



Steel Reinforcement Company Malaga  
SRCM Pty. Ltd. ABN # 56 124 652 526  
186 Beringarra Ave, Malaga WA 6090  
Tel: (08) 9248 1105 Fax: (08) 9248 1109

**CONFIDENTIAL**

**APPLICATION FOR COMMERCIAL CREDIT**

To: SRCM PTY LTD  
ABN 56 124 652 526  
186 Beringarra Ave  
MALAGA WA 6090

I/we the Customer detailed below (variously in this application called "I/we", "me/us") HERBY APPLY for credit up to a credit limit of \$\_\_\_\_\_, and agree, declare and acknowledge that if this Application is accepted by SRCM Pty Ltd (**SRCM**) all its terms of trade as amended from time to time (terms) will be binding on me/us and I/we have been given, read and understood the current terms employed by SRCM before completing this Application. I/we further acknowledge that I/we will be bound by those terms if my/our application for credit is accepted by SRCM.

CUSTOMER

Please tick appropriate box

Sole Trader  Partnership  Trading Trust  Pty Ltd Company  Public Company

Business or Trading Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

ACN/ABN: \_\_\_\_\_

Business Phone Number: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Business Fax Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Person Email: \_\_\_\_\_

Trade References

Company/Business: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company/Business: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company/Business: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Premises Are:  Owned  Rented  Leased  Minesite

Contracted works: \_\_\_\_\_

\_\_\_\_\_

(or as annexed and initialled by the parties)

Location: \_\_\_\_\_  
Start date: \_\_\_\_\_ Estimated finish date: \_\_\_\_\_  
Estimated finish date: \_\_\_\_\_  
Material supply: \_\_\_\_\_  
\_\_\_\_\_  
(or as annexed and initialled by the parties)  
Labour: \_\_\_\_\_  
Plant/machinery supply: \_\_\_\_\_  
Quoted Price: \_\_\_\_\_ (or as annexed)  
Payment terms: \_\_\_\_\_ (or as attached and initialled by the parties)  
Deposit: \_\_\_\_\_  
Directors' guarantee required: Yes   
No

Uniform Consumer Credit Code Declaration

I/we declare that the credit to be provided to me/us by SRCM will be applied wholly or predominantly for business and/or investment purposes.

NOTE: you should not sign this Declaration unless credit is wholly or predominantly for business and/or investment purposes. By signing this Declaration you may lose your protection under the Uniform Consumer Credit Code.

Signed on behalf of Customer:

\_\_\_\_\_  
Signature  
Date:

**APPLICATION FOR CREDIT – GUARANTEES  
CONFIDENTIAL**

This page is to be completed by a company (all directors to sign)  
BEFORE ENTERING INTO THIS GUARANTEE YOU SHOULD OBTAIN INDEPENDENT LEGAL AND FINANCIAL  
ADVICE.

**Deed of Guarantee and Indemnity in favour of SRCM Pty Ltd (ABN 56 124 652 526) (SRCM)**

1. Defined terms used in this Guarantee will have the meanings given to them in the Glossary attached to the Application. The Guarantor provides this Guarantee in consideration of SRCM agreeing to supply Goods and/or Services on credit to the Customer. The Guarantor hereby unconditionally and irrevocably guarantees to SRCM due and punctual payment of the Secured Monies.
2. The Guarantor's liability under this Guarantee remains unaffected despite: (a) any rule of law or equity to the contrary; (b) an Insolvency Event affecting the Customer; (c) a change in the constitution of the Customer; (d) partial payment or settlement on account of the Secured Monies; (e) any variation to the Terms of Credit or Conditions of Sale; (f) the granting of time, forbearance or other concession by SRCM to the Customer or any guarantor, or (g) any delay or failure by SRCM to take action against the Customer or any guarantor.
3. This Guarantee remains in full force until a final release is given by SRCM.
4. The Guarantor, as beneficial owner, mortgages with respect to all money owing by the Customer to SRCM at any time after acceptance of the Customer's Application, all of the Guarantor's interest in freehold or leasehold land owned by the Guarantor now or in the future. If SRCM asks the Guarantor to sign a consent to caveat over any interest in the land owned by the Guarantor, it must be signed and returned within 5 days of receipt by the Guarantor. If the document is not signed and returned, the Guarantor is deemed to have appointed SRCM or its Authorised Officer as the Guarantor's attorney to sign the consent to caveat on the Guarantor's behalf.
5. Nothing in this Guarantee is binding or conditional upon SRCM continuing to supply Goods and/or Services to the Customer.
6. SRCM may exercise its right under this Guarantee at any time and the Guarantor shall pay the amount of indebtedness of the Customer account to the date of any demand, immediately upon receipt of a written demand, or its delivery to the last known address of each or all guarantor(s). Nothing in this Guarantee requires that SRCM shall have exercised or exhausted its legal rights against the Customer or another guarantor prior to enforcing its rights under this Guarantee.
7. The Guarantor indemnifies and will keep indemnified SRCM against any Liability whatsoever directly or indirectly arising from or by virtue of any default whatsoever of the Customer with respect to the Secured Monies.
8. This Guarantee is: (a) a principal obligation and is not to be treated as ancillary or collateral to another right or obligation, (b) a continuing guarantee to SRCM for all debts whatsoever and whenever contracted with the Customer in respect of the Goods and/or Services.
9. SRCM may at any time assign its rights under this Guarantee.
10. The terms of this Guarantee are binding jointly on all guarantors and severally on each guarantor and shall be effective notwithstanding that one or more of the other guarantors have not executed the guarantee, or that the guarantee has been held to be ineffective or unenforceable against one or more guarantors.
11. The Guarantor certifies that he/she has obtained independent financial and legal advice in relation to this Guarantee.
12. The Guarantor warrants and represents that: (a) he/she has not been a director of a company placed in liquidation, (b) he/she has not been declared bankrupt or entered into an arrangement under the *Bankruptcy Act* 1966 (as amended).
13. The Guarantor authorises SRCM to conduct credit history checks on him/her.

Executed as a deed poll this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Credit Information**

Application for Credit – Confidential

Do not complete this Application unless you understand and agree to the terms of credit.

**TERMS OF CREDIT**

By applying for credit with SRCM you agree to the following:-

**1. Settlement of your account**

We must receive your payment by the last working day of the month after the month of each invoice. Any variation to these payment terms must be agreed in writing by an Authorised Officer of SRCM. Your payment is valid once honoured or funds are cleared. Irrespective of the payment method SRCM's payment terms must be adhered to, otherwise your account will be in default.

**2. Title to the Goods**

Goods supplied to you remain the property of SRCM until we receive payment in full for all amounts you owe us. In the event that your account is in default we have the right to enter your premises (or the premises of any associated company or agent) to retake possession of the goods without liability for trespass or damage. If you resell the goods or you sell products manufactured using the goods then you must keep the proceeds of the sale in a separate identifiable account until we have been paid in full. If you use any of the goods in a manufacturing or construction process of your own or of a third party and sell the manufactured product then you hold such part of the proceeds of the sale of such manufactured product as relates to any goods sold by us to you and used in a manufacturing or construction process in trust for us. That part must be treated, for the purpose of quantifying how much you hold in trust for us but for no other purpose, as being equal in dollar terms to the amount owing by you to us at the time of receipt by you of the proceeds of sale for all goods sold by us to you. If the amount owing by you to us is greater than the proceeds of sale of the manufactured product the balance remains owing by you to us.

**3. Liability for Debt Collection, Legal Costs and Interest**

You must pay any dishonoured cheque fees associated with cheques received by us in payment for your account. You must pay any collection, legal or other costs we incur if your account is in default. If payment is not made within 7 days of the due date you will be in default and we may charge interest at the rate of 15%. Any contract is binding jointly and severally on each person.

**4. Change of Details Notification**

You must advise us in writing promptly if there is any change to the details provided in your application failing which these terms of credit may terminate.

**5. Privacy**

You irrevocably authorise us, our employees and agents to make such enquiries as we consider necessary and appropriate to investigate your credit worthiness, including making enquiries from persons nominated as trade referees, your bankers or any other credit providers. (Information Sources) and you authorise the Information Sources to disclose to us all information concerning you which is within their possession and which is requested by us. This information will be treated confidentially and will not be supplied to any other person.

**6. Withdrawal or Adjustment of Credit**

We may withdraw or limit the amount of your credit, withhold supply of goods and/or services, or put your account on hold at any time and without prior notice

**7. Assignment**

We may assign our rights to any person without your consent.

## 8. Variation

We may change these terms of credit if we give you written notice of the change.

## 9. Account Closure

Your account may be closed at any time by you or us on written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.

## 10. Security

You as beneficial owner charge all money owing by you to us at any time after our acceptance of your application and all of your interest in all freehold or leasehold land owned by you now or in the future. If we ask you to sign a consent to Caveat over any interest in land owned by you, you must sign and return that document within 5 days of us sending it to you. If you do not sign the document you are deemed to have appointed SRCM or an Authorised Officer as your attorney to sign the consent to Caveat on your behalf.

If you are a corporation you will if request by SRCM execute a Company Security Deed which will be registered on the Personal Properties Securities Register under the *Personal Properties Securities Act 2009* (Commonwealth Cth).

## 11. Conditions of Sale

These terms of credit will prevail to the extent of any inconsistency between these terms of credit and the conditions of sale.

## GLOSSARY OF TERMS

In this Application:-

**Application means:** your application for a credit account with SRCM contained in this document (including the terms of credit and guarantee).

**Authorised Officer means:** a person authorised to sign by SRCM being the Credit Manager, Business Services Manager, Chief Financial Officer or other executive of SRCM.

**SRCM means:** SRCM Pty Ltd ABN 56 124 652 526 and any associated or subsidiary company.

**Conditions of Sale means:** SRCM's standard terms and conditions of sale.

**Contract means:** the agreement between you and us constituted by the Order and the Application.

**Customer or You means:** the entity described on page 1 of the Application.

**Goods means:** the goods supplied to you under a contract.

**GST means:** any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including a tax imposed by A *new tax system (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth of Australia.*

**Guarantee means:** the Deed of Guarantee and Indemnity to be entered into by each Director of the Customer in connection with this Application.

**Guarantor means:** the person who enters into a Guarantee.

**Insolvency means:**

- (a) you are unable to pay your debts as they fall due;
- (b) any appointment of an administrator, controller, receiver or receiver manager, liquidator or similar person to your business or assets (or any steps taken in relation to same); and/or
- (c) you enter into any scheme or arrangement with creditors either formally through a Court or otherwise.

**Liabilities means:** any or all damages, losses, liabilities, costs and expenses, and Liability has a like meaning.

**Manufactured Product means:** the product of a manufacturing or construction process of yours or a third parties using any of the goods.

**Order means:** any purchase order for goods and/or services.

**Secured monies means:** all monies which are now payable or which may in the future become payable by the customer to SRCM for goods and/or services supplied from time to time by SRCM to the Customer including but not limited to collection fees and legal costs incurred by SRCM in connection with any default by the Customer.

**Services means:** the services provided to you under a contract.

**Terms of Credit means:** the terms of credit set out in this Application.