



# AUSTRALIAN STAINLESS DISTRIBUTORS PTY LTD

☐

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☐

53 Beal Street, Meadowbrook. QLD. 4131  
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Account Manager \_\_\_\_\_

## 30 DAY CREDIT ACCOUNT APPLICATION

Legal Entity Name					
Trading Name					
Type of Entity (circle one)	Public Company	Private Comp.	Partnership	Trust	Sole Trader
A.C.N			A.B.N		
Trading Address					
Postal Address					
Telephone Number			Credit Limit Requested	\$	
Email Address			Years Trading:		
Nature of Business					
Has Applicant or any associated company or person traded with our company or business in the past? (If Yes) under what name?					
<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>					

Accounts Payable Phone #		Email details	
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### Personal Details of Directors / Partners / Sole Trader / Trustee

1. Name in Full		Date of Birth	
Position/Occupation		Drivers Licence #	
Residential Address			
		Post Code	
<div><input type="checkbox"/> Owned</div> <div><input type="checkbox"/> Buying</div> <div><input type="checkbox"/> Renting</div>			

2. Name in Full		Date of Birth	
Position/Occupation		Drivers Licence #	
Residential Address			
		Post Code	
<div><input type="checkbox"/> Owned</div> <div><input type="checkbox"/> Buying</div> <div><input type="checkbox"/> Renting</div>			

3. Name in Full		Date of Birth	
Position/Occupation		Drivers Licence #	
Residential Address			
		Post Code	
<div><input type="checkbox"/> Owned</div> <div><input type="checkbox"/> Buying</div> <div><input type="checkbox"/> Renting</div>			

TRADE REFERENCES (Major Suppliers)		
Company Name	Contact Person	Telephone Number



# AUSTRALIAN STAINLESS DISTRIBUTORS PTY LTD

A.B.N 46 097 677 980 A.C.N 097 677 980

## Privacy & Credit Reporting

In consideration of Australian Stainless Distributors providing credit and/or continuing to provide goods and services and/or materials and as an essential condition of the terms of supply:

1) The Applicant acknowledges and agree that the information provided in this application is the basis for evaluation by Australian Stainless Distributors of the financial standing and credit worthiness of me/each of us (and the incorporated body) and does hereby:

a. authorise Australian Stainless Distributors to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as Australian Stainless Distributors may reasonably consider necessary;

b. certify that the information provided in this application is true and correct;

c. acknowledges that Australian Stainless Distributors may withdraw credit or vary the Applicant's credit limit at any time and without reason.

d. acknowledge that Australian Stainless Distributors has informed me/us, in accordance with Part IIIA of the Privacy Act 1988, that certain items of personal information about me/us contained in the application are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies. The information which may be given to an agency is covered by the Privacy Act 1988 and includes such permitted particulars about me/us which allow me/us to be identified; the fact that I/we have applied for finance and the amount; the fact that the above-named credit provider is a current credit provider to me/us; payments which become overdue more than 60 days, and for which collection action has commenced; advice that payments are no longer overdue and in specified circumstances, that in the opinion of the above-named credit provider, I/we have committed a serious credit infringement;

e. in accordance with the Privacy Act 1988, I/we:

i) agree to reports being given to Australian Stainless Distributors for the purpose of assessing the application for credit or commercial credit or assessing whether to accept us as Applicants; ii) agree that Australian Stainless Distributors may use, for the purpose of assessing an application for credit or assessing whether to accept us as Applicants, information concerning my/our personal or commercial activities or personal or commercial credit worthiness obtained from a person or body carrying on business or undertaking involving the provision of information about the credit worthiness of persons; iii) authorise Australian Stainless Distributors to exercise a right of access to my/our credit information files and credit reports. iv) authorise Australian Stainless Distributors to enter information on the credit information files relating to any default or judgement or other matter arising in relation to my/our credit arrangements.

f. agree that Australian Stainless Distributors may give to and seek from any credit providers (whether or not named in this application) and any credit reporting agency reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity and which credit providers are allowed to give or receive from each other under the Privacy Act 1988 for any of the following purposes:

i) to assess an application by me/us for credit or commercial credit; ii) to notify other credit providers of a default by me/us and of any judgment obtained by Australian Stainless Distributors; iii) to exchange information with other credit providers as to the status of my/our account where I am/we are in default with Australian Stainless Distributors or with another credit provider; iv) to assess my/our credit worthiness or credit worthiness at any time; v) to assess whether to continue supplying credit to the Applicant/s; vi) to enforce the terms of any credit arrangement.

g. agree that these authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by me/us from Australian Stainless Distributors or, while any monies are owed on any account by me/us to Australian Stainless Distributors.

The applicant hereby warrant that they have read and fully understands the nature and effect of these terms and Australian Stainless Distributors Terms and Conditions of Sale and confirm they have authority to sign on behalf of and to bind the Applicant as the Producer (as referred to in that agreement) and themselves;

The applicant agrees and accepts the Australian Stainless Distributors Terms and Conditions of Sale prior to his/her signing this application.

Signed on behalf of the applicant by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



# Terms and Conditions of Sale

The following terms and conditions of sale (**Terms**) apply to all transactions (including credit applications) in respect of all goods and services provided to the purchaser (**You, Your**) by Australian Stainless Distributors Pty Limited (ABN 46 097 677 980) (**Us, We, Our**) and replace any previous terms and conditions of sale.

## 1. DEFINITIONS

“**GST**”, “**input tax credit**”, “**tax invoice**”, “**recipient**” and “**taxable supply**” have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. “**Law**” means any Commonwealth or Australian state legislation, regulations and the general law, as amended from time to time, and includes in particular the Commonwealth Competition and Consumer Act 2010 and regulations and the PPSA and regulations. “**PPSA**” means Personal Property Securities Act 2009. “**Purchase Monies Securities Interest**” or “**PMSI**” has the meaning given in section 14 of the PPSA as amended from time to time. “**Us**” includes Australian Stainless Distributors Pty Limited’s associated bodies corporate (as defined in the Corporations Act 2001). “**You**” means a person whose order for the purchase of goods is accepted by Us.

## 2. GENERAL

- (a) Unless We specifically agree in writing these Terms (which expressly include any terms of Credit) prevail where any terms and conditions of Your order are inconsistent.
- (b) A quotation by Us is not an offer to sell goods to You. No contract for the supply of goods will exist until We accept Your order for goods (in writing or by an explicit act of acceptance). We may accept or refuse any order for goods in our absolute discretion and may make our acceptance conditional upon receipt of Your satisfactory credit assessment.
- (c) We may vary these Terms by notice in writing to You and any such amended terms shall apply to all subsequent orders. You agree that goods delivered and/or ordered after the date of a notice of variation will be subject to the variation and acceptance of the goods or the placing of the order is deemed to be an acceptance of the varied Terms.
- (d) If there is any variation to the information supplied by You, or there has been a change of Your control or in the structure or nature of Your business, You will notify Us in writing within 28 days of the variation occurring.
- (e) These Terms and all obligations hereunder are binding on Your personal representatives, successors and permitted assigns and are for the benefit of Our successors and assigns.

## 3. PRICING

- (a) Notwithstanding any prior acknowledgment by Us of the price of goods, at Our option, the goods may be sold at Our price current at the time of delivery.
- (b) Any variations in the invoice or contract price as a consequence of currency fluctuations, taxes, customs duty or other imposts will be at Your cost.
- (c) We will be entitled to set off against any money owing to You, amounts owed to Us by You on any account whatsoever.

## 4. DELIVERY

- (a) You authorise Us to deliver goods to the place nominated by You and to leave the goods at such place whether or not any person is present to accept delivery. We will not be liable on any basis whatsoever for loss suffered by You after delivery. (b) Goods will be delivered or deemed to be delivered when they are delivered to the address nominated by You, and Our delivery records will be the prima facie proof of delivery in good order. If no address is nominated then delivery is deemed to occur at the time when the goods are ready for collection at Our premises.
- (c) You will pay Us packing (other than Our standard packing), crating and delivery charges in accordance with Our current rates, as at the date of dispatch. If there is no current rate then We may charge a reasonable amount. We may charge a reasonable amount for storage if delivery instructions are not provided by You within 14 days of a request for such information.
- (d) We are not obliged to obtain a signed receipt or other acknowledgment from any person at the nominated place for delivery but if a signed receipt or other acknowledgment is obtained from someone believed by Us to be Your authorised representative, then such signed receipt or other acknowledgment will be conclusive evidence of Your acceptance of the goods delivered.
- (e) Any times quoted for delivery are estimates only and We will not be liable to You for any failure to deliver or for delay in delivery of goods occasioned by any other cause whatsoever whether or not beyond Our control.
- (f) You will not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.
- (g) We reserve the right to deliver goods by instalments and each instalment is deemed to be sold under a separate contract. Failure to deliver any instalment or deliver any instalment on time will not entitle You to repudiate the contract in whole or in part.

## 5. ACCOUNT TERMS

(a) We will issue a tax invoice for the goods and You must pay for all goods delivered within 30 days from the end of the month in which the goods were supplied in full without any set-off or deduction, including in relation to any dispute; or in accordance with any written credit agreement between the parties, whichever is later.

(b) Credit extended to You for goods sold will be in accordance with any written agreement between the parties or, if none, in accordance with the terms of credit as maintained by Us at the time Your account was established (and as subsequently altered by Us). In all other respects these Terms will apply.

(c) If You do not pay Us by the due date, You are liable for interest on monies due, charged on a daily basis at 1% per month from the due date for payment until actual date of payment. If You have an account with Us, We may debit Your account monthly or at such other times We choose.

(d) You must pay any legal costs (on a solicitor/client basis), stamp duties and other expenses payable on these Terms or any credit application, guarantee or other security documents signed by You together with any collection costs or dishonoured cheque fees.

(e) We may withdraw Your credit facilities at any time or vary the Your credit limit, without notice to You or Your guarantor.

(f) All credit card payments will attract a 2% fee. We will provide You with a tax invoice for the fee upon Your request.

## 6. TRUST AND TRUSTEES

Where You are a trustee: (i) You agree to produce a stamped 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 into any agreement with Us.

## 7. DEFAULT

If: (a) We have reasonable grounds to believe that You may not be able to make due and punctual payment or there is default or failure by You in making such payments;

(b) an administrator, liquidator, provisional liquidator or external manager is appointed for You;

(c) a receiver, receiver and manager, administrator or controller is appointed in respect of any of Your assets or group of assets;

(d) You become bankrupt or wound up;

(e) You are, admit in writing that You are, or are declared by a court to be unable to pay Your debts as and when they fall due; or

(f) there is a breach by You of any of these Terms; then all monies payable by You to Us may, at Our election, become immediately due and payable notwithstanding the due date for payment shall not have expired; and

(g) We may without prejudice to Our other rights, do any or all of the following (a) withdraw any credit facilities which may have been extended to You; (b) withhold any further delivery of goods; (c) in respect of goods already delivered, enter onto Your premises to recover and resell the goods for Our own benefit; (d) recover from You the cost of materials or goods acquired for the purpose of future deliveries; (e) exercise Our rights under the PPSA; and (f) register a default with any credit reference facility.

## 8. RETURN OF GOODS AND CLAIMS UPON SUPPLIER

(a) Unless We agree in writing, We will not accept the return of goods. Goods accepted for return may attract a charge to recover restocking and repackaging charges. We will determine the amount of this charge which will be deducted from Your amount of credit.

(b) Your proof of purchase must accompany all goods returned to Us.

(c) All claims for Our failure to comply with Your order whether due to shortfall, defect, incorrect delivery or otherwise must be made by giving Us written notice within 14 days from the date of delivery. If You fail to provide such notice You are deemed to have accepted the goods.

(d) These Terms do not exclude or contravene any Law which would cause any part of this clause to be void. To the extent permitted by Law all conditions, warranties and undertakings are expressly excluded.

(e) Our liability for breach of a non-excludable condition or warranty is limited at Our option, to any one of the following: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the cost of providing replacement goods or of acquiring equivalent goods; or (iv) the cost of having the goods repaired.

(f) We will not be liable for any indirect loss or damages whatsoever, including consequential loss, loss of profits, loss of opportunity or loss of use.

## 9. PROPERTY AND RISK AND CREATION OF SECURITY INTEREST

(a) The goods will be at Your sole risk as soon as they are deemed to be delivered.

(b) Property in and title to the goods will not pass to You until those goods and all other amounts owed to Us by You have been paid for in full and until then: (i) You will hold the goods as fiduciary and bailee for Us; (ii) the goods must be stored separately and in a manner enabling them to be identified as Our goods and cross-referenced to particular invoices and You acknowledge that if the goods are processed or mixed with other goods such that the goods are no longer separately identifiable the parties will be owners in common of the new goods; (iii) You may sell the goods in the ordinary course of business as Our bailee and will hold the proceeds of sale in a separate account on trust for Us and account to Us for those proceeds; and (iv) We may require the goods to be returned on demand and may enter upon Your premises to inspect or repossess the goods.

(c) You expressly and irrevocably agree that We are entitled to enter any premises in which the goods supplied by Us are located, to repossess, remove and sell such goods. You, Your successors and assigns (including any external manager or administrator) will not object to Us, or Our agents, entering any premises for the purpose of this clause and agree to indemnify and keep Us indemnified in respect of any claims, actions and costs that may arise against Us in relation to the removal, repossession and sale of the goods pursuant to these Terms including any claims brought by third parties. (d) You will insure the goods against theft or any damage until such goods have been paid for or until they are sold by You, whichever occurs first, and We will be entitled to call for details of the insurance policy. If You do not insure the goods or fail to supply details of Your insurance policy, You will reimburse Us for the cost of any insurance which We may reasonably arrange in respect of the goods supplied to You. (e) You agree that these Terms create a PMSI in the goods (and their proceeds) supplied presently and in the future by Us to You and You agree to do all things necessary and execute all documents reasonably required to register the PMSI granted by You under these Terms and to ensure that We acquire a perfected security interest in the goods under the PPSA. Until ownership of the goods passes to You, You waive Your rights under sections 95, 118, 129, 130, 132, 135, 137, 142, 143 and 157 of the PPSA. To the extent permitted by the PPSA, these Terms exclude any provisions of the PPSA which may be excluded in Our discretion and which would otherwise confer rights on You.

## **10. SPECIAL ORDERS**

You warrant that all drawings and specifications and other design information provided to Us for the manufacture of special orders or tooling are accurate and correct in all respects, comply with any relevant standards or legal or regulatory requirements, and do not infringe upon the intellectual property rights of any party including any copyright, patents, designs or trademarks of a third party.

## **11. FITNESS FOR PURPOSE**

To the maximum extent permitted by Law, You agree that You do not rely on Our skill or judgement in relation to the suitability of any goods for a particular purpose. Any advice, recommendation, information or assistance provided by Us is provided without any liability by Us whatsoever.

## **12. GST**

(b) With the exception of any amount payable under this clause 12, unless otherwise expressly stated all amounts stated to be payable by You under these Terms are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with these Terms, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance these Terms, subject to the provision of a tax invoice.

## **13. LAWS TO GOVERN PROVISIONS OF AGREEMENT**

These Terms shall be governed by and construed in accordance with the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

## **14. NOTICE**

Notice to be given by You may be sent by electronic transmission to Our Credit Manager at: [asdar@asdsales.com.au](mailto:asdar@asdsales.com.au)

and unless the contrary is proved shall be taken as delivered when received by Us. Notice to be given to You by Us may be delivered personally, or sent to Your last known address and unless the contrary is proved shall be taken as delivered on the second business day following posting. Invoices and statements are deemed received by You on the second business day after posting by ordinary prepaid post.

## **15. SEVERANCE**

In the event that the whole or any part or parts of any provisions in this Agreement should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be severed from these Terms but the validity and enforceability of the remainder of these Terms shall not be affected.

## **16. SUB CONTRACTING**

We reserve the right to sub-contract the manufacture and/or supply of the goods or any part thereof to a third party.

## **17. PACKAGING**

(a) We retain the right of possession of Our boxes, pallets or skips used for delivery of the goods and You agree to indemnify Us in respect of any boxes, pallets or skips not returned in good order (subject to fair wear and tear) and condition to Us within 14 days of delivery of the goods.

(b) If packaging is charged for and is returnable an allowance will only be made for the return of such packaging when it has been received by Us in good condition.

18. TOLERANCES

For Direct mill order we reserve the right to supply and invoice a quantity plus or minus a % of the quantity of the goods ordered as set out below:

Order Quantity Tolerance:

1000kg or over +/-10%

500kg to under 1000 kg +/-15%

150kg to under 500kg +/-20%

under 150kg +/-30%

You must pay for the quantity of goods delivered.

Company Name \_\_\_\_\_

Company A.C.N \_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



# PERSONAL GUARANTEE AND INDEMNITY

TO: **AUSTRALIAN STAINLESS DISTRIBUTORS (ABN 734 469 991)** and it's 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 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 authorise and consent to the company lodging a caveat upon the title of the guarantors 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 Item 1 below. "Guarantor" means the person set out in 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)