



Phoenix Steel Sales Pty Ltd

ABN: 25 247 292 165

Head Office:

Address: 99 – 105 McDowell Street, Welshpool WA 6106

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Perth | Sydney | Brisbane | Townsville | Orange

CREDIT APPLICATION & TERMS OF TRADING AGREEMENT

PHOENIX STEEL SALES PTY LTD ACN 009 003 650

FIRST SCHEDULE

Account Request

All sections must be completed if applicable

REGISTERED NAME OF COMPANY OR FIRM.....

ABN..... ACN..... PHONE..... FAX.....

STRUCTURE OF TRADING ENTITY: COMPANY SOLE TRADER PARTNERSHIP TRUST

If trust, please provide copy of trust deed or provide following details:

Type of trust: Discretionary Unit Family Registered trust name.....

Name of Trustees empowered to pledge assets of trust.....

REGISTERED OFFICE ADDRESS (Not Box no)

MAIN BUSINESS ADDRESS

.....
.....
.....

NATURE OF BUSINESS.....NO. OF EMPLOYEES.....

PARENT, SUBSIDIARY OR ASSOCIATED COMPANIES.....

.....

BUSINESS TRADING NAME (if applicable).....

POSTAL ADDRESS (where account must be rendered, if different to main business address):

.....

EMAIL ADDRESS.....

PARTICULARS OF DIRECTORS / PARTNERS / PROPRIETORS

NAME	ADDRESS	D.O.B.

Have any of the above been registered under any part of the Bankruptcy Act, or under any insolvent administration?

No Yes If Yes give particulars.....

DATE COMPANY WAS REGISTERED OR COMMENCED BUSINESS.....
 AUTHORISED CAPITAL \$.....PAID UP CAPITAL \$.....NO. OF SHARES.....
 NAME OF BANK BRANCH..... HOW LONG WITH THIS BANK.....
 NAME OF ACCOUNTANT / TAX AGENT.....
 DATE OF LAST BALANCE SHEET (Please submit a copy).....
 BUSINESS PREMISES: OWNED LEASED

DOES THE CUSTOMER / BUSINESS ALREADY HAVE ANY SECURITY INTERESTS, MORTGAGES, OR
 DIRECTOR'S GUARANTEES, ETC OVER GIVEN ASSETS? YES NO

If Yes provide details.....

CREDIT LIMIT REQUIRED.....

ACCOUNTS PAYABLE CONTACTPHONE.....
 EMAIL ADDRESS.....

PURCHASING CONTACT.....PHONE.....
 EMAIL ADDRESS.....

DETAILS OF THREE TRADE REFERENCES:

NAME	ADDRESS	PHONE NO	FAX NO

TERMS OF TRADE

made between

PHOENIX STEEL SALES PTY LTD ACN 009 003 650 (Phoenix)

and

The Customer stated in the Schedule (the Customer)

BACKGROUND-

- A The Customer wishes to establish a credit trading account with Phoenix and pursuant to its desire to establish a credit trading account has submitted to Phoenix the information and particulars as set out in the First Schedule.
- B Phoenix agrees to extend a credit facility to the Customer and allow the Customer to establish a credit trading account with Phoenix upon the terms and conditions (the Terms and Conditions).

PRIVACY ACT DECLARATION BY DIRECTORS

In relation to this application to open an account submitted to Phoenix and to commercial credit extended should this Application be approved, each of the undersigned individuals hereby acknowledge and agree that, subject always to the provisions of the Privacy Act 1988, if you consider it relevant to assessing the application or whether to accept the individual as a guarantor for any commercial credit sought or extended or to collecting overdue payments, you may obtain from or provide credit to a credit reporting agency, another credit provider or other authorised party, a report containing personal information or personal consumer credit information of the type permitted by law and may use such information for any purpose allowed by law, including exchanging same with another credit provider for the purpose of assessing the applicant's credit worthiness or any application for credit or commercial credit lodged by the applicant.

Full legal description of Customer Signature by

Date.....

Name:
Being duly authorised to apply for credit from Phoenix and authorised to agree to the Terms and Conditions on pages 4-8

Office Use Only

Application approved:

Signature _____

Name: _____

Dated: _____

**TERMS AND CONDITIONS OF SALE
PHOENIX STEEL SALES PTY LTD**

1. SUPPLY OF GOODS AND/OR SERVICES

These Terms and Conditions shall apply to and form part of any contract for the supply of Goods and/or the performance of any Services by Phoenix Steel Sales Pty Ltd as trustee for the Phoenix Unit Trust trading as Phoenix Metal Group and its related entities (as defined by the Corporations Act 2001) (Phoenix).

2. Corrections

- 2.1 Phoenix reserves the right to correct any errors or omissions (including pricing) contained in any catalogue or publication issued by Phoenix and shall not be bound by any information contained therein.
- 2.2 All quotations provided by Phoenix are for indicative purposes only and do not constitute a binding offer to sell.
- 2.3 Any purchase order placed by the Customer pursuant to a quotation is not binding on Phoenix unless and until accepted by Phoenix in writing and/or delivery of the Goods and/or performance of the Services is effected.
- 2.4 Lead times quoted are estimates only based on the information available at the time of quotation and are subject to confirmation by Phoenix at the time of order placement.
- 2.5 All prices quoted by Phoenix are exclusive of GST.

3. PURCHASE ORDERS

- 3.1 Upon the placement of an order with Phoenix a purchase order must be submitted by the Customer showing order number, certificate number (if applicable) and full description of the Goods and/or Services. Reference to Phoenix's quotation number should also be included (where applicable).
- 3.2 To the extent that the Customer's terms and conditions are supplied with the Customer's purchase order (or any other documents), those terms and conditions will be of no legal effect and will not constitute any part of this Agreement (even if any of representative of Phoenix signs those terms and conditions or annexes such terms and conditions to the purchase order or other document).
- 3.3 The Customer is not entitled to cancel any purchase order issued to Phoenix without the express written consent of Phoenix. In the event Phoenix consents to the cancellation of a Customer purchase order the Customer shall:
 - (a) pay for the Goods delivered and/or Services performed by Phoenix in accordance with the purchase order prior to the date of cancellation;
 - (b) reimburse Phoenix for the cost of materials Phoenix ordered prior to the date of cancellation for the purpose of providing the Goods and/or performing the Services for which Phoenix is legally liable to accept;
 - (c) pay Phoenix for any other costs that Phoenix actually and reasonably incurred prior to the date of cancellation in the expectation of providing the Goods and/or performing the Services; and
 - (d) pay Phoenix twenty percent (20%) of the Price as fair and reasonable compensation for loss of profits and revenue.

4. DELIVERY

- 4.1 Unless otherwise expressly stated in writing, all Goods sold by Phoenix are sold on an ex-works basis (Incoterms 2020).
- 4.2 Phoenix is deemed to have delivered the Goods when the Goods are made available for collection by the Customer (or its agent), or upon loading at Phoenix's premises where Phoenix has agreed and at the Customer's sole cost and risk to effect delivery and/or to arrange freight to an address specified by the Customer.
- 4.3 The Customer shall be responsible for offloading the Goods from Phoenix's delivery vehicle.
- 4.4 Unless expressly agreed otherwise in writing Phoenix reserves the right to supply or deliver by instalments, and each instalment will be deemed to be sold under a separate contract. Failure to supply or deliver any instalment will not entitle the Customer to repudiate any legally binding agreement.
- 4.5 Phoenix will use its best endeavours to deliver the Goods and/or perform the Services by the Date for Delivery.
- 4.6 Phoenix shall not be liable to the Customer for any loss or damage (including consequential loss or damage whether liquidated or otherwise) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control. The Customer shall accept and pay for Goods notwithstanding late delivery.

5. ADDITIONAL CHARGES

- Phoenix reserves the right to charge the Customer for any costs, charges or expenses whatsoever that Phoenix may incur as a result of:
- (a) vehicle or wagon detention (to the extent the same is not caused or contributed to by Phoenix);
 - (b) demurrage on ships in consequence of any act or omission of the Customer; or
 - (c) any special requirements or stipulations of the Customer accepted by Phoenix but not expressly provided for under these Terms and Conditions.

6. STORAGE

If Phoenix notifies the Customer that the Goods are ready for delivery and the Customer requests Phoenix to hold the Goods on its behalf or refuses to accept delivery such Goods will be held by Phoenix at the Customer's sole cost and risk and Phoenix shall be entitled to charge a reasonable storage fee in respect of the Goods.

7. TITLE AND RISK

- 7.1 Title in Goods passes to the Customer upon payment of the Price by the Customer.
- 7.2 Risk in Goods passes to the Customer upon the Customer collecting the Goods from Phoenix's premises or the offloading of the Goods by the Customer from Phoenix's supply vehicle at Customer's premises.

8. RETURN OF STOCK ITEMS

- 8.1 Goods ordinarily sold as standard stock items by Phoenix may only be returned for credit to the Customer's account within fourteen (14) days of the date of delivery of the Goods; and then ONLY IF prior agreement is given by a duly authorised officer of Phoenix, the goods are undamaged, unused and in good and saleable condition.
- 8.2 Special order Goods or Goods not ordinarily sold as standard stock items by Phoenix are not returnable to Phoenix for credit under any circumstances whatsoever.
- 8.3 Goods accepted for credit by Phoenix will attract a restocking charge of twenty per cent (20%) of the Price to cover restocking and repacking charges. Such charges shall be deducted from the amount of credit allowed. The original invoice number and Customer purchase order number must accompany all Goods returned to Phoenix.

9. INTELLECTUAL PROPERTY

- 9.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to the Customer by Phoenix during tendering and at the time of establishing any contract will remain the exclusive property of Phoenix and are to be kept strictly confidential.
- 9.2 Phoenix warrants that:
- (a) the Goods supplied and/or Services performed by Phoenix and the license granted by it to the Customer (if any) do not infringe any intellectual property rights of any third party; and
 - (b) the Goods supplied and/or Services performed are not subject to any intellectual property rights of any third party that in any way restrict the rights of the Customer to use or sell the same.
- 9.3 The Customer acknowledges that Phoenix remains the owner of all pre-existing Company intellectual property and furthermore agrees that subject to clause 9.4 title in all (present and future) intellectual property created, discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods and/or performance of the Services under any contract created pursuant this Agreement, shall vest exclusively in Phoenix upon its creation (**Company IP**).
- 9.4 Phoenix acknowledges that the Customer remains the owner of all pre-existing Customer intellectual property (including any improvements, modifications or additions thereof), used in connection with the supply of the Goods and/or performance of the Services under any contract created pursuant to this Agreement (**Customer IP**).
- 9.5 Phoenix grants the Customer a non-exclusive, revocable, royalty free licence to use Phoenix IP to the extent necessary to enable the Customer to use, maintain, and/or repair the Goods supplied to the Customer by Phoenix under any contract created pursuant to this Agreement.

10. PERSONAL PROPERTY SECURITIES ACT 2009 (Cth)

- 10.1 Defined terms in this clause 10 have the same meaning as those given to them in the PPSA.
- 10.2 The Customer and Phoenix acknowledge that these Terms and Conditions constitute a Security Agreement for the purposes of s20 of the PPSA and gives rise to a Purchase Money Security Interest (**PMSI**) in favour of

Phoenix over the Goods supplied to the Customer as Grantor pursuant to this Agreement.

- 10.3 The Goods supplied or to be supplied under these Terms and Conditions fall within the PPSA classification of Other Goods acquired by the Customer pursuant to this Agreement.
- 10.4 The Customer will execute such documents and do such further acts as may be required by Phoenix to perfect the Security Interest granted to Phoenix under this Agreement and the PPSA by registration and ensure that until all of the obligations of the Customer are discharged and fully satisfied, Phoenix's Security Interest under this Agreement remains perfected and has priority over all other security interest in the Collateral (except for the Security Interests that Phoenix has expressly agreed to sub-ordinate).
- 10.5 The Customer undertakes that it will not, without the prior written consent of Phoenix (which it may grant in its sole discretion) change or permit the change of any of its details that are required to be included in the Financing Statement.
- 10.6 The Customer may not grant any Security Interest in all or any of the Goods except with the prior written consent of Phoenix (which may be withheld in its sole discretion).
- 10.7 The Customer agrees that Phoenix may apply to register its Security Interest in the Goods at any time before or after delivery of the Goods. The Customer irrevocably waives its rights under s157 of the PPSA to receive a notice of any Verification Statement in respect of Phoenix's Security Interest under this Agreement.
- 10.8 The parties contract out of each provision of the PPSA which, under s115(1) of the PPSA, they are permitted to contract out of.
- 10.9 Each party waives its rights to receive each notice which, under s157(3) of the PPSA, it is permitted to waive.
- 10.10 Each party waives its rights to receive anything from any other party under s275 of the PPSA.
- 10.11 The Customer acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the Security Interest granted to Phoenix under this Agreement.

11. DEFAULT

- 11.1 Should the Customer fail to make due payment for any Goods and/or Services supplied by Phoenix, or being a natural person commit an act of bankruptcy, or being a corporation by act of omission enable the appointment of a scheme manager, trustee, official manager, receiver, receiver and manager, liquidator, administrator or any other person authorised to enter into possession of the assets of the Customer pursuant to a mortgage or other security (**Default**) Phoenix may, without prejudice to any other rights it may have, do any or all of the following:
- (a) withdraw any credit facilities which may have been extended to the Customer;
 - (b) withhold any further deliveries of Goods and/or performance of any Services required under any contract;
 - (c) in respect of Goods already delivered, enter onto the Customer's premises to recover and resell same for its own benefit;
 - (d) suspend and/or terminate the performance of any contract which Phoenix has with the Customer.

11.2 In the event Phoenix terminates any contract pursuant to sub-clause 11.1(d) the rights and remedies available to Phoenix shall be the same as if the Customer repudiated the contract as a whole and Phoenix shall be entitled to recover all loss (including consequential loss), costs, damages and liabilities incurred by Phoenix as a result of such termination.

12. INDEMNITY

Without prejudice to any other rights Phoenix may have, the Customer shall indemnify Phoenix for any loss, costs, damages or liabilities incurred by it should the Customer breach any term of these Terms and Conditions or commit a Default as defined under clause 11.

13. LIMITATION OF LIABILITY

13.1 Despite any other provision of these Terms and Conditions but subject to clause 13.2, and to the maximum extent permitted by law Phoenix's liability:

- (a) under, or arising out of, or in connection with these Terms and Conditions;
- (b) otherwise at law or in equity including:
 - i. by statute to the extent permitted by law;
 - ii. in tort for negligence or otherwise; or
 - iii. on any other basis whatsoever,

shall not exceed 100% of the purchase price for the Goods or Services.

13.2 Notwithstanding any other provision of these Terms and Conditions, and to the maximum extent permitted by law, Phoenix has no liability to the Customer nor will the Customer be entitled to make any claim against Phoenix in respect of any indirect or consequential loss incurred or sustained by the Customer (whether arising under these Terms and Conditions, any contract, in tort, at law, in equity or otherwise).

13.3 The provisions of this clause 13 shall survive termination of these Terms and Conditions for any reason.

14. FITNESS FOR PURPOSE

The Customer agrees that it does not rely in the skill or judgement of Phoenix in relation to the suitability of any Goods and/or Services for a particular purpose unless it has indicated that purpose in writing to Phoenix and Phoenix has acknowledged that the Goods and/or Services will be fit for that purpose.

15. WARRANTY AND CLAIMS

15.1 To the maximum extent permitted by law all terms and warranties which would otherwise be implied under the Competition and Consumer Act 2010 (Cth) or any other applicable statute, the common law, equity, trade, custom, usage or otherwise in relation to the Goods or Services or in connection with these Terms and Conditions are expressly excluded.

15.2 The Customer shall inspect the Goods immediately upon delivery and, if the Goods are damaged or not otherwise in conformity with the contract relating to their supply, shall give written notice to Phoenix of the allegations and details in respect thereof within seven (7) days of delivery.

15.3 The Goods the subject of a notice referred to in clause 15.2 shall be preserved intact and made available for inspection by Phoenix. If the Goods are not so left in the state and condition in which they were delivered, the Customer shall be deemed to have accepted the Goods and shall pay the purchase price for these Goods.

15.4 Within a reasonable period of receipt of the notice referred to in clause 15.2 Phoenix may, at its option:

- (a) replace the Goods or supply equivalent Goods;
- (b) pay the cost of replacing the Goods or purchasing equivalent Goods;
- (c) re-supply the Services; or
- (d) pay the cost of having the Services re-supplied.

15.5 On written request from Phoenix, Goods which have been replaced pursuant to clause 15.4 shall be made available to Phoenix and shall be the property of Phoenix.

15.6 No goods may be returned to Phoenix without the prior written consent of Phoenix. If goods are returned without the prior written consent of Phoenix, Phoenix may return those goods to the Customer at the Customer's cost and risk.

15.7 Notwithstanding any other provision of these Terms and Conditions, and to the maximum extent permitted by law, Phoenix has no liability to the Customer nor will the Customer be entitled to make any claim against Phoenix for loss and damage incurred or sustained by the Customer arising out of or in connection with any defect, including the cost of rectification of defects, searching for the cause of any defect, dismantling, removal, transport, repair, reinstallation, retesting and similar costs (whether arising under these Terms and Conditions, any contract, in tort, at law, in equity or otherwise).

15.8 Clause 15.5 shall survive termination of these Terms and Conditions.

15.9 The Customer agrees that no warranty is given under clause 15.1 in respect of defects in the Goods or Services caused by:

- (a) failure to handle, store, install, maintain or repair the Goods in an appropriate manner after delivery;
- (b) failure to use the Goods in the manner for which they were designed;
- (c) normal wear and tear; or
- (d) alterations to the Goods made without the prior written consent of Phoenix.

16. PAYMENT

16.1 The extension of credit shall be at the absolute discretion of Phoenix and where extended unless otherwise advised in writing shall require payment by net cash strictly within thirty (30) days from the end of the invoiced month.

16.2 Time shall be strictly of the essence in relation to payment of invoices.

16.3 Without in any way limiting Phoenix's right to require payment in full on the due date, Phoenix may charge interest on overdue accounts at the rate of 15% per annum for each day that the account remains overdue.

16.4 The Customer agrees that Phoenix shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Customer (and where the Customer is a company, its Directors) in order to assess the Customer's credit worthiness.

16.5 Any expenses, costs or disbursements incurred by Phoenix in recovering or attempting to recover any

outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value, plus out of pocket expenses.

16.6 The directors/shareholders of the Customer do hereby jointly and severally guarantee payment of the account and to enter into a written guarantee used by Phoenix should such guarantee be required.

16.7 The Customer charges the land upon which the Goods are situated or the Services provided as well as any other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon being required to do so by Phoenix to enter into a mortgage to be prepared by Phoenix's solicitors on the terms and conditions as Phoenix's solicitor shall think fit to secure any sum due hereunder and the Customer further agrees and permits and authorises the Customer to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the agreement.

17. DELAY

Phoenix shall not be liable to the Customer for any loss injury or damage caused by any delay in the production manufacture or delivery of the Goods or the provision or delivery of Services if such delay is caused or occasioned by circumstances and events outside the direct or indirect control of Phoenix.

18. DISPUTES

Procedure for resolving disputes.

- (a) The parties agree that all disputes relating to or arising out of this Agreement must be resolved in accordance with this clause 18.
- (b) If a dispute arises then either party may give notice to the other party that must:
 - i. be in writing;
 - ii. state that it is a notice under this subclause 18; and
 - iii. include or be accompanied by reasonable particulars of the dispute.
- (c) If a notice is given under subclause 18(b), then a senior management representative or equivalent of each of the parties (who must be capable of binding each party) must meet at least once within five (5) business days of receipt of the notice under subclause 18(b) (or such other time as the parties may agree) and use reasonable endeavours acting in good faith to resolve the dispute.
- (d) If the dispute is not resolved by the senior management representatives within the period referred to in subclause 18(c), either party may commence proceedings for the resolution of the dispute.

19. CHANGE OF OWNERSHIP – REGISTERED PARTICULARS

The Customer shall no later than 14 days prior to any proposed changes of ownership, change in legal particulars, alteration, addition to the shareholding or directorship, notify Phoenix of the proposed change, alteration or addition, to the Customer and the Customer shall be liable for any Goods supplied and/or Services performed by Phoenix after such change, alteration or addition unless Phoenix acknowledges in writing acceptance of the intending change, alteration or addition.

20. ASSIGNMENT

The Customer may not assign its rights or obligations under these Terms and Conditions without Phoenix's prior written consent, which Phoenix may give or refuse in its sole discretion.

21. JURISDICTION

The Customer submits to the sole and exclusive jurisdiction of the Courts of Western Australia. All disputes between Phoenix and the Customer that cannot be resolved shall be submitted for determination to a court situated in Western Australia.

22. SEVERABILITY

Any part of these Terms and Conditions shall be capable of severance without affecting any other part.

23. DEFINITIONS

Unless terms are elsewhere defined in these Terms and Conditions the following terms shall have the following meanings:

Date for Delivery means the date upon which the Goods are due to be made available for collection by, or delivered to, the Customer as confirmed by Phoenix in writing upon receipt of order placement by the Customer.

Goods means the goods, if any, described on the purchase order which has been accepted by Phoenix.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Price means the price set out in the purchase order as accepted by Phoenix in writing, and any and all other costs and charges not specifically referenced on the purchase order but which are incurred by Phoenix or incidental to the supply of the Goods and/or performance of the Services and specified as additional and/or recoverable costs pursuant to these Terms and Conditions of Sale.

PPSA means the Personal Property Securities Act 2009 (Cth).

Services means the services, if any, described on a purchase order which has been accepted by Phoenix.

THIS GUARANTEE is made the _____ day of _____

In favour of Phoenix Steel Sales Pty Ltd ACN 009 003 650 (Phoenix)

BY

..... (Full Name of Guarantor)
..... (Address of Guarantor)
.....
.....

..... (Full Name of Guarantor)
..... (Address of Guarantor)
.....
.....

OPERATIVE PROVISIONS

Guarantee

1. In consideration of Phoenix extending credit facilities to _____ (the Customer) in accordance with the Customer's Credit Application and Phoenix's Terms and Conditions entered into between Phoenix and the Customer the Guarantor guarantees the payment to Phoenix of all monies owing by the Customer to Phoenix in respect of goods and materials supplied and services rendered by Phoenix to the Customer. The Guarantor agrees that this guarantee shall continue and remain in force until such time as all monies owing by the Customer to Phoenix have been paid in full by the Customer to Phoenix.

Enforcement expenses

2. The Guarantor agrees to pay to Phoenix the reasonable costs and expenses incurred by Phoenix in enforcing this guarantee (including costs incurred by Phoenix's staff and Phoenix's facilities and any legal costs incurred by Phoenix on a solicitor cost basis).

Security

3. The Guarantor charges all the Guarantor's real property with payment of all monies owing by the Customer to Phoenix and the Guarantor consents to a caveat being lodged over all the Guarantor's property by way of such security at the Guarantor's cost.

Acknowledgments

- 4. The Guarantor acknowledges that:
 - 4.1 Before signing this guarantee the Guarantor received and read a copy of Phoenix's Credit Application and Terms of Trading Agreement pursuant to which Phoenix extended credit facilities to the Customer;
 - 4.2 The Guarantor has received or has had the opportunity of receiving independent legal and financial advice on the Guarantor's obligations under this guarantee ; and
 - 4.3 The Guarantor is aware of the financial position of the Customer.

Phoenix's rights are protected

5. Should a trustee in bankruptcy or liquidator require Phoenix to refund a payment which it has received from the Customer then the Guarantor must then pay to Phoenix such amount refunded by Phoenix to such trustee in bankruptcy or liquidators as if payment had not been made by the Customer to Phoenix. This applies despite anything to the contrary in this guarantee.

Executed as a Deed

SIGNED by the Guarantor _____
in the presence of:

Witness Signature : _____
Witness Name: _____
Address: _____
Occupation: _____

SIGNED by the Guarantor _____
in the presence of:

Witness Signature : _____
Witness Name: _____
Address: _____
Occupation: _____