



Super Steel Australia Pty Ltd
ABN: 17 107 320 338

Cnr Musgrave & Sway Street
Coopers Plains QLD 4108

Tel: 13 003 SUPER (78737)
or (07) 3274-3111
Fax: (07) 3274-3112

Dear Customer

Please find attached a copy of our Commercial Credit Application form. Once completed, fax a copy to our Accounts Department on 07 3274-3112 and mail the originals to:

Accounts Receivable
Super Steel Australia Pty Ltd
PO Box 1003
ARCHERFIELD BC QLD 4108

- Could you please ensure that the original application form has the signature of *all Directors* named accordingly.
- In addition, please ensure that the Personal Guarantee is signed and witnessed. Each Director signature must have a witness signature.
- All valid and reputable references will prompt a speedy assessment.
- All originals to be returned to us as soon as possible.

Yours sincerely

MATTHEW KOSTER
Managing Director
Super Steel Australia Pty Ltd



TERMS AND CONDITIONS

COMMERCIAL CREDIT APPLICATION

APPLICANT DETAILS:

PUBLIC COMPANY/ PRIVATE COMPANY/ TRUST/ PARTNERSHIP/ SOLE TRADER

Registered Business Name: _____ ABN: _____

Trading Name: _____ ACN: _____

Postal Address: _____ Postcode: _____

Delivery Address: _____ Postcode: _____

Telephone: _____ Fax: _____ Mobile: _____

Contact Name: _____ Position: _____

Email Address for Sales Order Confirmations: _____

Email Address for Invoices / Statements: _____

FULL NAMES AND RESIDENTIAL ADDRESSES OF ALL DIRECTORS/ PARTNERS/ PROPRIETORS:

| Name: | Address: | D.O.B. |
|-------|----------|-------------------|
| _____ | _____ |/...../..... |
| _____ | _____ |/...../..... |
| _____ | _____ |/...../..... |

BUSINESS DETAILS:

Nature of Business _____ Date Commenced: _____
_____/_____/_____

Annual Sales \$ _____ Paid Up Capital \$ _____ Assets \$ _____

Premises Rented/ Owned _____ Order No. Required: YES/NO Credit Required per Month \$ _____

TRADE REFERENCES (x 5) – (please supply both telephone and fax numbers for us to contact)

| Name: | Phone: | Fax: |
|----------|--------|-------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |



TERMS AND CONDITIONS

ABN: 17 107 320 338

TERMS AND CONDITIONS

These terms form part of each agreement between Super Steel and the Customer for the supply of Goods and Services by Super Steel. The Customer accepts these terms by either signing the attached Commercial Credit application or placing an order with Super Steel. Any other terms purported to be incorporated by the Customer are hereby excluded.

1. DEFINITIONS

- 1.1 "Agreement" shall mean the Agreement formed between Super Steel and the Customer by submitting the completed Application to Super Steel for Commercial Credit and includes these Terms and Conditions and Super Steel's acceptance of the completed application, which is confirmed by the Customer either expressly or by its conduct placing on order.
- 1.2 "Customer" shall mean the person(s), business, company or the Trustee(s) who applied for Commercial Credit with Super Steel pursuant to this Commercial Credit Application, or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Goods" shall mean any Goods supplied by Super Steel to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4 "GST" has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.5 "PPSA" means the Personal Property Securities Act 2009 (Cth).
- 1.6 "PPSR" means the Personal Property Securities Register.
- 1.7 "Price" shall mean the cost of the Goods as determined by Super Steel subject to this Agreement.
- 1.8 "Purchase Money Security Interest" has the meaning prescribed to it in section 14 of the PPSA.
- 1.9 "Security Agreement", "Financing Statement", "Financing Change Statement", "Verification Statement", "Collateral" and "Registration" have the meanings prescribed to them in section 10 of the PPSA.
- 1.10 "Security Interest" has the meaning prescribed to it in section 12 of the PPSA.
- 1.11 "Services" shall mean all services supplied by Super Steel to the Customer and includes any advice or recommendations.
- 1.12 "Super Steel" shall mean Super Steel Australia Pty Ltd and its successors and assigns.
- 1.13 "Terms and Conditions" shall mean these Terms & Conditions.

2. QUOTATION

Where Super Steel quotes for supply of Goods and/or Services to the Customer, the quotation is open for acceptance for 7 days unless a different period is stated in the quotation. All Goods quoted are subject to prior sale and availability.

3. AGREEMENT

Super Steel agrees to supply to the Customer and the Customer agrees to acquire from Super Steel the Goods and Services for the Price. The Price means the agreed price applicable for the Goods and Services at the date of the transaction as shown on the invoice. This Agreement may not be varied except by an agreement in writing expressly approved by duly authorised representatives of the parties.



TERMS AND CONDITIONS

4. ADDITIONAL CHARGES

The following are not included in the Price unless specifically quoted and shown on invoice:

- (a) delivery and Insurance charges
- (b) any sales, value added or consumption taxes, stamp duty and any other taxes, fees and government levies or charges which may be imposed with respect to this Agreement
- (c) any additional costs incurred by Super Steel or the Customer in fulfilling this Agreement.

5. PAYMENT

- 5.1 The Customer agrees to pay Super Steel by cash/EFT/Cheque/bank deposit for delivery of Goods and/or performance of Services supplied under this Agreement.
- 5.2 If Super Steel extends credit to the Customer, payment must be made within thirty days of the end of the month in which delivery occurs.
- 5.3 If the Customer defaults in making payment under this Agreement, Super Steel may charge interest on outstanding monies at the rate of 1.25% per month for the period of the default. Interest is calculated on daily balances.
- 5.4 A payment by cheque is not treated as received by Super Steel until the cheque has been honoured on presentation.
- 5.5 The Customer must not assert or exercise any right of set off against monies payable by it to Super Steel under this Agreement.
- 5.6 To the extent permissible by law, the Customer agrees to reimburse Super Steel for its full cost of recovering or attempting to recover amounts not paid by the Customer when due, including, but not limited to, fees paid to a collection agency, legal fees and expenses. Amounts received by Super Steel may be applied first against interest charges and expenses and then to overdue account.

6. DELIVERY

- 6.1 Delivery of Goods occurs when they are dispatched from Super Steel's premises.
- 6.2 Delivery dates are estimates only. Super Steel will notify the Customer when Goods are available for delivery. If specified in the quotation Super Steel will arrange on behalf of the Customer for Goods to be sent to the Customer at another address.
- 6.3 Delivery may be made in instalments. Each instalment will be treated as a separate delivery with the Price being apportioned in accordance with the proportion of Goods delivered.
- 6.4 Super Steel may delay or refuse to make deliveries if payment of previous deliveries is overdue.

7. ACCEPTANCE

- 7.1 The Customer must within 2 working days after delivery to inspect the Goods and give Super Steel written notice of damage, shortages or anything else not in accordance with this Agreement.
- 7.2 The Customer agrees to keep goods referred to in a notice given under this clause (and in the case of shortages the remainder of the Goods delivered) in the condition in which they were delivered until Super Steel has inspected them. Super Steel agrees to inspect them as soon as practicable after receipt of the notice.
- 7.3 Goods are taken to be as ordered if the Customer does not give the notice referred to in this clause or the Goods referred to in a notice are altered or damaged after delivery. The Customer must then accept and pay for them.
- 7.4 If Super Steel delivers less than the full quantity of goods, the Customer may not reject those delivered. If Super Steel delivers extra or different goods, the



TERMS AND CONDITIONS

Customer may reject only the extra or different goods.

8. CANCELLATION

8.1 Super Steel is not bound to accept cancellation of an order nor the return of Goods except by prior arrangement. The Goods must be returned within 7 days of delivery. A restocking fee may be charged. The fee will be calculated with reference to the cost to Super Steel. Outward and inward freight and transport charges are the responsibility of the Customer. If not prepaid by the Customer they will be deducted from any credit.

8.2 The following Goods cannot be returned for credit:

- **Goods specially made, modified or imported for the Customer.**
- **Goods altered or damaged by the Customer.**

9. CREDIT

Super Steel may extend credit to the Customer with or without additional conditions. Super Steel may withhold credit even if there are existing credit arrangements. Super Steel may increase or decrease the amount of credit supplied under this Agreement.

10. RISK

The Goods shall be at the sole risk of the Customer as soon as they are despatched from Super Steel unless the quotation and invoice provides expressly to the contrary.

11. RETENTION OF TITLE

11.1 It is the intention of Super Steel and agreed to by the Customer that the property in the Goods shall not pass until:

- (a) the Customer has paid all amounts owing for the Goods; and**
- (b) the Customer has met all other obligations due by the Customer to Super Steel in respect of any Agreement between Super Steel and the Customer, and that where practicable, the Goods shall be kept separate until Super Steel shall have received payment and all other obligations of the Customer are met.**

11.2 It is further agreed that:

11.2.1 This retention of title clause constitutes a Security Agreement pursuant to the PPSA which creates a Security Interest in all Goods and Services supplied by Super Steel to the Customer. It is the intention of Super Steel and the Customer that upon registration of Super Steel Security Interest on the PPSR, a Purchase Money Security Interest will result.

11.2.2 Until such time as ownership of the Goods shall pass from Super Steel to the Customer, Super Steel may give notice in writing to the Customer to return the Goods or any of them to Super Steel. Upon such notice the Customer's rights to obtain ownership or any other interest in the Goods shall cease.

11.2.3 Super Steel shall have the right of stopping the Goods in transit whether or not delivery has been made.

11.2.4 If The Customer fails to return the Goods to Super Steel then Super Steel or any agent thereof may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of The Customer, where the Goods are situated and take possession of the said Goods.

11.2.5 The Customer is a bailee of the Goods and until such time Super Steel has received payment in full for the Goods the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for Super Steel.

11.2.6 The Customer shall not deal with the money of Super Steel in any way which may be adverse to Super Steel.

11.2.7 The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Super Steel.



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- 11.2.8 Super Steel may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to Super Steel arising out of these Terms and Conditions, and Super Steel may take any lawful steps to require payment of the amounts due and the Price.
 - 11.2.9 Super Steel can issue legal proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.
 - 11.2.10 Until such time that ownership in the Goods passes to the Customer, if the Goods are so converted, the parties agree that Super Steel will be the owner of the Goods.
- 11.3. The Customer acknowledges and agrees that by agreeing to these Terms and Conditions of Trade, the Customer grants a Security Interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to Super Steel and in all Goods including Services previously supplied by Super Steel to the Customer (or for the Customer account) and these Terms and Conditions shall apply notwithstanding anything express or implied to the contrary contained in the Customer purchase order. The Customer additionally agrees that Super Steel can without notice to the Customer seek Registration of its Security Interest as a Purchase Money Security Interest on the PPSR and under the PPSA.
- 11.4 The Customer acknowledges, agrees and undertakes to:
- (a) give Super Steel not less than 14 days written notice of any proposed change in the Customer name and/or any other changes in the Customer details (including but not limited to, changes in the Customer address, facsimile number, email address, trading name or business practice);
 - (b) pay all costs incurred by Super Steel in the Registration and maintenance of its Financing Statement to enable Registration of its Security Interest (including registering a Financing Change Statement) on the PPSR and such costs shall not exceed the regulated cost for registering or maintaining or updating a Security Interest, as amended from time to time, together with an administrative charge of \$10.00 per Registration and/or amendment to, a Security Interest, as a genuine pre-estimate of Super Steel's costs, and/or enforcing or attempting to enforce the Security Interest created by these Terms and Conditions including but not limited to, executing subordination Agreements;
 - (c) be responsible for the full costs incurred by Super Steel (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
 - (d) the Customer acknowledges and agrees to waive any rights that the Customer may have had under section 115 of the PPSA upon enforcement;
- 11.5 Until ownership of the Goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the extent that it is permitted by law to:
- (a) receive a notice of intention of removal of an accession (s.95);
 - (b) receive a notice that Super Steel has determined to enforce its security interest in accordance with land law (s118);
 - (c) receive a notice of enforcement action against liquid assets;
 - (d) receive a notice of disposal of Goods by Super Steel that it is purchasing the Goods. (s130);
 - (e) receive a notice to dispose of the Goods (s130);
 - (f) receive a statement of account following disposal of the Goods (s132(2));



TERMS AND CONDITIONS

- (g) receive statement of account if no disposal of the Goods, six monthly (s152(4));
- (h) receive notice of any proposal by Super Steel to retain and dispose of the Goods (s135(2))
- (i) object to any proposal by Super Steel to either retain and dispose of the Goods (s137(3))
- (j) redeem the Goods (s142);
- (k) reinstate the Security Agreement (s143); and
- (l) receive a notice of any Verification Statement (s157(1) and 153(3))

12. EXCLUSION OF LIABILITY

12.1 To the extent permitted by law, Super Steel's sole liability for any breach of any term is limited.

- (a) In the case of Goods supplied by Super Steel to any one of the following as determined by Super Steel
 1. The replacement of the Goods or the supply of equivalent goods
 2. The payment of the cost of replacing the Goods or of acquiring equivalent goods.
 3. The repair of the Goods
 4. The payment of having the Goods repaired
- (b) In the case of services supplied by Super Steel to any one of the following as determined by Super Steel
 1. The supplying of Services again
 2. The payment of the cost of having the Services supplied again.

12.2 The Customer does not rely on any representation, warranty or other term made by or on behalf of Super Steel, which is not represented in this Agreement in clear terms. Super Steel is not liable for any damage, economic loss or loss of profits whether direct, indirect, general, special or consequential

- (i) arising out of a breach of an implied or express term; or
- (ii) suffered as a result of the negligence of Super Steel or its employees or agents from liability as set out in the previous clause.

13. UNFORSEEN EVENTS

Except for any payment obligations, neither party is liable for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure is caused by an event beyond that party's reasonable control. Super Steel may terminate this Agreement at any time during the delay.

14. TERMINATION

In addition to any other right of termination Super Steel may terminate this Agreement forthwith if the Customer becomes, threatens or resolves to become in jeopardy of becoming, subject to any form of insolvency administration, or the Customer ceases or threatens to cease conducting its business in the normal manner.

15. RECOVERY PROCEEDINGS

The law of Queensland will govern these Terms and Conditions and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland in the determination of any dispute between the parties.



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16. PRICE EXCLUSIVE OF GST

The Customer agrees that unless otherwise stated, the Price as quoted by Super Steel is exclusive of GST (as defined under the Goods and Services Tax Act 1999 and that if any supply made under this Agreement is subject to GST, the Customer must pay Super Steel an amount sufficient to ensure that Super Steel retains, after payment of GST, the amount that it would have received had GST not been so payable. Any amount payable by the Customer under this Clause must be paid on the same date as payment is required in relation to the underlying supply giving rise to the GST. Super Steel must issue to the Customer a tax invoice enabling the Customer to claim any applicable input tax credits in respect of the amount of GST charged to the Customer.

17. SEVERABILITY OF TERMS

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions and the offending provision or part provision shall be severed from these Terms and Conditions

18. THIRD PARTY SUPPLIES

The Customer agrees that where a third party operates a business which provides farm supplies and the Customer allows the third party to use of the Customer's name and/or allows the third party to represent itself as part of the Customer's network (save where the Customer has identified the third party to Super Steel as contracting with Super Steel as a separate entity to the Customer), the Customer warrants to Super Steel that the third party is acting as a duly authorized agent of the Customer.

STANDARD CONTRACT TERMS

- I/We have read and understood the Customer Standard Contract Terms
- I/We agree that the Customer Standard Contract Terms current at the time apply to the transactions between us

CREDIT APPLICATION

- I/We declare that the information in this application is correct.
- The Customer may stop providing further credit at any time.
- I/We acknowledge that failure to comply with the Customer Standard Contract Terms will cause the withdrawal of credit facilities and lead to subsequent legal action.
- The Customer are not required to inform me/us of the amount of credit the Customer decide to give me/us.
- I/We understand that the Customer may give credit for a different amount than is asked for in this application.

PRIVACY AUTHORITY

I/ We authorise Super Steel to do the following:

- Give Credit Reporting Agencies personal information (including an opinion) about me/us of the kind set out in Section 18E(1) including information contained in this application.
- Obtain from a credit reporting agency a credit report containing personal information about me/us as covered by Section 18(1)(b) and (h).
- Give to and obtain from credit providers information about my/our credit arrangements of the kind described in Section 18N(1)(b) including information about my credit worthiness, credit standing, credit history or credit capacity.



TERMS AND CONDITIONS

SIGNATURE OF APPLICANTS

| | | |
|--------------------------|-------|-------|
| Signature ..... | ..... | ..... |
| Name ..... | ..... | ..... |
| Position ..... | ..... | ..... |
| Date ..... | ..... | ..... |
| Witness ..... | ..... | ..... |
| Name of Witness ..... | ..... | ..... |

OFFICE USE ONLY

Account Code: _____ Credit Limit: _____

Checked By: _____ Date: / /201



TERMS AND CONDITIONS

PERSONAL GUARANTEE

- In consideration of your agreeing to supply goods or services or both on credit to the applicant at my/our Request, I/We guarantee separately and together to you the performance by the applicant of each obligation under an agreement between the applicant and you.
- I/We each agree to pay you on demand any money payable to you by the applicant plus expenses incurred by you as a result of default by the applicant or by us.
- I/We each charge with the payment of the monies secured by this guarantee all my/our beneficial interest in land held now or in the future by me/us. I/We agree that if demand is made to me/us by you, I/We will immediately execute a mortgage or other instrument as requested by you. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by you to be my/our true and lawful attorney to execute and register such instruments. I/We consent to you lodging a caveat against real property owned by me/us to protect your interest under this guarantee in the case of payment default by the applicant. I/We agree to waive all rights inconsistent with anything in this guarantee.
- You are not required to inform me/us of the amount of credit you give the applicant. This guarantee is not limited to the amount shown in this application as CREDIT REQUIRED PER MONTH. I/We understand that you may give to the applicant more credit than the applicant has asked for in this application.
- This guarantee is a continuing guarantee and operates even if you have given the applicant time to pay, the applicant becomes insolvent, you stop supplying credit to the applicant, an agreement between you and the applicant is unenforceable for any reason or you do not act promptly to enforce your rights.
- I/We understand that we may only withdraw from this guarantee after giving you 14 days prior notice. Even then this guarantee will continue in force for all agreements entered into between the applicant and you before the guarantee is withdrawn.

PRIVACY AUTHORITY

I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant Super Steel Australia Pty Ltd may obtain from a credit reporting agency a credit report containing personal information about me/us.

SIGNATURE OF GUARANTORS

Signature

Name

Date

Witness

Name of Witness

OFFICE USE ONLY

Account Code: _____ Credit Limit: _____

Checked By: _____ Date: _____