Steel Mains Pty Ltd
ABN 73 004 843 056
PO Box 191, Somerton Vic 3062

APPLICANT COMPANY INFORMATION		
Entity Name (or name of partners or sole trader):		
ABN:	ACN:	
Trading Name (if applicable):		
Registered Address:		
Town/City:	State:	Postcode:
Postal and Trading address:		
Town/City:	State:	Postcode:
Business telephone numbers:	Email:	Mobile:
Business premises Owned or Rented:		
Type of business:		
Contact person (for accounts):		
Expected Monthly Sales $:		
NAMES AND PRIVATE ADDRESS OF ALL DIRECTORS, PARTNERS OR SOLE TRADER		
1. Full Name:	Private phone number:	
Address:		
2. Full Name:	Private phone number:	
Address:		
3. Full Name:	Private phone number:	
Address:		
4. Full Name:	Private phone number:	

TRADE REFERENCES	
Company:	
Phone:	Contact:

Company:	
Phone:	Contact:

Company:	
Phone:	Contact:

C. Declaration and Authority

I hereby:

1. Warrant that the above information is true and correct**,**
2. Agree to be bound by the terms as set out in the Terms and Conditions of Sale between Steel Mains and the Customer and comprising part of this document (section E) or, if applicable, the Terms and Conditions of Sale attached to any quotation issued by Steel Mains ("Terms and Conditions of Sale"), and in particular agree to be bound by the payment terms therein.
3. Agree to be bound by the terms as set out in Section G — Compliance.
4. Agree that credit facilities may be withdrawn at any time without prior notice.
5. Agree that any change that affects the trading address, legal entity structure of management or control of the Customer will be notified to Steel Mains in writing within 5 business days of the change becoming effective.
6. Declare that:

   (a) if an individual, I have not been a bankrupt or involved in a company that has been liquidated or placed into receivership, administration or statutory management or become insolvent.

   (b) if a company, it has not been placed into liquidation, receivership, administration or statutory management or become insolvent.

7. Authorise STEEL MAINS to do all or any of the following:

   (a) obtain from a credit reporting agency a credit report containing personal information about the Customer or me in relation to personal credit provided by STEEL MAINS;

   (b) obtain from a credit reporting agency a credit report containing personal information about the Customer or me in relation to commercial credit provided by STEEL MAINS;

   (c) obtain a report and/or other information about the Customer's or my commercial activities or commercial credit worthiness from a business that provides information about the commercial credit worthiness of a person in relation to personal credit provided by STEEL MAINS;

   (d) obtain a report and/or other information from a credit reporting agency in relation to the Customer's or my commercial credit activities.

8. Authorise STEEL MAINS to give to, and to obtain from, credit providers named in this form and credit providers that may be named in a credit report issued by a credit reporting agency, information about the Customer's or my credit arrangements.
9. Understand that this information may be obtained and used for the following purposes:

   (a) to assess the Customer's enquiry for credit and the Customer's and my credit worthiness;

   (b) to notify other credit providers of a default by the Customer or me.

10. Acknowledge that STEEL MAINS has informed the Customer and me that personal information acquired through this application and through future discussions and correspondence between the Customer, me and STEEL MAINS might be disclosed to a credit reporting agency.

11. Acknowledge STEEL MAINS's **Privacy Collection Statement** set out below.

The following applies to you if you are an individual.

Personal information is information about you, such as your name, address and payment history. STEEL MAINS generally collects and uses the personal information it needs to obtain and provide credit reports and credit references as set out in sections 6-9 of this Part C, to provide and market its goods and services to the Customer and generally to conduct business with the Customer.

STEEL MAINS may use your information to send to you its publications and to invite you to functions or activities, and for other purposes related to its marketing activities. If you would prefer that STEEL MAINS did not use your details this

way, please contact STEEL MAINS's Privacy Compliance Officer by first contacting the office of STEEL MAINS at the address named above.

STEEL MAINS shares personal information with its related companies both in and outside Australia.

The sorts of persons and organisations outside STEEL MAINS to which STEEL MAINS typically discloses personal information include the following. This is not a complete list — there will be others that are less common or which you have been told, or will be told, about when you or your organisation applied or apply for another product or service.

(a) Service providers (for example, mailing houses, printers internet support services, auditors, debt collection agencies and process servers);

(b) professional advisers (for example, lawyers and accountants);

(c) the businesses and entities referred to in sections 7-10 of this Part C;

(d) where you are not the Customer, the Customer and (where it is a company) any officer or employee of the Customer;

(e) any other proposed guarantor of the credit of the Customer whether or not named in this Confidential Credit Application and Agreement and any representative or adviser of that guarantor;

(f) your financial adviser and

(g) if you are the Customer, any person you have appointed as your representative in relation to the Terms and Conditions of Sale or any other Credit Agreement.

You can access most personal information that STEEL MAINS holds about you. A fee may apply. Sometimes that will not be possible but, if that is the case, you will be told why. If at any time your details change or you would like to access your personal information, please contact STEEL MAINS's Privacy Compliance Officer by first contacting the office of STEEL MAINS at the address named above.

D. Guarantee and Indemnity

1. In consideration of STEEL MAINS agreeing, at the request of the undersigned ("Guarantor'), to supply goods to the Customer referred to at item A of the Confidential Credit Application and Agreement, the Guarantor guarantees to STEEL MAINS the due and punctual performance of the Customer's obligations under the Terms and Conditions of Sale ("Agreement") and payment all sums of money as shall or may be at any time or times hereafter become due and owing or payable by the Customer to STEEL MAINS for any reason whatsoever.

2. For the same consideration the Guarantor indemnifies STEEL MAINS against any actual contingent or prospective loss, cost, expense or damage whatsoever which STEEL MAINS may incur as a consequence of:

   (a) an obligation of the Customer expressed in the Agreement is void, voidable or wholly or partially unenforceable;

   (b) STEEL MAINS disgorging any money paid to it on the Customer's account under the Agreement;

   (c) the Customer failing to perform an obligation under the Agreement;

   (d) any moneys due to STEEL MAINS by the Customer not being paid when due or any payments to STEEL MAINS being void or voidable;

   (e) STEEL MAINS taking steps of any nature to enforce the performance of any obligation of the Customer and/or Guarantor.

3. The Guarantor must pay money owing under this document immediately upon demand in immediately available funds without deduction. The Guarantor waives the right of set-off and the right to rely on a defence available to the Customer.

4. The Guarantor gives the declarations, warranties, agreements, authorisations and acknowledgements at item C (Declaration and Authority) of the Confidential Credit Application and Agreement in its own capacity.

5. The Guarantor further covenants and agrees with STEEL MAINS that:

   (a) this guarantee and indemnity is absolute and unconditional and shall not be abrogated, prejudiced or affected by any grant of time or other indulgence or forbearance to the Customer or to the Guarantor or by any other act, default, omission, dealing or thing which might otherwise prejudicially affect this guarantee and indemnity;

(b) this guarantee and indemnity is irrevocable and shall remain in full force and effect until all money guaranteed has been paid in full;

(c) this guarantee and indemnity is a principal obligation, not in addition to or in substitution for any other security or agreement and the Guarantor is treated as a principal debtor, jointly and severally with the Customer;

(d) STEEL MAINS is not required to give the Guarantor or the Customer any notice before proceeding to enforce its rights;

(e) this guarantee and indemnity shall be binding upon the Guarantor's successors and assigns.

6. This guarantee and indemnity shall be construed in accordance with and governed by the laws governing the Agreement. Any legal action or proceeding arising out of or in any way connected with this guarantee and indemnity, or the supply of goods and services by STEEL MAINS to the Customer, may be instituted in a court of competent jurisdiction in the jurisdiction governing the Agreement.

7. A notice, consent or other communication in connection with this document may be given by any means provided in section 170 of the Conveyancing Act NSW 1919. A notice which is sent by post to the addressee is to be regarded as given, served, received and as having come to the attention of the addressee on the third (seventh if outside Australia) day after posting.

8. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority. A word that denotes the singular denotes the plural, a word that denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

9. Any agreement, covenant, representation, warranty, undertaking or liability arising under this document on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.

Executed as a deed

Dated this:	Day of:	Year:

Signed, sealed and delivered by the Guarantor/s

Signature:	Print Name:	Witness:
Signature:	Print Name:	Witness:
Signature:	Print Name:	Witness:

E. Terms and Conditions of Sale

1. General

Unless the context otherwise requires:

Agreement means the agreement between Steel Mains and the Customer for the supply of Goods or Services by Steel Mains to the Customer and shall be constituted in its entirety by these Terms and Conditions of Sale and, shall incorporate the terms of any quotation and the terms of any Confidential Credit Application and Agreement issued by Steel Mains;

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Perth and the place in which the Goods are to be delivered or the Services are to be performed.

Consequential Damages means any:

(a) loss of contracts;

(b) loss of opportunity to enter an alternative transaction or contract;

(c) any incidental, indirect or consequential loss which is not caused directly by the party's breach or conduct; or

(d) loss of Indirect Profit.

Credit Arrangement means the credit terms available to the Customer pursuant to an application by the Customer for the provision of Goods or Services on credit submitted to Steel Mains using Steel Mains' standard credit application form and accepted in writing by Steel Mains (referred to as the Confidential Credit Application and Agreement);

Customer means the party to whom Steel Mains has agreed to supply Goods or Services pursuant to the Agreement;

Delivery Date has the meaning given in clause 7(a);

Goods means the goods agreed to be supplied by Steel Mains and purchased by the Customer pursuant to the Agreement;

GST has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or, if that Act ceases to exist, it has the meaning provided by any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

Indirect Profit means profit that:

(a) did not arise as the natural, probable or reasonably foreseeable consequence of a breach of a Purchase Order or the Agreement; and

(b) was not within the actual contemplation of the parties at the date of entering into the Agreement or a Purchase Order.

Intellectual Property Rights means all intellectual property rights of any kind, whether registered or unregistered, relating to the Goods or Services, or the installation or operation of the Goods, including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade secrets, know-how, trade marks and copyright in such intellectual property.

Purchase Order means the written purchase order by the Customer for the supply of the Goods or Services which has been accepted by Steel Mains, as amended by written agreement from time to time;

Purchase Price has the meaning given in clause 3(a);

Services means all labour in connection with the supply of any Goods, or other services supplied by Steel Mains and purchased by the Customer pursuant to the Agreement;

Site has the meaning given in clause 7(a);

Steel Mains means Steel Mains Pty Ltd ABN 73 004 843 056.

2. Quotations and purchase orders

(a) Quotations from Steel Mains are valid for a period of 30 days from the date of issue or as otherwise specified in the quotation, and pricing is specific and applicable to that quotation only. A quotation from Steel Mains is not an offer to sell.

(b) The Customer must issue Steel Mains a Purchase Order setting out an order number, Steel Mains' quotation number (if applicable), full description of the Goods or Services to be purchased, the delivery date, delivery point and any other information requested by Steel Mains.

(c) The Customer warrants that all information supplied to Steel Mains by the Customer is accurate and complete, including but not limited to the information related to Goods, Services and relevant access site.

(d) The Purchase Order may be accepted or rejected by Steel Mains at Steel Mains' sole discretion.

(e) A contract shall be formed by and upon Steel Mains accepting a Purchase Order pursuant to clause 2(b), and each Purchase Order shall be governed by the Agreement.

(f) The Agreement shall take precedence over any other representations, agreements, arrangements or understandings relating to the Goods or Services and any matters in connection with the Goods or Services.

(g) The Customer acknowledges and accepts that any conditions or terms of purchase submitted by the Customer at any time, deviating from or inconsistent with the Agreement will not bind Steel Mains, notwithstanding any statement by the Customer in its Purchase Order that its terms and conditions prevail over the Agreement.

3. Payment of Purchase Price

(a) The price for the Goods and Services will be the price set out in the relevant Purchase Order, unless the amount is adjusted pursuant to clause 4 or as varied by the parties in writing **(Purchase Price)**.

(b) The total Purchase Price, unless expressly stated in the Purchase Order, includes GST but does not include any delivery charges, packaging, freight, assembly costs, installation costs, costs and charges of third party suppliers such as electricians, insurance or any statutory, sales, excise, or other taxes, duties or imposts (**Ancillary Costs**), all of which may be added to the purchase price or otherwise will be paid by the Customer or reimbursed by the Customer to Steel Mains, as Steel Mains may elect.

(c) Payment of the Purchase Price and any applicable Ancillary Costs, must be made in full within 30 days after the date of the invoice or otherwise in accordance with the Customer's Credit Arrangement.

(d) The Customer must not set off any money owing or alleged to be owing by Steel Mains against money due by the Customer to Steel Mains.

(e) If the Customer does not pay the Purchase Price or Ancillary Costs in accordance with clause 3(c), without prejudice to any other rights which it may have against the Customer, Steel Mains is entitled to additional payment by the Customer of interest at the Reserve Bank of Australia Cash Rate Target effective from time to time plus 6% per annum calculated daily from the day it falls due, and for the duration that amounts owing remain unpaid.

(f) In the event of any default in payment, the Customer is liable to Steel Mains for all costs, expenses or losses reasonably incurred by Steel Mains as a result of the Customer's failure to pay (including without limitation the costs of any legal action, debt collection costs, Court costs, search costs and legal costs on an indemnity basis). The Customer must pay any and all such amounts to Steel Mains on demand .

4. Variation of Purchase Order

(a) Prior to delivery and subject to clause 4(c), the parties, acting reasonably, may agree to vary a Purchase Order or the Agreement (**Variation**). Where the Customer reduces the quantity of, or removes any Goods from a Purchase Order, Steel Mains shall be entitled to immediate payment by the Customer of the costs specified in clause 5(b).

(b) Any Variation must be in writing, signed by the parties and must include details of all agreed changes made to the Purchase Order including but not limited to date of delivery, location, quantity, pricing or specifications.

(c) Unless expressly stated otherwise, Steel Mains is entitled to unilaterally increase or decrease the Purchase Price as a Variation where:

(i) Additional costs are incurred by Steel Mains due to a change in law (including the interpretation of law), a change to the Customer's policies, process or procedures which were not reasonably anticipated at the time the Purchase Order was accepted by Steel Mains;

(ii) Steel Mains incurs unforeseen additional costs as a result of any Customer specifications, Site, or work conditions that were not disclosed by the Customer to Steel Mains, or reasonably foreseeable by Steel Mains at the time the Purchase Order was accepted by Steel Mains; or

(iii) Additional costs are incurred by Steel Mains due to a breach by the Customer of clause 2(c).

5. Termination by Agreement

(a) Prior to delivery and upon the written request of Customer, Steel Mains may, but is not obliged to, terminate a Purchase Order or the Agreement.

(b) Unless expressly stated otherwise, Steel Mains is entitled to immediate payment by the Customer for the following costs incurred:

(i) The price for Goods or Services already supplied or for Goods manufactured (partly or wholly) but not yet supplied;

(ii) The price of materials, goods and equipment Steel Mains is liable to accept in relation to a Purchase Order, that cannot be cancelled;

(iii) The price of labour, drawing drafting, and technical support costs completed or incurred by Steel Mains under the Purchase Order up to the date of agreed termination;

(iv) Demobilisation costs incurred by Steel Mains; and

(v) Any subcontractor or third-party contract break costs.

6. Termination for Cause

(a) Either party may immediately terminate a Purchase Order or this Agreement where the other party:

(i) If Customer, fails to pay any amount owing under the Purchase Order on its due date;

(ii) Commits a material breach which is not remedied within 30 days after receipt of written notice from the other party, including but not limited to failure to pay the purchase price; or

(iii) Becomes bankrupt, has an administrator, a receiver or a receiver and manager appointed, goes into liquidation (whether voluntarily or otherwise), or is wound up, dissolved or declared insolvent.

(b) Where termination of a Purchase Order or the Agreement occurs pursuant to clause 6(a), Steel Mains is entitled to immediate payment by the Customer for the costs listed in clause 5(b) and/or to enter upon the Customer's premises or nominated site to repossess the unpaid Goods (including uninstalling and removing the Goods).

7. Delivery

(a) Subject to clause 9, delivery of Goods and Services must be made in accordance with the Purchase Order and this Agreement, including in particular, any specified delivery date(s) (each, a **Delivery Date**) and location(s) (each, a **Site**) .

(b) Steel Mains is deemed to have delivered the Goods or Services when:

(i) the Goods are collected by or on behalf of the Customer at the nominated Site or if no Site is specified in a Purchase Order, at a location nominated by Steel Mains;

(ii) the Goods are unloaded at the Site; or

(iii) Steel Mains notifies the Customer in writing that it deems the Services to have been completed in accordance with the Purchase Order and the Customer does not dispute that notice within 2 Business Days after receipt.

(c) Any unloading of Goods shall be the Customer's sole risk and responsibility, unless Steel Mains expressly agrees otherwise in writing.

(d) Subject to prior written agreement, Steel Mains may deliver the Goods by instalments and issue interim invoices to the Customer.

(e) Without limiting any other provision of the Agreement and without prejudice to any other right available at law including the right to claim damages, failure by the Customer to pay any instalment, or any other amount when due, will entitle Steel Mains to withhold or delay delivery of any remaining Goods ordered until full payment is received by Steel Mains.

(f) Delivery or unloading of the Goods should not take more than one hour, unless expressly agreed by Steel Mains. If Customer causes a delay beyond this time in the collection or unloading of the Goods, then the Customer is liable and must pay (or reimburse Steel Mains) any resultant demurrage fee (including of any stand down costs) incurred under third party transportation contracts.

8. Storage

(a) Subject to clause 10, where the Customer delays, prevents or otherwise fails to permit delivery of the Goods by the agreed delivery date, Steel Mains may, in its discretion and without limiting any other rights and remedies available under this Agreement, store the Goods at a Steel Mains facility, or a third party storage facility and recover the applicable damages under clause 8(b) and 8(c).

(b) Where the Goods are stored at a Steel Mains facility and delivery has not occurred within 30 days from the original Delivery Date, Steel Mains may charge and recover from the Customer storage fees until delivery occurs. Storage fees will be calculated at a rate of 3.0% of the Purchase Price (ex-works) of all undelivered Goods held at a Steel Mains Facilities at the end of each 30 day period for the first two months, with an additional 0.5% applied for each subsequent 30-day period the Goods remain in storage.

(c) Where the Goods are stored at a third-party facility, Steel Mains may charge and recover from the Customer all reasonable incurred storage costs associated with the storage of the relevant Goods, including but not limited to, storage fees, insurance, demurrage, and handling charges

(d) In addition to clause 8(a), Steel Mains may:

(i) issue an invoice for the Goods to the Customer as if delivery had occurred on the Delivery Date; and

(ii) recover from the Customer any additional costs, losses or liabilities reasonably incurred by Steel Mains arising directly from the delay or refusal of delivery.

(e) The Customer acknowledges and agrees that all amounts payable by the Customer in accordance with clause 8(b) constitute a genuine pre-estimate of the loss likely to be incurred by Steel Mains as a result of the Customer's delay including lost revenue, and do not constitute a penalty.

(f) The Customer must pay all amounts invoiced under this clause within 30 days of being invoiced by after receiving Steel Mains' invoice.

(g) Steel Mains will take reasonable efforts to ensure the Goods remain in good condition during the storage period but will not be liable for any deterioration or damage resulting from events beyond its reasonable control.

(h) Notwithstanding any other provision of this clause 8, Steel Mains will not be required to store the Goods for more than 90 days from the Delivery Date. Upon expiry of that 90-day period, the Customer must take delivery of the Goods on a date and at a location nominated by Steel Mains. If the Customer fails or refuses to take delivery of the Goods after the expiry of the 90-day period, Steel Mains may exercise any rights or remedies available to it under this Agreement or at law.

9. Extension of Time and Force Majeure

(a) In respect of the supply of Goods and Services under this Agreement, Steel Mains is entitled to a reasonable extension of time where it is, or is likely to be, delayed in the supply of those Goods or Services as a result of:

(i) any fact, event, matter or circumstance beyond Steel Mains reasonable control; or

(ii) any breach, act or omission of the Customer.

(b) Where clause 9(a)(ii) applies, Steel Mains will be entitled to recover all reasonable costs incurred as a result of the delay.

(c) Steel Mains will not be liable for any failure to fulfil or any delay in fulfilling any obligation arising under the Agreement if the failure or delay has been caused directly or indirectly by any acts of God, flood, drought, fire, storm, earthquake, natural disasters, epidemic, pandemic, war, terrorism, civil unrest, industrial disputes, strikes, lockouts, government actions, changes in law, utility failures, transport disruptions, shortages of labour, materials or equipment, and interruptions to supply chains, or any other cause beyond Steel Mains' reasonable control and not as a consequence of Steel Mains' negligence.

(d) If an event referred to in clause 9(c) continues for an unbroken period of not less than 90 days, either party may terminate the affected Purchase Order or the Agreement by written notice to the other party, in which case Steel Mains is entitled to immediate payment by the Customer for the costs set out in clause 5(b).

10. Acceptance and Return of Goods

(a) Once the Goods have been delivered or Services performed, the Customer will be deemed to have accepted the Goods or Services unless a claim is made by the Customer in accordance with clause 10(a).

(b) Within a reasonable time, not to exceed 5 Business Days, the Customer must inspect the Goods and may reject any Goods that do not comply with the description and quantity agreed upon in the Purchase Order or Agreement, by notifying Steel Mains in writing of the claim and providing full particulars of the claim. Steel Mains may reasonably dispute any such claim.

(c) Within Steel Mains' reasonable discretion, Goods validly rejected by the Customer may be:

(i) where rejected in accordance with clause 10(b), to the extent permitted by law, Steel Mains' sole liability will be to repair or replace (in Steel Mains' reasonable discretion) incorrectly supplied Goods or Services at Steel Mains' expense; or

(ii) where oversupplied by Steel Mains, returned to Steel Mains, at Steel Mains' cost, unsoiled, undamaged and in a resaleable condition (in the original packaging if applicable).

(d) Other than Goods returned or remedied in accordance with clauses 10(a) and 10(b), Steel Mains will not accept return of Goods unless such return is authorised by Steel Mains which will incur Steel Mains' then standard restocking fee payable by the Customer.

(e) Return of custom-made Goods will not be accepted.

11. Title and risk

(a) Title to the Goods only passes to the Customer upon receipt of payment in full by Steel Mains.

(b) Until such time as the Customer has paid Steel Mains in full for the Goods, the Customer acknowledges and agrees that it:

(i) holds the Goods as bailee for Steel Mains, subject to the Customer's right to deal with the Goods in the ordinary course of the Customer's business (**Bailment**); and

(ii) indemnifies Steel Mains against any claim arising out of the possession, use or disposal of the Goods by the Customer but not any claim arising from, or in connection with, any repossession or attempted repossession of the Goods by Steel Mains.

(c) The risk in the Goods passes to the Customer at the time of delivery under clause 7.

(d) Prior to title passing to the Customer, Steel Mains reserves the right to register a security interest in relation to the Goods and any proceeds arising in respect of the Goods, for the purposes of the Personal Property Securities Act 2009, as amended.

(e) The Customer agrees to provide Steel Mains with all such information that Steel Mains requires to register a security interest at any time.

(f) The Customer will immediately advise Steel Mains of any changes which may affect Steel Mains' security interest.

E. Terms and Conditions of Sale

12. Insurance

(a) The Customer must keep the Goods insured against all risks for Goods of that kind for their full replacement value against loss or damage, from the time the risk in the Goods passes to the Customer until the time that title to the Goods passes to the Customer.

(b) The Customer holds the proceeds of that insurance on trust for Steel Mains up to the amount it owes Steel Mains in respect of those Goods, and must keep such proceeds in a separate account until the liability to Steel Mains is discharged and must immediately pay that amount to Steel Mains.

(c) The Customer must not do anything which could prejudice any insurance of the Goods.

(d) Where Steel Mains or its personnel are required to attend or access the Customer's premises or a Site in connection with the delivery, servicing, training or inspection of Goods or the performance of Services, the Customer must at its own cost effect and maintain public liability insurance (including product liability) with a reputable insurer for an amount of not less than $20,000,000 for any one occurrence and must further maintain workers' compensation insurance as required by applicable law, in each case for the duration of the Agreement.

(e) Upon request, the Customer must provide Steel Mains with a certificate of currency for all policies of insurance required under this clause 12.

13. Customer Site Access and Workplace Health and Safety

(a) Where Steel Mains or its personnel are required to attend the Customer's premises or a Site in connection with the delivery, training, or servicing of Goods or the performance of Services, the Customer must:

(i) ensure that the relevant premises or Site complies with all applicable workplace health and safety laws and regulations in the relevant jurisdiction, including without limitation the *Work Health and Safety Act 2011* (Cth) or its state or territory equivalent;

(ii) provide Steel Mains and its personnel with safe and lawful access to the relevant premises or Site, including by obtaining all necessary inductions, permits, licences and approvals required prior to entry;

(iii) promptly notify Steel Mains in writing of any known or reasonably foreseeable site-specific hazards, risks, requirements or restrictions before Steel Mains or its personnel access the relevant premises or Site; and

(iv) ensurethat the site conditions do not expose Steel Mains' personnel to risks that have not been disclosed in the relevant Purchase Order or otherwise agreed in writing between the parties.

(b) Steel Mains' personnel will comply with the Customer's reasonable site safety requirements communicated to Steel Mains in writing prior to relevant access.

(c) Any delay, additional cost or loss suffered by Steel Mains arising directly from the Customer's failure to comply with this clause 13 is recoverable by Steel Mains from the Customer as a debt due and payable on demand.

14. Indemnity

(a) Subject to clause 14(b) and clause 15(o), and without limiting any rights that cannot be excluded, restricted or modified by agreement under the Australian Consumer Law or any other applicable law:

(i) Steel Mains must indemnify the Customer and its employees and agents from and against any loss, liability, claim, damage, cost and expense (including reasonable legal costs) arising from or in connection with:

(A) the death of, or personal injury to, any person; or

(B) the loss of or damage to real or personal property,

to the extent directly and proximately caused by the negligent act or omission of Steel Mains or its employees or agents in performing this Agreement, except to the extent caused or contributed to by the Customer or its employees or agents.

(ii) The Customer must indemnify Steel Mains and its employees and agents from and against any loss, liability, claim, damage, cost and expense (including reasonable legal costs) arising from or in connection with a breach by Customer of clause 12 or 13; or

(A) the death of, or personal injury to, any person; or

(B) the loss of or damage to real or personal property,

to the extent directly and proximately caused by the negligent act or omission of the Customer or its employees or agents in connection with this Agreement, except to the extent caused or contributed to by Steel Mains or its employees or agents.

(b) The indemnities in clause 14(a) exclude Consequential Damages and are subject to the aggregate liability cap in clause 15(o) and do not limit or affect any rights that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

(c) Without derogating from the foregoing, nothing in clause 14 limits or caps any liability of the Customer arsing under clause 13(a).

15. Warranty and Limitation of liability

(a) Other than what is provided for in this clause 15, Steel Mains makes no warranties or representations to the Customer.

(b) The warranty in this clause 15 is in addition to any other rights or remedies which may be available to the Customer at Law and nothing in this Agreement is intended to have the effect of excluding any rights under Australian Consumer Law or any other non-excludable rights.

(c) Steel Mains warrants and the Customer agrees that:

(i) In relation to Goods, the Goods are to be free from defects in workmanship and materials under normal use and service for a period of 1 calendar year from the date of delivery (**Goods Warranty Period**). This warranty does not extend to (and Steel Mains accepts no liability for) the cost of recovery of the Goods from the Site or damage, fault, failure or malfunction due to external causes including accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion, incorrect installation, failure to comply with Steel Mains' or the original manufacturer's instructions (including any installation, operating or maintenance instructions or manuals), failure to perform required preventative maintenance or normal wear and tear; and

(ii) In relation to Services, those Services were completed with reasonable care and skill by a qualified individual in accordance with all relevant law for a period of 1 calendar year from the date of delivery (**Services Warranty Period**).

(d) During the Goods Warranty Period and Services Warranty Period, to the extent permitted by law, Steel Mains' sole liability (and for avoidance of doubt, the Customers' sole remedy) with respect to a breach of clause 15(c), will be to repair or replace (in Steel Mains reasonable discretion) any such defective Goods or Services at Steel Mains' expense.

(e) Steel Mains' liability (and accordingly the cost of any repair or replacement) does not extend to the installation or removal of the defective Goods.

(f) The replacement or repaired Goods shall be covered by the unexpired portion of the Warranty Period in respect of the original Goods or for a period of 90 days, whichever is the greater.

(g) For equipment forming part of the Goods, which equipment is not manufactured by Steel Mains, the original manufacturer's warranty will apply. Steel Mains' liability for such equipment shall not exceed the extent of liability of the manufacturer.

(h) Steel Mains' liability under the Agreement will be reduced by the amount of any contributory loss or damage to the extent caused or contributed to by the Customer's act or omission.

(i) To the extent that any Goods or Services supplied by Steel Mains are supplied to a 'consumer' as defined in the Australian Consumer Law, Steel Mains will comply with any applicable consumer guarantees and the Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(j) Any warranty claim must detail the basis of the alleged warranty breach in writing and be delivered to Steel Mains.

(k) To the maximum extent permitted by law and notwithstanding any other clause contained herein, neither party shall be liable to the other, whether in contract, tort (including negligence), under statute or otherwise, for any Consequential Damages.

(l) The Customer acknowledges that it has the sole responsibility to ensure the suitability of the Goods for their intended purpose and agrees that Steel Mains makes no representation or warranty in this regard.

(m) The Customer acknowledges and agrees that the Goods, Services or any works (Steel Mains' scope of works) do not include design, installation or operation of the pipeline and that Steel Mains assumes no liability for any advice given by its agents or employees in relation to the design or suitability for any purpose of Goods or materials supplied by Steel Mains, and all such advice is relied upon at Customer's own risk.

(n) Steel pipe and associated steel pipe fittings are manufactured and supplied in accordance with AS1579, AS4321, AS1281, and/or other Standard(s) expressly nominated by Steel Mains. Any dimensions and references in any Steel Mains quotation or other document are allowances only based on Steel Mains' interpretation of available information. The Customer must perform its own calculations before submitting any Purchase Order for acceptance.

(o) Subject to clause 15(i), Steel Mains' total liability under any Purchase Order and the Agreement shall not exceed the total dollar amount of the Goods or Services purchased by the Customer under each relevant Purchase Order.

(p) Where the Customer acquires the Goods in trade and both Steel Mains and the Customer are in trade, the parties agree, pursuant to section 43 of the Consumer Guarantees Act 1993 (NZ), that the provisions of that Act do not apply to the supply of the Goods under this Agreement. The parties agree that it is fair and reasonable that they are bound by this clause.

(q) Except as expressly set out in this Agreement, and to the maximum extent permitted by law, all terms, conditions, warranties, guarantees and representations that might otherwise be implied or imposed by statute, common law, equity, trade, custom, usage or otherwise are excluded.

16. Intellectual Property Rights

(a) The Customer acknowledges that all Intellectual Property Rights are the sole property of or licensed by Steel Mains and the Customer shall gain no right, title or interest in the Intellectual Property Rights whatsoever.

(b) The Customer specifically acknowledges Steel Mains' exclusive rights to ownership of any modification, translation or adaptation of the Intellectual Property Rights and any other improvement or development based thereon, whether developed, supplied, installed or paid for by or on behalf of the Customer or any buyer of the Customer or otherwise.

(c) The Customer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer the Goods, or copy, modify or decompile any of Steel Mains' Intellectual Property Rights relating to the Goods or use the Intellectual Property Rights for any purpose whatsoever.

(d) The Customer acknowledges that Steel Mains retains all Intellectual Property Rights in the works developed by Steel Mains independently of this Agreement, or existing prior to the commencement of this Agreement (**Background IP**). Steel Mains grants to the Customer a royalty free, non-exclusive, non-transferable, irrevocable licence to use the Background IP for the sole purpose of this Agreement.

(e) The Customer acknowledges that Steel Mains retains all Intellectual Property Rights in the works produced by Steel Mains pursuant to the Agreement (**Project IP**). Steel Mains grants to the Customer a royalty free, non-exclusive, non-transferable, irrevocable license to use the Project IP for the sole purpose for which the works were performed by Steel Mains and not for any other purpose whatsoever.

17. Export/re-export/resale

(a) The Goods supplied are intended for use only in Australia, New Zealand and the Pacific Islands, unless Steel Mains otherwise agrees. If the Customer exports or re-exports the Goods, it is the Customer's responsibility to ensure that the Goods and the use to which they are put comply with the laws of the country in which the Goods are to be used.

(b) The Customer acknowledges that the Goods purchased by the Customer may not be sold, leased or otherwise transferred to or utilised by a terrorist organisation, a party listed on any US denied persons or entities list or by an end-user engaged in activities related to weapons of mass destruction, including but not limited to activities related to design, development, production or use of nuclear materials, nuclear facilities or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons.

(c) If the Customer resells the Goods, it shall not, in connection with their resale, pay or offer to pay, money or anything of value to any government official, entity or organisation, any political party, any candidate for public office, or their employees or relatives, or any other person or entity for the purpose of influencing purchasing decisions or for any other improper purpose.

18. Miscellaneous

(a) The fact that Steel Mains fails to do, or delays in doing, something it is entitled to do under the Agreement, does not amount to a waiver of its right to do it. Steel Mains must agree in writing to any waiver.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

(c) The Agreement, read with any accepted Purchase Order constitutes the entire agreement between the parties in relation to its subject matter and cannot be varied or terminated except by a written document signed by the parties. If Steel Mains accepts only part of a Purchase Order, the Agreement incorporates only those accepted parts.

(d) Any notice to be given to a party under the Agreement must be in writing and must be sent by post or email to the address of that party shown in the quotation, Purchase Order or order acknowledgment. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received, unless the sender receives an automated reply that the recipient is "out of office" or "undelivered message".

(e) **Governing Law**: Steel Mains and the Customer agree that this Agreement and any supplementary Agreement for the supply of goods or services by Steel Mains to the Customer is governed by the laws of Victoria. Both parties agree unconditionally to submit to the non-exclusive jurisdiction of the Courts in Victoria and any Court hearing appeals from those Courts.

(f) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(g) Where there is more than one Customer then the liability of each shall be joint and several.

(h) The rights and remedies provided in the Agreement will not affect any other rights or remedies available to Steel Mains.

(i) The Customer shall not assign this Agreement without Steel Mains' prior written consent.

(j) If the Customer is a trustee, then the Customer is bound by the Agreement both personally and in its capacity as a trustee.

(k) **Dispute resolution:** If a dispute arises out of or in connection with this Agreement or a Purchase Order, either party may give written notice of the dispute to the other party and:

(i) the parties must use reasonable efforts to resolve the dispute through good faith negotiations within 14 days of the notice being given; and

(ii) if the parties are unable to resolve the dispute within 14 days, either party may refer the dispute to mediation administered by an independent mediator agreed between the parties, or failing agreement, appointed by the President of the Law Society of Victoria.

F. Acknowledgment of Terms and Conditions of Sale

I acknowledge and agree that:

1. STEEL MAINS may, from time to time, issue Terms and Conditions of Sale with any of its quotes;

2. the Terms and Conditions of Sale issued by STEEL MAINS with any of its quotes will take precedence over the Terms and Conditions of Sale detailed in Section E and in respect of that transaction for which the quote was issued, I agree to be bound by the Terms and Conditions of Sale issued by STEEL MAINS with its quote;

3. in the absence of any Terms and Conditions of Sale issued with a quote, the Terms and Conditions of Sale detailed in Section E will apply and I agree to be bound by such Terms and Conditions of Sale.

G. Compliance

1. In performing any activities on behalf of or related to STEEL MAINS, the Customer will not, directly or indirectly, pay, offer, authorise or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organisation, including any employee of a customer, or any Government Official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organisation, or political party or any candidate for political office) for the purpose of improperly influencing their acts or decisions or to improperly obtain any business benefit. The Customer will take appropriate actions to ensure that any person representing or acting under the Customer's instruction or control also will comply with this Section G.

2. The Customer will not violate any Anti-Corruption Laws in performing any activities on behalf of or related to STEEL MAINS.

3. STEEL MAINS will not be required to take any action or make any payments that STEEL MAINS believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws.

4. Except as previously disclosed in writing by the Customer to STEEL MAINS, the Customer is not: (a) a Government Official in a position to assist STEEL MAINS's business; or (b) has any family members who are a Government Official in a position to assist STEEL MAINS's business.

5. Except as previously disclosed in writing by the Customer to STEEL MAINS, the Customer does not have reason to believe that there are other conflicts of interest with STEEL MAINS (such as a family member who works for STEEL MAINS).

6. The Customer will notify STEEL MAINS promptly if: (a) the Customer has reason to believe that a breach of this Section G has occurred or is likely to occur; or (b) any conflicts of interest arise after the signing of this agreement. The Customer will send notice to STEEL MAINS at 125-175 Patullos Lane, Somerton Vic 3062 or to such other location as STEEL MAINS may designate.

7. This Section G is deemed incorporated into any business transaction between the Customer and STEEL MAINS. Any breach of this Section G will be grounds for STEEL MAINS to terminate its business relationship with the Customer.

8. The Customer consents to the collection, processing and international transfer of data and information related to the business relationship between the Customer and STEEL MAINS, including the transfer of personally identifiable data to and between STEEL MAINS and its affiliates wherever they may be located, for legitimate business purposes. The Customer has the right to: (a) request access to this data; (b) rectify or cancel any inaccurate or expired data; and (c) object to any processing that is not for all legitimate business purpose.

Dated this:	Day of:	Year:

All directors, partners or sole trader must sign this application. Directors sign this document in their own capacity and as an authorised representative of the Customer. All signatories signing on behalf of a company warrant that they are authorised by the company to sign and provide the agreements, undertakings, representations and acknowledgements in this document on behalf of the company.

Signature:	Print full name:
Signature:	Print full name:
Signature:	Print full name:
Signature:	Print full name: