

CREDIT APPLICATION



**TERRITORY
STEEL**
Strengthening the Top End

Darwin Steel Supplies Pty Ltd

ABN: 23 109 503 326
PO Box 117
Berrimah NT 0828
Ph: 08 89310044
Fax: 08 89311044

APPLICANT

Name	
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Trading As	
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A.B.N		Reg Bus No	
A.C.N		Order No Required?	Yes/ No

Public Company Private Company Partnership Sole Trader

Telephone		Facsimile	
Mobile		Email	

Postal Address	Delivery Address
Post Code	Post Code

Is the Applicant affiliated with, connected with, or subsidiary of a trading group of holding company Yes/ No	If yes, supply name and address of Principal

Date Business Commenced	
If less than 6 months ago, please attach details of management's previous experience	

Type of Business		Assets; \$	
Annual Sales: \$		Paid up Capital: \$	
Credit Required per Month: \$		Premises:	Rented Owned

Directors/ Partners/Proprietors (all)

Surname/ Given Names	Date of Birth	Address

TRADE REFERENCE (Please give three or more trade references)

Name	Telephone	Facsimile

BANK REFERENCE

Bank	Branch	BSB

Personal Guarantee

- * In consideration of your agreeing to supply goods or services or both on credit to the applicant at my/our request, I/we guarantee separately and together to you the performance by the applicant of each obligation under and agreement between the applicant and you.
- * I/We each agree to pay on demand any money payable to you by the applicant plus expenses incurred by you as a result of default by the applicant or by us.
- * I/We each charge with the payment of the moneys secured by this guarantee all my/our beneficial interest in land held now or in the future by me/us. I/We agree that if demand is made to me/us by you, I/We will immediately execute a mortgage or other instrument as request by you. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by you to be my/our true lawful attorney to execute and register such instruments. I/We consent to you lodging a caveat against real property owned by me/us to protect your interest under this guarantee. I/We agree to waive all rights inconsistent with anything in this guarantee.
- * You are not required to inform me/us of the amount of credit you give the applicant. This guarantee is not limited to the amount shown in this applicant as CREDIT REQUIRED PER MONTH. I/We agree to waive all rights inconsistent with anything in this guarantee.
- * This guarantee is a continuing guarantee and operates even if you have given the applicant time to pay, the applicant becomes insolvent, you stop supplying credit to the applicant, an agreement between you and the applicant is unenforceable for any reason or you do not act promptly to enforce your rights.
- * I/We understand that we may only withdraw from the agreement after giving you 14 days prior written notice. Even then this guarantee will continue in force for all agreements entered into between the applicant and you before the guarantee is withdrawn.

Privacy Authority

I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant DARWIN STEEL SUPPLIES PTY LTD may obtain from a credit reporting agency a credit report containing personal information about me/us.

Signature of the Guarantors

Signature
Name
Position
Date
Witness

I/We authorize DARWIN STEEL SUPPLIES PTY LTD to do the following:-

- * Give credit reporting agencies personal information about me/us including information contained in this application, information about payments which are overdue more than 60 days where recovery action has been taken and DARWIN STEEL SUPPLIES PTY LTD's opinion that I/We have committed a serious credit infringement.
- * Obtain from a credit reporting agency a credit report containing personal information about me/us.
- * Give to and obtain from credit providers information about my/our credit arrangements including information about my credit worthiness, credit standing, credit history or credit capacity.

Standard Contract Terms

- * I/We have read and understand your Standard Contract Terms.
- * I/We agree that your Standard Contract Terms current at the time apply to transactions between us.

Credit Application

- * I/We declare that the information in this application is correct.
- * You may stop providing further credit at any time.
- * I/We acknowledge that failure to comply with you Standard Credit Terms will cause the withdrawal of credit facilities and lead to subsequent legal action.
- * You are not required to inform me/us of the amount of credit you decide to give me/us.
- * I/We understand that you may give credit for a different amount than is asked for in this application.

Signature of the Applicant

Signature
Name
Position
Date
Witness

Standard Contract Terms

These terms form part of each agreement between DARWIN STEEL SUPPLIES PTY LTD and the customer for the supply of goods or services or both by DARWIN STEEL SUPPLIES PTY LTD.

1. QUOTATION

Where DARWIN STEEL SUPPLIES PTY LTD quotes for supply of goods or services to the customer, the quotation is open for acceptance for 30 days unless a different period is stated in the quotation.

2. AGREEMENT

- (a) DARWIN STEEL SUPPLIES PTY LTD agrees to supply to the customer and the customer agrees to acquire from DARWIN STEEL SUPPLIES PTY LTD the goods and services for the price list unless a different price is in this agreement.
- (b) This agreement may not be varied except by an agreement in clear terms expressly approved by duly authorised representatives of the parties.
- (c) These terms prevail despite any variation proposed by an order or other document submitted by the customer.

3. INTERPRETATION

The singular includes the plural and vice versa, a reference to a person includes a corporation and reference to a gender includes all other genders. Headings are for convenience and do not affect interpretation.

4. ADDITIONAL CHARGES

The following are not included in the price and are payable by the customer -

- (a) delivery and insurance charges.
- (b) any sales, goods and services tax ("GST"), value added or consumption taxes, stamp duty and any other taxes, fees or other government levies or charges which may be imposed with respect to this agreement, the goods and services but excluding any income payable by DARWIN STEEL SUPPLIES PTY LTD on its own income.
- (c) any additional costs incurred by DARWIN STEEL SUPPLIES PTY LTD for the customer in fulfilling this agreement.

5. PAYMENT

- (a) The customer agrees to pay DARWIN STEEL SUPPLIES PTY LTD in cash or by bank cheque on delivery of goods or performance of service unless other arrangements are made
- (b) If DARWIN STEEL SUPPLIES PTY LTD extends credit to the customer, payment must be made within thirty days of the end of the month in which delivery occurs.
- (c) If the customer defaults in making payment under this agreement, DARWIN STEEL SUPPLIES PTY LTD may charge interest on outstanding amounts at the rate of up to 30% per annum Interest in calculated on daily balances.
- (d) A payment by cheque is not treated as received by DARWIN STEEL SUPPLIES PTY LTD until the cheque has honoured on presentation.
- (e) The customer may not asset or exercise any right of set off against monies payable by it to DARWIN STEEL SUPPLIES PTY LTD under this agreement.

- (f) The customer agrees to reimburse DARWIN STEEL SUPPLIES PTY LTD for payments made by DARWIN STEEL SUPPLIES PTY LTD for its full costs recovering or attempting to recover amounts not paid by the customer when due including but not limited to fees paid to a collection agency and legal fees and expenses on a lawyer and own client basis.

6. ORDER AND DELIVERY

- (a) The customer acknowledges that DARWIN STEEL SUPPLIES PTY LTD has the express right to request that the customer confirm all or any orders by faxing or delivering an appropriately completed and signed order form.
- (b) Delivery of goods occurs when they are dispatched from DARWIN STEEL SUPPLIES PTY LTD's premises.
- (c) Delivery dates are estimates only. DARWIN STEEL SUPPLIES PTY LTD will notify the customer when goods are available for delivery. If specified in this agreement DARWIN STEEL SUPPLIES PTY LTD will arrange on behalf of the customer for goods to be sent to the customer at another address.
- (d) Delivery may be made by installments. Each installment will be treated as a separate delivery with the price being apportioned in accordance with the proportion of goods delivered.

7. ACCEPTANCE

- (a) The customer must within two working days after delivery inspect the goods and give DARWIN STEEL SUPPLIES PTY LTD written notice of damage, shortages, or anything else not in accordance with this agreement.
- (b) The customer agrees to keep goods referred to in a notice under this clause (and in the case of shortages the remainder of the goods delivered) in the condition in which they were delivered until DARWIN STEEL SUPPLIES PTY LTD has inspected them. DARWIN STEEL SUPPLIES PTY LTD agrees to inspect them as soon as reasonable practicable after receipt of the notice.
- (c) Goods are taken to be as ordered if-
 - (i) The customer does not give the notice referred to in this clause; or
 - (ii) The goods referred to in a notice are used or damaged after delivery. The customer must then accept and for them.
- (d) If DARWIN STEEL SUPPLIES PTY LTD delivers less than the full quantity of goods the customer may not reject those delivered.
- (e) If DARWIN STEEL SUPPLIES PTY LTD delivers extra or different goods the customer may reject only the extra or different goods.

8. CANCELLATION

- (a) DARWIN STEEL SUPPLIES PTY LTD is not bound to accept cancellation of an order not the return of goods except by prior arrangement. If arrangements have been made the following apply
 - (i) The goods must be returned within 7 days of delivery
 - (ii) A restocking fee may be charged. The fee will be calculated with reference to the cost to DARWIN STEEL SUPPLIES PTY LTD
 - (iii) Outward and inward freight and transport charges are the responsibility of the customer. If not repaid by the customer they will be deducted from any credit.

- (b) The following goods cannot be returned for credit -
 - (i) Goods specially made, modified or imported for the customer.
 - (ii) Goods altered or damaged by the customer.

9. CREDIT

- (a) DARWIN STEEL SUPPLIES PTY LTD may extend credit to the customer with or without additional conditions.
- (b) DARWIN STEEL SUPPLIES PTY LTD may withhold credit even if there are existing credit arrangements.

10. RISK

- (a) The risk of damage to or loss of the goods passes to the customer on delivery unless this agreement provides expressly to the contrary.

11. RETENTION OF TITLE

- (a) The customer will not own goods until the customer has paid the price and all other monies payable under this agreement.
- (b) Until then the customer must -
 - (i) Hold the goods as bailee for DARWIN STEEL SUPPLIES PTY LTD at the premises which DARWIN STEEL SUPPLIES PTY LTD is authorised to enter.
 - (ii) Store the goods separately from other goods in a safe and proper manner and in a way which shows DARWIN STEEL SUPPLIES PTY LTD continuing ownership.
 - (iii) Keep detailed, accurate and up-to-date records of the goods.
 - (iv) Not dispose of goods without DARWIN STEEL SUPPLIES PTY LTD's written consent.
- (c) If the customer resells the goods before title has passed -
 - (i) The customer acts as DARWIN STEEL SUPPLIES PTY LTD's agent to the extent necessary to protect DARWIN STEEL SUPPLIES PTY LTD's title to the goods.
 - (ii) The customer must not represent to third parties that it is acting for DARWIN STEEL SUPPLIES PTY LTD in any way.
 - (iii) DARWIN STEEL SUPPLIES PTY LTD is not bound by contract the customer makes with third parties.
 - (iv) The customer must keep the sale proceeds separate from other monies; and
 - (v) DARWIN STEEL SUPPLIES PTY LTD has the benefit of the rights the customer has against the sub-purchaser including but not limited to the right to receive the sale proceeds.
 - (vi) DARWIN STEEL SUPPLIES PTY LTD may retake possession of goods at any time until title has passed, then resell the goods.

12. LIABILITY OF DARWIN STEEL SUPPLIES PTY LTD

- (a) If under any law any terms which apply to the supply of goods or services under this agreement cannot legally be excluded, restricted or modified then those terms apply to the extent required by that law.
- (b) All terms that would otherwise be implied are excluded as stated in this agreement.
- (c) To the extent permitted by law DARWIN STEEL SUPPLIES PTY LTD's sole liability for any breach of any terms is limited -
 - (i) In the case of goods supplied by DARWIN STEEL SUPPLIES PTY LTD to any one of the following as determined by DARWIN STEEL SUPPLIES PTY LTD:-
 - 1 the replacement of the goods or the supply of equivalent goods;
 - 2 the repair of the goods;
 - 3 the payment of the cost of replacing the goods or acquiring equivalent goods;
 - 4 the payment of the cost of having the goods repaired.
 - (ii) In case of services supplied by DARWIN STEEL SUPPLIES PTY LTD to any one of the following as determined by DARWIN STEEL SUPPLIES PTY LTD -
- (d) The customer does not rely on any representation, warranty or other terms made by or on behalf of DARWIN STEEL SUPPLIES PTY LTD, which is not repeated in this agreement in clear terms.

13. LIMITATION

DARWIN STEEL SUPPLIES PTY LTD is not liable for any damage, economic loss or loss of profits whether direct, indirect, general, special, or consequential:-

- (a) arising out of a breach of an implied or express term; or
- (b) suffered as a result of the negligence of DARWIN STEEL SUPPLIES PTY LTD or its employees or agents apart from liability as set out in the previous clause.

14. UNFORESEEN EVENTS

Except for any payment obligations, neither party is liable for any delay or failure to perform any of its obligations under this agreement to the extent that the delay or failure is caused by an event beyond that party's reasonable control. DARWIN STEEL SUPPLIES PTY LTD may terminate this agreement at any time during the delay.

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In addition to any other right of termination DARWIN STEEL SUPPLIES PTY LTD may terminate this agreement -

- (a) the customer becomes, threatens, or resolves to become or is in jeopardy of becoming, subject to any form of insolvency administration; or
- (b) the customer ceases or threatens to cease conducting its business in the normal manner.

16. RECOVERY PROCEEDINGS

The customer agrees that it will not apply to change the venue of recovery proceedings if they are commenced by DARWIN STEEL SUPPLIES PTY LTD at a venue within 50 kilometres of the branch from which the goods are purchased.

17. PRICE EXCLUSIVE OF GST

The customer agrees that unless otherwise stated, the price as quoted by DARWIN STEEL SUPPLIES PTY LTD is exclusive of GST as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and that if any supply made under this Agreement is subject to any GST, the customer must pay DARWIN STEEL SUPPLIES PTY LTD an amount sufficient to ensure that DARWIN STEEL SUPPLIES PTY LTD retains, after payment of GST, the amount that it would have received had GST not been so payable. Any amount payable by the customer under this clause must be paid on the same date, as payment is required in relation to the underlying supply giving rise to the GST. DARWIN STEEL SUPPLIES PTY LTD must issue to the customer a Tax Invoice enabling the customer to claim any applicable input tax credits in respect of the amount of GST charged to the customer.