

APPLICATION FOR CREDIT

INCORPORATING TERMS & CONDITIONS of SALE

Roll Tech Australia PTY LTD A.B.N 30 629 035 392

Corporate Accounts Office: 25 Junction Drive Coolum QLD 4573

Email: accounts@rolltechaustralia.com.au

(Office Use Only)

Account No: Credit Limit: Payment Terms

Customer Details:

Trading Name: _____

Postal Address: _____ Postcode _____

Business Address: _____ Postcode _____

Contact Names- Purchasing: _____ Accounts Payable _____

Phone () _____ Fax () _____ Mobile _____

Email address: _____

Sole Trader / Partner / Company:

Registered Business Name: _____ Number: _____

Registered Office Address: _____

A.B.N _____ A.C.N _____ Commencement date of business _____ Postcode _____

Company, Name: _____ Date of Incorporation _____ State of Incorporation _____

If Trustee of Trust, Name: _____ Date of commencement _____

Proprietors / Directors Details

Full Names(s) and Address (s) of sole trader, partners, Directors **(All Partners and Directors to be listed)**

(1) _____ (2) _____

_____ Postcode: _____ _____ Postcode: _____

Phone: _____ Mobile: _____ Phone: _____ Mobile: _____

Trade References:

Company	Suburb	State	Av Monthly Value	Contact	Telephone

Expected Monthly Purchases \$ _____

Application for Credit

The Customer applies for and the Guarantors (if applicable) request Roll Tech Australia to open a Credit Account in the name of the Customer and to supply goods to the Customer and the Customer **agrees** to be bound by the **Terms & Conditions of Sale**.

Authorised signature _____ Print Signatory’s Name: _____ Date: _____

And indicate if Sole Trader Partner Director of if Employee Position _____

All Partners and Directors to read and acknowledge terms and conditions of sale and sign guarantee overleaf

Roll Tech Australia Pty Ltd

TERMS & CONDITIONS of SALE

1. Definitions

'RTA' means Roll Tech Australia Pty. Ltd. Trading as 'Roll Tech Australia'.

'CUSTOMER' means the customer identified in the application for Credit.

'CONTRACT' means all contracts entered into between 'Roll Tech Australia' and the 'CUSTOMER'.

'GOODS' means the goods the subject of the Contract.

2. All Contracts

The Terms and Conditions of Sale shall apply to all Contracts for the supply of Goods by 'Roll Tech Australia' to the 'CUSTOMER' and shall prevail over any terms and conditions containing the Purchase Order, Invoice/Cart note or other documents governed by the laws of Queensland.

2.1 Variation of Trading Terms

Roll Tech Australia Pty Ltd may vary these terms and conditions at any time by notice in writing to the 'CUSTOMER'.

3. Payment

3.1 Payment shall be made by the 'CUSTOMER' within 7, 14 or 30 days from the end of the month of invoice, depending on individual terms.

3.2 Interest will be charged on overdue amounts at the rate of 2% per month.

3.3 Legal costs of recovery of any overdue amounts shall be recoverable by 'Roll Tech Australia' as a debt due by the 'CUSTOMER'.

3.4 Appropriate Law

Any legal action for recovery of monies owed by the customer shall be issued in an appropriate court in the State of Queensland which Courts shall have exclusive jurisdiction to deal with such matters.

4. Delivery and Risk

4.1 Delivery shall be made by 'Roll Tech Australia' at the 'CUSTOMERS' expense to the 'CUSTOMERS' premises or in accordance with the 'CUSTOMERS' instruction by such transport at 'Roll Tech Australia' discretion.

4.2 Claims will only be considered if made within 7 days of delivery and the 'CUSTOMER' shall be responsible for checking the Goods on delivery.

4.3 Risk shall pass to the 'CUSTOMER' on delivery of the Goods notwithstanding that property shall remain with 'Roll Tech Australia' until those goods are paid for.

4.4 Insurance against all risks whatsoever shall be maintained by the 'CUSTOMER' from delivery.

4.5 Additional Costs: incurred from excessive delays or extra labour to unload will be charged to the 'CUSTOMERS' account. Lengths 9.2 metres and over may be subject to additional delivery charges. Maximum lengths for products vary and delivery of such will be determined by the Company.

4.6 Time for Delivery: Dates for delivery are estimates only and subject to the availability of the goods and 'Roll Tech Australia' shall not be liable to the 'CUSTOMER' for any delays in delivery.

4.7 Force Majeure: 'Roll Tech Australia' accepts no responsibility for the loss, damage or non-delivery arising by reason of riot, civil commotion, war whether declared or not, accident, shortened hours of labour, strikes, lock-outs, storm, flood, fire or any other circumstances beyond the direct control of 'Roll Tech Australia'.

5 Property in Goods

5.1 Property in goods will not pass the 'Customer' until payment in full has been made by the Customer to 'Roll Tech Australia' for all goods delivered to the 'Customer' by 'Roll Tech Australia'.

Until payment has been made in full and property passes in accordance with 5.1:

5.2 Bailee and Storage: the 'CUSTOMER' shall hold all goods as bailee and as a fiduciary of 'Roll Tech Australia' and shall securely store same separately from the 'CUSTOMERS' other goods so as to clearly identify the Goods as 'Roll Tech Australia'.

5.3 Disposal of goods: The 'CUSTOMER' is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for 'Roll Tech Australia'

and shall account to 'Roll Tech Australia' for any overdue amount from the proceed thereof, and any overdue amount from the proceeds thereof, and the 'CUSTOMER' acknowledges that 'Roll Tech Australia' may collect the book debt arising from such sale as 'Roll Tech Australia' remains the beneficial owner of the book debt at all times.

5.4 Repossession of Goods: The 'CUSTOMER'S' right to possession of the goods shall cease if the 'CUSTOMER':

5.4.1 Fails to make payments of any outstanding amount due to 'Roll Tech Australia'

5.4.2 commits an act of bankruptcy or is declared insolvent or, if a company, the 'CUSTOMER' does or omits to do anything which entitles the 'CUSTOMER' or any person to appoint an external administrator pursuant to any Part of chapter 5 of the Corporation Law; or

5.4.3 enters into some arrangement or assignment for the benefit of creditors; and 'Roll Tech Australia' shall be entitled to require the 'CUSTOMER' to return all unpaid Goods failing which 'Roll Tech Australia' is irrevocably authorised to enter the 'CUSTOMER'S' premises to repossess the Goods without notice.

6 Lien

'Roll Tech Australia' is entitled to claim a general Lien on all goods belonging to the 'customer' for all amounts owing to 'Roll Tech Australia' by the 'CUSTOMER'.

7. Warranty and Damages

7.1 Standard Warranty imposed by statute law only applies with all other conditions, warranties, and representation on the part of 'Roll Tech Australia' expressly excluded.

7.2 Damages for the breach of any warranty shall be limited to replacement or repair of the Goods to the same cost only, at 'Roll Tech Australia' discretion, and shall not extend to any consequential damages whatsoever.

7.3 Defective Raw Materials

Roll Tech Australia is proud to use the BlueScope Steel products, that includes COLORBOND® steel, ZINCALUME® steel and TRUECORE® steel. BlueScope warrants the steel material used to produce your roll formed steel building products in certain applications and subject to meeting a number of conditions. This covers the likes of COLORBOND® steel, ZINCALUME® steel, TRUECORE® steel and GALVSPAN® steel. BlueScope Material Warranties must be applied for online via the [BlueScope](#)

Warranty Management System. 'Roll Tech Australia' - accepts no liability for its products which are proven to be defective by virtue of the steel or other materials which have been purchased failing to contain the mechanical and chemical properties embodied in the material specification.

8 Acknowledgement of Terms and Conditions of Sale and Privacy Act Authorisation

Each of the persons whose signatures appear in Trading Account Application (in whatever capacity)
AUTHORISE AND ACKNOWLEDGE:

8.1 the 'CUSTOMER' to make this Application and have each read, understood and agree to be bound by all the Terms and Conditions of Sale.

8.2 that items of personal information contained in this Application and permitted to be kept on a credit information file be disclosed to a credit reporting agency.

8.3 in accordance with the paragraphs (b), (e) and (h) of s.18K(1) and/or s.18L(4) of the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by 'Roll Tech Australia' of the relevant information referred to in those sections may occur for the purposes of assessing this application.

8.4 'Roll Tech Australia' may supply information about our credit worthiness to the other credit providers and authorises the Trade References to provide 'Roll Tech Australia' with information about our credit worthiness.

ROLL TECH AUSTRALIA GUARANTEE AND INDEMNITY

1. DEFINITIONS

- 1.1 'Roll Tech Australia' means Roll Tech Australia Pty Ltd A.B.N. 30 629 035 392 and shall include its successors, personal representatives and permitted assigns and if more than one their respective successors, personal representatives and permitted assigns.
1.2 'Customer' means the party described in the application for credit attached and shall include its successors, personal representatives and permitted assigns and if more than one their respective successors, personal representatives and permitted assigns.
1.3 'Guaranteed Liability' means all amounts whether in respect of past, current or future debts which at any time for any reason or circumstance are payable, are owing but are not currently payable, are contingently owing or remaining unpaid are owing at the time of the guarantor entering this agreement (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories) by the Customer of Roll Tech Australia in connection with the conditions of sale herein or any transaction contemplated by it, whether at law in equity under statute or otherwise.
1.4 'Guarantor' means the person described is the person or persons named as described below and shall include his successors, personal representatives and permitted assigns and if more than one their respective successors, personal representatives and permitted assigns.

2. GUARANTEE

The Guarantor unconditionally and irrevocably guarantees payment to Roll Tech Australia of the Guaranteed Liability.

3. DEMAND

- 3.1 If the Customer does not pay the Guaranteed Liability to 'Roll Tech Australia' on time and in accordance with the sale herein then the guarantor agrees to pay the Guaranteed Liability on demand whether or not demand has been made on the Customer. A demand may be made at any time and from time to time.
3.2 If the amount demanded remains unpaid for seven (7) days, the amount due shall be a charge against the property of the guarantor and the guarantor will, at the request of Roll Tech Australia, execute a mortgage in registrable form pursuant to the provisions of the Real Property Act (Qld) or the equivalent legislation in the state in which the property to be secured in favour of Roll Tech Australia' for the amount due.
3.3 The guarantor will pay all fees and costs incurred by Roll Tech Australia pursuant to this clause and all fees and charges will be secured by the mortgage referred to in clause 3.2 herein.

4. INDEMNITY

As a separate undertaking, the Guarantor indemnifies Roll Tech Australia against all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Liability not being recoverable from the Guarantor or from the Customer due to any circumstance whatsoever.

5. VALUABLE CONSIDERATION

The Guarantor acknowledges incurring obligations and giving rights under this instrument for valuable consideration received from Roll Tech Australia.

6. CONTINUING SECURITY

The guarantee and indemnity provided for herein is a continuing security and extends to all of the guaranteed Liability and other money payable under this instrument. The Guarantor waives any right it has of first requiring Roll Tech Australia to proceed against or enforce any other right, power, remedy, security or claim payment from the Customer or any person before claiming from the Guarantor under this instrument.

7. UNCONDITIONAL AND BINDING NATURE OF OBLIGATION

- The liabilities of the Guarantor as a guarantor, principal debtor or indemnifier and the rights under this instrument of Roll Tech Australia are not affected by anything which might otherwise have that effect at law or in equity including, without limitation, one or more of the following;
7.1 Roll Tech Australia or another person granting time or other indulgence to, compounding or compromising with or releasing the customer; or
7.2 Acquiescence, delays, acts, omissions or mistakes on the part of Roll Tech Australia; or
7.3 Any variation or novation of a right of Roll Tech Australia, or alteration of a document, in respect of the customer.
7.4 this instrument shall bind the Guarantor who executes this instrument notwithstanding that any one or more of the named parties to this instrument do not execute this instrument, that there is any invalidity, forgery or irregularity touching any execution of this instrument or that this instrument is or becomes unenforceable, void or voidable against any named party and each of the guarantors executing this instrument acknowledge and agree that their execution is unconditional.

8. RECISSION OF PAYMENT

If a claim is made that all or part of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the Guaranteed Liability is void or voidable under law relating to liquidation, insolvency or the protection of the creditors or for any other reason and the claim is upheld, conceded or compromised that Roll Tech Australia is entitled immediately as against the Guarantor to the rights in respect of the Guaranteed Liability to which it would have been entitled if all or that part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place.

9. FORMAL CONDITIONS

- 9.1 Time of the essence of this instrument insofar as it relates to any obligation of the Guarantor to pay money.
9.2 A statement in writing made up from the books of Roll Tech Australia and signed by an authorised officer of Roll Tech Australia as to the amount due or owing by the guarantor and any component parts of that amount at the date mentioned in such statement shall be prima facie evidence that such amount is due or owing under or secured by this instrument and all other matters set out in that statement.
9.3 Any notice or demand upon the Guarantor for the purposes of this instrument shall be made in writing and signed by an authorised officer of Roll Tech Australia or by duly constituted attorney of Roll Tech Australia or by the solicitors for the time being of Roll Tech Australia and may be serviced by leaving the addressed to the Guarantor at such address and if sent through the post such notice or demand shall be deemed served on the business on receipt by the sender from its machine of notification that all pages were transmitted to the number of the recipient.
9.4 Roll Tech Australia may elect in which jurisdiction to commence legal action for enforcement of this instrument.
9.5 In this instrument headings are for convenience only and shall not affect interpretation.
9.6 The singular includes the plural and vice versa.
9.7 Each gender includes all other genders.
9.8 Where two or more persons are party to this instrument they are bound jointly and severally.

10. ACKNOWLEDGMENT

- The guarantor/s acknowledges that:
10.1 They have read and understood the terms contained herein,
10.2 They have had an adequate and reasonable opportunity to obtain legal advice as to the provisions and implications of the guarantee,
10.3 They have signed this guarantee of their own free will.

In witness where of the Guarantor has executed this instrument on the day and year first herein before written.

GUARANTOR/S: (Item 2)

WITNESS:

Form with signature lines for Guarantor/S (Item 2) and Witness, including fields for Date, (Print Full Name), and Address.