

CONFIDENTIAL

AUSTRALIAN ROLLFORMING MANUFACTURERS PTY LTD

Application for Credit
Terms of Trade
Guarantee
Privacy Consent

How to Complete these Forms

1. Please read all documents carefully

- Part 1: Credit Application
- Part 2: Terms and Conditions of Trade
- Part 3: Personal Guarantee
- Part 4: Privacy Act Consent Form

IMPORTANT: *If you do not understand any part you should seek legal advice*

2. Credit Application

- Complete all of parts 1, 2, 5, 6 and 7
- If you are applying for your company, complete part 3
- If you are applying as a trustee (corporate or individual), complete part 4
- Read part 8 carefully
- Sign in the appropriate sections of part 9
 - If you are a sole trader, you must sign
 - If you are applying as a partnership, all partners must sign
 - If you are applying for your company, all directors must sign
 - If you are applying as individual trustee, all individual trustees must sign
 - If you are applying for a company trustee, all directors must sign

IMPORTANT: *By signing, you are agreeing to be bound by the Terms and Conditions of Trade*

3. Personal Guarantee

- If you are a sole trader or partnership, you need not sign this form
- If you are applying for your company, all **directors** and the **directors' spouses** must sign
- If you are applying as a trustee, all trustees must sign
- **For more than 4 Guarantors, additional Guarantors must sign a copy of the form**
- **Each signature must be witnessed by an independent witness**

IMPORTANT: *All parties who sign the guarantee may become personally responsible instead of, or as well as, the Applicant to pay all amounts which the Applicant owes ARM as well as ARM's costs and expenses in enforcing the guarantee and interest.*

If the Applicant does not pay you must pay. This could mean you lose everything you own. Before signing, each guarantor should:

- *obtain independent legal advice*
- *consider obtaining independent financial advice*
- *make his or her own enquiries about the credit worthiness, financial position and honesty of the Applicant.*

4. Privacy Act Consent Forms

- If you are a sole trader you must sign this form
- If you are a partnership, all partners must sign this form
- If you are applying for your company, all directors must sign
- If you are applying as individual trustees, all individual trustees must sign
- If you are applying for a company trustee, all directors must sign

5. When finished

- When all parts have been signed, please return all parts to the person who sent them to you.
- For any queries relating to this application please contact the person who sent them to you.

**AUSTRALIAN ROLLFORMING MANUFACTURERS PTY LTD
PART 1: CREDIT APPLICATION**

1. THE APPLICANT

Applicant Name: _____ ABN: _____
Trading Name (if different from applicant): _____ Date business commenced: _____
Principal business address: _____
Postal Address: _____
Delivery Address (if different from Principal business address): _____
Contact Name: _____ Position _____
Tel No: _____ Fax No: _____ Email: _____

2. OPERATING STRUCTURE

tick appropriate

- | | | |
|-------------------------------------|--------------------------------------|---|
| <input type="checkbox"/> Pty. Ltd. | <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Corporation as Trustee |
| <input type="checkbox"/> Public Co. | <input type="checkbox"/> Partnership | <input type="checkbox"/> Individual(s) as Trustee |

If a company or partnership, please complete part 3

3. DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS

provide details of all directors (for company or corporate trustee), partners or individual trustees

Name: _____ Address _____ DOB: _____
Name: _____ Address _____ DOB: _____
Name: _____ Address _____ DOB: _____
if more than 3 please attach details

If a trustee, please complete part 4

4. TRUST DETAILS

Name of Trust: _____ ABN _____
Type of trust: Family/Discretionary Unit Other (Details _____)
tick appropriate

If a unit trust, please provide details of all unitholders

Name: _____ Address _____
Name: _____ Address _____
Name: _____ Address _____
if more than 3 please attach details

5. APPLICANT'S FINANCIAL DETAILS

Estimated Monthly purchases \$ _____ Monthly Credit required: \$ _____
Bank: _____ Branch: _____
Contact: _____ Tel: _____
Business Premises: Owned Leased
If leased, from whom : _____

Details of security (eg. Mortgages, Debentures, Bill of Sale provided by Applicant over its business or property to third parties)

Type of security _____ provided to: _____

Type of security _____ provided to: _____

6. BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

Have any been declared bankrupt? Yes No If yes, details: _____

Have any been involved in business that have failed or been liquidated Yes No If yes, details: _____

Names of related or subsidiary companies or partnerships: _____

7. TRADE/BUSINESS REFERENCES

3 trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name _____ Address _____

Contact _____ Tel _____ Fax _____

2. Name _____ Address _____

Contact _____ Tel _____ Fax _____

3. Name _____ Address _____

Contact _____ Tel _____ Fax _____

8. TERMS OF CREDIT

Credit will not be provided until Australian Rollforming Manufacturers Pty Ltd ("ARM") accepts this application and has provided written confirmation to the Applicant.

If ARM accepts this application, the provision of goods and services and credit facilities to the Applicant are subject to the Terms and Conditions of Trade attached.

9. EXECUTION

By signing this application for credit, the Applicant:

- Acknowledges having been provided with Terms and Conditions of Trade and having read and understood them
- Acknowledges that it has been advised to seek legal and financial advice prior to signing this Application
- Agrees that the Terms and Conditions of Trade apply to the provision of goods and services to it by ARM

if company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person: _____	Position: _____
Signature: _____	Date: _____

if sole trader, partnership or individual(s) as trustee

if partnership or individual(s) as trustee - all partners and individuals must sign

Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page

Refer separate document attached.

AUSTRALIAN ROLLFORMING MANUFACTURERS PTY LTD

PART 3: DEED OF GUARANTEE AND INDEMNITY

TO: Australian Rollforming Manufacturers Pty Ltd (ABN 89 092 976 906) of 35-45 Frankston-Dandenong Road, Dandenong, Victoria 3175 ("ARM")

In consideration of ARM at the request of

(Name) _____	Of (Address) _____
(Name) _____	Of (Address) _____
(Name) _____	Of (Address) _____
(Name) _____	Of (Address) _____

as the Guarantor ("Guarantor") agreeing to

- supply or continue to supply goods or services to _____ (Customer) as the Purchaser ("Purchaser"), or
- provide credit to the Purchaser; or
- grant an indulgence outside ARM's agreed credit terms,

The Guarantor hereby :

- Agrees to guarantee to ARM the due and punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser, in respect of the cost of goods or services supplied by ARM to the Purchaser and any other sums payable by the Purchaser to ARM pursuant to ARM's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
- Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified ARM from and against all losses, costs, charges and expenses whatsoever that ARM may suffer or incur in relation to the supply of goods or services to the Purchaser and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
- Covenants, acknowledges and agrees as follows:
 - The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to ARM other than the payment to and acceptance by ARM of the whole of the guaranteed money.
 - Notwithstanding that as between the Guarantor and the Purchaser the position of the Guarantor is that of surety only nevertheless as between the Guarantor and ARM, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
- This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by ARM notwithstanding:
 - that no steps or proceedings have been taken against the Purchaser;
 - any indulgence or extension of time granted by ARM to the Purchaser;
 - the death or bankruptcy or winding up of the Purchaser;
 - that payment of the guaranteed money by the Purchaser cannot be legally enforced against the Purchaser.
- The Guarantor will not compete with ARM for any dividend or distribution in the event of the Purchaser being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
- The Guarantor hereby acknowledges having given its consent to ARM to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of ARM assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Purchaser.
- The term "ARM" includes its successors and assigns and the terms "Purchaser" and "Guarantor" include their respective executors, administrators and successors.
- In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed

Dated :

Signed Sealed and Delivered)
 By _____)
 in the presence of _____)

Signed Sealed and Delivered)
 by _____)
 in the presence of _____)

Witness

Witness

Signed Sealed and Delivered)
 By _____)
 in the presence of _____)

Signed Sealed and Delivered)
 by _____)
 in the presence of _____)

Witness

Witness

PRIVACY ACT 1988

PART 4: CUSTOMER AUTHORITY AND ACKNOWLEDGMENT

AUSTRALIAN ROLLFORMING MANUFACTURERS PTY LTD (ABN 89 092 976 906) ("ARM")

Credit information that may be provided to a credit reporting agency

ARM may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- * to obtain a consumer credit report about me/us, and/or
* to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- * identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and drivers license number;
* my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
* the fact that ARM is a current credit provider to me/us;
* loan repayments which are overdue by more than 60 days, and for which debt collection has started;
* advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
* information that, in the opinion of ARM I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
* dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that ARM may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that ARM may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or ARM keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that ARM may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that ARM may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- * to assess an application by me/us for credit
* to notify other credit providers of a default by me/us
* to exchange information with other credit providers as to the status of my/our credit facility with ARM where I/we are in default with other credit providers
* to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the Privacy Amendment (Private Sector) Act 2000, ARM will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to ARM.

Signing to be signed by the Customer or all directors or partners of the Customer.

Form with signature lines for Sole Trader and director/partner.