



T: 07 3719 0000 | F: 07 3271 3999
P: PO Box 1059 Gailes, Qld 4300
A: 126 Mica St, Carole Park, Qld, 4300
ABN: 43 010 783 909

Credit Application, Terms and Conditions

Business Name: _____

ABN/ACN: _____

Trading Name: _____

Postal Address: _____

Delivery Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Name of Bank: _____

Branch: _____

Date Business Commenced: _____

Line of Business: [] Sole Trader [] Partnership [] Company

Premises: OWNED/ LEASED/ RENT

Directors/ Partners Full Name: _____

Directors/ Partners Date of Birth: _____

Home Address: _____

Home Telephone: _____

Director's Signature*: _____

*Guarantee: By signing this application as a director of the customer, you are guaranteeing payment of monies due to Primary Metals and Alloys in accordance with Clause 4 of the attached terms and conditions.



T: 07 3719 0000 | F: 07 3271 3999
P: PO Box 1059 Gailes, Qld 4300
A: 126 Mica St, Carole Park, Qld, 4300
ABN: 43 010 783 909

Business References

Business Name	Contact Person (Full Name)	Telephone/Fax (fax preferred)

Accounts Payable Details

Accounts Payable Officer: _____

Phone: _____

Fax: _____

E-mail: _____

Billing Address (Please provide a PO Box address if available)

Preferred method of receiving invoices (Please Tick)

Email

Fax

Post

I/WE request a CREDIT AMOUNT of \$_____ and realise that this will be the credit limit for the account at any particular time. I/ We understand that goods supplied on this account are payable on a THIRTY DAY basis. I/We authorise Primary Metals & Alloys Pty Ltd to charge interest against unpaid accounts for the period in default and to charge finance and administration charges if any incurred in connection with collection.



T: 07 3719 0000 | F: 07 3271 3999
P: PO Box 1059 Gailes, Qld 4300
A: 126 Mica St, Carole Park, Qld, 4300
ABN: 43 010 783 909

I/ We request that Primary Metals and Alloys P/L grant Credit account facilities and in acceptance of the above terms. On the basis I/ We have supplied the information requested, that all information supplied is true and correct in every particular. I/ We acknowledge that if this company grants Credit, this will be done in reliance upon the information supplied by me.

Senior Company position and Authorised to apply for Credit facilities:

Signature: _____

Name: _____

Position: _____

Date: _____



T: 07 3719 0000 | F: 07 3271 3999
P: PO Box 1059 Gailes, Qld 4300
A: 126 Mica St, Carole Park, Qld, 4300
ABN: 43 010 783 909

TERMS OF CREDIT & DISCLOSURE OF COMMERCIAL CREDIT INFORMATION

I/We have read the terms set out in this Credit application and agree to accept those terms and conditions and to pay for all Goods and Services supplied within agreed trading terms made between the Customer and the Supplier from time to time.

1 Definitions

By trading with Primary Metals and Alloys, the Customer agrees to these terms of credit;

“**Customer**” means the company, person(s) or business identified as the Customer in this Credit Application;

“**Credit Application**” means this Credit Application;

“**Goods**” means any goods which the Supplier has agreed to supply to the Customer from time to time;

“**Services**” means services which the Supplier has agreed to provide to the Customer from time to time;

“**Supplier**” means Primary Metals and Alloys ACN 010783909

2 Warranties

The Customer warrants to supplier that:

- (a) The information provided in this Credit application is true and correct in all respects and the Customer acknowledges and agrees that if credit is extended to it, it will be bound by all the standard terms and conditions of the supplier in respect of the supply of Goods or the provision of services as set out in the Supplier’s usual terms and conditions for the supply of those Goods or provision of those services and;
- (b) Where the customer is a company, the person signing the credit Application is duly authorized by the board of directors of the Customer to sign this Credit Application on behalf of the Customer and to bind the credit of the Customer
- (c) The goods or services it acquires from the Supplier will be used solely for business and commercial purposes

3 Privacy Act 1988

- (a) The Customer agrees that the supplier may obtain a consumer credit report about the Customer and the persons signing this Credit Application on behalf of the Customer from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Customer and each of the persons signing on behalf of the Customer

4 Guarantee

- (a) If the Customer is a corporation the person(s) signing for and on behalf of the Customer as Directors Guarantors for the due and punctual payment by the Customer for all monies which the Customer is liable to pay to the Supplier for Goods or services supplied in accordance with the terms set out below;
- (b) Each of the Guarantors, jointly and severally, hereby;
 1. guarantees the punctual payment to the Supplier of all amounts which the Customer does now or may at any time in the future owe to the Supplier
 2. guarantees the punctual and correct compliance with all obligations (other than payment obligations) which the Customer owes now or may in the future owe to the Supplier; and
 3. indemnifies the Supplier against any loss it may suffer if the Customer does not meet any of its obligations
- (c) This Guarantee creates a principal obligation from each and every Guarantor jointly and severally to the Supplier. This guarantee may be enforced against any one Guarantor without the Supplier having to take any steps against the Customer.



T: 07 3719 0000 | F: 07 3271 3999
P: PO Box 1059 Gailes, Qld 4300
A: 126 Mica St, Carole Park, Qld, 4300
ABN: 43 010 783 909

- (d) The Guarantors acknowledge that the guarantee is addressed to all branches or related body corporates of the Supplier and will govern the provision of Goods or services (or both) on credit by that branch, to the customer. Each branch or related body corporate of the supplier who has provided credit to the Customer may call upon this guarantee.
- (e) This guarantee shall, even though it was made elsewhere in Australia, be deemed to have been made in the State of Queensland. The courts in this state shall be deemed to have jurisdiction in all matters related to this Guarantee.
- (f) This Guarantee is not affected by and is still enforceable if:
 - (i) the supplier grants any time, release or other concession to the Customer or any one or more of the Guarantors;
 - (ii) one or more of the Guarantors or any other party does not execute this Guarantee;
 - (iii) the death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
 - (iv) a payment by the Customer or by any Guarantor to the supplier is set aside in bankruptcy, liquidation or official management of the Customer or any of the Guarantors;
 - (v) a guarantor ceases to be director or to be involved with the customer or the status or structure of the customer changes at all;
 - (vi) any other thing occurs which could otherwise limit the effect of this guarantee; and any amounts owing to the Supplier by the customer is not recoverable from the Customer for any reason at all.

This Guarantee is a continuous guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Supplier and the Customer are terminated, and all amounts owing to the supplier by the customer are paid, and all obligations of the Customer to the supplier are complied with in full.