customer).

GENERAL

1. Any quotation by the Company is not an offer to sell or provide Goods. The Company will not be bound by any order unless a duly authorised officer of the Company has accepted it in writing.
2. All orders accepted by the Company are deemed to include these Terms and Conditions of Sale. The Company may at any time alter these Terms and Conditions of Sale and the updated Terms and Conditions of Sale will apply to all further orders. Up to date Terms and Conditions of Sale are published on the Company's website.
3. Any terms or conditions contained in any order, offer, acceptance or other document of the Customer and all representations, statements, terms and conditions or warranties (whether implied by statute or otherwise) not included in these Terms and Conditions of Sale are expressly excluded to the maximum extent permitted by law.

PRICES

4. Prices are set out in the invoice issued by the Company and/or arrangements current at the date of issue. Prices are subject to change by the Company without notice. Prices are quoted Ex Works in the relevant city of Australia.
5. Unless otherwise agreed in writing, all prices are strictly net of any taxes or delivery charges. Goods and Services Tax (GST), sales tax or any other applicable tax or duty payable must be paid by or reimbursed by the Customer to the Company on demand and the Customer must indemnify and keep the Company indemnified in respect of all taxes and duties (including GST) arising out of any sale of Goods or the subsequent use of Goods after sale to the customer.

TERMS OF PAYMENT

6. Where credit is approved for a Customer, unless otherwise agreed in writing, the Customer must make payment by the last working day of the month following the month in which the Goods are invoiced. The provision of credit is at the Company's sole discretion. The Company can revoke credit immediately at its discretion.
7. All payments required to be made by the Customer to the Company under these Terms and Conditions of Sale will be made free of any set-off, or counterclaim and without deduction or withholding. Any amount due to the Company from time to time may be deducted from any monies which may be or may become payable to the Customer by the Company.

DELIVERY

8. The Customer is responsible for the cost of delivery and the Customer must pay the delivery charges stipulated by the Company from time to time. The Company may determine the method of transport, in its absolute discretion.
9. Any date or time quoted for delivery is an estimate only. The Company will endeavour to effect the delivery at the time or times required by the Customer. The Customer has no right to cancel any order or refuse delivery or claim any loss or damage from the Company as a result of any difference between the estimated time and actual time of delivery.
10. The Company's responsibility ends at the delivery point. The Customer must unload the Goods. If the Customer is unable or unwilling to accept physical delivery of the Goods when the Goods are ready for delivery, the Company is entitled to charge a fee for any delay, or arrange for the storage of the Goods at the risk and cost of the Customer including all transportation, storage and other consequential costs. The Company may, at its sole discretion, make and invoice partial deliveries and each partial delivery will be treated as a separate sale pursuant to these Terms and Conditions. If at any time the Company does unload the Goods this is at the Customer's risk and the Customer indemnifies the Company for any loss, injury or property damage arising.

INSPECTION

11. The Customer must examine the Goods immediately on delivery. The Customer must check the Goods supplied for size and quality. The Company shall not be liable for any claims whatsoever unless made in writing within 10 Business Days after delivery.

PROPERTY AND RISK

12. Risk in the Goods supplied to the Customer by the Company passes to the Customer on delivery. Title to and property in the Goods will not pass to the Customer until payment is made in full for all Goods supplied to the Customer by the Company at any time for which payment remains outstanding.

PERSONAL PROPERTY SECURITIES ACT 2009

13. The retention of title contained in these Terms and Conditions of Sale give rise to a security interest as defined in the Personal Property Securities Act 2009 (PPSA) in all present and goods acquired after the execution of these Terms and Conditions of Sale.
14. The Customer acknowledges that the Company may register a financing statement on the Personal Properties Security Register (PPSR).
15. The Customer agrees to do all things and execute or arrange execution of all documents the Company requires to perfect a first ranking security interest in the Goods including registering a statement of the PPSR.
16. The Customer will give the Company 10 Business Days (being a day not Saturday, Sunday or public holiday in the State of NSW) prior to written notice of any change in the Customer's name, ABN, address, contact details or any other change to Customer's detail.

DEFAULT

17. If the Customer fails to make payment in accordance with Clause 6, or fails in any material respect to comply with these Terms and Conditions of Sale, or an Insolvency Event occurs, then all amounts owed to the Company by the Customer are immediately due and payable (including any interest charges and collection/legal costs), time is of the essence and the Company may, in its absolute discretion:
 - (a) cease all further deliveries or require the payment of cash upon delivery of any further Goods;
 - (b) terminate any agreement in relation to Goods that have not been delivered including participation in any special deals, discounts, bonus payments, redemptions, rebates or other incentive programs;
 - (c) charge interest at 2% per month on all overdue amounts calculated on a daily basis from the due date. The parties agree this is a true measure of damages incurred by the Company. Any payment received from the Customer will be credited first against interest then against the oldest amount outstanding.

(d) claim from the Customer all reasonable costs, expenses and charges incurred on any account whatsoever including but not limited to the cost of any action taken by the Company to recover the Goods or any monies due from the Customer including but not limited to any collection agent costs, legal costs and disbursements each on a full indemnity basis; and retake (without notice) possession of all Goods supplied to the Customer by the Company which remain the property of the Company pursuant to clause 12 and the Customer hereby authorises and allows the Company or its representative, servants, agents or employees to enter the premises upon which the Goods are stored for the purpose of retaking possession of those Goods and the Company will not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Company retaking possession of the Goods. The Customer hereby indemnifies the Company against prosecution and claims for damages resulting from seizure of the Goods.

18. "Insolvent Event" means in relation to a Customer:

- (a) If the Customer is a corporation, the Customer passes a resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or administration or calls a meeting of, or enters into any arrangement or composition with creditors or if a receiver or manager or administrator or controller is appointed for any property or assets of the Customer or the Customer becomes subject to winding up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed; or
- (b) if the Customer is a natural person, the Customer commits any act of bankruptcy or a similar, or any equivalent act in another jurisdiction.

PRODUCT WARRANTY

19. Subject to payment in full being made in accordance with Clause 6, the Company will use its best endeavours to pass on to the Customer the benefit of any warranties or guarantees it receives in respect of Goods supplied to the Customer.

LIMITATION OF LIABILITY

20. These Terms and Conditions of Sale do not exclude, restrict or modify the application of any applicable laws of the Commonwealth, State or Territory, which cannot be excluded, restricted or modified.

21. The Customer must satisfy themselves of the fitness of the goods for the particular purpose in question. The Customer does not rely on the skill or judgement of the Company or any person on the Company's behalf. The Customer warrants that such specification, working documentation and resultant goods will not infringe any third party intellectual property rights. The Customer indemnifies the Company for any loss or damage that it or the Company incurs or may incur but for this release, in respect of goods made pursuant to the specification or working documentation.

22. In the case of Goods supplied by the Company to a Customer who is not a "Consumer" (as defined in the Competition and Consumer Act 2010 as amended from time to time (the Act)), if the Goods do not correspond with the description of them on the Invoice or are defective, then provided that the Goods are preserved intact and made available for inspection by a representative of the Company and at the Company's request are returned to the Company in the same order and condition as that in which they were delivered, the Company may at its option repair or replace those Goods or reimburse the Customer for the amount of the purchase price paid for them, but any claim in this respect must be made in writing with 10 Business Days of the date of delivery of those Goods.

23. Except for those conditions and warranties implied by the Act or other sale of goods or consumer protection legislation which may not be excluded, the Customer agrees that it has not relied on any inducement, recommendations, advice, representation, assistance or statement made by or on behalf of the Company in purchasing the Goods and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of the Company); and

24. Clauses 21 to 25 (as applicable) set out the entire liability of the Company in respect of its liability under the Act or otherwise. Notwithstanding anything contained in these Terms and Conditions, the Company will not be liable for any loss, damage or injury beyond the value of the Goods provided by the Company to the Customer. In no circumstances will the Company have any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer.

FORCE MAJEURE

25. The Company is not liable for any failure or delay in supply or delivery of the Goods where such failure or delay is wholly or partly due to any cause, event or circumstance whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, accidents to machinery, restrictions or intervention imposed by any laws, regulations, governments or government agencies, transport delays, fire, flood, act of God, breakdown of plant, shortages or unavailability of materials or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind. The Company may in its absolute discretion elect to cancel any order affected by these circumstances by providing written notice to the Customer or may continue to fulfil such order in which case the Customer is not relieved of any obligation to accept or pay for such Goods.

CANCELLATION AND RETURNS

26. If a Customer cancels or alters (with the prior written agreement of the Company) an order or any part of an order after the Company has accepted the order, the Company may invoice a Customer as a debt due for all costs and expenses reasonably incurred by the Company in relation to the order and its cancellation or alteration including the cost of any materials, labour, tooling or transport.

27. Other than in respect of the Company's obligations pursuant to these Clauses 28 and 29, the Company does not accept returned Goods. However, it may in its absolute discretion accept the return of Goods in special circumstances with the prior written approval of a duly authorised representative of the Company. Goods returned for credit pursuant to this clause will be subject to a handling and administration charge equivalent to 20% of the invoiced value of the returned Goods. The Customer must pay for return freight and other expenses.

GOVERNING LAW, NOTICE, PROOF OF DEBT

28. The laws of New South Wales govern these Terms and Conditions of Sale and the parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

29. A certificate signed by a Director or Secretary of the Company is prima facie evidence of the amount of indebtedness of the Customer to the Company at that time.

TRUSTS & TRUSTEES

30. Where you are a trustee:

- (i) You agree to produce a stamp copy of the trust deed (with all amendments) if and when requested by us.
- (ii) You warrant that you have full power and authority to enter into this Agreement on behalf of the trust and that You shall be bound by these terms and conditions both personally and as trustee, irrespective of whether or not you disclose to us that You are a trustee at the time of entering this agreement with us.