



APPLICATION FOR COMMERCIAL CREDIT

AUSREO PTY.LTD.
(ACN: 094 555 192 ABN: 11 094 555 192)

- PO Box 2539 Smithfield, NSW 2164
PO Box 604 Sunshine, VIC 3020
103 Raubers Road, Northgate QLD 4013



This Account Application shall be in respect of AUSREO PTY. LTD. (ACN: 094 555 192 ABN: 11 094 555 192 and its associated and related companies and trading divisions including but not limited to Sydney Mesh + Steel (all of which are referred to hereafter as "Ausreo")

IF A COMPANY APPLICANT

Registered name of incorporated body (the Applicant)
ACN
COMPANY TYPE PUBLIC PRIVATE PERIOD IN BUSINESS YRS
Trading name/Business Name (if any) Business Name Registration No: (if any)
Affiliated or parent company (if applicable)

IF PARTNERSHIP / SOLE TRADER / TRUST (Delete as applicable)

Partnership/Proprietor/Trustee Name (the Applicant) Period in Business: YRS
Trading name/Business Name (if any) Business Name Registration No: (if any)
Previous Trading Name (if applicable) (If a Trust, please provide a copy of your Trust Deed and a list of the beneficiaries)

ALL APPLICANTS PLEASE COMPLETE

Date Business Commenced / / Australian Business Number (ABN)
Nature of Business/Main Business Activity Number of Employees
Postal Address Postcode
Business Address Owned Buying Renting
Telephone Number After Hours
Business Facsimile Mobile phone
Landlord/Agent's Telephone Number
Name if less than 12 months - Previous Address Post Code
WEB Address: email address
Contacts - Booking Officer/Authorised Officer Accounts Payable Officer
Has Applicant or any associated company or person traded with our companies or businesses in the past? YES NO
(If Yes) under what name?

Details of: (Please tick) Directors Partners Sole Trader

1. Name in Full Date of Birth
Position/Occupation Licence No
Residential Address Owned Buying Renting
Postcode
2. Name in Full Date of Birth
Position/Occupation Licence No
Residential Address Owned Buying Renting
Postcode
3. Name in Full Date of Birth
Position/Occupation Licence No
Residential Address Owned Buying Renting
Postcode

Bank Branch Account No
Name/Title of Account Contact Name Tel No. []
Overdraft facility details
Accountant/Auditor Telephone Number ()

15. The Guarantor hereby grants permission in accordance with the Privacy Act to the Company to carry out such credit enquiries as the Company may in its sole discretion determine and to provide such information concerning the applicant to any other parties as the Company may in its sole discretion determine and the Guarantor further hereby indemnifies the Company in respect of any claims or actions arising out of the obtaining or providing of information concerning the Guarantor in exercise of its discretion as outlined herein.

Definitions and Interpretations

"Company" means AUSREO (AUST) PTY. LTD. (ACN 094 555 192) (ABN 11 094 555 192) and its subsidiary companies (within the meaning of Section 50 of the Corporations Law) and successors or assigns.

"Customer" means the person or company set out in Item 1 of the Schedule.

"Guarantor" means the person or company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative.

"Goods" means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by the Company to the Customer.

"Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to the Company for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money the Company pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with the Company or by the Guarantor under this Deed; all the costs incurred by the Company for recovering monies under any related security.

"Deed" means this Deed of Guarantee, Indemnity and Charge.

In interpreting this Deed words incorporating the singular number denotes the plural and vice versa; any gender denotes the relevant gender; and a person denotes an individual, a body corporate, a partnership or any unincorporated association.

SCHEDULE

Item 1: The Customer
..... (ACN

Item 2: The Guarantor
Name Address

Name Address

EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF , 20 .

SIGNED by

.....)
(Print Name of Guarantor))
of)
(Address of Guarantor))
.....)
X.....)
(Guarantor)

Before
(Signature of Witness)

.....
(Print Name of Witness)

.....
(Address of Witness)

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF , 20 .

SIGNED by

.....)
(Print Name of Guarantor))
of)
(Address of Guarantor))
.....)
X.....)
(Guarantor)

Before
(Signature of Witness)

.....
(Print Name of Witness)

.....
(Address of Witness)

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE

PERFORATION LINE

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF GOODS AND WORKS AS AT 1 JANUARY 2010

These Terms and Conditions replace and supersede all previous Terms and Conditions issued by Ausreo Pty Ltd and associated companies (ABN: 11 094 555 192) prior to the 1 January, 2010.

General

All Purchases of goods are supplied on the following Terms and Conditions, unless varied and authorised in writing by Ausreo Pty Ltd and associated companies (ABN:11 094555192)

1. DEFINITIONS

1.1 In these Terms and Conditions

- (a) Contract means the contract created in accordance with clause 4;
- (b) Delivery Offer means the delivery offer, which sets out the terms and conditions on which the Supplier delivers Goods, and which is available on request from the Suppliers locations;
- (c) Goods means goods, products and materials (and any related Works) supplied by the Supplier under the Contract;
- (d) Purchaser means the person, firm or Company that agrees to purchase the Goods or Works;
- (e) Supplier means Ausreo Pty Ltd and associated companies, such as Sydney Mesh & Steel, (ABN 11 094555192)
- (f) Working Documents means full size A1 architectural drawings, structural drawings, construction drawings, specifications and reinforcement schedules or other documents together with any variation or site instruction
- (g) Works means any labour performed and/or services provided by the Supplier under the Contract (whether or not a fee is charged for such labour and/or services), including but not limited to estimating, scheduling, re-scheduling, detailing, re-detailing, design, re-design, prefabrication, project management, steel fixing and administrative services; and
- (h) Writing means hard copy, signed by a person authorised in writing; or electronic, transmitted by a person authorised in writing.

2. QUOTATION AND PRICING

- 2.1 The Supplier may at any time and at its absolute discretion accept or reject in whole or in part any request from the Purchaser for a Quotation.
- 2.2 A Quotation is valid for a period of 30 days from the date of quotation, unless the Supplier specifies in writing otherwise. Any Quotation may be withdrawn earlier by notice from the Supplier at its absolute discretion.
- 2.3 The Supplier reserves the right to withdraw, change or re-issue a Quotation if supply of the quoted Goods and/or Works does not start within 30 days after the date of the Quotation.
- 2.4 The Supplier reserves the right to change the pricing in the Contract for the whole or any part of the Contract if:
 - (a) supply of the quoted Goods and/or Works does not start within 30 days after the date of the written acknowledgement;
 - (b) supply under the Contract is stopped or suspended from more than 30 days;
 - (c) supply under the Contract is changed in anyway before, during or after commencement supply of all the Goods and/or Works; or
 - (d) supply under the Contract has not been completed within twelve months of the date of the Quotation.
- 2.5 The price quoted is subject to the Purchaser ordering the whole quantity of the Goods and Works described in the Quotation. If the Purchaser orders less than the whole quantity of the Goods and Works specified in the Quotation, then the Supplier reserves the right to revise the pricing for such Goods and/or Works.
- 2.6 Unless otherwise agreed in writing, the price charged for the Goods and Works is the price applying to all the date of dispatch. Any price indications or price lists are subject to alteration in accordance with these Terms and Conditions.

3. ESCALATION AND PRICE VARIATION

- 3.1 In addition to its rights in clause 2 or any rights under the Contract, the Supplier may increase or decrease the Contract price of Goods and/or Works during the term of the Contract where it incurs an increase or decrease in its costs (including any transaction or other taxes) of supplying the Goods and/or works.

4. THE CONTRACT

- 4.1 An order or offer to purchase Goods and/or Works can be made by the Purchaser in writing or verbally.
- 4.2 An order or offer made by the Purchaser does not constitute a binding contract until the Supplier has accepted such order or offer in accordance with these Terms and Conditions.
- 4.3 An order or offer made by a Purchaser is accepted by the Supplier only if the Supplier:
 - (a) formally accepts the order by written acknowledgement; or
 - (b) delivers the ordered Goods and/or Works described in the order or offer, whichever occurs first.
- 4.4 The Supplier may at any time and at its absolute discretion accept or reject part or all of any order or offer made by the Purchaser.
- 4.5 The Purchaser is not entitled to cancel or change part or all of any order or offer accepted by the Supplier, unless the Supplier consents in writing.
- 4.6 The Contract, when created, is wholly documented by (in descending order of precedence):
 - (a) any specific terms agreed by the parties in accordance with clause 6;
 - (b) the Quotation (if applicable);
 - (c) these Terms and Conditions;

- (d) the relevant Working Documents;
- (e) the applicable Delivery Offer;
- (f) the credit terms applying the Purchaser (if applicable)
- 4.7 Previous dealing between the Supplier and the Purchaser have no effect on the Contract.
- 4.8 Trade custom and/or trade usage is superseded by the Contract and is not applicable in interpretation of the Contract.
- 4.9 The Contract constitutes the entire agreement between the Supplier and the Purchaser with respect to the Goods supplied or Works provided under the Contract and all prior negotiations, proposals and correspondence are superseded by that Contract.
- 4.10 Unless agreed otherwise in writing, The Supplier, by written notice, terminate the Contract 12 months after the date of first delivery of the Goods and/or Works.

5. QUANTITIES

- 5.1 Generally, the steel mass of steel reinforcing Goods supplied will be within the tolerance permitted by Australian Standards AS/NZS4671, AS3600, AS5100, AS2870, AS2327 and AS/NZS1100.
- 5.2 When calculating the mass of the steel reinforcing Goods, The Supplier will make calculations on a per metre basis in accordance with AS/NZS4671 plus an allowance for manufacturing tolerances as detailed in clause 7.3 of AS4671.
- 5.3 Calculations with respect to the length of steel reinforcing will be made in accordance with AS/NZS1100 Part 501.
- 5.4 Unless the Quotation states that the price is a lump sum, the price in the Quotation is based on estimated quantities of Goods and Works as applicable and, unless the price is a lump sum, the purchaser is liable to pay for the actual quantity of Goods and the quantum of the Works necessary for the Supplier to perform its obligations. Other than with a lump sum price, any adjustment in the actual price compared to the quoted price will reflect the increase or decrease of the Goods and/or Works actually supplied or provided.

6. VARIATIONS

- 6.1 No variation of the Contract is effective unless it is agreed to by both parties in writing.

7. WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 To the extent permitted by law, all implied conditions and warranties are excluded. To the extent that any implied conditions and warranties cannot be excluded, the Purchaser sole and exclusive remedy for any loss or damage (Whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury to the Purchaser or any other person). However arising (including by reason of any breach of contract, condition or warranty in the Contract (whether express or implied) is, where permitted at law, limited to anyone of the following, as determined by the Supplier
 - (a) In the case of any Goods supplied by the Supplier pursuant to the Contract:
 - i. the replacement of the relevant Goods or supply of equivalent Goods; or
 - ii. the repair of the Goods; or
 - iii. after prior agreement between the Supplier and the Purchaser, payment of the cost of replacing or having the Goods replaced or repaired; or
 - iv. reimbursement of some or all amounts paid by the Purchaser in respect of the Goods.
 - (b) In the Case of any Works supplied by the Supplier pursuant to the Contract:
 - i. the provision of the Works again; or
 - ii. payment of the cost of having the relevant Works provided again; or
 - iii. reimbursement of some or all amounts paid by the Purchaser in respect of the works.
- 7.2 Goods which are not manufactured by the Supplier are subject solely to the warranties (if any) specified by the manufacturers or the third party suppliers to the Supplier, and the Purchaser acknowledges that, to the extent permitted by law, The Supplier gives no warranties beyond such manufacturers or suppliers warranties.
- 7.3 The Purchase acknowledges that the Supplier makes no presentations or warranties as to the fitness or suitability for any purpose of any of the Goods or Works described in the Quotation or Contract.
- 7.4 Except as required by law, The Supplier is not obliged to accept Goods returned for any reason.
- 7.5 The Supplier is not liable for the design, lifting and/or positioning of any pre-fabricated elements at the Purchaser's site, including but not limited to manually tied and/or welded components.
- 7.6 Subject to clause 7.1 and Part VA of the Trade Practices Act 1974 (Cth), the Supplier is not liable to the Purchaser for any loss or damage whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligent or reckless conduct or omission) which the Purchaser or any other person may suffer or incur which may, without limiting the generality of the foregoing, arise directly or indirectly in respect of the Goods and/or Works, any defects in the Goods and/or Works or in respect of any failure or omission by the Supplier or any of its officers, agents, employees to comply with the Contract or any obligation imposed by law.

8. INVOICING AND PAYMENT

- 8.1 Where the Purchaser has an established and approved commercial credit account with the Supplier or with any of the Suppliers related bodies corporate (within the meaning of the Corporations Act 2001), the Purchaser must comply with the terms and conditions of that

commercial credit account. The Supplier reserves the right to charge an administration fee as determined from time to time to cover credit card merchant fees and the Suppliers associated overhead charges.

- 8.2 If the Purchaser has a commercial credit account with the Supplier then, unless otherwise agreed in writing:
 - (a) The Supplier may re issue invoices for Goods and Works either:
 - i. on dispatch of such Goods and/or Works; or
 - ii. when such Goods and/or Works are delivered; or
 - iii. when such Goods and/or Works are deemed delivered in accordance with clause 12; and
 - (b) The Purchaser must pay all invoices in full and without set-off by the last business day of the month following the month in which the invoice was issued.
- 8.3 If the Purchaser does not have a commercial credit account with the Supplier then the Purchaser must pay the Supplier for the Goods and/or Works at the time it places an order for such Goods and/or Works with the Supplier.
- 8.4 The Supplier reserves the right to charge:
 - (a) additional administration fees (such as commercial credit account keeping fees) as determined by the Supplier from time to time
 - (b) a "minimum charge" of no less than \$50.00 will apply for the processing of an invoice
- 8.5 If the Supplier delivers only part of an order, then it may invoice, and the Purchaser must pay for, that part of the Goods and/or Works delivered, unless otherwise agreed in writing between the parties.
- 8.6 The Purchaser is not entitled to, and must not demand or hold, any sum on account retention for completion of the Contract to be performed by the Supplier or against any pending or unsecured claim against the Supplier. If the Purchaser withholds any money as retention money, the Supplier reserves the right to withhold further supply under the Contract or any other contract between the Supplier and the Purchaser.

9. DEFAULT AND TERMINATION

- 9.1 If:
 - (a) The Purchaser refuses or fails to pay any amounts when due under the Contract; or
 - (b) The Purchaser defaults in performing any of its obligations under the Contract; or
 - (c) In the Suppliers reasonable opinion, the Purchaser is insolvent or suffering from financial issues including but not limited to, if the Purchaser is an individual, the Purchaser commits and act of bankruptcy, or, if the Purchaser is a company, it becomes and externally administered body corporate within the meaning of section 9 of the Corporations Act 2001 (Cth) or passed a resolution to wind up; or
 - (d) The Purchaser is in breach of the contract then, in addition to and without prejudice to any other rights it has by law, the Supplier;
 - (e) Is entitled to treat the whole of the Contract as repudiated;
 - (f) may refuse to supply the Goods or provide the Works to the Purchaser;
 - (g) Is entitled to treat any other Contract between the Supplier and the Purchaser as repudiated; and
 - (h) Is entitled to claim return any Goods in the possession of the Purchaser where title has not passed to the purchaser.
- 9.2 The Purchaser is not entitled to terminate, suspend or cancel pari or all of the Contract for any reason (including for convenience) except if the Supplier has failed to remedy its breach of the Contract within a reasonable period after the Purchaser gives it written notice of such breach. If the Purchaser purports to wrongly terminate or rescind part or all of the Contract or refuses to take delivery of any Goods delivered in accordance with the contract, the Supplier may recover from the Purchaser the total amount of the order placed on the Supplier, less any amounts already paid by the Purchaser.

10. MONEY OWING

- 10.1 A statement in writing as to any amount owing under the Contract by the Purchaser on the date mentioned in such statement is prima facie evidence that such amount is owing.

11. TAX

- 11.1 Unless otherwise agreed in writing or required by law, all amounts stated in a Quotation or payable under the Contract are calculated or expressed exclusive of GST. If GST is payable, the amount of GST will be specified separately in the relevant documentation,
- 11.2 If GST is or becomes payable by a supplier in relation to a supply under the Contract, the recipient of that supply must pay to that supplier an amount equal to the GST. An amount payable under this clause 11 must be paid:
 - (a) at the same time as the payment of the amount in respect of that supply is due; and
 - (b) in addition to the amount payable under the Contract
- 11.3 The Purchaser is not obliged to pay and GST unless a valid tax invoice has been issued
- 11.4 If the Purchaser fails to pay such GST when due, The Supplier may recover it from the Purchaser as a debt under the Contract.
- 11.5 Any party that becomes a ware of the occurrence of any adjustment event in connection with the Contract must notify the other party as soon as possible. The parties must then take whatever steps are necessary and make whatever adjustments are required to ensure that any additional GST, or refund of GST, on that supply is paid no later than 20 business days after the parties first become aware of the adjustment event.
- 11.6 For the purposes of this clause 11, terms used in this clause 11 which are defined in the A New Tax System (Goods and Services Tax) Act 1999

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF GOODS AND WORKS AS AT 1 JANUARY 2010

(Cth) have the meaning given to them in that Act.

12. DELIVERY

- 12.1 Delivery of Goods will be in accordance with the applicable Delivery offer. It is the obligation of the Purchaser to ensure that it is familiar with and observes the Delivery offer. The Supplier may deliver the Goods in any number of installments.
- 12.2 If the Supplier quotes the price as "ex works", the Purchaser must collect the goods from the Supplier's nominated premises at the time notified by the Supplier to the Purchaser.
- 12.3 If the Supplier quotes the price as "delivered", it will deliver the Goods to the Purchaser's nominated site, and the purchaser must:
- nominate the site for delivery in writing to the Supplier prior to the delivery
 - ensure that an area is available which complies with all applicable occupational health, safety and welfare legislation; and
 - ensure that its representative is available at the time of delivery to acknowledge delivery by signing a delivery receipt.
- 12.4 If the Suppliers obligation is to deliver the Goods, and the Purchaser or its representative is not in attendance when the Goods are delivered at the Purchaser's nominated site, the Supplier reserves the right to unload the goods.
- 12.5 Where the Purchaser does not accept delivery of Goods or allow performance of the Works which it has ordered from the Supplier when such Goods and/or Works are ready for delivery or performance, the Purchaser is liable for additional charges that the Supplier may incur for storage and/or double-handling, at the Suppliers then current rates.
- 12.6 If Goods are to be dispatched "ex works" they are deemed delivered at the premises of the Supplier when the Supplier notifies the Purchaser that the goods are ready for collection.
- 12.7 If Goods are to be delivered by the Supplier, they are deemed to be delivered:
- If the parties agree that the Purchaser or the Purchaser's representative will unload the Goods, when the Supplier delivers the Goods on a truck to a site adjacent to the Purchaser's nominated site; or
 - when the Supplier has unloaded the Goods at or adjacent to the Purchaser's site to ground level, flat area,
- 12.8 If Goods are to be delivered by the Supplier then, unless otherwise agreed in the Contract or unless otherwise provided in the Delivery Offer, the Purchaser must at its cost unload the Goods.
- 12.9 The Supplier will make all reasonable efforts to have the goods delivered to the Customer as agreed between the parties but the Supplier is not liable for:
- any failure or delay in delivery of part or all of the Contract for any reason; or
 - any damage or loss due to unloading or packaging; or
 - damage to property caused upon entering premises to deliver Goods.

13. RISK

- 13.1 Risk in the Goods passes the Purchaser on:
- delivery of the Goods to the Purchaser; or
 - deemed delivery of the Goods to the Purchaser in accordance with clause 12, whichever occurs first.
- 13.2 The Supplier will not be responsible for any claim from the Purchaser arising from or in any way relating to the unloading of the Goods.
- 13.3 If the Suppliers officers, agents or employees enter upon any property at the actual or implied request of the Purchaser, the Supplier accepts no responsibility for any damage suffered by the purchaser or the Purchaser's offices, agents or employees or to the Purchaser's property as a result of or in connection with the Suppliers offices, agents or employees entering such property.
- 13.4 If a vehicle engaged in the delivery of Goods the Purchaser's property is disabled or damaged due to the condition of the Purchaser's property, the Purchaser is liable for the cost of salvage of or repair to the vehicle. The Purchaser indemnifies the Supplier and keeps the Supplier indemnified against any loss or damage suffered by the Supplier or as a consequence of the Supplier becoming liable to any third party directly or indirectly as a result of the Suppliers officers, agents or employees entering any property at the actual or the implied request of the Purchaser or unloading the Goods.

14. LEGAL TITLE AND RELATED MATTERS

- 14.1 The legal and equitable title to the Goods will only be transferred from the Supplier to the Purchaser when the Purchaser has met and paid all that is owed to the Supplier on any account whatsoever.
- 14.2 The Purchaser acknowledges that until the Purchaser has met and paid all that is owed to the Supplier on any account whatsoever, the Purchaser holds the Goods as bailee for the Supplier and that a fiduciary relationship exists between the Purchaser and the Supplier.
- 14.3 Until the Supplier receives full payment of all monies due to it from the Purchaser, the Purchaser must keep the Goods separate and in good conditions as a fiduciary of the Supplier, clearly showing the Suppliers ownership of the Goods, and must keep books recording the Suppliers ownership of the Goods and the Purchasers sale or otherwise of them in accordance with clauses 14.5 and 14.6. The Purchaser, if required, must deliver up the Goods to The Supplier.
- 14.4 If the Purchaser defaults, in additions to the Suppliers rights under clause 9, The Supplier may take possession of the Goods wherever the Goods are located and the Purchaser agrees that representatives of the Supplier may enter upon the Purchaser's premises for that purpose.
- 14.5 Despite clause 14.1 but subject to clause 15, the Purchaser may sell as fiduciary agent for the Supplier of the Goods to a third party in the

normal course of the Purchaser's business provided that where the Purchaser is paid by that third party, the Purchaser holds the proceeds of sale, to the extent of the amount owing by the Purchaser to the Supplier at the time of receipt of such proceeds, on trust for the Supplier. The Purchaser must keep those proceeds separate on trust for the Supplier and not mix those proceeds with any other monies.

- 14.6 If the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser holds such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for the Supplier. Such part is deemed to equal in dollar terms that amount owing by the Purchaser to the Supplier at the time of receipt of such proceeds. The Purchaser must keep that part of the proceeds separate on trust for the Supplier and not mix those proceeds with any other monies. Notwithstanding the above, the Purchaser is still required to pay the Supplier for Goods delivered and Goods manufactured or ordered to specification and not yet delivered.

15. RESALE

- 15.1 The Purchaser agrees that it will not re-supply the Goods supplied to it by the Supplier without the Suppliers prior written consent, which the Supplier may withhold at its absolute discretion.

16. FORCE MAJEURE

- 16.1 If the Supplier is prevented (directly or indirectly) from supplying the Goods or providing the Works or any part thereof by reason of acts of God, strikes, lockouts, trade disputes, fire, floods, breakdowns, delay in the manufacture of Goods for any reason whatsoever, interruption of transport, government action, no-delivery of raw material or products, refusal or failure of the Suppliers own supplier's to deliver to the Supplier is under no liability whatsoever to the Purchaser and is entitled, at its discretion, to give notice to the Purchaser, either to cancel the Contract or to extend the time for its performance.

17. SHORTAGES, DEFECTS AND INACCURACIES, FAILURE OF, OR DELAY IN, SUPPLY

- 17.1 The Purchaser hereby agrees to check all Goods received immediately upon unloading at their destination and all Works immediately upon completion. No claim by the Purchaser for shortages or improper or defective or damaged Goods, or defective or improper Works, will be recognised by the Supplier unless notified to the Supplier within forty-eight (48) hours of delivery or performance.
- 17.2 The Supplier will endeavour to rectify inaccuracies or short supply within forty-eight (48) hours of notification, but will not be responsible for any loss or damage (including consequential loss) however caused arising out of or resulting from such inaccuracies or short supply.
- 17.3 If, due to any cause whatsoever, the Supplier is unable to supply any part of the Contract by the nominated delivery date or at all, it is entitled, at its opinion:
- to supply the Purchaser similar Goods and/or Works which in the opinion of the Supplier are an appropriate substitute without prior reference to the Purchaser; or
 - not to supply part or all of the Goods and/or Works; or
 - delay supply of part or all the Goods and/or Works,

18. DISPUTE RESOLUTION

- 18.1 If there is a dispute or disagreement between the Supplier and the Purchaser arising in any way from or in relation to the Contract, then the Supplier and the Purchaser must use all reasonable endeavours and reasonably appropriate alternative dispute resolution procedures as soon as possible before resorting to litigation.
- 18.2 Nothing in this clause 18 prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in informal resolution processes for longer than 30 days after a dispute has arisen.

19. CONFIDENTIALITY

- 19.1 The Supplier and the Purchaser agree that a Contract and any other information furnished by one party to the other pursuant to the Contract is and remains confidential between the parties and the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:
- prior approval in writing has been obtained from the other party;
 - disclosure is required by law or;
 - the information is in the public domain prior to the disclosure by the party
- 19.2 The expression "any third party" does not include the financial or legal advisors of a party or a related body corporate of a party.

20. EXTRAS

- 20.1 Unless noted in the Quotation, the price quoted does not include items such as: tire wire; bar chairs; threading and/or screwing; saw cutting; mechanical splices; welding of any nature; blacksmithing; press work; butt welding; assembly of goods; supply and location of lifting hooks, slings and cradles; supply of bars exceeding lengths of ten meters or exceeding diameter of 36mm; delivery of oversized loads or provision of vehicle escorts; brickwork reinforcing and holding down bolts; galvanizing; on-site scheduling; product containers: steel fixing; on-site accommodation; provision of traffic control; or such other items specified in the Quotation as being excluded.
- 20.2 Where the Quotation states that prefabricated elements, such as reinforcing elements or cages, engineered manufactured items and steel fixing are included, unless expressly stated otherwise the quoted price does not include the cost of or associated with lifting or lowering to position on site; site scaffolding; supply and welding or lifting points; or site welding.
- 20.3 The Purchaser is responsible for the design and location of any required lifting and/or support items at the Purchaser's site.

21. WORKS

- 21.1 Unless expressly stated in a Quotation, the prices, fees or rates quoted do not include any works.
- 21.2 The Supplier reserves the right to charge for and or all Works.
- 21.3 Where the Supplier has agreed to provide Works, the Purchaser must pay the Suppliers fees for such Works, if applicable, when such Works have been performed.
- 21.4 The Supplier will use all reasonable endeavours to perform Works in a competent, proper and workmanlike manner and exercising a reasonable standard of skill and diligence, but is not liable for any inaccuracy, error or omission arising from performance of the Works.
- 21.5 Where a Quotation expressly includes steel fixing and/or prefabrication as part of the Works, The Purchaser must give the Supplier sufficient notice to arrange such steel fixing and/or prefabrication and meet associated health and safety requirements.

22. WORKING DOCUMENTS

- 22.1 The Supplier accepts no responsibility for the correctness of Working Documents prepared by the Purchaser or a third party.
- 22.2 Unless otherwise agreed, the Purchaser must deliver all Working Documents without charge to the Supplier prior to commencement of the works.
- 22.3 Where the Purchaser submit electronic copies of Working Documents to the Supplier, then the Supplier reserves the right to charge for the printing costs associated with those Working Documents
- 22.4 Should errors occur as a result of Working Documents prepared by the Purchaser or a third party, the Purchaser is liable for the cost of rectification.
- 22.5 All Working Documents will remain in the custody and control if the Supplier.
- 22.6 A Quotation does not include any fee for design, re-design, detailing, re-detailing, scheduling, re-scheduling of Working Documents to be prepared by the Supplier unless stated in the Quotation. The Purchaser must pay the Supplier's fees for such services, if applicable, when such Documents are prepared.
- 22.7 The Supplier will provide only two copies of material processing supply schedules and associated installation location plans.
- 22.8 The Supplier reserves the right to schedule distribution steel as detailed in the Working Documents or as otherwise agreed in writing.
- 22.9 Unless authorized in writing, neither the Purchaser nor any third party is authorized to reproduce, adapt or use in any manner whether part or whole any Working Documents prepared by the Supplier (whether prepared on a fee paying basis or not). Any unauthorized reproduction, adaption or use may be, among other things, a breach of copyright and actionable by the Supplier.
- 22.10 The Purchaser indemnifies the Supplier against all claims & costs, liabilities & expenses incurred by the Supplier as a result of or related to:
- any inaccuracy, omission or error in the Working Documents prepared by the Purchaser or third party; or
 - working Documents, or any other documents provided by the Purchaser to the Supplier for the purposes of or in the course of the supply of Goods or performance of Works, breaching a third party's intellectual property rights, and this clause 22.10 survives termination or expiry of the Contract.

23. MISCELLANEOUS

- 23.1 A notice under the Contract can only be in writing and can only be given to a party"
- personally;
 - by registered post to the last known place of business or residence or registered office. Such notice is deemed to be received at the time at which the letter is delivered in the ordinary course of post;
 - by facsimile transmission to the last known facsimile number. Such notice is deemed to be received when the sending machine confirms notice has been sent; and
 - by electronic transmission to the last known email address. Such notice is deemed to be received when the sending machine confirms notice has been sent.
- 23.2 The Contract is governed by laws in the State of supply Goods and/or Works and the courts of that jurisdiction have exclusive jurisdiction in connection with the Contract.
- 23.3 A party must not assign its benefits or obligations under the Contract without prior consent in writing of the other party and such other party must not unreasonably withhold its consent to an assignment.
- 23.4 A party waives the right under the Contract only by written notice that it waives the right.
- 23.5 If a provision of the Contract would, but for this clause 23.5, be unenforceable:
- the provision must be read down to the extent necessary to avoid that result; and
 - if the provision cannot be read down to that extent, it must be served without affecting the validity and enforceability of the remainder of the Contract.

DEED OF GUARANTEE, INDEMNITY AND CHARGE

TO: **AUSREO (AUST) PTY. LTD. (ACN 094 555 192) (ABN 11 094 555 192)** and its subsidiary companies

In consideration of the Company providing or continuing to provide Goods or supplying credit accommodation to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with the Company as follows:

Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to the Company by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Money Secured.
3. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods to the Customer.
4. Where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. The Company may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by the Company under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such any event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for the Company.

Indemnity

9. The Guarantor indemnifies the Company against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to the Company of such losses and expenses and of the Money Secured.

Charge

10. For the purpose of securing payment to the Company of the Money Secured, the Guarantor:
 - 10.1 Hereby charges all of its, his or her beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of the Company whether or not a demand has been made on the Customer or the Guarantor;
 - 10.2 Agrees to deliver to the Company within seven (7) days of written demand a Memorandum of Mortgage in registrable form and that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
 - 10.3 Authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
 - 10.4 If the charge created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
11. A Certificate signed by a Director, Secretary, Financial Controller or Credit Manager of the Company shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor at that time.
12. The Guarantor acknowledges that the Company has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
13. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company and is satisfied as to the extent of his, her or its obligations arising from this Deed and that the Company is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase the Guarantor's liability under the Deed.
14. This Deed will be construed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

Trade References (Major Suppliers)

1Telephone No.(.....) Fax No. (.....) Account No

2.Telephone No.(.....) Fax No. (.....) Account No

3.Telephone No.(.....) Fax No. (.....) Account No

4.Telephone No.(.....) Fax No. (.....) Account No

Anticipated Monthly Purchases..... (this field must be completed)

At any time has any Proprietor, Director, or Manager of the Applicant Customer been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

YES NO

If yes, please give details

The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of the Ausreo The Terms and Conditions and:-

- a) He/She/They have authority to sign on behalf of and to bind the Applicant;
- b) The information provided is true and correct in every detail;
- c) He/She/They agree(s) to provide such updated and regular financial and trading information as Ausreo may reasonably require from time to time;
- d) He/She/They irrevocably grant permission to Ausreo before, during or after the provision of credit to give and receive information about the Applicant to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise.
This information may concern the Applicant's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Applicant and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1988 or otherwise.
- e) He/She/They hereby indemnify(ies) Ausreo in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant.

Ausreo is committed to your privacy. Our policy on the handling of personal information is to comply with the National Privacy Principles for the fair handling of personal information as set out in the Privacy Act, 1988. In accordance with those principles and Ausreo's Privacy Policy, persons will be given access to their personal information on request. We use the types of personal information collected including considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, ensuring our risk in collecting debts. This information may be disclosed to our related or associated companies, parties related to your employment (e.g. referees and others as set out in our Privacy Policy) contractors, other credit providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors and Credit Reporting Agencies. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for Commercial Credit. If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our Head Office address at **29 - 31 Tooley Road Wetherill Park 2164**

Signed on behalf of the Applicant by **Directors** **Partners** **Sole Trader**

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

X
Signature Print Name and Title

Date: /...../.....

X
Witness Signature Print Name and Title

X
Signature Print Name and Title

Date: /...../.....

X
Signature Print Name and Title

Date:...../...../.....

X
Signature Print Name and Title

Date:...../...../.....

OFFICE USE ONLY

Sales Person Name and Department: _____ Date: _____

Credit Manager's Signature: _____ Date: _____

Account Recommended: Yes No Max. Limit \$ _____ Terms: _____ Days: _____

Retail Account: Yes No Contract Account: Yes No

Business Manager's Comments (if Applicable)

General Comments: _____

Business Manager Signature: _____