NALINGA STEEL AND ROOFING SUPPLIES PTY. LTD.
ABN: 38 060 774 236 ACN: 060 774 236

a: 3090 Midland Highway, Nalinga via Shepparton 3631
p: (03) 5828 9220 f: (03) 5828 9215
e: sales@nalingasteel.com.au www.nalingasteel.com.au

APPLICATION FOR COMMERCIAL CREDIT

Terms: 30 Days from end of month

Applicant to complete

APPLICANT DETAILS	
ACN: ☐☐☐-☐☐☐-☐☐☐	**ABN:** ☐☐-☐☐☐-☐☐☐-☐☐☐
Company Name:	
Trading Name:	
Applicant trading as: ☐ Public Company ☐ Pty Ltd Company ☐ Trust ☐ Partnership ☐ Sole Trader	
Date business commenced: / /	
Postal Address:	
Trading Address:	
Contact Person:	
Telephone: ( ) Fax: ( ) Email address:	
Contact Person:	
Telephone: ( ) Fax: ( ) Email address:	

DIRECTOR(S) / PARTNER(S) / SOLE TRADER(Full Name and D.O.B. as recorded on Driver's Licence)

Surname	Given Names	DOB	Residential Address
		/ /	
		/ /	
		/ /	

BANK NAME AND ADDRESS

Name of Bank	Branch	BSB	Account Number

TRADE REFERENCES ***(minimum 6 months trade)***

Company Name	Telephone	Fax	Email Address
1.	( )	( )	
2.	( )	( )	
3.	( )	( )	

ACKNOWLEDGEMENT AND CONSENT

I/We acknowledge that Nalinga Steel may provide information about me/us to a credit reporting agency and agree and consent to Nalinga Steel exercising the rights set out in this credit application in respect of the Privacy Act. I/We also agree to comply with the Terms and Conditions of Sale.

SIGNATURES

(Must be signed by an authorised person eg owner, director, company secretary).

Signature of **Applicant 1**	X	Signature of **Applicant 2**	X
Print Name		Print Name	
Position		Position	
Signature of Witness	X	Signature of Witness	X
Print Name		Print Name	

Dated this.....day of .....20.....

Customer Code			**Limit**	
Territory			**Area**	
Industry			**Area Representative**	
Del YES/NO		**P/N/I/V**	**Freight Code**	

DECLARATION OF TERMS AND CONDITIONS OF SALE AND PRIVACY ACT 1988 (Cth) AUTHORISATION

Section 1: TERMS AND CONDITIONS OF SALE

Please refer to the attached Terms and Conditions of Sale as specified in sections 1 to section 16 and all associated sub-sections and parts thereof.

Section 2: DISCLOSURE AND EXCHANGE OF CREDIT INFORMATION NECESSARY TO ENSURE THAT NALINGA STEEL AND ROOFING SUPPLIES PTY LTD (NALINGA STEEL) ACN 060 774 236 COMPLIES WITH THE PRIVACY ACT.

The Applicant(s) hereby:

(a) **UNDERSTANDS** that items of personal information about the Applicant contained in this application and permitted to be kept on a Credit information file may be disclosed by Nalinga Steel to a credit reporting agency.

(b) **AGREES** to Nalinga Steel obtaining a report containing Personal Credit Information about the Applicant in assessing this application for commercial AND in relation to collecting overdue payments.

(c) **AGREES** that Nalinga Steel may give to, and seek from any credit providers names in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Applicant's credit arrangement, and credit history or credit capacity providers are allowed to give or receive from each other under the Privacy Act.

(d) **UNDERSTANDS** that trading history and Terms and Conditions of Sale compliance information may be exchanged with other credit providers in relation to a default by the Applicant, the status of this credit facility, where the Applicant is in default with other credit providers, or to access the Applicant credit worthiness.

DECLARATION

I/We declare that the information supplied in this application is true and correct to the best of my/our knowledge.

I/We undertake to comply with the Terms and Conditions of Sale referred to in the attached sections 1 to sections 16 and all associated sub-sections and parts thereof, of which I/We have read and accepted.

I/We acknowledge reading and accept the Privacy Act paragraphs as detailed above.

AUTHORISED APPLICANT	AUTHORISED APPLICANT
FULL NAME.....	.....
POSITION	.....
SIGNED	.....

Dated this.....day of .....20.....

NALINGA STEEL AND ROOFING SUPPLIES PTY LTD
ACN 060 774 236

TERMS AND CONDITIONS OF SALE – AUSTRALIA

1. Contracts of Sale

1.1 These Terms and Conditions of Sale (Terms) shall apply to and form part of any contracts of sale for the supply of any or all goods, products, materials and related services (Goods) by the Purchaser from Nalinga Steel and Roofing Supplies Pty Ltd ACN 060 774 236 (NALINGA STEEL) and any related body corporate of Nalinga Steel within the meaning of Section 50 of the Corporations Law.

2. Quotations, Prices, Orders and Specifications

2.1 Any quotation(s) given by Nalinga Steel to the Purchaser shall constitute an offer to sell Goods to the Purchaser.

2.2 Prices given in any quotation by Nalinga Steel are applicable to that quotation only and will not apply in other instance and will not include the cost of the delivery of the Goods, including but not limited to costs incurred by Nalinga Steel arising out of a late notification by the Purchaser of a change to an agreed delivery point, unless otherwise specified in the quotation.

2.3 Quotations and prices are valid for a period of thirty (30) days from the date of issue by Nalinga Steel or as otherwise specified in the quotation.

2.4 The price of the Goods will be the current price determined by Nalinga Steel at the time of delivery and may be subject to a variation due to changes in rates for ocean freight and exchange rates. The price will be exclusive of all applicable taxes and charges, unless otherwise stated or agreed between Nalinga Steel and the Purchaser. The Purchaser shall be liable for all excise, sales, Goods and Services Tax (GST) or any other tax, charge or government impost(domestic or foreign) imposed upon the Goods or any part of the Goods, or upon the manufacture, use, sale or delivery of the Goods which shall be in addition to the purchase price. The Purchaser must pay the GST at the same time as payment for the goods is made.

2.5 Any order(s) must be clearly communicated by the Purchaser to Nalinga Steel quoting an order number, full description of the Goods to be purchased (including, as the case requires, lengths, weights and dimensions using conventional units of measurements) and the delivery time and address. Reference to a Nalinga Steel quotation number to the Purchaser must be made if a quotation was provided by Nalinga Steel.

2.6 These Terms apply to the Purchaser and Nalinga Steel in respect of Goods ordered by the Purchaser and any terms and conditions set out in the Purchaser's order deviating from or are inconsistent with these Terms will not bind Nalinga Steel including any statement by the Purchaser in its order that its terms and conditions shall prevail over these Terms.

2.7 If the Purchaser's order refers to a specification of the Purchaser then the Purchaser must deliver such specification to Nalinga Steel without charge. The Purchaser represents and warrants to Nalinga Steel that any such specification does not, and any Goods produced by Nalinga Steel pursuant to such specification, will not breach or in any way infringe upon the rights or intellectual property of any third party including, without limitation, patent, design, copyright or other intellectual property rights.

2.8 The Purchaser may not cancel an order for Goods without the prior consent of Nalinga Steel.

2.9 If the Purchaser repudiates a contract in force between Nalinga Steel and the Purchaser on the terms of these Terms or refuses to accept delivery for any or all of the Goods other than on circumstances permitted under these Terms or if Nalinga Steel terminates any contract in force between it and the Purchaser on the Terms pursuant to Clause 11 then the Purchaser will be liable for any loss or damage suffered by Nalinga Steel whether directly or indirectly in relation to the repudiation by the Purchaser. In the case of Goods produced to the Purchaser's specification or which are in the process of being produced the Purchaser must pay to Nalinga Steel as liquidated damages the full contract price and any costs included by Nalinga Steel less the current scrap value of the Goods (if applicable) as determined by Nalinga Steel.

3. Payment

3.1 The extension of credit to the Purchaser by Nalinga Steel shall be at its sole discretion and, where extended, unless otherwise advised in writing by Nalinga Steel, the Purchaser must make payment in full within thirty (30) days of the end of the month in which the delivery of the Goods occurs or as otherwise specified in Nalinga Steel invoice.

3.2 Without in any way limiting the right of Nalinga Steel to require payment in full by the due date, Nalinga Steel may in its sole discretion charge interest on overdue accounts at the rate of 1.5% per month on amounts in excess of 60 days.

Payments made by credit card may be subject to a surcharge.

3.4 In order to assess the Purchaser's credit worthiness, the Purchaser agrees that - Nalinga Steel shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Purchaser.

3.5 Time is of the essence for payment.

4 Delivery

4.1 Unless otherwise agreed in writing, Nalinga Steel shall arrange for delivery of the Goods to the Purchasers nominated delivery point during working hours.

4.2 Nalinga Steel reserves the right to arrange transport of the Goods by any means in its absolute discretion.

4.3 At all times the Purchaser must sign the delivery docket as confirmation of receipt of goods and provide the signed delivery docket to the carrier representing Nalinga Steel and or sign the Nalinga Steel drivers manifest.

4.4 Nalinga Steel is deemed to have affected delivery of the Goods when they are made available for unloading at the Purchaser's nominated delivery point.

4.5 The Purchaser is responsible for unloading the Goods from Nalinga Steel delivery vehicle or the vehicle procured by Nalinga Steel for delivery.

4.6 If the Goods are to be collected by the Purchaser from the premises of Nalinga Steel, delivery occurs when the Goods are loaded on the Purchaser's vehicle.

4.7 Nalinga Steel is not liable for any claims for non-fulfilment or late delivery of Goods or of any loss or damage (including consequential loss or damage suffered by the Purchaser arising whether directly or indirectly out of delay in delivery or failure to deliver due to circumstances beyond reasonable control of Nalinga Steel and the Purchaser shall accept and pay for the Goods notwithstanding late delivery.

4.8 The Purchaser shall in its purchase order, advise Nalinga Steel of the nominated delivery point and required delivery time.

4.9 Unless otherwise agreed by the Purchaser and Nalinga Steel, Nalinga Steel shall be entitled to deliver the Goods in one or more lots. Where delivery of the Goods are effected by way of part delivery, Nalinga Steel shall be entitled to invoice the Purchaser for pro-rata progress in respect thereof.

4.10 Where the Purchaser's order requires the Goods to be delivered by instalments then a separate contract arises on the subject to the provisions of these Terms in relation to each instalment. If Nalinga Steel fails to deliver an instalment of Goods on time, or at all, the Purchaser must not and is not entitled to terminate any other contract in force between Nalinga Steel and the Purchaser for the sale or supply of Goods.

4.11 In the event the Purchaser is unable to accept the Delivery of Goods, Nalinga Steel shall be deemed to have delivered the Goods in accordance with these Terms and the Goods shall be at the Purchaser's risk from the time when the Goods have been loaded onto the Purchaser's collecting vehicle or made available for unloading at the Purchaser's nominated delivery point or as the case may require.

4.12 Where the Purchaser or his agent is unable to be available to accept delivery, Nalinga Steel can accept the signature of the driver of the delivery vehicle as proof of delivery.

5. Additional Charges

5.1 Nalinga Steel reserves the right to charge for any costs, charges or expenses whatsoever that it may incur as a result of vehicle or wagon detention of the Goods, but only to the extent the same is not caused or materially contributed to by Nalinga Steel; demurrage on ships as a consequence of any act or omission of the Purchaser; any special requirements or stipulation's of the Purchaser accepted by Nalinga Steel in writing but not provided for in the Terms; and any increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of the Purchaser's order by Nalinga Steel to the date of Delivery.

6. Storage

6.1 If in the event Nalinga Steel notifies the Purchaser that the Goods are ready for delivery and the Purchaser requests either orally or in writing for Nalinga Steel to hold the Goods on its behalf, such Goods will be held by Nalinga Steel at the Purchaser's risk and Nalinga Steel shall be entitled to charge storage fees in respect of the Goods stored.

7. Indemnity

7.1. Without prejudice to any other rights Nalinga Steel may have against the Purchaser, and to the extent permitted by law, the Purchaser indemnifies Nalinga Steel and will hold it harmless from and against any loss, damage, liability or expenses, including, without limitation, legal costs and disbursements, whether or not the subject of a court order, suffered or incurred by it arising out of the breach by the Purchaser of these Terms including, without limitation arising out of the cancellation by the Purchaser of any order or part thereof for the Goods after acceptance by Nalinga Steel; and

(i) in relation to any fault, defect, state of being or thing in relation to or in respect of Goods made pursuant to the Purchaser's specifications arising, whether directly or indirectly, out of the terms of the specification provided by the Purchaser to Nalinga Steel;

(ii) where Nalinga Steel or its agents enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a delivery point in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by Nalinga Steel or its agents in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by Nalinga Steel or its agents of Goods to the premises of the third party to the extent that such loss, damage or liability suffered by Nalinga Steel does not arise out of the negligence or carelessness of Nalinga Steel or its agents.

8. Claims

8.1 The Purchaser shall inspect the Goods immediately upon delivery and, if the Goods are damaged or not otherwise in conformity with the order by the Purchaser, the Purchaser shall give written notice to Nalinga Steel of the details within seven days of the date of delivery.

8.2 In the event the Purchaser fails to give notice to Nalinga Steel within seven days the Purchaser shall be deemed to waive and release Nalinga Steel from any claim it may have had it in relation to the Goods and must pay the purchase price for the Goods to Nalinga Steel.

8.3 Any Goods the subject of a notice given pursuant to clause 8.1 shall be left in the state and condition in which they were delivered until such time as Nalinga Steel or its duly authorised agent had inspected the Goods, such inspection to be carried out within a reasonable time after notification by the purchaser. If the goods are not so left in the state and condition in which they were delivered, the Purchaser shall be deemed to waive and release Nalinga Steel from any claim it may have had against it but for this release in relation to the Goods and must pay the purchase price for the Goods to Nalinga Steel.

8.4 No Goods will be accepted for return by Nalinga Steel unless it agrees in writing prior to such return and then only upon conditions acceptable to Nalinga Steel and at the Purchaser's entire risk as to loss or damage. Where Nalinga Steel agrees to accept Goods for return, its current restocking charge will be charged to the Purchaser and shall be immediately due and payable.

9. Retention of Title

9.1 Whilst the risk in the Goods passes on delivery, legal and equitable title remains with - Nalinga Steel until payment is made to it in full for those goods and all other goods and services supplied to the Purchaser by Nalinga Steel at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser must:

(i) hold the Goods as bailee and fiduciary agent of Nalinga Steel;

(ii) where feasible store the Goods within the business premises of the Purchaser and separate from its own Goods and those of any other third party, or alternatively, in such a way as to clearly identify at all times that the Goods are owned by Nalinga Steel; and

(iii) ensure that, at all times, the Goods are properly stored, protected, readily identifiable and insured.

9.2 With the prior written consent of Nalinga Steel, the Purchaser may sell or deal in the ordinary course of business with the Goods provided that any such sale or dealing is at arms' length and on market terms and any such sale is held on trust for Nalinga Steel in a separate account.

Nalinga Steel however reserves the following rights in relation to the Goods until all amounts owed by the Purchaser are fully paid:

(i) legal and equitable ownership of the Goods;

(ii) to retake possession of the Goods; and

(iii) to keep or resell any of the Goods repossessed pursuant to clause 9.2b above.

9.4 Where the Purchaser processes the Goods either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, before title in the Goods has passed to the Purchaser, the Purchaser:

(i) holds such part of the new goods (processed goods) on trust for Nalinga Steel as bailee and fiduciary agent of Nalinga Steel;
(ii) Must store such part of the processed goods separately from the Purchaser's own goods and those of any other third party in such a way as to clearly indicate at all times that the processed goods are owned by Nalinga Steel and;
(iii) Must ensure that such part of the processed goods are properly stored, protected, readily identifiable and insured.

9.5 For purpose of this clause 9, "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to Nalinga Steel at the time the Goods are used in the manufacture of, or incorporated into, the processed goods.

9.6 The Purchaser may sell or deal with the processed goods provided that:

(i) any such sale or dealing is at arms length and on market terms; and
(ii) the Purchaser holds on trust such part of the proceeds of any sale of or dealing in the processed goods that is equal in dollar terms to the amount owing by the Purchaser to Nalinga Steel at the time the Goods are used in the manufacture of, or incorporated into, the processed goods, in a separate identifiable account as the beneficial property of Nalinga Steel and must pay such amount to it upon request.

9.7 Without prejudice to the rights of Nalinga Steel in clause 9.3 above, in the event of a breach of this contract by the Purchaser including, without limitation, failure by the Purchaser to make payment for the Goods by the date specified by Nalinga Steel to the Purchaser, the Purchaser must return the Goods to Nalinga Steel on demand. If the Purchaser does not return the Goods to Nalinga Steel within 48 hours of receipt of the demand, Nalinga Steel shall be entitled without notice to enter the Purchaser's premises at any time to do all things necessary to recover the Goods.

9.8 The Purchaser hereby grants full leave and irrevocable license to Nalinga Steel and any person it authorizes to enter upon any premises where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods. In that event the Purchaser hereby agrees it;

(i) shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by Nalinga Steel, including consequential losses and damages as a result of Nalinga Steel retaking possession of the Goods or otherwise exercising its rights under this clause 9; and
(ii) shall indemnify Nalinga Steel for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against Nalinga Steel in connection with the retaking possession of the Goods or the exercise by Nalinga Steel of its rights under this clause 9, and the Purchaser shall repay all such fees, costs, losses, damages expenses or any other sums of money on demand.

9.9 The parties agree that this clause 9 is not intended to create a charge or any other form of security interest and to the extent, as a matter of law, this clause creates a charge or any other form of security interest, the offending words shall be deleted.

10 Application of the *Personal Property Securities Act 2009*(PPSA)

10.1 This clause 10 applies to the interest in any goods of Nalinga Steel as a security interest for registration in the PPSA Register.

10.2 The Goods are structural steel, plate, merchant bar and tubular products, roofing products and rural fencing products, and aluminium and stainless steels.

10.3 The Purchaser acknowledges and agrees that Nalinga Steel may register its security interest in the Goods at any time before and after delivery.

10.4 The Purchaser acknowledges and agrees to waive its rights under section 157 of the PPSA to receive verification of the registration.

10.5 Nalinga Steel may apply amounts it receives from the Purchaser towards amounts owing to it as Nalinga Steel may choose.

10.6 In the event of any default by the Purchaser of any obligation owed to Nalinga Steel under these terms or any other agreement for the supply of the Goods, Nalinga Steel is at liberty to enforce its security interest in any goods by exercising all or any of its rights pursuant to these terms and/or the PPSA.

10.7 The parties agree to the maximum extent permitted by law sections 95,118,121(4), 125,130,132(3) (d), 132(4), 135,142 and 143 of the PPSA do not apply to the enforcement by Nalinga Steel of its security interest in the Goods.

10.8 The parties agree not to disclose information of the kind referred to in section 275(1),except in circumstances required by sections 275(7)(b)-(e) , of the PPSA.

10.9 The Purchaser must do anything requested by Nalinga Steel to ensure that its security interest is a perfected security interest and has priority over all other security interests in the Goods.

10.10 Nothing in this clause 10 is limited by any provision of these terms or any other agreement between the parties.

10.11 If a term used in this clause 10 has a particular meaning in the PPSA, it has the same meaning as in this clause.

11 Default

11.1 If the Purchaser fails to perform or observe any obligation or agreement expressed or implied in or given in relation to these Terms including, without limitation, the payment of money, or if the Purchaser including a Purchaser under a Consumer Contract, is the subject of any personal insolvency even including, without limitation, arising out of an act of bankruptcy or, has a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Law) or similar official appointed or steps are taken for such appointment over any of the assets or undertaking of the Purchaser or if the Purchaser suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is presumed to be insolvent under the Corporations Law or if the Purchaser ceases or threatens to cease to carry on business then Nalinga Steel may, without limiting any other rights it may have, do any or all of the following things:

(i) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all monies owed to Nalinga Steel by the Purchaser.
(ii) suspend or terminate any contract in force between Nalinga Steel and the Purchaser and, without limitation, withhold any deliveries of Goods or performance of services pursuant to any purchase order accepted by Nalinga Steel.
(iii) in respect of Goods already delivered, enter premises of the Purchaser to recover and resell same for its benefit.

12 Warranties

12.1 To the extent permitted by Legislation, all implied conditions, warranties and undertakings are expressly excluded from these Terms.

12.2 No statement or recommendation made or advice, supervision or assistance given by - Nalinga Steel, its employees, agents, or representatives whether oral or written must be constructed as or constitutes a warranty or representation by Nalinga Steel or a waiver of any clause in these Terms. Nalinga Steel is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.

12.3 Except as provided in the clause, Nalinga Steel shall not be liable for any loss or damage, whether direct or indirect, including consequential losses or damage, arising out of any breach of these Terms by Nalinga Steel, or any negligence of its employees or agents in respect of matters in any way connected with the subject matter of these Terms.

12.4 Should Nalinga Steel be liable for a breach of a condition or warranty pursuant to Legislation then its liability for a breach of any such condition or warranty express or implied shall be limited to the extent permitted by law, as its option to any one or more of the following:

(i) in the case of Goods;
(ii) the replacement of the Goods or the supply of equivalent Goods;
(iii) the repair of Goods;
(iv) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
(v) the payment of the cost of having the Goods repaired;
(vi) in the case of services;
(vii) the supply of the services again;
(viii) the payment of the cost of having the service supplied again;

12.5 Nalinga Steel will not be liable under any implied warranty for the costs of recovery of the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, not for any other loss or damage other than as stated above, whether ordinary or exemplary caused either directly or indirectly by the use of the Goods. No implied warranty may be invoked in respect of any defects to other malfunctions insofar as such defects or malfunctions are caused to Goods by accident, neglect, vandalism, misuse, alteration, modification or unusual physical, environment or electrical stress.

13. Fitness of Goods

13.1 Subject to the rights pursuant to Legislation and unless the Goods have been supplied to the Purchaser by Nalinga Steel under a Consumer Contract the Purchaser agrees that it does not rely on the skill or judgment of Nalinga Steel in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to - Nalinga Steel and it has acknowledged in writing that the Goods will fit the particular purpose.

14 Force Majeure

14.1 Nalinga Steel shall not be liable to the Purchaser where an event of Force Majeure prevents or delays Nalinga Steel from performing any obligation under these Terms.

15. Miscellaneous

15.1 These Terms set out the entire agreement between the parties in relation to their subject matter.

15.2 Nalinga Steel reserves the right to review and amend these Terms from time to time. Written notification forwarded to the Purchaser by ordinary mail shall be deemed sufficient notification to bind the Purchaser to any revised or amended Terms for all orders placed by the Purchaser and accepted by Nalinga Steel after receipt of such notification.

15.3 The laws of Victoria are applicable to the agreement between Nalinga Steel and the Purchaser and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any court that may hear appeals from any of those courts and the parties waive any right it might have to claim that those courts are an inconvenient forum.

15.4 A party waives a right under these Terms only if it does so in writing. A party does not waive a right simply because it fails to exercise a right, delays exercising the right, or only exercises part of the right. A waiver of one breach of any of the Terms does not constitute as a waiver of another breach of the same term or of any other term.

15.5 Nalinga Steel may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Purchaser.

15.6 The parties may conduct business by Electronic Data Interchange (IDI) and in accordance with the terms of any Electronic Trading Partner Agreement to which they are parties and into which these terms are incorporated.

15.7 Any provisions of these Terms which are unenforceable or partly unenforceable is where possible to be severed to the extent necessary to make these Terms enforceable unless this would materially change the intended effect of the Terms.

16. Interpretation

In these terms:

16.1 **Consumer** means a person who acquires Goods from Nalinga Steel where the (a) amount paid or payable for the Goods did not exceed $40,000; or (b) Goods were of a kind ordinarily acquired for personal, domestic or household use or consumption; unless the Goods were acquired for the purpose of re-supply or the purpose of using the Goods up or transforming them in trade or commerce.

16.2 **Dollar terms** means a reference to Australian currency;

16.3 **Force Majeure** means an act of God, war, government restraint, industrial dispute or other event not within the control of Nalinga Steel acting reasonably;

16.4 **GST** means the tax payable on Taxable Supplies within the meaning of the GST Act;

16.5 **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;

16.6 **Legislation (including subordinate legislation)** means that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

16.7 **Purchaser** means a person, being an incorporated or unincorporated business or an individual, who acquires Goods from Nalinga Steel and includes a Consumer;

16.8 **Working Hours** means between 7.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.

DIRECTORS GUARANTEE

TO

OF
IN THE STATE OF VICTORIA

In consideration of your having at our request agreed to supply ..... (hereinafter referred to as "The Company") of ..... with certain goods, materials services on credit, I/We the undersigned Director(s) of the Company agree with you as follows:

1 To Guarantee to you and to be otherwise answerable and responsible to you for the due payment by the Company for all goods, materials and services so supplied by you to the Company on credit, as aforesaid.

2 This Guarantee is a continuing guarantee and shall extend and apply to any goods, materials and/or servi rendered (or as applicable), that shall be supplied by you to the Company, its Agents, Nominees or Successors law, and it is agreed that my/our liability under this Guarantee is joint, several and irrevocable.

3 You shall be at liberty without discharging me/us from liability hereunder to grant time or other indulger the Company in respect of goods, materials and/or services supplied by you to it as aforesaid and to accept pa from the Company in cash or by means of negotiable instruments and to treat the Company in all respects as th I/We were jointly liable with it as debtors to you, instead of being merely sureties for the Company.

4 That in order to give full effect to this Guarantee, should the Company fail or neglect to pay your lawful demand within 14 days, we declare that you shall be at liberty to proceed against me/us directly as Guarantors through I/We are principal debtor(s) and I/We hereby waive any of our rights as sureties which may at any tim inconsistent with the provisions of this my/our Guarantee.

DIRECTORS	WITNESS
FULL NAME	FULL NAME .....
TITLE	TITLE .....
SIGNED	SIGNED .....
DIRECTORS	WITNESS
FULL NAME	FULL NAME .....
TITLE	TITLE .....
SIGNED	SIGNED .....
DIRECTORS	WITNESS
FULL NAME	FULL NAME .....
TITLE	TITLE .....
SIGNED	SIGNED .....
DIRECTORS	WITNESS
FULL NAME	FULL NAME .....
TITLE	TITLE .....
SIGNED	SIGNED .....

OFFICE USE ONLY: