

SOUTHERN STEEL GROUP PTY LTD ABN 43 003 067 838 AND SUBSIDIARIES:

Australian Metal Processors Pty Ltd T/A Coil Processors ABN 56 151 692 330	Ferrocut Australia Pty Ltd ABN 38 122 123 102	Southern Steel Cash & Carry Pty Ltd ABN 36 003 897 274
Australian Rollforming Manufacturers Pty Ltd ABN 30 160 982 178	Piling Solutions Australia Pty Ltd ABN 90 636 847 302	Southern Steel Supplies Pty Ltd ABN 37 000 060 131
Boyd Metal Industries Pty Ltd ABN 45 615 974 279	RJE Pty Ltd T/A Metal Shop Technics ABN 43 093 980 673	Southern Steel Trading Pty Ltd ABN 17 138 204 029
Brice Metals Australia Pty Ltd ABN 21 098 296 201	RJE Pty Ltd T/A Rigby Jones ABN 43 093 980 673	Southern Steel (WA) Pty Ltd ABN 64 125 188 409
Brice Metals Australia Pty Ltd T/A Mighty M ABN 21 098 296 201	Rollco Pty Ltd ABN 23 002 155 688	Southern Steel (WA) Pty Ltd T/A WA Cutting Services ABN 64 125 188 409
Brice Sheet & Coil Pty Ltd ABN 70 659 504 159	Rollpress Proplate Group Pty Ltd T/A RPG Australia ABN 60 160 898 073	Steelpipes Pty Ltd ABN 41 154 859 006
Elliott Engineering Pty Ltd ABN 46 600 614 524	Southern Queensland Steel Pty Ltd ABN 62 085 107 991	Surdex Sheet & Coil Pty Ltd ABN 43 004 339 922
Elliott Engineering Pty Ltd T/A Smithweld Bending ABN 46 600 614 524	Southern Sheet & Coil Pty Ltd ABN 48 003 385 322	Surdex Steel Pty Ltd ABN 39 004 339 904

Hereinafter referred to as "the Company"

Credit Application & Deed of Guarantee

Registered Name			
Trading Name			
ACN	ABN	ARBN	
Hereinafter referred to as "the Applicant" and after the acceptance date, as "the Customer"			
Address for Accounts			
Address for Deliveries			
Phone	Mobile	Email	
Type of Business			How long established? _____ years
Annual Sales	\$ _____	Credit requirement per month	\$ _____
Type of Business	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Co. <input type="checkbox"/> Public Co. <input type="checkbox"/> Government <input type="checkbox"/> Trust		
As Trustee for the	Trust	Trust ABN	

Name of All Directors/Partners or Proprietors	Date of Birth	Home Address & Phone
1		
2		
3		
4		

Trade References	Address	Email
1		
2		
3		

I/We have read, accept, understand and agree to be bound by the General Terms & Conditions of Sale of the Company and acknowledge that failure to comply with these conditions may result in the withdrawal of account/credit facilities and thereafter possible legal action. I/We agree to be responsible for all legal costs incurred by the Company in the collection of monies owed, including any legal costs on a solicitor-client basis and any commission or other expense incurred by any debt collection agency. To enable the Company to assess the credit application or to review any existing credit, the Applicant and Guarantor(s) authorise the supplier to obtain: 1. From a credit reporting agency a credit report containing personal information about the Applicant and Guarantor(s) in relation to credit to be provided by the Company; 2. A report from a credit reporting agency containing personal information about the Applicant and the Guarantor(s); and 3. A report containing information about the Applicant's and the Guarantor(s)' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit to be provided by the Company. The Applicant and the Guarantor(s) authorise the Company to provide certain personal information about the Applicant and the Guarantor(s) as authorised by the Privacy Act 1988. The information which may be given to an agency as authorised by the Privacy Act 1988. In accordance with the Privacy Act 1988, the Applicant authorises the Company to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's 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 1988.

Signature of Authorised Representative of the Applicant	Print Name	Date
Director/Partner or Proprietor		
Director/Partner or Proprietor		

Deed of Personal Guarantee

I/We jointly and severally guarantee to the Company, unconditionally and irrevocably by way of continuing guarantee that I/we will be liable with the Applicant to the Company for the due observance of all conditions expressed or implied in this Credit Application and the Conditions of Sale set out in this form as well as the due payment by the Applicant of all monies payable by it under this or any past or future sale and the due performance of the conditions thereof and for all costs and expenses incurred in connection with, in respect of, or arising out of attempts to recover monies owing to the Company by the Applicant. The granting of any concession or the making of any composition with or the waiver of any default by the Company or the forbearance of the Company to enforce any condition or the release of one or more of the guarantors will not discharge this guarantee which includes an obligation to pay the Company a sum equal to any other payment to the Company which may be set aside under any insolvency law. If any condition is not enforceable for any reason, I/we agree to indemnify the Company against all monies which would have been recoverable from the Applicant had that condition been fully enforceable. The Applicant and Guarantors acknowledge that they may be giving a guarantee to one or more subsidiaries within Southern Steel Group Pty Ltd, defined under this agreement as the Company.

Signature	Print Name	Date
Director/Partner or Proprietor		
Witness		
Director/Partner or Proprietor		
Witness		



SOUTHERN STEEL GROUP PTY LTD ABN 43 003 067 838 AND SUBSIDIARIES:

Table listing subsidiaries of Southern Steel Group Pty Ltd, including Australian Metal Processors Pty Ltd, Ferrocut Australia Pty Ltd, Southern Steel Cash & Carry Pty Ltd, etc.

Hereinafter referred to as "the Company"

General Terms & Conditions of Sale

These General Terms and Conditions of Sale apply to all Contracts of Sale entered into with any of the subsidiaries of Southern Steel Group Pty. Ltd. ABN 43 003 067 838 as shown above and hereinafter referred to as "the Company".

- 1. All goods invoiced form part of these General Terms and Conditions of Sale.
2. The word "Company" shall mean and include Southern Steel Group Pty Ltd and any related body corporate within the meanings of Section 50 of the Corporations Law which includes the subsidiaries referred to above.
3. In these Conditions of Sale, the singular shall include the plural and vice versa and reference to one gender shall include all other genders as the case may be.
...
24. The Applicant/Guarantor hereby charges as beneficial owner all of the Applicant/Guarantor's freehold and leasehold interest in land both in which the Applicant/Guarantor does now possess and which may hereafter be acquired along with all of the Applicant/Guarantor's personal property both presently owned by the Applicant/Guarantor and which the Applicant/Guarantor may hereafter acquire.

Signature of Authorised Representative of the Applicant | Print Name | Date

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