



Office Use Only	
Date Received	_____
Customer Code	_____
Credit Limit	_____
Approved by	_____
Date Opened/Denied	_____

APPLICATION FOR 30 DAY CREDIT ACCOUNT

Are you: (Please tick) Company Other (Please complete Section 1)
 Partnership Sole Trader (Please complete Section 2)

THIS SECTION MUST BE COMPLETED BY ALL APPLICANTS

Legal Entity: _____
Trading Name: _____ Industry Type: _____
ABN: _____ ACN: _____
Trading Address: _____ Post Code: _____
Postal Address: _____ Post Code: _____
Phone: () _____ Fax: () _____
Delivery Contact: _____ Mobile No: _____
Accounts Payable Contact: _____ Acc. Payable Phone: () _____
Email: _____
Total Amount of Credit Sought: _____ Do you require order number to be quoted? Yes No

SECTION 1 COMPANIES ONLY

Full names and addresses of all directors required.
Directors must sign Section 5 and provide copy of Drivers Licence

Surname: _____ **Christian Names:** _____
Private Address: _____ Post Code: _____
Phone/Mob No: () _____ **Drivers Licence No:** _____

Surname: _____ **Christian Names:** _____
Private Address: _____ Post Code: _____
Phone/Mob No: () _____ **Drivers Licence No:** _____

Surname: _____ **Christian Names:** _____
Private Address: _____ Post Code: _____
Phone/Mob No: () _____ **Drivers Licence No:** _____

SECTION 2 SOLE TRADER, FIRM OR PARTNERSHIP ONLY

Full names and addresses of all partners required with copy of **Drivers Licence**

Surname: _____ Christian Names: _____

Private Address: _____ Post Code: _____

Phone/Mob No: () _____ **Drivers Licence No:** _____

Surname: _____ Christian Names: _____

Private Address: _____ Post Code: _____

Phone/Mob No: () _____ **Drivers Licence No:** _____

Surname: _____ Christian Names: _____

Private Address: _____ Post Code: _____

Phone/Mob No: () _____ **Drivers Licence No:** _____

SECTION 3 TRADE REFERENCES – Minimum of 3 required.

Name of Business: _____

Contact Name: _____ Phone: _____

Email: _____

Name of Business: _____

Contact Name: _____ Phone: _____

Email: _____

Name of Business: _____

Contact Name: _____ Phone: _____

Email: _____

Name of Business: _____

Contact Name: _____ Phone: _____

Email: _____

SECTION 4 | **DECLARATION AND EXECUTION**

The applicant applies for credit on the following terms and condition of credit.

1. Agrees that the trade references listed above may be approached in order to assist processing of this application.
2. Warrants that the information in this application is true and correct.
3. Agrees that any changes which affect the trading address, legal entity, structure of management or control of the applicant will be notified to Steel Supplies Bomen Pty Ltd in writing within 7 days of the change becoming effective.
4. Agrees that the terms of payment are 30 days from EOM unless otherwise stated in this application.
5. Acknowledges that payment must reach Steel Supplies Bomen Pty Ltd on or before the date specified in (4) above.
6. Acknowledges that the credit facility may be withdrawn if payment has not been received by the due date.
7. Acknowledges receipt of and agrees to observe the Company's terms and conditions of sale.
8. Agrees that if any amount is not paid within the agreed terms of payment, interest may be charged at a rate of 18% per annum on the amount overdue from the period due date until payment is made in full.
9. Agrees that if the applicant is a company, this application is to be supported by a guarantee in the form set out in this application and the applicant undertakes to have the guarantees completed to the Company's satisfaction and to be bound by its terms.

Sole trader/partners/sole director must sign below. If a multi-director company, all directors must sign below.

Signature: _____ Date: _____

Name: _____ Position Held: _____

Signature: _____ Date: _____

Name: _____ Position Held: _____

Signature: _____ Date: _____

Name: _____ Position Held: _____

SECTION 5 | **GUARANTEE AND INDEMNITY**

In consideration of Steel Supplies Bomen Pty Ltd granting credit to the applicant in accordance with the terms of credit notified in the application, the guarantors for themselves each of their executors, administrators and assigns, unconditionally agree that they and each of them will be (with the applicant) jointly and severally liable to Steel Supplies Bomen Pty Ltd for payment of all monies and any interest thereon due and payable by the applicant to Steel Supplies Bomen Pty Ltd and for the performance and observance of the terms of credit by the applicant. By signing below agrees to this entire document.

Guarantors Full Name: _____ Guarantors Signature: _____

Name of Witness: _____ Witness Signature: _____

Address of Witness: _____

Guarantors Full Name: _____ Guarantors Signature: _____

Name of Witness: _____ Witness Signature: _____

Address of Witness: _____

SECTION 6 TERMS AND CONDITIONS OF SALE

Goods and/or services supplied by Steel Supplies Bomen are supplied upon the following terms and conditions, and Steel Supplies Bomen reserves the right to reject any other conditional terms placed by the Purchaser.

1. A contract is established between Steel Supplies Bomen and the Purchaser when Steel Supplies Bomen receives an order to supply goods and/or services and either issues a written acknowledgement to the Purchaser or despatches goods and/or provides services pursuant to that order.
2. Steel Supplies Bomen reserves the right at any time to reject any such order at its sole discretion.
3. Any cancellation of an order by the Purchaser must be made to Steel Supplies Bomen in writing. Steel Supplies Bomen reserves the right, at its sole discretion, to accept the cancellation of that order, and the Purchaser shall unconditionally indemnify Steel Supplies Bomen against any loss or damage caused by such cancellation.
4. In the absence of a written order for the supply of goods and/or services, the Purchaser agrees that the invoice issued by Steel Supplies Bomen accurately replicates and represents the order as placed by the Purchaser.
5. The price and the terms of trade are such as quoted by Steel Supplies Bomen, or as otherwise agreed to by Steel Supplies Bomen. All prices quoted are G.S.T. exclusive, and are subject to G.S.T. where applicable.
6. Despatch dates will be observed subject to Steel Supplies Bomen's ability to prepare such goods and/or services and effect delivery by available means. Choice of carrier will be at Steel Supplies Bomen's absolute discretion, unless otherwise agreed to by Steel Supplies Bomen.
7. All risk in and for such goods and/or services shall pass to the Purchaser either upon delivery to such location nominated or agreed to by the Purchaser, or upon collection by the Purchaser, or any servant, agent, courier or carrier of the Purchaser, as the case may be, and the Purchaser absolutely indemnifies Steel Supplies Bomen against such risk.
8. At Steel Supplies Bomen election, payment of this invoice is to be made within thirty (30) days following the month in which the invoice is dated, or such other terms as agreed to or as specifically stated on this invoice.
9. In the event that payment of this invoice is not made in accordance with clause 8 of these conditions, the Purchaser shall forfeit the right to make any claim against Steel Supplies Bomen whatsoever and shall grant an unconditional and irrevocable indemnity to Steel Supplies Bomen against any such claim, and shall pay interest to Steel Supplies Bomen on any outstanding debts at the rate of eighteen per cent (18%) per annum compounded. If Steel Supplies Bomen incurs any expense to recover payment of this invoice, the Purchaser agrees to reimburse Steel Supplies Bomen for all such expense incurred.
10. The Purchaser and the guarantors of the Purchaser's obligations to Steel Supplies Bomen, each charge all of their personal and real, circulating and non-circulating property, including proceeds, with their present and future obligations to Steel Supplies Bomen. The Purchaser and the guarantors waive Steel Supplies Bomen obligation to supply them with a verification statement of the registration of this charge under the Personal Property Security legislation.
11. Title to ownership of any goods and/or services is retained by Steel Supplies Bomen until complete payment by the Purchaser of all outstanding claims are received by Steel Supplies Bomen. Prior to the use or resale of any goods, the Purchaser shall store and maintain them in such original condition as when they departed from Steel Supplies Bomen. If the goods are resold, or used in the manufacture of other goods and/or services and/or structures, the Purchaser shall act as fiduciary in the recovery of payment for the goods and/or services, segregating such proceeds for the account of Steel Supplies Bomen until payment is effected in full. The Purchaser assigns to Steel Supplies Bomen any claims or rights to payments from the Purchaser's debtors in order to enable Steel Supplies Bomen to make full recovery of any monies owed in respect of such goods and/or services supplied. In the event of the Purchaser failing to pay for such goods and/or services in accordance with clause 8 of these conditions, the Purchaser irrevocably grants to Steel Supplies Bomen and any of its agents, the unconditional authority and consent to enter the Purchaser's premises or any other location where the goods may be held, stored or installed for the express purpose of retrieving them, or where the goods are fixed or have become a fixture to any other goods and/or structures, to use reasonable force to remove, detach, disassemble or otherwise take possession of the goods and/or services without liability for trespass, negligence or payment of any compensation to the Purchaser whatsoever, and the Purchaser shall indemnify Steel Supplies Bomen forever against any such claims brought by any other party.
12. Steel Supplies Bomen guarantees that such goods and/or services shall be delivered reasonably free from defect or damage but is not responsible for the use or misuse of the goods and/or services by the Purchaser or any third or subsequent party.
13. Steel Supplies Bomen will not consider any claim against this invoice, or such goods and/or services covered by this invoice, unless such claim is made in writing within seven (7) days of the receipt of the invoice, or the delivery of such goods and/or services, respectively.
14. Any claim for remedy by the Purchaser for any breach of conditions, warranty or condition of goods and/or services covered by this invoice shall be limited to either their replacement, the supply of their equivalent or of a refund of monies paid for such goods and/or services, and shall not include any consequential loss or damages in the event of any defect in or failure of such goods and/or services supplied.
15. Steel Supplies Bomen reserves the right in its sole and absolute discretion, and upon whatever conditions it imposes, to accept any goods and/or services returned by the Purchaser, and to credit the Purchaser subject to clause 9 of these conditions, and the Purchaser agrees to pay a handling and administration charge of 15% of the purchase price.
16. The Purchaser hereby releases, indemnifies and protects Steel Supplies Bomen from and against any loss, liability, claim, suit and/or cost suffered caused by circumstances beyond its control, but not limited to, strikes, lock-outs, labour disturbances, Acts of God, statutes, riot, war, commotion, fire, flood, earthquake, power failure or similar event, or any consequential loss, liability, claim, damages, suit or expense suffered by the Purchaser or any other party as a result of any such event.
17. When processing the Purchaser's own materials, Steel Supplies Bomen will endeavour to achieve industry acceptable standards of production, but will not accept liability for any failure to meet these standards. Liability is strictly limited to the invoice value of the work or service performed.
18. This sale is governed by the laws of the State of New South Wales and the Commonwealth of Australia, and any dispute arising therefrom shall be subject to the courts of these jurisdictions.
19. Steel Supplies Bomen does not waive any of its legal rights in respect of these conditions, or of any goods and/or services, and shall not be bound by any waiver made by its servants or agents on any particular occasion. Steel Supplies Bomen expressly excludes all implied terms, conditions and warranties, and these conditions will not be varied unless Steel Supplies Bomen agrees in writing.
20. This Credit Account facility will cease if the facility remains dormant for a period of twelve (12) months.
21. If any of these terms shall become, or are found to be unlawful or invalid, then they shall be severed from these terms and conditions, so as to preserve the remaining terms and conditions as valid and binding.