



ABN 72009 874 426

37 Colebard St. East , Acacia Ridge Qld. 4110

PO BOX 984, Archerfeild Qld. 4108

Phone: 07 3275 1566 Fax: 07 3875 1356

Email: rocklea@rockpress.com.au

Web: www.rockpress.com.au

ESTIMATOR:

CREDIT APPLICATION

REGISTERED BUSINESS NAME.....

TRADING ADDRESS:.....

POSTAL ADDRESS:.....

PHONE..... FAX NO:..... EMAIL.....

TYPE OF ORGANISATION: (e.g. company, partnership, sole trader etc.).....

COMPANY A.B.N.:

ALL DIRECTORS NAMES (in full):
.....
.....

TYPE OF BUSINESS CONDUCTED:.....

..... DATE

ESTABLISHED.....

CREDIT LIMIT REQUIRED (tick the box) < \$5,000: , < \$10,000: , < \$20,000: , > \$20,000:

Security Offered: Unsecured: , Deposit with order: ; Bank Guarantee: , Director's Guarantee: , Other:

CREDIT ACCOUNT PERIOD (tick the box)

PAY ON DELIVERY: , 7 DAYS: , 14 DAYS: , 30 DAYS:

TRADE REFERENCES: (Please include one (1) only Steel supplier) **MUST PROVIDE 4 REFEREES**

1. Phone:..... Fax:.....

2. Phone:..... Fax:.....

3..... Phone:..... Fax:.....

4. Phone:..... Fax:.....

BANK REFERENCE:.....

It is understood that should a credit facility be allowed, the account will be conducted in accordance with **Rocklea Pressed Metal Pty Ltd trading Terms and Conditions of Supply. PAYMENT WILL BE DUE ON OR BEFORE THE DUE DATE SHOWN ON THE STATEMENT OR INVOICE.** The completion of this Application and signature below constitutes an agreement that you have read and understand, and agree to abide by these Terms. The Terms and Conditions of Supply may be varied by written notice from time to time. Trading Terms with Rocklea Pressed Metal Pty Ltd include the provisions of a *Romalpa Clause* which provides that the account applicant whether a company, partnership, sole trader or individual/s acknowledges that the ownership of the goods shall remain with Rocklea Pressed Metal Pty Ltd until such time that the goods are paid for in full. The Applicant acknowledges that if material matters affecting the applicants business or account should occur, then the applicant has a legal duty of disclosure of all relevant facts affecting a decision of Rockpress to maintain a credit facility ongoing.

Signature:.....

Date:.....

Name

Position in Company



ABN 72009 874 426

37 Colebard St. East , Acacia Ridge Qld. 4110

PO BOX 984, Archerfeild Qld. 4108

Phone: 07 3275 1566 Fax: 07 3875 1356

Email: rocklea@rockpress.com.au

Web: www.rockpress.com.au

GUARANTEE AND INDEMNITY

BETWEEN: Rocklea Pressed Metal Pty Ltd trading as Rockpress ("the Supplier") and all companies that are subsidiaries, successors, associates and related corporations of that Supplier (hereinafter referred collectively to as the "Supplier").

AND:

(hereafter referred to as the "Guarantor/s").

IN CONSIDERATION OF the Supplier agreeing to extend credit to the Applicant the Guarantor/s (and where more than one jointly and severally) agree with the Supplier as follows:

To guarantee to the Supplier the payment of all monies owing or which may become owing to the Supplier for all goods sold and/or delivered and/or services rendered as the Supplier may have supplied or as the Supplier may hereafter supply from time to time at the Applicant's request notwithstanding that the Guarantor/s shall not have notice of any neglect or omission on the Applicants part to pay for

The guarantee shall extend to all monies expended by the Supplier or for which the Supplier becomes liable in the exercise of its powers under or pursuant to any credit agreement whatsoever for goods sold and/or delivered and/or services rendered to the Applicant and/or red by the Supplier

This guarantee shall be a continuing guarantee (and non revocable) to the Supplier for the whole of the Applicants indebtedness or liability to the Supplier.

The Supplier shall be at liberty without discharging the Guarantor/s from liability to grant time or other indulgences to the Applicant and to accept payments from the Applicant in cash or by means of negotiable instruments, and to treat the Guarantor/s and the Applicant in all respects as though the Guarantor/s is jointly and severally liable with the Applicant as principal Applicant to the Supplier instead of being mere surety for the Applicant and in order to give full effect to the provisions of this guarantee, the Guarantor/s hereby waives all rights ith such provisions and which the Guarantor/s might otherwise as surety be entitled to claim and enforce.

The Supplier may at any time without notice refuse or vary the terms of further credit or supply of goods sold and/or delivered and/or red to the Applicant without discharging or impairing the liability of the Guarantor/s under this guarantee.

The guarantee shall be enforceable against the Guarantor/s and in the case of more than one guarantor, against each Guarantor/s jointly

The Guarantor/s hereby charge, as a separate and additional obligation, with payment of any monies owing under this agreement all he

- (a) Land or other property;
- (b) Any/all Trusts of w
- (c) Any/all Wills, estates of whatsoever nature
- (d) Any/all Superannuation funds of whatsoever nature
- (e) Any/all Life and/or Death policies of insurance and/or Life Annuities of whatsoever nature and hereby appoints the Supplier or its

charge over the Applicant's property, and if necessary to sell same to repay the debt owing under this agreement.

The Guarantor/s (or in the case of more than one guarantor, by each of them) acknowledges having read the above terms, and agrees to be bound by them, and further acknowledges that the Guarantor/s has had the opportunity to seek independent legal advice o

In this *Agreement*,

SIGNATURE OF GUARANTOR:.....	SIGNATURE OF WITNESS.....
NAME	NAME:.....
RESIIDENTIAL ADDRESS.....	RESIDENTIAL ADDRESS.....
.....DATE SIGNED: /...../
SIGNATURE OF GUARANTOR:.....	SIGNATURE OF WITNESS.....
NAME	NAME:.....
RESIIDENTIAL ADDRESS.....	RESIDENTIAL ADDRESS.....
.....DATE SIGNED: /...../.....
Form: MA-001/3	Issue No: 3
Date: 11.10.10	Page: 2 of 3

Definitions

"Seller" shall mean Rocklea Pressed Metal Pty Ltd and its successors and assigns.

"Buyer" shall mean the buyer or any person or the Seller acting on behalf of and with the authority of the buyer.

"Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).

"Services" shall mean all services supplied by the Seller to the Buyer and includes any designs, advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

"Price" shall mean the cost of the goods as agreed between the Seller and the Buyer subject to clause 3 of this contract.

Goods / Services

The Goods / Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer.

Price and Payment

At the Sellers sole discretion:

The Price of the Goods shall be the Seller's quoted Price, which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days; or

The Price shall be the Seller's current Price at the date of delivery of the Goods according to the Sellers current Price list if applicable; or

The Price shall be as indicated on Invoices provided by the Seller to the Buyer in respect of Goods supplied.

Time of Payment for the Goods shall be the essence of supply arrangements. Unless otherwise agreed to in written arrangements between the Seller and Buyer, payment shall be Due on Delivery of the goods or, in the case of Account arrangements;

- as defined in the Account Opening Terms notice, or
- as stated on the quotation or on order acceptance forms, or
- as stated on the Invoice, or,
- as stated on Account Statement/s issued.

Payment will be made by cash, or by cheque or by bank cheque, or by direct credit, or any other method as agreed to between the Buyer and the Seller.

The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent where such taxes are expressly included in any quotation given by the Seller.

Price stated in quotation is exclusive of any GST or other taxes and duties.

Title

It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:

The Buyer has paid all amounts owing for the particular Goods, and The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

It is further agreed that:

Until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.

If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premise owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 and Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

Default & Consequences of Default

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at the rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.

If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a Collection Agent, Solicitor and/or own client basis and in addition all of Rocklea Pressed Metal Pty Limited costs of collection.

In the event that:

Any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or

The Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then,

The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and

All amounts owing to the Seller shall, whether or not, due for payment, immediately become payable.

Risk

If the Seller retains property in the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.

If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable in respect of the Goods. The Seller will apply the insurance proceeds as follows;

First, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;

Second, in payment of the outstanding Price of any other Goods supplied to the Buyer by the Seller whether under the terms and conditions or otherwise;

Cancellation

In the event of default of these Terms and Conditions by the Buyer, the Seller may withdraw from Supply of Goods/Services under any quotation or order received from the Buyer, and/or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation in such circumstances.

Privacy Act 1988

The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to the credit provided by the Seller.

The Buyer and/or the Guarantor/s agree that the Seller may exchange information about the Buyer and Guarantor/s with those credit providers named in the Application for Credit Account or named in a consumer credit report issued by a reporting agency for the following purposes:

To assess an application by the Buyer;

To notify other credit providers of a default by the Buyer;

To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and

To assess the credit worthiness of the Buyer and/or Guarantor/s.

The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time;

Provision of Goods & Services;

Marketing of Goods and or Services by the Seller, its agents or distributors in relation to the Goods and Services;

Analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods or Services;

Processing of any payment instruction, direct debit facilities and/or credit facilities requested by the Buyer; and

Enabling the daily operation of the Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and Services.

The Seller may give information about the Buyer to a credit-reporting agency for the following purposes;

To obtain a consumer credit report about the Buyer; and/or

Allow the credit-reporting agency to create or maintain a credit information file containing information about the Buyer.

General

If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

All Goods supplied by the Seller are subject to the laws of Queensland and the Seller takes no responsibility for changes in the law, which affect the Goods supplied. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer in writing of such change.