

PREMIER STEEL TECHNOLOGIES PTY LIMITED
COMMERCIAL CREDIT ACCOMMODATION APPLICATION

I/We wish to apply for a Commercial Credit Account with **Premier Steel Technologies Pty Ltd** (ABN 99 075 159 732) ("**PREMIER** ") and submit the following confidential information:

Full Name of Business/Company ('Applicant ')

ACNABNDate Trading commenced.....

1. Company 2. Trust 3. Sole Trader 4. Partnership

Full Names, residential addresses and Date of Birth of Partners (if a partnership) or of the proprietor (if a sole trader) or of directors (if a company)

.....D.O.B.....

.....D.O.B.....

.....D.O.B.....

****If Applicant is a Pty Limited Company or a Trust, Directors must give Personal Guarantees.**

Business Address.....

Postal Address.....

Telephone No.....Fax No.....Account contact

Website Address.....E-mail Address.....

Nature of Business:.....

Name, Address and Phone Number of Accountant or Auditors :

.....

Bank & Branch :

Name, Address and Phone Number of Landlord / Agent :

.....

Trade References: (Other than Solicitors, Accountants and Agents)

1.Address.....Tel.....

2.Address.....Tel.....

3.Address.....Tel.....

Estimated CREDIT REQUIRED : A \$Credit PERIOD REQUIRED: days

I/WE HEREBY GIVE **PREMIER** THE AUTHORITY TO MAKE ENQUIRIES AS TO THE CREDIT WORTHINESS OF THE APPLICANT AND/OR THE DIRECTORS AS REQUIRED BY **PREMIER** FROM TIME TO TIME INCLUDING OBTAINING REPORTS FROM AND EXCHANGING INFORMATION WITH CREDIT REPORTING AGENCIES IN ACCORDANCE WITH THE PRIVACY ACT.

I/WE AGREE TO PAY ACCOUNTS IN ACCORDANCE TO **PREMIER'S** PUBLISHED TERMS WHICH MAY VARY FROM TIME TO TIME.

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF COMMERCIAL CREDIT ACCOMODATION AND **PREMIER'S** TERMS OF BUSINESS (AS ATTACHED) AND CONFIRM THAT THESE TERMS WILL APPLY TO ANY CREDIT PROVIDED TO ME/US; AND

THE INFORMATION SUPPLIED BY US, THE APPLICANT, IS TRUE AND CORRECT AND ACKNOWLEDGE **PREMIER** WILL RELY ON AND USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT ACCOMODATION APPLICATION.

Signed for the Applicant.....Name.....Title.....Date.....

PLEASE SEEK INDEPENDENT LEGAL ADVICE IF YOU DO NOT UNDERSTAND THE COMMERCIAL CREDIT ACCOMMODATION APPLICATION OR THE TERMS AND CONDITIONS OF COMMERCIAL CREDIT ACCOMMODATION THAT APPLY TO IT

TERMS AND CONDITIONS OF COMMERCIAL CREDIT ACCOMMODATION

(Please read carefully)

- 1) Payment Terms are strictly 30 days from the end of the month the invoice was raised, unless otherwise agreed by **PREMIER** in writing.
- 2) Credit limits granted may not be exceeded without the written prior consent of **PREMIER**.
- 3) Overdue balances incur interest at the rate of 1.5% per month, calculated daily from the date when payment fell due until fully paid.
- 4) **PREMIER** may from time to time alter these Terms and Conditions of Commercial Credit Accommodation and such altered terms and conditions shall apply in respect of all transactions after notification to the Applicant/Customer of such alterations.
- 5) If the Applicant/Customer fails to pay **PREMIER** any outstanding amount on its due date, or fails to comply with its other obligations under its contract with **PREMIER**, **PREMIER** may revoke the credit accommodation, require any further transactions by the Applicant/Customer to be on cash basis and demand that all amounts then owing to **PREMIER** become immediately due and payable.
- 6) The Applicant/Customer agrees to indemnify **PREMIER** for any costs which **PREMIER** incurs arising from the collection of any overdue monies.
- 7) If the Applicant/Customer is a company, **PREMIER** requires that the Directors of Applicant/Customer execute a personal Guarantee.
- 8) The failure by **PREMIER** to insist upon compliance with any provisions of these Terms and Conditions of Commercial Credit Accommodation does not constitute a waiver of any other rights of **PREMIER**.
- 9) If any provision or part of a provision of these Terms and Conditions of Commercial Credit Accommodation is found to be unenforceable then that provision or part of the provision shall be severed and the remaining provisions shall continue to be binding on **PREMIER** and the Applicant/Customer. The law applicable to these Terms and Conditions of Commercial Credit Accommodation is the law of the State of New South Wales, Australia.
- 10) These Terms and Conditions of Commercial Credit Accommodation must be read in conjunction with our general Terms of Business. Where there is a conflict with the Terms and Conditions of Commercial Credit Accommodation and the **PREMIER** Terms of Business, these Terms and Conditions of Commercial Credit Accommodation will prevail to the extent of the conflict.

GUARANTEE

- A. The persons set out below (the "Guarantors") declare they are the directors and/or shareholders of the Applicant and the information set out in these Terms and Conditions of Commercial Credit Accommodation are true and correct.
- B. The Guarantors acknowledge that **PREMIER** has relied on the information set out in these Terms and Conditions of Commercial Credit Accommodation when assessing whether or not to grant credit to the Applicant.
- C. The Guarantors authorise **PREMIER** to make such enquiries as it deems necessary as to the creditworthiness of the Applicant and each Guarantor from time to time, and authorises third party credit providers of the Applicant or Guarantors to disclose credit information of the Applicant or the Guarantors to **PREMIER** for the purposes of **PREMIER** assessing whether to grant credit to the Applicant.
- D. In consideration of **PREMIER** agreeing to grant credit to the Applicant, the Guarantors hereby agree to guarantee payment of the Applicant's indebtedness to **PREMIER** and all monies now and hereafter owed to **PREMIER** by the Applicant and agree to indemnify **PREMIER** against all costs, expenses or claims arising due to a failure by the Applicant to comply with these Terms and Conditions of Commercial Credit Accommodation.
- E. This guarantee binds the Guarantors jointly and severally.
- F. In addition to personally guaranteeing payment of any amounts payable by the Applicant to **PREMIER**, and in further consideration of **PREMIER** granting credit to the Applicant, the Guarantors:
 - (1) Agree to charge as beneficial owner all freehold and leasehold interests in land which the Guarantors now have or may acquire from the date of this application, in respect of and as security for the obligation to pay all money due by the Applicant to **PREMIER** under this guarantee;
 - (2) Consent to **PREMIER** lodging a caveat in respect of any such land to more properly secure the debt owed by the Applicant to **PREMIER**; &
 - (3) Agree to pay **PREMIER'S** costs of and incidental to lodging and or withdrawing, any caveat.
- G. This guarantee is signed as a deed.

Signed by each Director/Guarantor.....Name.....Date.....

Signed by each Director/Guarantor.....Name.....Date.....

Signed by each Director/Guarantor.....Name.....Date.....

In the presence of :

Signed by Witness.....Name.....Date.....

Office use only

Applicant name:

References checked:..... *date:*.....

Comments:

References checked:..... *date:*.....

Comments:

References checked:..... *date:*.....

Comments:

Directors Guarantee required:..... *YES/NO*

Directors Guarantee signed:..... *YES/NO*

Credit Approval Given:..... *YES/NO*

Credit limit approved:..... *(dollars)*

Credit terms approved:..... *(days)*

Assessing Staff member:..... *date:*.....

PREMIER Director approval given:..... *date:*.....

PREMIER Account No:.....
