

CREDIT APPLICATION FORM

Metaltex Australia Pty Ltd - ABN 20 098 821 071

Company Name:

Trading Name: Telephone:

ABN: Fax:

Billing Address: Shipping Address:

Accounts Payable Contact (Name and Direct Number):

Purchasing Contact (Name & Direct Number):

Bank: Branch (BSB):

Directors/Partners

Name: Address: Telephone:

.....

Please supply three Current Trade References

Name: Contact: Telephone: Fax:

.....

Terms & Conditions:

Trading terms are strictly 30 days from EOM. Failure to make payments on time may result in your account being placed on hold until all outstanding amounts are received in full. The parting signing the face page of this document hereby agrees to all Terms of Trade listed in Appendix 1.

Signed: Position: Date:



APPENDIX 1 - TERMS AND CONDITIONS OF TRADE

The Customer Acknowledges That:

- SUPPLIER** Metaltex Australia Pty Ltd hereinafter referred to as Metaltex Australia.
- PAYMENT** Cash payment on delivery unless customer has an approved 30 day end of month (EOM) credit account in which case payment is strictly within thirty (30) days from the EOM in which the invoice was raised. If payment is not received, the customer will pay Metaltex Australia's reasonable costs, expenses and disbursements incurred in recovering or seeking to recover any overdue amount. Metaltex Australia reserves the right to charge interest on any overdue account calculated at the rate of 4% higher than the interest rate prescribed under the *Penalty Interest Rates Act (Vic)*.
- PRICE** All prices are as quoted to customer by formal written quote.
- PAYMENT** The liability of Metaltex Australia for any damage, loss, delay or non-delivery for any cause, ceases upon the release of goods to authorized third party carriers. Metaltex Australia, to the fullest extent permissible at law, limit its liability in its sole discretion to either: re-supplying the goods and services again; or meeting the costs of having the goods and services supplied again. Metaltex Australia will not be liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect or contingent loss suffered by the customer, whether claims are made or not, to the fullest extent permissible at law.
- RETENTION OF TITLE** Until payment in full for the goods has been received by Metaltex Australia, title and ownership in the goods shall remain with Metaltex Australia and the customer shall hold the goods as bailee for Metaltex Australia, notwithstanding that risk in the goods shall pass to the customer upon release of the goods to the customer or to authorized third party carriers. If the customer defaults in meeting payment for the goods Metaltex Australia may retake possession of any of its goods for which full payment has not been received. For this purpose, the customer agrees that Metaltex Australia may enter upon any premises occupied by the customer for the purpose of inspecting the goods and retaking possession of its goods.
- DELIVERY & ACCEPTANCE OF GOODS** Delivery of goods ordered will be made in accordance with the quotation given to the customer. The customer will be deemed to have accepted goods unless it notifies Metaltex Australia to the contrary within 5 business days of delivery date.
- RETURN OF GOODS** In respect to any defective goods or non-compliant goods to the order placed, the customer must notify Metaltex Australia within 5 business days of delivery of such goods. Metaltex Australia will thereupon arrange inspection of the said goods and/or determine whether the goods should be returned to Metaltex Australia or dealt with in some other manner.
- PPSR** In addition to the retention of the title rights in favor of Metaltex Australia, as security for the due and punctual payment of any moneys owing by the customer, the customer:
1. charges and grants security interest to Metaltex Australia all of the customer's present and future rights and interests in the goods sold by Metaltex Australia to the customer from time to time and any proceeds as defined in the Personal Property Security Act 2009 (Cth)(PPS Act) of the products; and
 2. charges in favor of Metaltex Australia as an additional and separate security interest, all present and future Accounts, Chattel, Paper (as defined in the PPS Act) and all other rights and chooses in action which form part of or relate to the goods or any part of them at any time.
- The customer acknowledges that it grants Metaltex Australia a security interest as defined in the PPS Act and that it shall do all the things reasonably required by Metaltex Australia to enable Metaltex Australia to register its security interests with the priority Metaltex Australia requires and to maintain the registration.
- SEVERANCE AND LAW** If any provisions of these terms and conditions are not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms. Further, if any part of these terms and conditions are invalid or unenforceable, that part is deleted and the remainder of the terms and conditions remains effective. Further the law and jurisdiction applicable to any order placed with and accepted by Metaltex Australia in Victoria.

