

## CREDIT APPLICATION

This is an application for credit to be provided by Mascot Fabrication Pty Ltd trading as Mascot Steel, ABN: 33 909 741 327

- Credit is provided subject to the Credit Conditions, Trade Conditions and Guarantee and Indemnity.
- Information disclosed in this Credit Application may be used as set out in the Credit Conditions.
- Credit may only be provided on production of ORIGINAL APPLICATION.

### CUSTOMER DETAILS

Company Name: \_\_\_\_\_ ACN: \_\_\_\_\_

Business Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Type of business: Company / Trustee Company / Sole Trader / Partnership: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Commencement date of Business: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Emails Address: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

BSB: \_\_\_\_\_ Account No.: \_\_\_\_\_

Other commercial credit providers/ trade references:

1. Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Has the Customer or any persons related to the Customer been involved with:

(a) Bankruptcy; (b) management or control of a business which has been: wound up; had receivers appointed;  
or entered into a scheme for the benefit of creditors? (Please circle) Yes / No

If yes, please provide details: \_\_\_\_\_

GST registered: (Please circle): Yes / No Amount of credit requested: \$ \_\_\_\_\_

## CREDIT CONDITIONS

1. The Customer agrees that:
  - a. Supplier will only give credit when:
    - i. the Customer's Credit Application is approved by a Supplier, and
    - ii. the Customer orders Products from a Supplier
  - b. credit is available from each Supplier
  - c. if a Supplier does not approve a Credit Application the Customer cannot complete a Credit Application with another Supplier
  - d. the Purchase of Products from a Supplier and the provision of credit by a Supplier are subject to the Credit Conditions, Guarantee and Indemnity and Trade Conditions.
2. The Customer must pay the Supplier that supplied it with the Products by the last day of the month following the month in which the goods are supplied and/or the services are rendered.
3. The Supplier who approves the Credit Application decides the Credit Limit. The Customer will be told the Credit Limit when the Credit Application is approved. The Credit Limit is the total amount of credit that will be given to the Customer at one time by one or more Supplier.
4. A Supplier can vary the Credit Limit, change these Credit Conditions or withdraw credit at its sole discretion at any time without prior notice to the Customer. If a Supplier does change these Credit Conditions, it will tell the Customer and Guarantor of any changes made.
5. The Customer warrants that all Products it purchases from any Supplier on credit provided by the Supplier are wholly or predominantly for business or investment purposes (or both) and not for personal, domestic or household purposes
6. For the purposes of the Privacy Act 1988 (Cth) (Act), the Customer and each Guarantor, severally:
  - a. authorise any Supplier to disclose:
    - i. the information they provided in the Credit Application or Guarantee and Indemnity
    - ii. the fact that they have applied for credit or offered to act as Guarantor
  - b. authorise any Supplier to seek and obtain information about their:
    - i. credit worthiness
    - ii. history, standing or capacity.
  - c. acknowledge that information disclosed under clause 6(a) or obtained under clause 6(b) may be:
    - i. disclosed to or obtained from any of the following parties:
      1. credit reporting agencies
      2. other credit providers
      3. collecting agencies, and
      4. legal firms
    - ii. disclosed to or obtained from any of the parties in clause 6(c) (i) to:
      1. assess any Credit Application
      2. assess the suitability of a party as a Guarantor
      3. recover money which is payable from a party
      4. obtain a credit report about a party
      5. consider the status of any credit provided by a Supplier to the Customer where a party is in default with another credit provider
      6. notify another credit provider of a default by a party under credit provided by a Supplier.
  - d. acknowledge that information disclosed in the Credit Application or Guarantee and Indemnity can only be accessed:
    - i. by the party who disclosed that information
    - ii. from the Supplier that approved the relevant Credit Application C/ 261 Coward Street, Mascot, NSW 2020.
7. The Customer and each Guarantor acknowledge that:
  - a. all information provided in the Credit Application and the Guarantee and Indemnity is true, complete and correct
  - b. they have read and understand these Credit Conditions, the Guarantee and Indemnity and the Trade Conditions
  - c. by signing the Credit Application or the Guarantee and Indemnity, they are bound by these Credit Conditions, the Guarantee and Indemnity (where applicable) and the trade conditions.

## TRADE CONDITIONS

### 1. Definitions

In these Trade Conditions:

- a. Credit Application means the Customer's application for credit to be provided by any Supplier
- b. Customer means:
  - i. the party named as the customer in the Credit Application, or
  - ii. if no Credit Application is made, the party named under the heading 'Sold to' on the front side of the Tax Invoice
- c. Delivery Address means the address under the heading 'Ship to' on the front side of the Tax Invoice

- d. Guarantor means each Guarantor named as a Guarantor in the Guarantee and Indemnity
- e. Guarantee and indemnity means the guarantee and indemnity accompanying the Credit Application
- f. Order means the agreement between the Customer and the Supplier for the supply of Products by a Supplier to the Customer
- g. Products means the products and services that are ordered by the Customer from a Supplier
- h. Quote means a quote for the cost of the Products given by the Supplier to the Customer
- i. Supplier means Mascot Fabrication Pty Ltd
- j. Tax Invoice means the invoice for Products that are supplied by a Supplier to the Customer.

## 2. Application

By ordering Products, completing a Credit Application or signing a Guarantee and Indemnity, the Customer and each Guarantor accepts these Trade Conditions and acknowledges that they:

- a. apply to and are incorporated into every Order
- b. may only be changed by a written statement from a Supplier
- c. Supersede and are not modified or excluded by any conditions of purchase stated verbally or appearing on any document provided by the Customer.

## 3. Price

- a. The price of the Products is:
  - i. The price stated in the Quote, if the Customer makes an order within 30 days from the date of the Quote or any other period stated in the Quote, or
  - ii. if no Quote is in receipt, the price stated in the current price lists of the Supplier that is supplying the Products.
- b. The Customer must pay any GST payable on the supply of the Products.

## 4. Terms of payment

- a. If the Customer purchased the Products on credit provided by a Supplier under an approved Credit Application, the Customer must pay the supplier by the last day of the month following the month in which the goods are supplied and/or the services are rendered.
- b. If the Customer does not have an approved Credit Application with a Supplier, payment must be made in full before the Products are supplied.
- c. If the Customer does not pay for the Products in full in the applicable time specified in clauses 4(a) and 4(b) the Customer will be charged interest on any unpaid amount.
- d. Interest will be charged at a rate equivalent to 2% more than the rate charged to the Supplier that is supplying the Products for overdraft accommodation by its bankers at that time. Interest accrues daily and is calculated from the date payment is due to the date of payment in full. Payments will be credited to interest first.

## 5. Delivery

- a. A Supplier must deliver the Products to the Delivery Address and may deliver the Products in any number of instalments.
- b. When delivery is required, the Customer must provide appropriate access for delivery to the Delivery Address.
- c. The Customer acknowledges that:
  - i. delivery times given by a Supplier are estimates only
  - ii. the Customer is responsible for unloading Products at the Delivery Address including all costs associated with unloading
  - iii. any Products left with a Supplier:
    - 1. after they are ready for delivery, or
    - 2. for work to be done on them are left with a Supplier at the Customer's risk
  - iv. a Supplier is not liable for:
    - 1. any late or non-delivery of the Products or any loss or damage to any instalment of the Products whether or not a Supplier is legally responsible for the party who caused or contributed to that loss or damage
    - 2. any loss (including consequential loss), damage or delay suffered by the Customer or any third party arising from any late or non-delivery of, or loss or damage to any instalment of the Products.

## 6. Passing of risk

- a. The risk of loss or damage to the Products passes to the Customer when the Products are delivered to the Delivery Address.
- b. The Customer must insure all Products that are at the Customer's risk.

## 7. Retention of title

- a. Despite clause 6(a), title to the Products will not pass to the Customer until all amounts owed by the Customer to a Supplier are paid in full. Until that time:
  - i. a Supplier may:
    - 1. at any time, repossess the Products from any premises and will not be liable for trespass or any resulting damage
    - 2. keep or resell any Products repossessed under clause 7(a)(i)(1)
  - ii. the Customer:
    - 1. must not supply any of the Products to any party outside of its usual or ordinary course of business or allow any party to acquire any security interest in the Products

2. must properly store and insure the Products.

**8. Cancellations**

- a. The Customer cannot cancel an Order unless authorised in writing by a Supplier.
- b. If the Customer cancels an Order it indemnifies each Supplier against all losses arising from the Order and cancellation.

**9. Return**

- a. The Customer cannot return:
  - i. under any circumstances, any machined, cut or non-standard Products
  - ii. any other Products unless expressly stated in writing by a Supplier.
- b. If the Customer returns any Products, it must pay any re-stocking fee charged by a Supplier.

**10. Acceptance**

- a. The Customer must check all Products when they are delivered.
- b. The Customer must notify a Supplier within 48 hours of delivery of the Products of any allegation that any Products are not in accordance with an Order.
- c. On receiving a claim a Supplier can inspect Products at their location and choose to fix or replace the Products.
- d. Unless the Customer notifies a Supplier as set out in clause 10(b) the Customer must accept and pay for the Products.

**11. Default by Customer**

- a. The Customer is in default under an Order if it:
  - i. does not pay a Supplier in full for the Products in the time specified in clause 4(a)
  - ii. has its property seized under any distress or execution
  - iii. enters into a scheme or arrangement with creditors
  - iv. stops payment of or is unable to pay its debts when they fall due
  - v. is placed under any form of insolvency or bankruptcy administration
- b. If the Customer is in default under clause 11(a), each Supplier:
  - i. is released from its outstanding obligations to the Customer under any Order and has no liability to the Customer arising out of any Order
  - ii. can recover damages from the Customer for the price of the Products, interest payable under clause 4 (a), charges or expenses incurred by a Supplier as a consequence of the Customer's default and any other costs
  - iii. repossess the Products under clause 7(a)(i)(1).

**12. Liabilities, and indemnities**

- a. The Customer acknowledges that each Supplier:
  - i. supplies the Products in accordance with the plans specifications given by the Customer and does not warrant that the products are suitable for the use intended by the Customer
  - ii. relies on specifications provided by the manufacturer of the Products and does not warrant that the products will comply with those specifications
  - iii. supplies welding, cutting and similar services to a general purpose industry standard only
  - iv. is not liable for any advice or recommendation given by a Supplier, its employees, servants or agents or any other party in relation to the suitability of the Products for any particular use and the Customer relies on such advice at its own risk.
- b. The Customer:
  - i. at its cost, must give a Supplier all working plans and specifications required to by a Supplier to give a Customer a Quote for the supply of Products
  - ii. must satisfy itself that the Products are suitable for any purpose for which the Customer intends to use or re-supply them
  - iii. indemnifies each Supplier on a continuing and full indemnity basis in relation to any loss (including consequential loss) suffered by any person including a third party who has acquired Products from the Customer, caused by:
    - 1. the Products
    - 2. anything in the plans and specifications provided to a Supplier by the Customer
    - 3. any improper use of the Products by the Customer or any third party who has acquired the products from the Customer.
- c. Subject to clause 12(d) and except as expressly provided to the contrary in an Order:
  - i. all conditions, warranties, undertakings, inducements and representations whether expressed, implied, statutory or otherwise relating in any way to any Products sold under an Order are excluded
  - ii. each Supplier is not liable to the Customer for any loss (including consequential loss) or damage caused by:
    - 1. the Products
    - 2. any failure or omission by a Supplier to comply with its obligations
    - 3. any failure of the Products to comply with the manufacturer's specifications or meet the needs of the Customer.
- d. Nothing in these conditions will change any condition, warranty or liability that may be implied by any Australian legislation or regulation where to do so is illegal or would render any provision of an Order void. In those cases, a Supplier's liability will be limited at the option of a Supplier to any one or more of the following:
  - i. replacement of the Products or the supply of equivalent Products



- ii. repair of the Products
- iii. payment of the cost of replacing or repairing the Products or of acquiring equivalent Products
- iv. Title to any Products and any defective or replaced parts of the Products will revert to a Supplier upon the replacement or repair of the Products.

### 13. General

- a. The Credit Conditions, the Guarantee and Indemnity and these Trade Conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.
- b. Any part of the Credit Conditions, the Guarantee and Indemnity or these Trade Conditions held to be prohibited, invalid or unenforceable in any jurisdiction is ineffective to the extent of the prohibition, invalidity or unenforceability as to that jurisdiction without invalidating the rest of these conditions and will not affect the validity or enforceability of that provision in any other jurisdiction.

## GUARANTEE AND INDEMNITY

In consideration of the Supplier supplying the Products to the Customer, each Guarantor has agreed to enter into this Guarantee and Indemnity.

### 1. Guarantee and Indemnity

Each Guarantor:

- a. guarantees to pay all money that is owing to a Supplier by the Customer (Guaranteed Money), and
- b. as a separate obligation, indemnifies each Supplier against any loss (including consequential loss) suffered by a Supplier because:
  - i. any agreement between a Supplier and the Customer is unenforceable, or
  - ii. the Guaranteed Money (or part of it) is not recoverable from the Customer or must be refunded to the Customer.

### 2. Guarantor's Obligations

Each Guarantor:

- a. (a) acknowledges that their obligations under this Guarantee and Indemnity are:
  - i. Unconditional
  - ii. Irrevocable
  - iii. Continuing
  - iv. if there is more than one Guarantor, joint and several, and
  - v. not affected by anything which might operate to release or modify any liability under this Guarantee and Indemnity
- b. warrants that they have not taken, and must not take, security from the Customer for obligations of the Customer to the Guarantor
- c. indemnifies each Supplier for all costs of enforcing this Guarantee and Indemnity
- d. if the Customer defaults in payment of the Guaranteed Money, must pay the Guaranteed Money to or as directed by a Supplier.

### 3. Evidence of indebtedness

Each Guarantor acknowledges that any:

- a. judgment
- b. order
- c. award, or
- d. certificate

binding on the Customer is also binding on the Guarantor.

### 4. Independent legal advice

Each Guarantor warrants that it has:

- a. executed this Guarantee and Indemnity voluntarily
- b. read and understood the true nature and effect of this Guarantee and Indemnity
- c. either: obtained or had a reasonable opportunity to obtain but declined to obtain independent legal and financial advice about this Guarantee and Indemnity.

Signed for the Customer by the persons signing below who warrant that:

- a. they are authorised to sign for the Customer, have read and understood and agree to be bound by this Credit Application, the Credit Conditions and Trade Conditions, as outlined in these four (4) pages.
- b. by signing this Guarantee and Indemnity, each Guarantor acknowledges that they have read and agree to be bound by this Guarantee and Indemnity. Information disclosed by a Guarantor in this Guarantee and Indemnity may be used as set out in the Credit Conditions.



**Director/Proprietor 1**

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

**Director/Proprietor 2**

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

---

**CREDIT APPROVAL (Supplier use only)**

The Customer's Credit Application is accepted/rejected by each Supplier.

Credit Limit: \$ \_\_\_\_\_

Authorised: \_\_\_\_\_ Date: \_\_\_\_\_