

Credit Application Form



Vulcan Steel (Australia) Pty Ltd

ABN: 61 100 061 283

Head Office: 72 – 86 Nathan Road, PO Box 7056, Dandenong VIC 3175

Accounts Receivable email: accounts.aus@vulcan.co

Accounts Receivable Phone: 03 8792 9699

Type of organisation (<i>please circle</i>):	COMPANY	PARTNERSHIP	SOLE PROPRIETOR	GOVERNMENT DEPARTMENT	TRUST
Legal name of Customer applying for credit:					
Trading name of Customer (<i>if different from above</i>):					
ABN:			ACN:		
Nature of business:					
Postal address:					
Physical address:					
Contact person:			Contact email:		
Contact phone:			Estimated monthly purchases: \$		
Accounts email (<i>for invoicing and statements</i>):					
Please list Associated or Subsidiary Companies:					
Details of all Directors/Partners/Proprietors/Trustees (<i>please attach a separate page if insufficient space</i>):					
Name	Residential Address	D.I.N.*	D.O.B.	Drivers Licence	
Name	Residential Address	D.I.N.*	D.O.B.	Drivers Licence	
Name	Residential Address	D.I.N.*	D.O.B.	Drivers Licence	
Please provide a minimum of three (3) references:					
Name	Contact Details (<i>Phone/Accounts email</i>)				
Name	Contact Details (<i>Phone/Accounts email</i>)				
Name	Contact Details (<i>Phone/Accounts email</i>)				

* Director Identification Number

Terms relating to this Credit Application Form

The applicant listed in this Credit Application Form (**Form**) confirms, acknowledges and/or agrees that:

- All information provided in this Form is true and correct.
- This Form does not infer that credit will be granted by Vulcan Steel (Australia) Pty Limited (**Vulcan**) and Vulcan reserves the right to decline this credit application without giving any reason for its decision.
- This Form must be completed in full. If any requested information is not provided, this credit application cannot be processed.
- Any alterations or deletions to this Form or the Terms will void this credit application, unless Vulcan has given its prior consent to such changes.
- Vulcan may make enquiries as to the credit and financial situation of the applicant and any director, partner, trustee and other individual named in this application, and such parties consent to the information provided in this Form and any information obtained as a result of such enquiries being collected, stored, used and shared by Vulcan (including providing to a credit reporting agency, debt collector or any other party reasonably connected to the provision of credit or the collection of debt).
- Vulcan may require all or any directors/partners/proprietors/trustees of the applicant to sign a separate Personal Guarantee and Indemnity.
- All purchases from Vulcan will be on Vulcan's standard terms and conditions of sale that are current from time to time (**Terms**). The Terms that are current as at the date of this credit application are printed on the reverse of this Form.
- Vulcan reserves the right to suspend or withdraw credit facilities at any time without notice.
- Vulcan is committed to protecting individuals' privacy. A copy of Vulcan's Privacy Policy is available on our website – www.vulcan.co

Signature

Date signed

Name

Relationship to Customer (*e.g. director, shareholder, partner, trustee*)

Introduction

- A. Vulcan Steel (Australia) Pty Limited (ABN 61 100 061 283) (Vulcan) and the customer named below (Customer) have agreed that Vulcan will supply Goods to the Customer and that Vulcan will extend (or continue to extend) credit to the Customer on the terms and conditions set out in Vulcan's terms and conditions of sale (Terms), provided that the person(s) named below (Guarantor(s)) agree to provide the guarantees and indemnity set out in this agreement (Guarantee).
B. In this Guarantee, "Goods" means all goods and/or services supplied by Vulcan to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document issued by Vulcan.

Customer Details

Legal name of Customer:

Trading name of Customer (if different from above):

It is agreed

- 1. The Guarantor(s) unconditionally and irrevocably guarantee to Vulcan the due and punctual payment by the Customer of all amounts which are now owing, or may from time to time be owing, by the Customer to Vulcan (Debt).
2. The Guarantor(s) unconditionally and irrevocably indemnify Vulcan against all losses, damages and costs (including legal and debt collection costs) that Vulcan may suffer or incur in relation to the Debt.
3. This Guarantee is a continuing guarantee and indemnity and the Guarantor(s) obligations will remain in force until the Debt has been paid in full and the Guarantor(s) receive written confirmation from Vulcan that the Guarantor(s) is released from its obligations and liability under this Guarantee.
4. Vulcan may enforce this Guarantee without first taking steps or making a claim against the Customer or any other person.
5. The obligations of the Guarantor(s) under this Guarantee will not be discharged, released or otherwise affected by:
(a) any variation, assignment or termination of the Terms or other any agreement as between Vulcan and the Customer;
(b) any waiver, extension of time or other indulgence given by Vulcan to the Customer or the Guarantor(s);
(c) the insolvency or liquidation of the Customer or any other party, the Customer entering into a Deed of Company Arrangement (DOCA), or the Customer voting (in favour of or against), or abstaining from voting, in relation to any proposal relating to the Customer entering into a DOCA; or
(d) any increase in the amount of the Debt.
6. The Guarantor(s) acknowledge and agree that they:
(a) will be jointly and severally liable;
(b) will not seek or obtain any security from the Customer in return for them agreeing to be a guarantor under this Guarantee;
(c) have read and understand the terms of this Guarantee; and
(d) have been advised, and have been given the opportunity, to seek independent legal advice prior to signing this Guarantee.
7. This Guarantee may be executed in counterparts, each of which will be deemed an original, but all of which when together will constitute one and the same instrument.
8. The Guarantor(s) acknowledge and consent that Vulcan may make enquiries as to their credit and financial situation and further consent to any information provided in Vulcan's Credit Application Form and any information obtained as a result of those enquiries being collected, stored, used and shared by Vulcan, including but not limited to:
(a) providing such information to a credit reporting agency;
(b) providing information to a debt collector;
(c) obtaining further personal information relating to the Guarantor(s) from any other party for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988 (Cth); and
(d) the consent given will remain in force until all monies owing have been paid in full and the Customer no longer has an open account with Vulcan.
9. This Guarantee will be governed by and will be interpreted in accordance with the laws of the State in which the Goods were delivered to or picked-up from and, where applicable, the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of that State.

Execution by Guarantor(s)

GUARANTOR 1:

Signature

Date signed

Name

Relationship to Customer (e.g. director, shareholder, partner, trustee)

GUARANTOR 2:

Signature

Date signed

Name

Relationship to Customer (e.g. director, shareholder, partner, trustee)

1. Terms and conditions

- 1.1 These terms and conditions of sale (**Terms**) govern the supply of all Goods by Vulcan Steel (Australia) Pty Limited (ABN 61 100 061 283) (**Vulcan**) to a customer (**Customer**) and together with any terms set out in any quotation issued by Vulcan and any guarantee entered into between Vulcan and the Customer and/or the Customer's directors, partners or trustees will constitute the entire agreement between Vulcan and the Customer. In the event of any inconsistency between these Terms and any terms set out in a quotation, these Terms will prevail.
- 1.2 In these Terms, "**Goods**" means all goods and/or services supplied by Vulcan to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document issued by Vulcan.

2. Quotations and orders

- 2.1 Prices quoted by Vulcan are based upon prices, rates and charges in effect on the date of quotation or any other such date as specified in the quotation. All quotations are valid for the time period specified on the quotation and Vulcan may vary or withdraw a quotation at any time.
- 2.2 Orders for Goods may only be cancelled or varied with Vulcan's prior written consent (with may be given at Vulcan's sole discretion).

3. Supply of Goods

- 3.1 The Customer may elect to have the Goods delivered by Vulcan or pick-up the Goods from Vulcan's premises. Such election must be made and notified to Vulcan at the time the Customer places an order.
- 3.2 If the Customer elects to have the Goods delivered, the cost of delivery of the Goods to the advised delivery address is payable by the Customer.
- 3.3 Vulcan will bear the loss or damage to the Goods in transit where delivery is elected by the Customer and made by Vulcan or Vulcan's nominated transportation carrier. In all other cases, the Customer is responsible for loss or damage occurring during transit.
- 3.4 If the Customer elects to pick up the Goods, any pick-ups must be made at Vulcan's specified premises during normal business hours, unless otherwise agreed between the parties in writing.
- 3.5 Vulcan will not be liable for any loss or damage, including consequential loss or damage, arising from any delay in delivery or failure to deliver the Goods, either whole or in part, due to circumstances beyond Vulcan's control.
- 3.6 The Customer will inspect the Goods upon delivery or pick-up.
- 3.7 If the Customer considers any Goods to be defective and/or that an order has not been fulfilled because any Goods are short in quantity, length and/or weight (**Defect**) then the Customer must give written notice to Vulcan of such Defect within seven days of delivery of the Goods (**Claim**).
- 3.8 On receipt of any Claim in accordance with clause 3.7, the Customer will give Vulcan an opportunity to inspect the Goods in order to investigate the Claim. If, following investigation of the Claim, Vulcan considers the Goods to be defective, then Vulcan may (a) pick-up the Goods or request that the Customer returns the Goods to Vulcan; and (b) elect (at Vulcan's sole discretion) to: (i) replace the Goods; or (ii) refund the price of the Goods, which refund may be limited to the amount which Vulcan is able to recover from Vulcan's supplier. Vulcan will have no further liability to the Customer following any action taken by Vulcan under this clause 3.8.

4. Payment

- 4.1 Vulcan will submit invoices to the Customer for Goods to be supplied to the Customer. Unless otherwise specified in Vulcan's invoice, the Customer must pay Vulcan the amount set out in the invoice in full no more than 30 days from the end of the month during which any given purchase is made.
- 4.2 The Customer must pay Vulcan by electronic funds transfer to such bank account as nominated by Vulcan.
- 4.3 All payments must be (a) in Australian dollars; (b) for the full amount of the invoice and not subject to any deduction for any currency conversion or other bank fee; and (c) free of any deduction, withholding, set-off, counterclaim, restrictions or conditions except to the extent the deduction or withholding is required by law.
- 4.4 Should the Customer fail to pay any Vulcan invoice by the required due date and in the manner provided in these Terms, Vulcan may charge the Customer: (a) default interest (**Default Interest**). Default interest will be calculated at the base overdraft facility rate charged by Vulcan's bankers from time to time. Default interest will accrue on a daily basis from the due date to the date of actual payment, both before and after any court judgment to pay; and (b) for any legal, debt collection and other expenses incurred by Vulcan in relation to recovery of such debt.
- 4.5 Vulcan reserves the right to offset any amount due by the Customer against any amount payable by Vulcan to the Customer.

5. Ownership, risk and insurance

- 5.1 Notwithstanding any period of credit, legal and beneficial title and ownership of any Goods supplied by Vulcan to the Customer will remain with Vulcan until the Customer has paid: (a) for those Goods in full; and (b) all other amounts owing in accordance with clause 4.4.
- 5.2 Until ownership of the Goods passes to the Customer, the Customer agrees: (a) to hold the Goods in trust for Vulcan as Vulcan's bailee; and (b) to store the Goods at the Customer's cost separately from other goods and clearly distinguish and identify the Goods as the property of Vulcan.
- 5.3 In the event that the Customer defaults in the payment of any amount owed to Vulcan, the Customer irrevocably grants Vulcan (including its employees and agents) the right to: (a) enter (without notice) the Customer's premises or any other premises where the Goods are known, or reasonably believed, to be stored;

and (b) search for and repossess the Goods. Vulcan will not be liable to the Customer in any way for the exercise of its rights under this clause 5.3.

- 5.4 Notwithstanding that ownership of the goods has not passed to the Customer, the Customer agrees that risk in the Goods will pass to the Customer when the Goods are delivered by Vulcan to the Customer or picked-up by the Customer at Vulcan's premises (as applicable).

6. Warranties and liability

- 6.1 The Customer warrants that all purchases of Goods from Vulcan are for commercial purposes only and, accordingly, the provisions of the National Consumer Credit Protection Act 2009 do not apply to the Customer.
- 6.2 Vulcan warrants that Goods supplied will be of merchantable quality. Vulcan does not warrant that the Goods are fit for a particular purpose. All other conditions and warranties implied by law are expressly excluded.
- 6.3 Vulcan will not be liable to the Customer in any event for any for any loss of business, business interruption, loss of business information, errors, loss of profits, damages based on a third-party claim or for any other special, incidental, indirect or consequential loss or damage suffered or incurred by the Customer as a result of anything done or omitted to be done under these Terms.

7. Personal Properties Securities Act

- 7.1 The Customer consents to Vulcan effecting a registration under the Personal Properties Securities Act 2009 (**PPSA**) on the Australian Personal Properties Securities Register (**PPSR**) in relation to any security interest arising under or in connection with or contemplated by these Terms.
- 7.2 The Customer: (a) waives its right to receive notice of a verification statement in relation to any registration by Vulcan on the PPSR; (b) agrees to promptly execute any documents, provide all relevant information, fully cooperate with Vulcan and do any other act or thing that Vulcan requires to ensure that Vulcan has a perfected security interest in, and has priority over any other security interests in, the Goods or otherwise; (c) agrees that, until all monies owing to Vulcan are paid in full, it will not sell the Goods or grant any other security interest (whether an accession or otherwise) in the Goods; and (d) will not register a financing change statement in respect of the security interest without Vulcan's prior written consent.
- 7.3 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these Terms, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of these terms: (a) section 95 (notice of removal of accession), to the extent that it requires the Company to give a notice to the Customer; (b) section 96 (when a person with an interest in the whole may retain an accession); (c) agrees that, until all monies owing to Vulcan are paid in full, it will not sell the Goods or grant any other security interest (whether an accession or otherwise) in the Goods; and (d) section 125 (obligation to dispose of or retain collateral); (e) section 130 (notice of disposal), to the extent that it requires the Company to give a notice to the Customer; (f) section 132(3)(d) (contents of statement of account after disposal); (g) section 132(4) (statement of account if no disposal); (h) section 134(1) (retention of collateral); (i) section 135 (notice of retention); (j) section 142 (redemption of collateral); and (k) section 143 (reinstatement of security agreement).
- 7.4 Notices or documents required or permitted to be given to Vulcan for the purposes of the PPSA must be given in accordance with the PPSA.
- 7.5 Vulcan agrees with the Customer not to disclose information of the kind mentioned in section 275(1) of the PPSA except in circumstances required by sections 275(7) (b) to 275(7)(e).
- 7.6 If Vulcan receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding amounts may, at Vulcan's discretion, become immediately due and payable.
- 7.7 The Customer agrees to reimburse, upon demand, Vulcan for all costs and/or expenses incurred or payable by Vulcan in relation to registering or maintaining any financing statement, releasing in whole or in part the Company's security interest or any other document in respect of any security interest relating to the Goods.
- 7.8 In these Terms the following words have the respective meanings given to them in the PPSA: financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement

8. General

- 8.1 Vulcan reserves the right to review and amend these Terms at any time (**Amendments**). Any Amendments will be posted on Vulcan's website (www.vulcan.co) and the "last updated" date will be changed. By continuing to order Goods from Vulcan, the Customer agrees to be bound by the Amendments. Vulcan recommends that its Customers regularly review these Terms to see any updates or changes to Vulcan's Terms.
- 8.2 The Customer may not assign its rights and obligations under these Terms without the prior written consent of Vulcan.
- 8.3 The Customer will notify Vulcan of any (a) change in its ownership or effective control; (b) material change in the nature of the Customer's business; and (c) change of name, no later than seven days prior to such proposed change coming into effect. Vulcan will be under no obligation to provide credit terms, or supply any Goods, to the Customer following a change of ownership, control or business.
- 8.4 These Terms will be governed by and will be interpreted in accordance with the laws of the State in which the Goods were delivered to or picked-up from and, where applicable, the Commonwealth of Australia. The Customer submits to the non-exclusive jurisdiction of the courts of that State.
- 8.5 Please contact accounts.aus@vulcan.co if you have any questions, concerns or complaints in relation to these Terms.