

# SOUTHERN STEEL SUPPLIES PTY LTD



**SOUTHERN STEEL GROUP PTY LTD ABN 43 003 067 838 AND SUBSIDIARIES**

- SOUTHERN STEEL SUPPLIES PTY LTD ABN 37 000 060 131**
- SOUTHERN SHEET & COIL PTY LTD ABN 48 003 385 322
- AUSTRALIAN CONSTRUCTION PRODUCTS PTY LTD ABN 63 091 618 781
- SOUTHERN STEEL (WA) PTY LTD ABN 64 125 188 409
- SURDEX STEEL PTY LTD ABN 39 004 339 904
- MIGHTY M PTY LTD ABN 38 122 123 102
- SOUTHERN STEEL CASH & CARRY PTY LTD ABN 36 003 897 274
- SOUTHERN QUEENSLAND STEEL PTY LTD ABN 62 085 107 991
- RJE PTY LTD ABN 43 093 980 673
- SOUTHERN STEEL TRADING PTY LTD ABN 17 138 204 029
- BRICE METALS AUSTRALIA PTY LTD ABN 21 098 296 201
- SOUTHERN STEEL (WA) PTY LTD T/A WA CUTTING SERVICES ABN 64 125 188 409

Hereinafter referred to as "the Company"

## CREDIT APPLICATION AND DEED OF GUARANTEE

Registered Name:.....Registration Number ABN:.....  
 Trading Name:.....

Hereinafter referred to as "the Applicant" and upon acceptance as "the Customer"

Address for Accounts:.....  
 Address for Deliveries:.....  
 Phone:.....Fax:.....eMail:.....

- Sole Trader     Partnership     Private Company     Public Company     Trust     Government     Club/Association

Type of Business:.....Annual Sales:\$.....  
 How long established?.....years (If less than 6 months, attach details of management's previous business experience)    Credit requirement per month:\$.....

| Name of all Directors/Partners or Proprietors | Date of Birth | Home Address and Phone |
|---|---------------|------------------------|
| 1.  |               |                        |
| 2.  |               |                        |
| 3.  |               |                        |
| 4.  |               |                        |

| Trade References | Address | Fax or eMail |
|------------------|---------|--------------|
| 1.               |         |              |
| 2.               |         |              |
| 3.               |         |              |

The Applicant hereby acknowledges and agrees that the Company is entitled to undertake all and any reasonable and necessary enquiries, investigations and assessments to ensure the accuracy of the information provided and further, that such information, as verified, may be used by the Company and any authorised agent, employee or subcontractor engaged by the Company, for the purpose of reviewing, vetting, monitoring, and if necessary, actioning the Applicant's use and performance in the operation of the Account/Credit facility. I/We have read, accept, understand and agree to be bound by the General Terms & Conditions of Sale of the Company and acknowledge that failure to comply with these conditions may result in the withdrawal of account/credit facilities and thereafter possible legal action. I/We agree to be responsible for all legal costs incurred by the Company in the collection of monies owed, including any legal costs on a solicitor-client basis and any commission or other expense incurred by any debt collection agency.

SIGNATURE OF AUTHORISED REPRESENTATIVES OF THE APPLICANT:

Director, Partner or Proprietor.....Print Name.....  
 Director, Partner or Proprietor.....Print Name.....  
 Date:.....

## DEED OF PERSONAL GUARANTEE

I/We guarantee to the Company, jointly and severally, unconditionally and irrevocably by way of continuing guarantee that I/we will be liable with the Applicant to the Company for the due observance of all conditions expressed or implied in this Credit Application and the Conditions of Sale set out in this form as well as the due payment by the Applicant of all monies payable by it under this or any past or future sale and the due performance of the conditions thereof. The granting of any concession or the making of any composition with or the waiver of any default by the Company or the forbearance of the Company to enforce any condition will not discharge this guarantee which includes an obligation to pay the Company a sum equal to any other payment to the Company which may be set aside under any insolvency law. If any condition is not enforceable for any reason, I/we agree to indemnify the Company against all monies which would have been recoverable from the Applicant had that condition been fully enforceable.

Director, Partner or Proprietor.....Print Name.....  
 Witness.....Print Name.....

Director, Partner or Proprietor.....Print Name.....  
 Witness.....Print Name.....

Date:.....

**PLEASE EMAIL/FAX THIS DOCUMENT, DULY COMPLETED, TO SOUTHERN STEEL SUPPLIES PTY LTD**

**EMAIL: CREDIT@SOUTHERNSTEEL.COM.AU  
 FAX: 02 9774 2504**

**GENERAL TERMS & CONDITIONS OF SALE**

These General Terms and Conditions of Sale apply to all Contracts of Sale entered into with either of the subsidiaries of Southern Steel Group Pty. Ltd. ABN 43 003 067 838 which are Southern Steel Supplies Pty. Ltd. ABN 37 000 060 131; Southern Sheet and Coil Pty. Ltd. ABN 48 003 385 322; Southern Steel Cash & Carry Pty. Ltd. ABN 36 003 897 274; RJE Pty. Ltd. ABN 43 093 980 673; Australian Construction Products Pty. Ltd. ABN 63 091 618 781; Southern Queensland Steel Pty. Ltd. ABN 62 085 107 991; Southern Steel (WA) Pty. Ltd. ABN 64 125 188 409; Southern Steel Trading Pty Ltd ABN 17 138 204 029; Brice Metals Australia Pty Ltd ABN 21 098 296 201; Surdex Steel Pty Ltd ABN 39 004 339 904; and Mighty M Pty Ltd ABN 38 122 123 102.

1. All goods invoiced form part of these General Terms and Conditions of Sale.
2. The word "Company" shall mean and include Southern Steel Group Pty Ltd and any related body corporate within the meanings of Section 50 of the Corporations Law which includes the subsidiaries referred to above.
3. In these Conditions of Sale, the singular shall include the plural and vice versa and reference to one gender shall include all other genders as the case may be.
4. A quotation, tender or price is valid for 30 days but no contractual relationship shall arise until the Customer's order has been accepted by the Company.
5. Quotations are based on the current price of goods supplied by the Manufacturer of the relevant goods. If the relevant manufacturer varies the price subsequent to acceptance of a given order, any increase in price will be passed on to the Customer. Quotations specifically exclude Sales Tax or G.S.T.
6. Delivery unless otherwise specified shall be effected, as the case requires, either: a) F.O.R. or F.O.B. provided that the risk passes to the Customer once the goods are on board but property in the goods does not pass at that time except in accordance with Clause 14 hereof or b) To any location as specified on the invoice.
7. The Company's responsibility ends at the required point of delivery. Where goods are shipped F.O.B. or F.O.R. it will be incumbent on the Customer to specify in writing or on his official order any insurance to be taken out on his behalf.
8. Delivery dates are forecast as accurately as possible and every endeavour will be made to effect delivery by the delivery date specified, by reference to known mill rolling programs and all available information, but may be subject to extensions without notice due to unforeseen delays caused by strikes, lock outs, breakdowns, accidents, delays in transport or in obtaining supplies, act of God, war, fire and other causes beyond the Company's control.
9. To the fullest extent permitted by law, the Company will accept no responsibility for any loss of profits or damage arising out of non-delivery or failure to deliver the goods by the delivery date, non fitness for purpose of any goods, unless previously agreed in writing.
10. Upon delivery, the Customer must check materials supplied for size and quality. All descriptions, characteristics and particulars provided by the Company are approximate only. The Customer must satisfy himself as to the fitness of the goods and services for the particular purpose in question. The Customer does not rely on any skill or judgement of the Company, or of any person on the Company's behalf by whom any antecedent negotiations are conducted, to satisfy himself as to said fitness. The Company does not accept any responsibility for any loss incurred arising out of work carried out on the goods.
11. Subject to the qualifications contained in Section 68A of the Trade Practices Act 1974, should the Company be liable for breach of a condition of warranty mandatorily implied by law, its liability for such breach shall be limited to one of the following as determined by the Company: i) In the case of Goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring similar goods or the payment of having the goods repaired. ii) In the case of Services: the supplying of the services again; or the payment of the cost of having the services supplied again. The Company will accept no responsibility for the loss of profits or damage arising out of non-delivery or delayed delivery or non-fitness for purpose, unless expressly agreed in writing by the Company.
12. Goods processed by the Company will be processed to normal trade processing tolerances.
13. The Company shall not be liable for any claims whatsoever unless made in writing within two (2) weeks after delivery.
14. Retention of Title a) Property in and ownership of any goods supplied does not pass to the Customer until all monies due to the Company by the Customer for all goods supplied by the Company to the Customer at any time has been paid in full. This clause shall have effect notwithstanding that the goods may have been used by the Customer in some manufacturing, construction or other process. b) The Company accepts the risk of loss of, or damage to, the goods only up to the time that risk passes to the Customer. Such risk passes to the Customer upon delivery of the goods or upon title in the goods passing to the Customer, whichever is the earlier. c) Until the Company receives payment in full for all goods supplied to the Customer, the Customer shall hold the goods as a fiduciary agent and/or bailee of the Company. The Customer must store the goods separately from all other goods and ensure that the goods are clearly identifiable as the Company's goods. d) The Company may without prejudice to any other rights and without liability to any person in trespass or otherwise enter the premises of the Customer where the goods are located and recover possession of the goods if: i) payment has not been made for all goods supplied by the Company to the Customer at any time; or ii) the Customer has a liquidator, provisional liquidator, receiver, receiver and manager, mortgagee's agent, administrator or deed administrator appointed to it or enters into any scheme of arrangement with its creditors or any other form of insolvency administration or (in the case of an individual) commits an act of bankruptcy. e) If before property in and ownership of the goods passes to the Customer, the Customer sells or otherwise deals with any interest in the goods in any form to a third party (including when the goods have been mixed with other goods by manufacturing or otherwise) the Customer does so solely as a trustee for the Company. The Customer will keep separate and hold on trust for the Company all monies received and property purchased with such monies from such sale or dealing as relates to the goods. Such part of any monies received (whether the goods have been sold or used in some manufacturing or construction process) that relates to the goods shall equal in dollar terms the total amount owing by the Customer to the Company for the supply of any goods by the Company to the Customer at the time of receipt of such monies.
15. Governing Law a) This agreement is governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales. b) All legal proceedings shall take place in Sydney in the State of New South Wales.
16. The Customer acknowledges that the Company's trading terms are net 30 days from delivery and agrees to pay the Company in accordance with these terms. Unless previously agreed in writing by the Company, no goods will be supplied by the Company on any terms or conditions other than those set out herein and by taking delivery of goods, the Customer shall be deemed to agree to be bound by these terms and conditions. Any amounts not received shall be deemed overdue and, without limitation to the Company's other legal rights or remedies, the Company may elect to charge interest, and the Customer agrees to pay interest, on all overdue amounts at a rate 4% above the ANZ Bank's overdraft reference rate as published in the Australian Financial Review, calculated daily.
17. The Customer shall not be entitled to rescind, cancel or amend the order without the written consent of the Company.
18. The Customer agrees to hold the Company indemnified against any loss, damage or expense arising from any alleged infringements of patent, registered designs or trade marks in relation to the order.
19. The Company reserves the right to charge a re-stocking fee of 5% of the full invoiced amount in respect of goods returned by the Customer provided the goods returned were the goods supplied. Goods cannot be returned more than 30 days after delivery.
20. If any one or more of the provisions contained in these conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these conditions but these conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE APPLICANT

Director, Partner or Proprietor.....Print Name.....Date.....