



Steel Mains Pty Ltd ABN 73 004 843 056
 P O Box 191, Somerton, Victoria, 3062

OFFICE USE ONLY	
Account number:	_____
Date opened:	_____
Initial:	_____

Confidential Credit Application and Agreement

A. The Customer

Entity name (or name of partners or sole trader).....
 ("the Customer")

ABN..... A.C.N.

Trading name (if applicable)

Registered address

Town/City State Postcode

Postal and trading address

Town/City State Postcode

Business telephone numbers

Fax Mobile Email

Business premises Owned Rented

Type of business

Contact person (for accounts) (for purchases)

Expected monthly sales \$ Name of bank Branch

Address of bank

Telephone Number Email

Names and private address of all directors, partners or sole trader
 (NB: If more than 4 directors or partners please attach additional details to this application)

1 Full name	3 Full name
Address	Address
Private phone number	Private phone number
2 Full name	4 Full name
Address	Address
Private phone number	Private phone number

B. Trade references

	Name	Phone	Office use
1			
2			
3			

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 Agree that credit facilities may be withdrawn at any time without prior notice.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 any employee of that 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 Customer for the supply of Goods by STEEL MAINS to Customer and shall be constituted in its entirety by these Terms and Conditions of Sale and, if any, STEEL MAINS's quotation and the Confidential Credit Application and Agreement;

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

Credit Arrangement means the credit terms available to Customer pursuant to an application by Customer for the provision of Goods on credit submitted to STEEL MAINS using STEEL MAINS's 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 pursuant to the Agreement;

Goods means the goods and/or services agreed to be supplied by STEEL MAINS and purchased by 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 does not exist means 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;

Guarantee means the guarantee document provided by Customer or Customer's directors, shareholders or principals to STEEL MAINS to guarantee the performance of the Agreement by Customer;

Proprietary Information means any and all information and intellectual property relating to the Goods or the installation or operation of the Goods including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade secrets, trademarks and copyright in such information and intellectual property;

Purchase Order means the written purchase order by Customer to STEEL MAINS for the supply of the Goods;

STEEL MAINS means STEEL MAINS Pty Ltd, ABN 75 087 415 745 of Level 3, 60 Macquarie Street, Parramatta, NSW 2150.

2. Quotations and purchase orders

- (a) Subject to the clause immediately below, quotations from STEEL MAINS are valid for a period of 30 days from the date of issue or as otherwise specified in the quotation. Prices given in any quotation by STEEL MAINS are applicable to that quotation only, and will not apply in any other instances. A quotation from STEEL MAINS is not an offer to sell.
- (b) In order to purchase the Goods, Customer must place with STEEL MAINS a Purchase Order setting out an order number, STEEL MAINS's quotation number (if applicable), full description of the Goods to be purchased, the delivery date, delivery point and any other information required by STEEL MAINS. The Purchase Order may be accepted or rejected by STEEL MAINS at STEEL MAINS's sole discretion.
- (c) A contract shall be formed by and upon STEEL MAINS accepting from Customer a Purchase Order pursuant to the clause immediately above and each contract shall be governed by the Agreement.
- (d) The Agreement shall take precedence over any other representations, agreements, arrangements or understandings relating to the Goods and any matters in connection with the Goods.
- (e) Any conditions or terms of purchase submitted by Customer deviating from or inconsistent with the Agreement will not bind STEEL MAINS, notwithstanding any statement by Customer in its Purchase Order that its terms and conditions prevail over the Agreement.
- (f) Where the Goods to be supplied contain raw materials, the

price and availability of which is unpredictable (for example, PVC, copper, steel), and there is a lack of availability of such raw material either to enable STEEL MAINS to supply the Goods or to supply the Goods at the price stated in the Purchase Order, STEEL MAINS may, at its sole option:

- (i) expend additional time to make reasonable efforts to attempt to locate raw material, and if raw material cannot be located, serve notice of immediate termination of the Purchase Order under the Agreement; or
- (ii) endeavour to reach agreement with Customer on an increase in the purchase price for the Goods, and if agreement cannot be reached, serve notice of immediate termination of the Purchase Order under the Agreement; or
- (iii) serve notice of immediate termination of the Purchase Order under the Agreement.

In no case shall STEEL MAINS have any liability to Customer as a result of termination, but Customer shall pay to STEEL MAINS the purchase price of Goods actually supplied under the Agreement.

3. Payment of purchase price

- (a) Unless otherwise agreed in writing, STEEL MAINS accepts Purchase Orders subject to the condition that Customer agrees to pay the purchase price appearing on STEEL MAINS's price list for those Goods current as at the date that STEEL MAINS accepts the Purchase Order.
- (b) If applicable, a copy of STEEL MAINS's publicly available price list for the Goods is available on request. All prices on STEEL MAINS's price list are subject to alteration without notice.
- (c) The total purchase price, unless otherwise 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, all of which may be added to the purchase price or otherwise will be paid by Customer or reimbursed by Customer to STEEL MAINS, as STEEL MAINS may elect.
- (d) Payment of the purchase price must be made in full within 30 days after the date of the invoice or otherwise in accordance with Customer's Credit Arrangement.
- (e) Customer must not set off any money owing or alleged to be owing by STEEL MAINS against money due by Customer to STEEL MAINS.
- (f) If Customer does not pay money by the due date for payment, without prejudice to any other rights which it may have against Customer, STEEL MAINS may require Customer to pay on demand interest at the RBA Cash Rate Target effective from time to time plus 6% per annum calculated from the due date on daily balances of amounts unpaid.
- (g) In the event of any default in payment, the Customer is liable to STEEL MAINS for all costs, expenses or losses 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 a solicitor and own client basis). The Customer will immediately on demand pay to STEEL MAINS all such amounts (on an indemnity basis).

4. Cancellation of orders

Customer may not alter or cancel a Purchase Order without STEEL MAINS's prior written consent. If STEEL MAINS agrees to alter or cancel the Purchase Order, Customer will indemnify STEEL MAINS against any loss, damage and expense incurred by STEEL MAINS in relation to the alteration or cancellation of that Purchase Order, including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the Goods and all

labour and engineering costs incurred by STEEL MAINS in the execution or part execution of the Goods and including compensation payable to any of STEEL MAINS's suppliers and loss of profit.

5. Return of Goods and credits

- (a) Customer is deemed to have accepted the Goods unless it makes a claim in accordance with the clause immediately below.
- (b) Customer may reject any Goods that are wrongly supplied or oversupplied by notifying STEEL MAINS of the claim and providing full particulars of the claim in writing within 5 days of receipt of those Goods. STEEL MAINS may dispute any such claim.
- (c) Goods referred to in the clause immediately above may be returned to STEEL MAINS for credit if all of the following is complied with:
 - (i) the Goods are returned to STEEL MAINS's premises by prior arrangement and with STEEL MAINS's written approval within 7 days of delivery, at no cost to STEEL MAINS, unless delivered as the result of an administrative error by STEEL MAINS, in which case STEEL MAINS will bear the cost of return;
 - (ii) the Goods are accompanied by a dispatch note stating STEEL MAINS's original invoice number and reason for return; and
 - (iii) the Goods are returned in an unsoiled, undamaged and resaleable condition in their original packing.
- (d) Customer must not return any Goods to STEEL MAINS unless it has complied with the two clauses immediately above and has done all things necessary to permit STEEL MAINS to examine the Goods to STEEL MAINS's satisfaction within that period.

6. Delivery, Storage and Use

- (a) All quoted delivery or consignment dates are estimates only. STEEL MAINS is not obliged to meet such dates and will not be liable to Customer by reason of delays caused by any reason whatsoever.
- (b) STEEL MAINS is deemed to have delivered the Goods when the Goods are made available to Customer for physical collection by or on behalf of Customer at Customer's nominated delivery point (**Delivery**). Any unloading or loading shall be Customer's responsibility, unless STEEL MAINS otherwise agrees in writing.
- (c) STEEL MAINS may deliver the Goods by instalments (where, in STEEL MAINS's opinion, this is reasonable) and issue interim invoices to Customer.
- (d) Without limiting any other provision of the Agreement, failure by 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.
- (e) If Customer is unable to collect the Goods at Customer's nominated delivery point on the delivery day, STEEL MAINS may (at its option and without limiting its other rights and remedies) arrange suitable storage of the Goods, whether at its premises or elsewhere, and Customer must pay or reimburse all costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage. Notwithstanding Customer's inability to collect the Goods, Delivery is deemed to have occurred.
- (f) The Customer must not install, store or in any way incorporate the Goods in any aircraft or in any vessel intended to fly or move in or through the atmosphere or space.
- (g) The Customer acknowledges that it has the sole responsibility to confirm the suitability of the Goods for their intended purpose and that STEEL MAINS makes no representation or warranty in this regard.

7. Title and risk

- (a) Title to the Goods shall remain with STEEL MAINS until all monies owing by Customer to STEEL MAINS for the Goods have been paid in full.
- (b) Until such time as Customer has paid STEEL MAINS in full for the Goods, Customer shall:

- (i) store the Goods separately and mark them so that they are clearly and easily identifiable as STEEL MAINS's property and, if STEEL MAINS requests, inform STEEL MAINS of the location of the Goods;
 - (ii) hold the Goods as bailee for STEEL MAINS, subject to Customer's right to deal with the Goods in the ordinary course of Customer's business (**Bailment**);
 - (iii) indemnify STEEL MAINS against any claim arising out of the possession, use or disposal of the Goods by Customer or repossession or attempted repossession by STEEL MAINS.
- (c) If:
 - (i) a payment is not made in accordance with the Agreement;
 - (ii) Customer commits any other breach of the Agreement;
 - (iii) Customer 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,then STEEL MAINS may at any time, without notice to Customer and without prejudice to any other rights that it may have against Customer:
 - (i) terminate the Agreement and the Bailment;
 - (ii) suspend some or all its obligations to Customer under the Agreement; and/or
 - (iii) enter upon any premises owned or occupied by Customer where STEEL MAINS reasonably believes the Goods may be stored and repossess the Goods (including uninstalling the Goods) without being liable for any damages caused.
 - (d) If Customer sells the Goods before payment in full to STEEL MAINS, or uses the Goods in a manufacturing or construction process of its own or some third party, Customer holds the proceeds on trust for 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.
 - (e) The risk in the Goods passes to Customer at the time of Delivery.
 - (f) STEEL MAINS reserves the right to register a security interest for the purposes of the *Personal Property Securities Act 2009*, as amended. The Customer agrees to provide STEEL MAINS with all such information that STEEL MAINS requires in order to register a security interest at any time. The Customer will immediately advise STEEL MAINS of any changes which may affect STEEL MAINS's security interest.

8. Insurance

Customer must keep the Goods insured against all risks for Goods of that kind from the time the risk in the Goods passes to Customer until the time that title to the Goods passes to Customer. 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.

9. Warranty and Limitation of liability for Goods

- (a) Other than is provided for in this clause 9, STEEL MAINS makes no warranties or representations to Customer. The warranty in this clause 9 is in addition to any other rights or remedies which may be available to Customer at Law.
- (b) STEEL MAINS warrants the Goods to be free from defects in workmanship and materials under normal use and service for a period of 1 calendar year from the Delivery (**Warranty Period**). This warranty does not cover costs of claiming under this warranty or 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's 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.

- (c) During the Warranty Period, to the extent permitted by law, Customer's sole remedy with respect to breach of warranties set out in the clause immediately above will be to repair or replace (as STEEL MAINS may elect) any such defective Goods at STEEL MAINS's expense. 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.
- (d) For equipment forming part of the Goods, which equipment is not manufactured by STEEL MAINS, the original manufacturer's warranty will apply. STEEL MAINS's liability for such equipment shall not exceed the liability of the manufacturer.
- (e) In respect of Goods that are not ordinarily acquired for personal, domestic or household use or consumption, the liability of STEEL MAINS for a breach of any condition or guarantee applied by law is limited at STEEL MAINS's option to the repair of the Goods, the supply of replacement Goods or payment of the cost of having the Goods supplied again.
- (f) STEEL MAINS's liability under the Agreement will be reduced by the amount of any contributory loss or damage to the extent caused by Customer's act or omission.
- (g) 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 following statement will apply:
"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are 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."
- (h) Any warranty claim must detail the basis of the alleged warranty breach in writing and be delivered to STEEL MAINS by post at Level 3, 60 Macquarie Street, Parramatta, 2150 (attention Chief Financial Officer).
- (i) Customer acknowledges and agrees that, to the extent permitted by law, STEEL MAINS has no liability in contract, tort (including negligence or breach of statutory duty), by statute or otherwise for loss or damage (whether direct or indirect) of profits, opportunity, revenue, goodwill, bargain, production, contracts, business or anticipated savings, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.
- (j) Subject to clause 9(g), STEEL MAINS's total liability under any contract and the Agreement shall not exceed the total dollar amount of the Goods purchased by Customer under each contract.

10. Proprietary Information

- (a) Customer acknowledges that all Proprietary Information and all rights, title and interest therein are the sole property of or licensed by STEEL MAINS and Customer shall gain no rights, title or interest in the Proprietary Information whatsoever. Customer specifically acknowledges STEEL MAINS's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon, whether developed, supplied, installed or paid for by or on behalf of Customer or any buyer of Customer or otherwise.
- (b) 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's documentation relating to the Goods.

11. Export/re-export/resale

- (a) The Goods supplied are intended for use only in Australia, unless STEEL MAINS otherwise agrees. If Customer exports or re-exports the Goods, it is Customer's

responsibility to ensure that the Goods and the use to which they are put comply with the laws of the destination.

- (b) Customer acknowledges that the Goods purchased by 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 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 organization, 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.

12. 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 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. 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) STEEL MAINS shall 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 act of God, war or other civil commotion, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action or any other cause beyond STEEL MAINS's reasonable control and not as a consequence of STEEL MAINS's negligence.
- (d) Subject to clause 9(h), any notice to be given to a party under the Agreement must be in writing and must be sent by post, facsimile 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.
- (e) Governing Law: STEEL MAINS and the Customer agree that this Agreement and any supplementary Agreement for the supply of goods and or services by STEEL MAINS to the Customer is governed by the laws of New South Wales. Both parties agree unconditionally to submit to the non-exclusive jurisdiction of the Courts in New South Wales and any Court hearing appeals from those Courts.
- (f) Where there is more than one Customer then the liability of each shall be joint and several.
- (g) The rights and remedies provided in the Agreement will not affect any other rights or remedies available to STEEL MAINS.
- (h) Customer shall not assign this Agreement without STEEL MAINS's prior written consent.
- (i) If the Customer is a trustee, then the Customer is bound by the Agreement both personally and in its capacity as a trustee.

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 Level 3, 60 Macquarie Street, Parramatta, NSW 2150, 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