

APPLICATION FOR 30 DAY CREDIT ACCOUNT

Company <input type="checkbox"/>	or	Sole Trader/Trust Entities/ Partnerships (please complete Director Guarantee)
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Company / Business Name: _____

Full Trading Name: _____

Australian Company Number: _____

Australian Business Number: _____

Telephone Numbers:

Office: _____

Home(Sole Trader): _____

Fax: _____

Company Email: _____

Trading Address: _____

Postal Address: _____

Registered Address: _____

Type Of Business: _____

Date Business Registered: _____

Date Commenced Ownership _____

Full Names Of : Sole Traders / Partners/Company Directors

<u>Name</u>	<u>Home Address</u>	<u>D.O.B</u>	<u>Driver Lic.No</u>
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1/ _____

2/ _____

3/ _____

4/ _____

Trade References: Please include two steel suppliers

1/ _____ Ph: _____ Fax: _____

2/ _____ Ph: _____ Fax: _____

3/ _____ Ph: _____ Fax: _____

4/ _____ Ph: _____ Fax: _____

Accounts Information

Accounts Payable Contact: _____ Phone: _____

Accounts Payable Fax: _____ Accounts Email _____

Purchasing Information

Contact Name: _____ Phone: _____

Fax: _____ Email: _____

Mobile: _____

Is the provision of Purchase Orders mandatory for your company purchases? Y / N

Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management? If yes, please provide details.

Bank Details

Bank: _____ Branch: _____

Credit Amount Requested: \$ _____

All sections must be completed and the original signed copy returned via post. Email / Fax not accepted.

DECLARATION AND AUTHORISATION

In compliance with the relevant sections of the Privacy Act, I/We give permission for you to obtain consumer or commercial information permitted by the Act and to use such information in order to assess my/our application for credit. This permission remains in force for the duration of my/our credit account if my/our application is approved.

I/We have read and understood the "Galvanizing Conditions" on Page 2 of 4. I/We also declare that all information supplied is true and correct in every detail. I/We further agree to observe your **NETT TRADING TERMS - PAYMENT WITHIN 30 DAYS** and understand that credit facilities may be withdrawn without notice and collection expenses charged on overdue accounts. A penalty overdue account fee of 2% may be applied on all amounts outstanding for more than sixty (60) days.

This form MUST be completed by all directors concerning Partnerships or Sole Trader Applicants.

SIGNED: _____

PRINT NAME: _____

DIRECTOR

(Only to be signed by Company Director(s))

DATE: _____

SIGNED: _____

PRINT NAME: _____

DIRECTOR

(Only to be signed by Company Director(s))

DATE: _____

SIGNED: _____

PRINT NAME: _____

DIRECTOR

(Only to be signed by Company Director(s))

DATE: _____

SIGNED: _____

PRINT NAME: _____

DIRECTOR

(Only to be signed by Company Director(s))

DATE: _____

**GB Galvanizing Service Pty Ltd (“the Company”)
Terms and Conditions**

1. Price

- a) Prices quoted are current as at the date of the quote and remain current for a period of fourteen (14) days unless otherwise specified in writing.
- b) Prices quoted are in respect of articles free from any surface coatings. Coatings such as oil, paint markers, paint lacquers, weld slag, or other surface contaminants will be subject to additional charges if the Company is required to remove same.
- c) Prices, unless specifically stated in our quotation, do not cover the cleaning, re-tapping or brushing of the threaded articles.
- d) Pricing is based on galvanized weight of the product.

2. Payment

- a) Subject to clause 2(d), unless otherwise approved in writing, payment must be made upon the Customer taking delivery of the items after the Company has galvanized those items.
- b) If the Company specifies to the Customer in writing that clause 2(a) does not apply, then payment must be made no later than 30 days from the last day of the month in which the invoice is rendered.
- c) If any invoice remains outstanding after the due date, the Company shall be entitled to charge interest in accordance with the Penalty Interest Rates Act 1983 (Victoria) and the Customer is required to indemnify the Company for its full legal and other costs of recovery including collection agency commissions.
- d) A penalty overdue account fee of 2% may be applied on all amounts outstanding for more than sixty (60) days.

3. Suitability

The Purchaser shall ensure that any item delivered to the Company (“the item”) is suitable for galvanizing including, without limiting the generality of the foregoing, that:

- a) The item can be galvanized safely. The Company has the right to insert holes in or make other such modifications to the item as it deems appropriate to ensure the item is safe for galvanizing, and if the Company is required to carry out any modifications, they shall be done at the Customer’s expense.
- b) the item:
 - i) is of sufficient design and steel quality to ensure that it does not distort and can withstand temperatures of up to 500 degrees Celsius; and
 - ii) will otherwise be able to withstand the distortion, strain, ageing or other defects which can occur in the galvanizing process.
- c) If the item is comprised of a closed vessel or hollow structure, or has previously been galvanized, the Customer specifically acknowledges that the Company has on expertise to advise as to the suitability of such item for Hot Dip Galvanizing. The Customer will make its own assessment as to the suitability of the item for galvanizing and the Company relies on the Customer’s assessment in this regard. The presentation of the item for galvanizing will be an acknowledgement by the Customer that the item is suitable for galvanizing.
- d) The Customer must advise the Company of any unusual aspects of the composition of the material of which the item is composed (such as high (that is, above 0.04%) silicon levels) which may affect the quality of the galvanizing. Higher silicon levels may cause thicker coatings, dull grey colour and reduced mechanical properties.

4. Limitation of Liability

Subject to any rights that the Customer may have under law which cannot be excluded or modified by agreement:

- a) any item galvanized by the Company is galvanized at the Customer’s risk and the Company is not responsible for any defect which may arise even when such defects arise as a result of the negligence of the Company, its servants or agents;
- b) should any party, other than the Company, incur any loss, cost, damage or expense (“loss”) as a result of galvanizing carried out by the Company, including where such loss arises as a result of the Company’s negligence, the Customer shall indemnify the Company in respect of any such loss, including the legal costs of any party claiming to have incurred such loss, and the legal costs of the Company;
- c) The Company gives no warranties or guarantees in respect of the suitability of any item for galvanizing.

5. Certificates

Any certificate signed by or on behalf of the Company, setting out any matter the subject of these galvanizing conditions shall be final and conclusive of the facts contained in that certificate.

6. Claims

- a.) The Company is not responsible for any effects on a galvanized item which arise as a result of the storage or use of aggressive materials by the Customer on the galvanized item.
- b.) Any claim by the Customer regarding any aspect of the galvanizing or delivery must be notified in writing to the Company within 30 days of the Customer taking delivery of the item. Any claim which the customer does not notify within this timeframe will be deemed to have been waived.

7. Unclaimed Item

- a.) Any item which remains uncollected for a period of 1 calendar month from the date on which the Company notifies the Customer that the item is ready for collection will incur additional handling and storage charges without further notice to the Customer.
- b.) Any item which remains uncollected for a period of 6 months from the date on which the Company notifies the Customer that the item is ready for collection will be deemed to be the property of the Company.

8. Quality Standards

The Company will carry out galvanizing, inspection and quality control in accordance with **AS/NZS 4680-2006**. This standard will serve as the sole reference for any dispute concerning galvanizing, inspection or quality control.

9. Customer Restructure or change of Directors

Should there be any variation to the information supplied by the Customer in this application or in the structure or management of the Customer or in the nature of its business including (but not limited to) change in directors or senior management or change in partnership or conversion to or from a company or to or from a trust, then the Customer shall notify the directors or credit manager of the Company in writing within 7 days of the date of any such change. Unless notification of such variation or change is given, the original Customer or Guarantors on this application shall remain liable to the Company as though any goods or services supplied by the Company were supplied to the original Customer.

10. Time

Time shall be of the essence.

11. Charge

The Customer charges in favour of the Company all its estate and interest in any land and in any other assets whether tangible or intangible in which it now has any legal or beneficial interest or in which it may later acquire such interest with payment of all monies owed to the Company and agrees upon request by the Company to execute a registrable instrument transferring to the Company its said estate and interest by way of security.

12. Jurisdiction

The Customer agrees that this Contract shall be deemed to be made in the State of Victoria and submits to the jurisdiction of the appropriate Victorian Court in relation to the interpretation of, or any disputes arising from, this agreement.

3. PRESERVATION OF GUARANTEE:

This Guarantee shall be a continuing guarantee for the purpose of securing the whole of the Debt notwithstanding any partial payment of performance and shall be without prejudice to nor shall the Guarantor be exonerated in whole or in part nor shall GB Galvanizing Service Pty Ltd rights or remedies against the Guarantor be in any way prejudiced or adversely affected by any of the following;

(a) any other guarantee or security, speciality or instrument negotiable or otherwise which GB Galvanizing Service Pty Ltd may now or later hold in respect of all or any part of the Debt or any judgement obtained by GB Galvanizing Service Pty Ltd;

(b) any release, variation, renewal or modification made or any other dealing by GB Galvanizing Service Pty Ltd with any judgement, speciality, instruments negotiable or otherwise of other security recovered, held or enforceable by GB Galvanizing Service Pty Ltd in respect of all or any of the Debt whether they are recovered, held enforceable against the Debtor, any Guarantor or any other person or any refusal or omission by GB Galvanizing Service Pty Ltd to complete enforce or assign any such judgement speciality instrument negotiable or otherwise or other security;

(c) any time given to the Debtor or any Guarantor or any other person or any other indulgence granted to or composition, compromise or arrangement made with the Debtor or any Guarantor whether with or without the consent of or notice to the Guarantor;

(d) the fact that the Debtor or any other person purported to be primarily liable to pay the Debt may be discharged from all or any of its respective obligations to make payment for any other reason than that payment has been made;

(e) the death, lunacy, incapacity or bankruptcy of any individual Guarantor or the insolvency, winding up or dissolution any corporate Guarantor or in the event of any Guarantor being a trustee, any breach of trust by that Guarantor;

(f) any person, firm or corporation giving any guarantee to GB Galvanizing Service Pty Ltd or any Guarantor which ought to become a Guarantor failing to do so;

(g) any security held or taken at any time by GB Galvanizing Service Pty Ltd being void defective or informal;

(h) any payment to or action in favour of the Debtor which is later avoided by the application of any statutory provision or for any other reason;

(i) any right or claim which the Debtor may assert to resist making payment of any part of the Debt.

4. JURISDICTION:

The guarantor and GB Galvanizing Service Pty Ltd agree that this guarantee and indemnity is to be governed by and interpreted in accordance with the law applicable in the State of Victoria.

5. CERTIFICATE OR MONIES DUE:

A certificate signed by a duly authorised Officer of GB Galvanizing Service Pty Ltd stating the amount of the monies due under this guarantee by the Guarantor at the date mentioned in the certificate will, in the absence of manifest error, be conclusive evidence that the amount stated is the amount due under this guarantee by the Guarantor at that date.

6. INDEMNITY:

As a separate and independent severable agreement the Guarantor hereby jointly and each of them severally further covenants and agrees with GB Galvanizing Service Pty Ltd to indemnify and to keep indemnified GB Galvanizing Service Pty Ltd from and against any losses, cost, charge or expense or other liability in connection with or in consequence of or arising from any breach or default or attempted breach or default by the debtor of any of the guaranteed obligations and the Guarantor will pay any monies due to GB Galvanizing Service Pty Ltd by reason of this indemnity on demand.

7. LIST OF DIRECTORS: (If more, attach a separate list)

Name:	Address	A.H. Phone No.
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8. PRIVACY AMENDMENT ACT 1988 (SECTION 18k (1) (C) CONSENT:

The Guarantor (unless it is a body corporate) agrees that GB Galvanizing Service Pty Ltd may seek from a credit-reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept it as a guarantor for credit applied for, or provided to, the Debtor. The Guarantor agrees that if GB Galvanizing Service Pty Ltd approves the Debtor's application for credit, this agreement remains in force until the credit facility covered by the Debtor's application ceases.

IMPORTANT: This is a legally binding document. It is recommended that you consult your legal and financial advisers **before signing**.

Signed by}.....
(Guarantor) (Please Print Name)

In the Presence of }
(Witness) (Please Print Name)

Signed by}.....
(Guarantor) (Please Print Name)

In the Presence of }
(Witness) (Please Print Name)

Signed by}.....
(Guarantor) (Please Print Name)

In the Presence of }
(Witness) (Please Print Name)