

CREDIT TERMS & CONDITIONS

I/we acknowledge that I/we are aware of your terms and conditions of trading and further that I/we agree to your terms and conditions of trading.

"The Seller" in these terms and conditions shall mean Neumann Steel Pty Ltd.

"The Buyer" in these terms and conditions shall mean the person, firm or company to whom this invoice is submitted.

"Work Documents" in these terms and conditions shall mean structural drawings, construction drawings, specification and reinforcement schedules or such other documents as are provided by the Buyer together with any subsequent variation, amendment or site instruction.

1. Should there be any change in the status of the business of the applicant(s) whether by partnership, incorporation, formation of Trust or any other extension or variation which shall modify or negate the rights of The Seller, then it warranted that within 14 days of such change, written notice of same will be delivered to the Seller. Failing such notice it shall be deemed that the responsibility for payment of the accounts remains solely with the applicant(s) notwithstanding any notice of such change that may have been received from another source.
2. This agreement shall be deemed to be entered into by the parties hereto in the State of Queensland and any action with respect to the terms, conditions and stipulations hereof shall be vested in the jurisdiction of the Courts of the State of Queensland.
3. If the account is to be operated by a proprietary limited company, all directors will complete and sign the personal guarantee attached herein.
4. Property in any goods delivered or to be delivered to the Buyer shall not pass to the Buyer who shall keep the goods as bailee for the Seller until receipt in full by the Seller of the purchase price and any other moneys payable in respect of:
 - a) The goods the subject of this contract; and
 - b) All other goods delivered by the Seller to the Buyer under any other contract between the Seller and the Buyer.The Buyer shall store the goods so that they are separate and clearly distinguishable from goods of a similar nature in the Buyer's possession who shall not obliterate, alter, deface, remove or obscure any identifying numbers, plates, marks or other matter affixed to such goods. The Buyer shall keep separate records of all sales of the Buyer's goods. The Buyer shall keep the goods free from and will indemnify the Seller against any charge, lien or other encumbrance thereon. If the Buyer fail to pay the purchase price or any other monies payable to the Seller when it is due, the Seller may without notice and without prejudice to any of its other rights and remedies recover and/or resell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose.
5. If the Buyer defaults in making any payments on the due date/s or in meeting any acceptance either under this or any other contract or obligation to the Seller, or if the Buyer stops payment or calls a meeting of their creditors or becomes insolvent or subject to Bankruptcy Laws or being a company goes into liquidation, or has a receiver appointed, the Seller may at its option and without prejudice to any other rights and remedies:
 - a) Suspend or cancel further deliveries;
 - b) Recover by way of liquidated damages from the Buyer all loss of profit and all expenses and costs incurred as a result of such default and may retain on account thereof any monies held whether on account of the purchase or otherwise;
 - c) Resell the goods or any of them with no liability to the Buyer.

6. If a trade account has not been established, sales will only be made on a 'cash before delivery' basis. Cheques are only acceptable on the guarantee that there are sufficient funds in that cheque account on which the cheque is drawn to ensure full payment on presentation.
7. Terms of trading accounts are strictly nett cash thirty days after end of month delivery. Should this invoice remain unpaid after the above period, any discount will be revoked and interest at the rate of 1.4% monthly will be charged.
8. Failure to make payment of any monies owing on the due date will constitute a Breach of Contract and the Seller may treat the whole Contract as repudiated and act accordingly. The Seller may, before any further delivery against any order, require payment thereof and of all other accounts then due under this or any other Contract with the Buyer. If the whole or any part of any payment for the products is the consideration for a taxable supply for which the Seller is liable for Goods and Services Tax (GST) under the relevant legislation, the customer must pay to the Seller an additional amount equal to the GST amount. The Seller will provide the Buyer with a GST tax invoice.
9. All costs incurred in collecting outstanding monies including mercantile agency and solicitors fees, are recoverable in full by the Seller from the Buyer.
10. No liability whatsoever, except as provided by law, will be accepted by the Seller for any direct or indirect loss or damage (including loss of forecasted or actual revenue or profits, loss of livelihood, goodwill or unanticipated incurring of debt) relating to delivery of product, account suspension or closure or any other act or omission on the part of the Seller or its servants, agents or contractors in which case liability is limited to the payment of the cost of having produce re-supplied.
11. These terms and conditions may be varied by the Seller in writing to the Buyer. The Buyer's placing of the first order thereafter with deem acceptance of any change in terms and conditions.
12. Neumann Steel reserves the right to pass, sell or transfer the Buyer's debt to any internal or external agency or company which sale or transfer would including the ongoing responsibilities applicable to any or all Guarantors.
13. Credit card payments may be subject to a 2% surcharge.
14. I/We hereby irrevocably make, nominate, constitute and appoint the Seller and/or the Director, Secretary, Manager or Credit Manager of the Seller as my/our Attorney for the purpose of doing all such acts and things and executing all such documents including but not limited to any form of consent necessary to enable the Seller to register a Caveat over any such freehold or leasehold property as aforesaid which Caveat will by virtue of lodgement of the before mentioned consent become non-lapsing and for such purposes to use my/our name or names PROVIDED THAT the Seller shall not be entitled to exercise its power hereunder for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed by the Seller or for and on behalf of the Seller by a duly authorised Officer shall be deemed sufficient evidence of such default.
15. Any additional terms and conditions the Seller has not included in previous clauses are printed on the back of the Seller's Delivery docket.
16. The Seller may change the terms and conditions described herein as part of the Credit Terms and Conditions without prior notice to the Buyer. In such circumstances, the Seller will advise the Buyer of changes which will apply to any business transactions following the date of that advice.
17. The Buyer acknowledges and declares that he or she has read these terms and conditions and fully understands the same.

PRIVACY ACT CONSENTS AND APPROVALS

1. **Notice of disclosure of your credit information to a credit reporting agency.**
Under section 18E (8) (c) of the Privacy Act (the "Act"), Neumann Steel is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to such an agency is covered by Section 18E (1) of the Act.
2. **Your rights of access to any credit report about you held by Neumann Steel and to your credit information file.**
The applicant has a right of access to personal information in a domestic credit report held by Neumann Steel (and by any domestic credit reporting agency which provided Neumann Steel with information).
3. **Agreement to Neumann Steel seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N (1) (b) Privacy Act 1988).**
I/We agree that Neumann Steel may give to and seek from any credit providers including (but not limited to) any credit provider:
 - a) Named in this application for commercial credit;
 - b) That may be named in a credit report me/us issued by a credit reporting agency;
 - c) To which I/we have applied for commercial credit; or
 - d) To which I/we have guaranteed or have offered to guarantee repayment of credit or commercial credit;
 any information about my/our domestic and/or commercial credit arrangements with those credit providers.
I/We understand and agree that this exchange of information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act including information about my/our commercial credit worthiness, standing, history or capacity.
 - a) To access a credit application by me/us and my/our credit worthiness (including a commercial credit application and commercial credit worthiness) or to assess me/us as guarantor(s) of a credit and/or commercial credit application made by another person;
 - b) To notify other credit providers of a default by me/us;
 - c) To collect any overdue payments;
 - d) To allow Neumann Steel to exchange information with other credit providers as to the status of my/our commercial credit arrangements with you where I am/we are in default with other credit providers; and
 - e) Generally to monitor my/our credit or commercial credit arrangements with other credit providers.
4. **Agreement that Neumann Steel may seek consumer credit information (section 18K (1) (b), Privacy Act 1988).**
If Neumann Steel considers it relevant to assessing my/our application for commercial credit, I/we agree to Neumann Steel obtaining from a credit reporting agency a credit report containing domestic credit information about me/us in relation to commercial credit provided to Neumann Steel.
5. **Agreement that Neumann Steel may use a credit report about me/us for collecting overdue payments of commercial credit (Section 18K (1) (h), Privacy Act 1988).**
If Neumann Steel considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Neumann Steel receiving from a credit reporting agency a credit report containing domestic information about me/us in relation to collecting such overdue payments.
6. **Authorisation in favour of certain persons to obtain credit information from Neumann Steel (Section 18N (1) (ga) Privacy Act 1988) by applicant(s)/guarantor(s).**
I/We authorise any person or body carrying on a business or undertaking involving:
 - a) The provision of information about the commercial credit worthiness of persons;
 - b) The collection of debts on behalf of others;
 - c) The provision of legal advice (where legal advice in respect of credit provided to me/us is being sought by Neumann Steel).
 to seek access to any credit report or any other information which has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity, which is or has been in the possession or control of Neumann Steel.
7. **Guarantor's agreement (Section 18K (1) (c) Privacy Act 1988).**
I/We agree that Neumann Steel may seek from a domestic credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for the credit applied or commercial credit for, or provided to the applicant named above.
I/We agree that if Neumann Steel approves the applicant's application for credit or commercial credit, this agreement remains in force until the credit account or commercial credit account covered by this application ceases and has been repaid in full.
8. **Agreement to Neumann Steel seeking from or giving to other credit providers details about my/our credit worthiness – guarantor(s) (Section 18N (1) (b) Privacy Act 1988).**
I/We agree that Neumann Steel may give to and seek from any credit providers information as specified in relation to the applicant named above (under Section 18N (1) (b)).
9. **Agreement that Neumann Steel may seek commercial credit information (Section 18L (4) Privacy Act 1988).**
If Neumann Steel considers it relevant to assess my/our application for domestic credit, I/we agree to Neumann Steel obtaining a report about my/our commercial activities or commercial credit worthiness from a business or undertaking which involves the provision of information on the commercial credit worthiness of persons.
10. **National Privacy Principles**
Neumann Steel will observe all National Privacy Principles in the collection, protection, use and disclosure of personal information which it obtains for the purposes of its business operations.
Acknowledgement and consent

I/We acknowledge that Neumann Steel may provide information about me/us to a credit reporting agency and agree and consent to Neumann Steel exercising the rights set out in this credit application in respect of the Privacy Act. I/We also agree to comply with the terms and conditions of trading.

Acknowledgements and consents (all parties)

I HAVE CAREFULLY READ THIS DOCUMENT, AND HAVE HAD THE OPPORTUNITY TO ASK FOR CLARIFICATION OF ANY OF THE DETAILS. I UNDERSAND ALL THE CONTENT, TERMS AND CONDITIONS CONTAINED HEREIN.

Name	Signature	Date	Witness name	Witness signature
Applicant 1	_____	/ /	_____	_____
Applicant 2	_____	/ /	_____	_____
Applicant 3	_____	/ /	_____	_____
Applicant 4	_____	/ /	_____	_____

GUARANTOR ACKNOWLEDGEMENT

(please read carefully)

I/we acknowledge that:

"The Seller" in these terms and conditions shall mean Neumann Steel Pty Ltd.

"The Debtor" in these terms and conditions shall mean the person, firm or company to whom an invoice has been received from The Seller.

1. In signing this Guarantee:
 - a) I have relied on my own enquiries and opinion of the Debtor;
 - b) I accept the risk that I may not now or in the future know everything about the Debtor or transactions and dealings between the Debtor and The Seller;
 - c) I accept that The Seller does not have to tell me everything about the Debtor or those transactions or dealings;
 - d) I am to ignore anything The Seller or anyone associated with The Seller has told me as to:
 - My likely liability under this Guarantee
 - Future interest rates or economic trends
 - Business prospects
 - The Debtor or the Debtor's affairs
 - Future transactions or dealings between the Seller and the Debtor, or
 - Anything else which may relate to my liability under this guarantee, and I rely only on my own judgment
 - e) I would have given this guarantee and indemnity irrespective of anything that has in fact been said to me by The Seller or anyone associated with The Seller.
2. I have been advised to obtain legal advice about this Guarantee and to seek accounting assistance concerning the affairs of the Debtor. I have had the opportunity to do so.
3. This is a guarantee and indemnity for unlimited amounts, and it continues indefinitely.
4. This guarantee relates to all amounts owing in any way by the Debtor to the Seller now and in the future.
5. the present arrangements between the Debtor and the Seller can be changed without notice to me. My liability under this Guarantee may increase in such event.
6. I may be liable for certain amounts, even though the Debtor is not, or has ceased to be liable for them.
7. I cannot rely on the Seller taking or enforcing other guarantees or securities which I understand are to be taken or have been taken. I cannot rely on any other named guarantors in this guarantee signing it. I am still liable, even if these things don't happen.
8. I cannot rely on the Seller strictly enforcing the Obligations of the Debtor.
9. The Seller has to be fully paid out before I can exercise any rights to be reimbursed from securities or to prove in bankruptcies etc, to recover amounts paid under this Guarantee.
10. I CAN CHANGE any of the above paragraphs (particularly 1 and 2) if they are not correct, or if I don't think they are.

GUARANTEE

To: Neumann Steel

In consideration of you having at our request agreed to supply and/or continue to supply:

Name of company _____

With goods and/or services from time to time I/we:

Full name of director and/or guarantors _____

Full name of director and/or guarantors _____

Hereby jointly and severally agree with you as follows:

1. To guarantee to you the payment by the debtor for all goods and/or services as you may have hitherto supplied or as you may hereafter supply from time to time at his request and notwithstanding that we shall not have notice of any neglect or omission on the debtors part to pay for such goods and/or services according to the terms agreed on between you and him.
2. This guarantee shall be a continuing guarantee to you for the whole of the debtors indebtedness or liability to you in respect of goods and/or services supplied by you to the debtor as aforesaid or upon any other account howsoever or whenever arising.
3. You shall be at liberty without discharging us from liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and to accept payment from the debtor in cash or by means of negotiable instruments and to treat the debtor in all respects as though we were jointly liable with him as debtors to you instead of being merely sureties for the debtor and in order to give full effect to the provisions of this guarantee we HEREBY WAIVE and each of us HERBY WAIVE all rights inconsistent with such provisos and which we might otherwise as sureties be entitled to claim and enforce.
4. You may at any time or times at your discretion and without giving any notice whatsoever to us refuse further credit or supplies of goods and/or services to the debtor and grant to the debtor or to any drawers acceptors or endorsers of Bills of Exchange promissory notes of other securities received by you from the debtor or on which the debtor may be liable to you at any time or other indulgence and compound with the debtor or them respectively without discharging or impairing our liability under this guarantee.
5. This guarantee shall be enforceable against us jointly and each of us severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against us or either of us by this guarantee be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall, in fact, be a valid and effectual instrument of guarantee binding against such person or persona as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. This guarantee shall be revocable at any time as to further transactions by one months notice in writing given to you by us or in the case of death by our respective personal representatives.
7. In order to better secure The Seller, all monies payable or to become payable pursuant to this instrument:-
 - a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may have hereafter acquire in any freehold or leasehold property shall by force of the execution of this instrument stand charged by me/us hereunder and I/we do so hereby charge such freehold or leasehold property.
 - b) I/We hereby irrevocably make nominate constitute and appoint The Seller and/or the Director, Secretary, Manager or Credit Manager of The Seller as my/our Attorney for the purpose of doing all such acts and things and executing all such documents including but not limited to any form of consent necessary to enable The Seller to register a Caveat over any such freehold or leasehold property as aforesaid which Caveat will by virtue of lodgement of the before mentioned consent become non-lapsing and for such purposes to use my/our name or names PROVIDED THAT The Seller shall not be entitled to exercise its power hereunder for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed by The Seller or for and on behalf of The Seller a duly authorised Officer shall be deemed sufficient evidence of such default.

Guarantor Signatures

	Name	Signature	Date	Witness name	Witness signature
Guarantor 1	_____	_____	/ /	_____	_____
Guarantor 2	_____	_____	/ /	_____	_____
Guarantor 3	_____	_____	/ /	_____	_____
Guarantor 4	_____	_____	/ /	_____	_____