

**AUSTRALIAN STEEL MILL SERVICES PTY LTD**

PO BOX 251, WARRAWONG NSW 2502

ABN: 40 003 705 673



**CREDIT ACCOUNT APPLICATION – PRIVATE & CONFIDENTIAL**

COMPANY NAME \_\_\_\_\_ ABN: \_\_\_\_\_

TRADING AS: \_\_\_\_\_

STREET/DELIVERY ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PO BOX: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: \_\_\_\_\_

BUSINESS COMMENCED: \_\_\_\_\_ AMOUNT OF CREDIT ANTICIPATED: \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT**

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACCOUNTS PAYABLE EMAIL ADDRESS: \_\_\_\_\_

POSTAL DETAILS:

PO BOX: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**DIRECTORS OR PROPRIETORS (Full Name & Private Address Required)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**COMPANY**

REGISTERED OFFICE: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_ DATE OF INCORPORATION: \_\_\_\_\_

NOMINAL CAPTIAL: \_\_\_\_\_ PAID UP CAPTIAL: \_\_\_\_\_

BANK: \_\_\_\_\_ BRANCH: \_\_\_\_\_ BSB: \_\_\_\_\_

**TRADE REFERENCES**

1. \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

2. \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

3. \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

4. \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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I/We wish to make application to open a Credit Account with your company in accordance with its conditions of sale which I/We acknowledge. I/We also agree that payment shall be made within 30 days from end of month or once credit limit is reached and if at any time monies are overdue the whole account then becomes due and Australian Steel Mill Services Pty Ltd is justified in proceeding legally to recover the whole debt.

I/We agree that interest at ruling bank overdraft rates and collection charges may be charged on overdue accounts.

I/We agree to be bound by the Sellers TERMS AND CONDITIONS OF SALE ON THE NEXT PAGE which may be varied from time to time by the Vendor.

## **PRIVACY ACT 1988 ACKNOWLEDGMENT AND CONSENTS:**

### 1. SECTION 18E(8)(c):

I/We acknowledge that ASMS Pty Ltd has informed me/us in accordance with S.18E(8)(c) and 18E(3) of the Privacy Act 1988, (the "Act") that certain items of personal information about me/us contained in this application or which may be subsequently obtained by ASMS Pty Ltd may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for commercial credit was made, the amount of credit sought, status of current providers of credit, details of any credit 60 days in arrears and discharges, cheques twice dishonoured and serious credit infringements.

### 2. SECTIONS 18K(1)(b), 18k(1)(h), 18K(1)(e):

I/We agree -

- a) to ASMS Pty Ltd obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of ASMS Pty Ltd:
  - i) collecting overdue payments in respect of commercial credit provided to me/us [Act, S.18k(1)(h)]: and
  - ii) assessing my/our application for commercial credit on an ongoing basis [Act, S.18K(1)(b)]:
- b) that ASMS Pty Ltd Nominated Trade Insurer may obtain from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to ASMS Pty Ltd in relation to my/our application for commercial credit with ASMS Pty Ltd [Act, S.18K(1)(e)]: and

### 3. SECTION 18N(1)(b):

that ASMS Pty Ltd may give to us and seek from any credit provider named in this Application or named in a credit report issued by a credit reporting agency information about my/our credit arrangements, including such information about my/our credit worthiness, credit standing, credit history or credit capacity, that credit providers are allowed to give or receive from each other under the Privacy Act [S.18N(1)(b)].

DIRECTORS' SIGNATURES: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: When the "Paid Up Capital" is less than twice the anticipated monthly purchases, guarantees on our prescribed form may be required from the Directors of the company making the credit application.

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## AUSTRALIAN STEEL MILL SERVICES PTY LIMITED

### TERMS OF TRADE - CONDITIONS OF SALE

#### INTERPRETATION

"Seller" means ASMS Pty Limited, its successors and assigns.

"Buyer" means the person or company placing an order with Seller for the purchase of goods.

"Conditions" or "these Conditions" means these Conditions of Sale.

"Goods" means all goods merchandise and services supplied by Seller, pursuant to these Conditions, to Buyer or as Buyer and direct.

#### ALTERATION OF CONDITIONS

These Conditions shall apply to all orders for goods placed to Buyer with Seller to the exclusion of all other terms or conditions unless otherwise expressly agreed in writing. If the terms of the Buyer's order are inconsistent with these Conditions, the delivery of the goods to Buyer or as Buyer directs shall constitute an offer by Seller to sell the goods to Buyer pursuant to these Conditions, which offer Buyer shall be deemed to accept by retaining the goods.

#### GOVERNING LAW AND SUBMISSION TO JURISDICTION

These Conditions and any contract incorporating the same shall be governed by and construed in accordance with the laws of the State of New South Wales or Victoria and the parties hereto the exclusive jurisdiction of Courts exercising jurisdiction in these States.

ASMS has measured compliance controls in place to ensure compliance with all relevant Laws in relation to Chain of Responsibility (CoR).

ASMS will not agree or instruct any of the ASMS engaged Haulage Contractor in the transport related task, to breach any local, state, territory or Commonwealth Laws in relation to CoR as requested by any party.

**EXAMINE GOODS IMMEDIATELY** upon receipt and advise in writing any damage or shortage to carriers and ourselves within 7 days, otherwise no claim whatever will be considered. Provided advice is given within the prescribed time, we will make good any shortage and will repair or replace free of charge goods damaged in transit where we are responsible for delivery of the goods.

**IF GOODS ARE NOT RECEIVED** within 14 days from receipt of invoice, please advise us in writing.

**IF ANY ERROR IS DISCOVERED** in this invoice please notify supplying branch at once for correction.

#### GOODS WILL NOT BE ACCEPTED FOR CREDIT unless:

1. Notice of rejection quoting relevant invoice number and particulars of items rejected and reason for rejection is sent to us within 7 days after receipt of goods.
2. The goods are inspected at your premises by a duly authorised representative of this company before being returned, unless this requirement is waived in writing.
3. Goods incorrectly ordered by the Buyer and returned for credit may be subjected to a nominal restocking fee or handling charge.

#### GUARANTEE AND LIMITATION OF LIABILITY

Except where a specific guarantee in writing has been given by the Company, goods covered by this invoice carry only such guarantees and warranties as are specified in the Company's catalogues and in no case shall the liability of the Company under such guarantees and warranties or otherwise in respect of any damages to or occasioned by the goods exceed the invoice value of the goods. All conditions and warranties whatsoever whether statutory or otherwise are hereby excluded save that these Terms and Conditions shall not be taken as applying to exclude, restrict or modify in any manner whatsoever the right conferred on consumers and others by those Commonwealth, State and Territorial laws that cannot be lawfully excluded, restricted or modified.

#### PROPERTY AND PAYMENT

By acceptance of delivery and retention of the goods it is acknowledged that the property in the goods remains with the Company and legal title thereto will not pass until payment is made but that nevertheless the goods are at your risk after delivery. In the event payment is not made within 25 days of delivery, or other agreed terms, full licence and authority is given to the Company to enter any premises where the goods are stored and to recover possession of them. In the event of the sale of the goods prior to payment, the proceeds of sale belong to the Company until payment in full to Seller for the goods is made. Property in the goods remains with Seller and Buyer agrees to hold the goods as Bailee for Seller. Seller may at any time terminate any contract relating to the goods and the bailment without notice to Buyer and may thereupon take possession of the goods.

#### TERMS OF PAYMENT

Unless credit has been arranged, strictly net cash. All invoices must be paid 30 days from end of month or once your approved credit limit has been exceeded. Interest equal to our bank's prime lending rate (ie. overdrafts over \$100,000) may be charged on all overdue accounts, from the date when payment fell due until date of receipt of payment. Where payments are overdue, the Seller may at its option either cancel uncompleted contracts or orders forthwith or suspend delivery of goods yet to be delivered.

#### COMMERCIAL CREDIT AGREEMENT

A credit agreement shall come into effect when the applicant receives notification from ASMS Pty Limited:

1. That ASMS Pty Limited has accepted the application for commercial credit.
2. The amount of the credit limit; and any other items.
3. Any other terms and conditions upon which acceptance is made by ASMS Pty Limited.