



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 SRCM's terms and conditions of trade as amended from time to time (terms) will be binding on me/us and will apply to all supplies made by SRCM to me/us I/we further acknowledge that I/we have been given, read and understood the current terms employed by SRCM before completing this Application and I/we will be bound by those terms if my/our application for credit is accepted by SRCM.

CUSTOMER DETAILS

Please tick appropriate box and fill in details

Sole Trader/Individual <input type="checkbox"/>		Partnership <input type="checkbox"/>	
Full Name:		Partnership name:	
Date of Birth:		Partnership ABN:	
Trading Name:		Name of Partners:	
ABN:			
Trustee of a Trust <input type="checkbox"/>		Corporation <input type="checkbox"/>	
Trustee name*:		Name:	
Trust name:		ARSN (if applicable):	
Trust ABN:		ACN:	
Trustee ACN**:		Director's names*:	
*If Trustee is an individual without an ABN, also complete sole trader details above.		*if acting as guarantors	
**if no Trust ABN and Trustee is a corporation			

Business Address: _____ Post Code: _____

Postal Address: _____ Post Code: _____

ACN/ABN: _____

Business Phone Number: () _____ Mobile: _____

Business Fax Number: () _____ Email: _____

Accounts Contact: _____ Accounts 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 by Director:

Full Name

Signature

Date

APPLICATION FOR CREDIT – DEED OF GUARANTEE AND INDEMNITY

CONFIDENTIAL

This Deed is to be completed if the Customer is a corporation (all directors to sign) or a partnership (all partners to sign)

BEFORE ENTERING INTO THIS GUARANTEE ALL SIGNATORIES 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.
2. 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.
3. 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 (if a corporation);
 - (d) partial payment or settlement on account of the Secured Monies;
 - (e) any variation to any contract between SRCM and the Customer, including the Terms of Credit or Terms and Conditions;
 - (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.
4. This Guarantee remains in full force until a final release is given by SRCM.
5. 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.
6. The Guarantor charges all real and personal property held in the name or for the benefit of the Guarantor in favour of SRCM and hereby consents to SRCM lodging a caveat or registering an interest in or against all such property.
7. Nothing in this Guarantee is binding or conditional upon SRCM continuing to supply Goods and/or Services to the Customer.
8. SRCM may exercise its right under this Guarantee at any time and the Guarantor shall pay the amount of indebtedness of the Customer's account to the date of any demand, immediately upon receipt of a written demand, or its delivery to the last known address of each Guarantor. 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.
9. 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.
10. This Guarantee is:
 - (a) a principal obligation and is not to be treated as ancillary or collateral to another right or obligation; and
 - (b) a continuing guarantee to SRCM for all debts whatsoever and whenever contracted with the Customer in respect of the Goods and/or Services.
11. SRCM may at any time assign its rights under this Guarantee to a third party.
12. 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.
13. The Guarantor certifies that he/she/they have obtained independent financial and legal advice in relation to this Guarantee.
14. Each Guarantor warrants and represents that:
 - (a) he/she has not been a director of a company placed in liquidation; or
 - (b) he/she have not been declared bankrupt or entered into an arrangement under the *Bankruptcy Act* 1966 (as amended).

15. Each Guarantor authorises SRCM to conduct credit history checks on him/her.

Executed as a deed poll this _____ day of _____ year _____

By the Guarantor:

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: _____

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 following the month of issue 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 business, company or agent) to retake possession of the Goods without liability for trespass or damage.

If you resell the Goods or you sell Manufactured Products then you must keep the proceeds of the sale in a separate identifiable account until we have been paid in full. If you sell the Manufactured Product then you hold such part of the proceeds of the sale of the Manufactured Product that relates to the Goods used in the manufacturing or construction process (of the Manufactured Product) 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 3% per month or part thereof. 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. If there is any change that materially affects SRCM's risk these Terms of Credit may be terminated by SRCM.

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**). 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 on credit (in which case Goods and/or Services will be supplied on a case on delivery or cash in advance basis), or put your account on hold at any time and without prior notice. Any balance then outstanding on your account will be payable in accordance with clause 1 of these Terms of Credit.

7. Assignment

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

8. Variation

We may vary these Terms of Credit from time to time and any variation will take effect in respect of any credit provided after the date you are given written notice of the variations.

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. We may lodge a caveat to protect this charge over any such land.

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

11. Terms and Conditions

These Terms of Credit will prevail to the extent of any inconsistency between these Terms of Credit and the Terms and Conditions.

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 the 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.

Contract means: the agreement between you and us constituted by the Order, this Application, the Terms and Conditions and the particulars (if applicable).

Customer or you means: the entity described in the Customer Details section on page 1 of this Application.

Goods means: the goods supplied to you by SRCM under the 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 (if the Customer is a Corporation) or each Partner of the Customer (if the Customer is a Partnership) in connection with this Application.

Guarantor means: the person or persons who enter into the Guarantee.

Insolvency Event means:

- (a) you are unable to pay your debts as they fall due;
- (b) the 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 that uses 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 by SRCM under the Contract.

Terms and Conditions means: SRCM's standard terms and conditions of trade attached to the Contract or found at www.srcm.com.au.

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