



Please send the completed form via either email accounts@blusteel.com.au or fax to 99219310:

CREDIT ACCOUNT APPLICATION
BluSteel Pty. Ltd. ACN 607 296 444

Applicant-Company/Registered Business Name:.....

Trading Name:.....

ACN:..... ABN:..... ARBN:.....

Hereinafter referred to as "the applicant" and after the acceptance date, as "the customer"

Business is Sole Trader Partnership Private Company Public

Company Government

Trust Trust ABN..... Who is the Trustee of the Trust

Business Address:.....

Postal Address:.....

Address for deliveries: Is this the same as the Business address Yes/No

If no:

Email address for accounts:
 (please tick if you prefer all correspondence via this method)

Email address for operational use:

Phone:..... Mobile:.....

Type of Business:.....

How long established.....years

	Name of all Directors/Partners or Proprietors	Date of Birth	Home Address	Contact Number
1				
2				
3				
4				

HAVE ANY OF THE DIRECTORS/PROPRIETORS REFERRED TO IN THE ABOVE SECTION

Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily? Yes No

Been refused credit, either individually, as a partner in a business or as a Director or Shareholder of a company? Yes No

A copy of your current Balance Sheet and Profit and Loss Statement may be required to assist with this application. If requested it will assist with assessment of this application and justification of Credit Limit and will be treated in strictest confidence.



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REFERENCES

Company/Individual Name	Person to Contact (If Company)	Telephone No
(i) <u>Bluescope Distribution</u>	N/A	N/A
(ii) _____	_____	_____
(iii) _____	_____	_____

ACCOUNT QUERIES AND FOLLOW UP

Please nominate a person to contact for account queries and follow-up

.....

Anticipated volume of monthly trading \$ _____

Total Credit Limit Required \$ _____

NOTES: THESE ARE IMPORTANT AND SHOULD BE READ

- 1) The conditions form part of this Application and if this Application is accepted, an order placed by the Applicant or delivery of the goods and/or provision of the services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (2).
- 2) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of the Supplier.
- 3) The Applicant may be required by the Supplier to nominate a guarantor or guarantors to the Suppliers satisfaction, to secure the Applicants obligation herein, which guarantors may be required to sign a guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee or guarantees.

The Applicant and signatories appearing below hereby acknowledge having read the conditions overleaf and upon acceptance by the Supplier by way of written notice or the supply of goods or services and having read agree to be bound by the terms of trading.

SIGNED BY ALL PROPRIETORS THIS _____ DAY OF _____

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

1. _____ Proprietor _____ (Print name)
2. _____ Proprietor _____ (Print name)
3. _____ Proprietor _____ (Print name)
4. _____ Proprietor _____ (Print name)



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SIGNED BY ALL DIRECTORS THIS _____ DAY OF _____

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

- 1. _____ Director _____ (Print name)
- 2. _____ Director _____ (Print name)
- 3. _____ Director _____ (Print name)
- 4. _____ Director _____ (Print name)

For and on behalf of _____ Pty Ltd

For Internal Office Use Only

Notes: _____

Credit Approved **Credit Declined** **Credit Limit \$** _____

By _____ **Date** _____ **A/c No** _____

PRIVACY STATEMENT

- 1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection Act 2012)* (**Act**) in relation to your dealings with BluSteel Group Pty Limited ACN 607 296 444. (the **Supplier**).
- 2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
- 3. For the purpose of this statement, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “credit guarantee purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information”, “credit reporting code” carry the same meaning as under the Act and the term “Information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
- 4. The Supplier may collect personal information about the Addressee(s) for the Supplier’s primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.



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5. The Addressee(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Addressee(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Addressee(s) or their related bodies corporate.
7. The Addressee(s) consent to the Supplier obtaining and making disclosure of Information about the Addressee(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Addressee(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Addressee(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Addressee(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Addressee(s)' right to request limitations to the use of their information.

NCI
Level 2, 165 Grenfell St
ADELAIDE SA 5000
Tel: 1800 882 820

Dun & Bradstreet
Level 2, 143 Coronation Drive
MILTON QLD 4064
Tel: 07 3360 0600
9. The Supplier may disclose Information to, and about them and the Addressee(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Addressee(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
10. By reason of the Addressee(s)' consent to the disclosure to overseas recipients hereunder APP 8.1 will not apply to the Suppliers dealing with the Addressee(s)' Information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
12. The Addressee(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Addressee(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.



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Terms and Conditions

1. QUOTATION

Any quotation made by BluSteel is not an offer to sell and no order given in pursuance of any quotation shall bind BluSteel until accepted by it in writing or by the commencement of the supply of the goods the subject of the order.

2. CANCELLATION OF ORDERS

Once placed, no order may be cancelled by the customer except in writing and then only with the prior written consent of

BluSteel, which BluSteel may withhold at its discretion and without being required to give a reason.

3. PRICES

Quotations are subject to revision without notice. All prices quoted are exclusive of GST unless otherwise stated.

4. RETENTION OF TITLE

Title in the goods delivered remains with BluSteel until BluSteel has received payment in full of all money owing by the customer and if payment is not made by the due date BluSteel shall, without prejudice to any other remedies available to it, be entitled to retake possession of the goods and hold them until payment in full has been received or to resell the goods and to recover the deficiency on resale plus costs of repossession from the customer. For so long as title in the goods remains with BluSteel, the customer will hold the goods as bailee for BluSteel, and if the customer sells the goods, the proceeds of sale thereof are held on trust for BluSteel, and if payment for the goods is not made on a due date, BluSteel or its authorised agents have the right to enter the customer's premises or other premises in which the goods are located to take possession of the goods. Notwithstanding the foregoing, all intellectual property rights in the goods and associated trademarks and drawings shall always remain the property of BluSteel.

To the extent permitted by the Personal Property Securities Act ("PPSA"), the customer has no right to receive a notice of removal of an accession under the PPSA; has no right to retain an accession under the PPSA; waives its right to receive notice of a certification or financing charge statement; and agrees that the provisions of chapter 4 of the PPSA are excluded.

5. RISK

Risk in the goods shall pass to the customer upon delivery. The customer must insure the goods from the time of delivery to the customer and, pending payment in full, insure the goods in the names of BluSteel and the customer for their respective interests. Any materials supplied by the customer to BluSteel are supplied at the customer's risk in all respects.

6. DELIVERY

- (a) All orders and contracts are accepted and agreements entered into subject to Acts of God, strikes, lockouts, accidents and all other causes beyond BluSteel's control.
- (b) The goods shall be collected by the customer at, or dispatched from, the BluSteel premises specified in the quotation. BluSteel has the right to make partial deliveries against the customer's purchase order and to invoice each partial delivery separately.
- (c) The goods shall be deemed to have been delivered to the customer when collected by the customer or loaded on to the carrier's vehicle at BluSteel's premises (notwithstanding that BluSteel may have engaged the carrier).

7. CLAIMS

Goods should be examined on arrival and any apparent damage or loss endorsed on the carrier's receipt. A detailed claim in writing for any damage or loss must be received by the carrier and BluSteel within five (5) working days of the date of BluSteel's delivery docket. All claims and notifications must be sent by recorded delivery. Failure to comply with these conditions may invalidate any claim, at BluSteel's discretion.

8. PAYMENT TERMS

Payment for goods purchased from BluSteel must be on a cash with order basis, following which BluSteel will issue a tax invoice to the customer. However, if any approved account has been established with BluSteel, payment must be received by the last working day in the calendar month following the month in which BluSteel issues its tax invoice.

If the customer fails to pay the amount due to BluSteel on or before the due date, then BluSteel shall have the following rights in addition to any other rights it may have.

- (a) To charge interest on the amount owing as from the due date for payment until the date payment is made at the rate of
1.5% per month or part thereof; and
 - (b) To cancel orders or to suspend deliveries to the customer whether under the contract in respect of which payment is overdue or otherwise until all amounts due, including interest payable thereon, have been received.
- The customer shall indemnify BluSteel against all costs, losses and damages (including but not limited to legal costs on a solicitor/client basis, accounting costs and loss of profit) incurred or suffered by BluSteel as a result of such default and actions taken by BluSteel in respect of the same.



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9. TOLERANCES

References to sheet size, strand width, gauge and weight are approximate only. Whilst every effort is made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by BluSteel is subject to normal trade tolerances.

10. LIMITED LIABILITY

- (a) In no event shall BluSteel be responsible for any consequential loss, penalties, expenditure, damages or losses suffered or incurred by the customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the goods, whether arising from any defect in the goods, unsuitability for the customer's purpose, negligence by BluSteel or its employees or agents or in any other way.
- (b) Unless otherwise agreed in writing, BluSteel's liability to the customer for breach of any mandatory guarantees, undertakings, conditions and warranties implied into the agreement between BluSteel and the customer for the supply of the goods by operation of the Competition and Consumer Act 2010 and applicable State and Territory legislation ("Consumer Protection Laws") is limited, at BluSteel's option to:
 - (i) Replacing the goods or supplying equivalent goods; or
 - (ii) Paying the cost of replacing the goods or acquiring equivalent goods.
- (c) Without prejudice to paragraphs 10(a) and (b) and subject to the Consumer Protection Laws:
 - (i) Any goods supplied, but not manufactured, by BluSteel shall be covered only by the express warranty, if any, of the manufacturer of such goods;
 - (ii) BluSteel and its suppliers shall have no obligation in respect of any goods which have been improperly stored or handled or which have not been installed, operated or maintained according to instructions given by BluSteel or contained in supplier furnished manuals; and
 - (iii) Any such warranty shall be void if the customer replaces any goods supplied or proposed to be supplied by BluSteel with goods supplied by any other person.
- (d) For the purpose of ensuring proper installation of the goods, the customer hereby grants BluSteel reasonable access to the installation site and shall comply with any directions given by BluSteel regarding the correct method of installation.

11. NON STOCK ITEMS

Non stock goods, being goods not stocked by BluSteel and ordered by BluSteel from its supplier to the customer's specifications, are not returnable by the customer to BluSteel.

12. TERMS & CONDITIONS PREVAIL

These terms and conditions shall apply to all contracts for the supply of goods made between BluSteel and the customer, to the exclusion of any terms and conditions contained on the customer's purchase order or any other document submitted by the customer to BluSteel, and may only be amended by written agreement between Locker and the customer. Any waiver by either Locker or the customer shall only be effective if in writing.

13. GOVERNING LAW & ASSIGNMENT

- (a) These terms and conditions shall be subject to the laws of the Western Australia, and BluSteel and the customer agree to submit to the non-exclusive jurisdiction of the courts of the Western Australia and courts competent to hear appeals therefrom.
- (b) The customer may not assign or transfer any of its rights or obligations under these terms and conditions to any other person whatsoever without the prior written approval of BluSteel which may be withheld by BluSteel in its absolute discretion and without having to give a reason.

14. CREDIT TERMS

In the event of the Supplier granting credit facilities to the Applicant then the following terms shall apply:

- (a) All accounts are to be settled in full within 30 days of the date of the Supplier's statement.
 - (i) That should the Applicant default in the payment of any statement on due date then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Applicant within forty five (45) days of the date of demand and the Supplier shall be entitled to charge interest on all overdue accounts from the date of due payment at the rate which equates to the overdraft interest rate charge to the supplier by its bank from time to time.
 - (ii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Applicant and in case of payments to the Supplier's solicitors on an indemnity basis.
 - (iii) The Supplier shall be entitled without notice to terminate any credit arrangements with the Applicant in the event of the Applicant defaulting in any of the terms and conditions herein contained.
 - (iv) The Supplier shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.