



## APPLICATION FOR A COMMERCIAL TRADING ACCOUNT

### THE STEEL-LINE GROUP

**Steel –Line Garage Doors Australia Pty Ltd** ABN 52 124 164 003

Trading as  
Steel-Line Garage Doors  
All-West Garage Doors  
All Vehicle Access  
Kennedy Garage Doors  
Doorland  
Industrial Hy-Tech Garage Doors  
Jeff Lauga Garage Doors  
Rosssdoor  
Territory Roller Doors & Shutters  
Active Door Service

**Mirage Industries Pty Ltd** ABN 62 004 474 462

Trading as  
Mirage Doors

**Boss Garage Door Operators Australia Pty Ltd** ABN 96 124 399 677

Trading as  
Boss Garage Door Operators

**Perth Windsor Doors Pty Ltd** ABN 41 092 508 499

Trading as  
Morestyle Garage Doors

**Quokka Garage Doors Pty Ltd** ABN 52 101 198 574

Trading as  
Custom Garage Doors

**Accent Garage Doors Pty Ltd** ABN 94 002 082 206

Business Unit \_\_\_\_\_

Date: \_\_\_\_\_

Payment Terms \_\_\_\_\_ (30 day/ 14 day/7day/COD/CBD)

The information set out below supports the application for a commercial credit account with The Steel-Line Group ("Supplier") for the supply of goods as per the terms and conditions included in this Application. These terms and conditions may be varied from time to time. The Steel-Line Group reserves the right to accept or reject this application in its absolute discretion.

**Applicant Details:**

Registered Name: \_\_\_\_\_

Trading Name (trading as): \_\_\_\_\_

A.B.N. \_\_\_\_\_ A.C.N. \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Type of Business:        ( ) Company            ( ) Individual/Sole Trader  
                                  ( ) Partnership        ( ) Other: \_\_\_\_\_ (Provide Details)

Business Address: \_\_\_\_\_ Suburb \_\_\_\_\_  
                                  State \_\_\_\_\_ Post Code \_\_\_\_\_

Postal Address: \_\_\_\_\_ Suburb \_\_\_\_\_  
                                  State \_\_\_\_\_ Post Code \_\_\_\_\_

Delivery Address: \_\_\_\_\_ Suburb \_\_\_\_\_  
                                  State \_\_\_\_\_ Post Code \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Contact (Accounts): \_\_\_\_\_ Telephone (Accounts): ( ) \_\_\_\_\_

Email (Accounts): \_\_\_\_\_ Fax (Accounts): ( ) \_\_\_\_\_

Credit Requested: \$ \_\_\_\_\_ (Monthly Credit Required)

Date Business Commenced: \_\_\_\_\_ How Long in Business Under Present Ownership: \_\_\_\_\_ (Years)

**Bank Details:**

Account Name: \_\_\_\_\_

B.S.B. No.: \_\_\_\_\_ Account No.: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

**Full Names of Directors / Partners / Proprietors / Guarantors:**

<b>Full Name:</b>	<b>Private Address:</b>	<b>BSA Licence Number:</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Trade References (minimum 3 trade references required):**

<b>Name:</b>	<b>Phone:</b>	<b>Fax:</b>
1. _____	( ) _____	( ) _____
2. _____	( ) _____	( ) _____
3. _____	( ) _____	( ) _____

Provide details when answered "Yes" to the following questions:

1. Are there any court actions outstanding against the applicant? YES / NO

2. Has the applicant given any guarantees / indemnities in respect to other parties? YES / NO

The Applicant and the signatories below acknowledge receipt of a copy of this agreement. Also, the Applicant and the signatories below acknowledges they have READ and are bound to the Terms and Conditions for Trade in this agreement upon written acceptance by The Steel-Line Group of this application.

Signature of Applicant (1): \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature of Applicant (2): \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

## DEED OF GUARANTEE & INDEMNITY

### INTERPRETATION

In this Deed:

- "Company" means The Steel-Line Group - Steel-Line Garage Doors Australia P/L, Mirage Industries P/L, Boss Garage Door Operators Australia P/L, Perth Windsor Doors P/L, Quokka Garage Doors P/L & Accent Garage Doors P/L.
- "Debtor" means the person or entity described as the "Applicant" in the accompanying for Establishment of Credit Account
- "Guarantor" means the person(s) providing this guarantee and indemnity named below.

### BACKGROUND

- A. The Debtor has requested that the Company supply goods and/or services to it on credit.
- B. The Debtor and the Company propose to enter into a credit contract at the request of the Guarantor ("the Contract") to regulate the terms under which the company will supply goods and/or services to the Debtor.
- C. The Guarantor is aware of the Debtor's obligations to the company under the Contract and other wise agrees to provide this guarantee and indemnity with respect to the Debtor's obligations to the Company, on the terms and conditions of this Deed.

### OPERATIVE

1. The Guarantor unconditionally guarantees to the Company the due and punctual:
  - a. payment of the Guaranteed moneys, being all:
    - i. present or future indebtedness of the Debtor to the Company either alone or in conjunction with any other person under the Contract or on any account whatever;
    - ii. other liabilities of the Debtor to the Company. Present or future, actual or contingent; and
  - b. performance of the Debtor's obligations under the contract.
2. The Guarantor shall make any payments due to the Company under this Deed on demand to, as directed by, the Company.
3. The Guarantor unconditionally indemnifies the Company against any claim, loss or damage the Company may suffer as a result of:
  - a. the Debtor failing to pay any account due to the Company or failing to perform any of its obligations under the Contract;
  - b. the Debtor obligations under the Contract being unenforceable in whole or in part; and
  - c. the Guaranteed Moneys being, in whole or in part, not recoverable from the Debtor or having been recovered are repaid or restored for any reason.
4. The Guarantor is deemed to be a principal debtor jointly and severally liable with the Debtor to discharge the Debtor's obligations to the Company referred to in this Deed.
5. This Deed is continuing security regardless of any settlement of account, intervening payment or anything else, and is irrevocable until Discharged in accordance with its terms.
6. The Guarantor's obligations under this Deed are not affected by any act, omission, matter or thing which but for this clause might affect Guarantor's obligations in whole or in part, including, without limitation;
  - a. the grant to the Debtor or any person of any waiver of there indulgence or concession or a whole or partial discharge or release of the Debtor or any other person.
  - b. the bankruptcy or death of, the winding up of or the appointment of any administrator to the Debtor or any other person;
  - c. the making, variation, replacement, discharge or transfer of any agreement, transaction or arrangement between the Debtor and the Company, including the contract;
  - d. the opening of a new account by the Debtor with the Company; or
  - e. the Debtor's obligations under the Contract being or becoming wholly or partially void, voidable or enforceable.
7. Where the Guarantor consists of more than one person, the obligations of each Guarantor under this Deed:
  - a. are joint and several; and
  - b. are not affected by the failure of all persons comprising the Guarantor to execute the Deed or this Deed being unenforceable against any of them.
8. The Company may give a formal discharge of this Deed if it is satisfied that the obligations of the Debtor and the Guarantor have been Satisfied in full and it has, and will have, no further obligation to provide goods and/or services on credit to the Debtor.
9. The Guarantor indemnifies the Company against, and shall pay the Company on demand the amount of all losses, costs, expenses (including Legal expenses on a full indemnity basis) and taxes (including goods and services tax) in connection with;
  - a. the execution and stamping of this Deed;
  - b. the enforcement or attempted enforcement of any the Company's right under this Deed of the Contract; and
  - c. the recovery or attempted recovery of any moneys under the contract or this Deed.
10. The Guarantor hereby charges:
  - a. all of the Guarantor's freehold and leasehold interest in land, including land which the Guarantor, after the date of the Agreement, obtains an interest and
  - b. all the Guarantor's personal property;  
as security of the performance by the Guarantor of its obligations under this Deed, including due payment to the Company to all moneys that may become payable to the Company arising out of the subject matter of this Deed.
11. If requested by the Company, the Guarantor must promptly deliver an executed mortgage, or such other instrument of security as the Company may require, in registrable form to secure the charge.
12. The Guarantor agrees to:
  - a. the Company lodging a caveat over the Guarantor's real property to secure the Guarantor's interest in the land; and
  - b. pay all stamp duty, registration fees and other costs (including legal costs) which the Company incurs in lodging, releasing or withdrawing a caveat.

I/we understand the nature, terms and extent of this guarantee and indemnity provided by me/us and further acknowledge that I/we obtain independent legal advice prior to executing this Deed.

Executed as a Deed

SIGNED, SEALED AND DELIVERED BY

In the presence of:

\_\_\_\_\_  
Witness (Name printed)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Name printed) Guarantor (Signature)

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

SIGNED, SEALED AND DELIVERED BY

In the presence of:

\_\_\_\_\_  
Witness (Name printed)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Name printed) Guarantor (Signature)

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## PRIVACY ACT 1988 (CTH)

### DISCLOSURE DOCUMENT

The Steel-Line Group, comprising of Steel-Line Garage Doors Aus P/L ABN 52 124 164 003, Accent Garage Doors P/L ABN 94 002 082 206, Mirage Industries P/L ABN 62 004 474 462, BOSS Garage Door Operators Aus P/L ABN 96 124 399 677, Perth Windsor Doors P/L ABN 41 092 508 499 and Quokka Garage Doors ABN 52 101 198 574 is required under the Privacy Act 1988 (Cth) to make you aware of the following matters relevant to the collection of information about an individual in accordance with the National Privacy Principles:

1. You will be doing business with The Steel-Line Group ("Steel-Line") and your Steel-Line Representative will have provided you contact details for the relevant Steel-Line Office which you will be dealing with.
2. You are able to gain access to any personal information collected by us.
3. The information is collected for the purpose of your application for the credit account and the approval by us of that account as well as the management of that account.
4. The organisations to which we usually disclose information of the kind collected for you are other credit providers and credit reporting agencies.
5. The main consequences for you if all or part of the information requested for your application for credit account is not provided is that we may decide not to accept your application

PLEASE SIGN THE PRIVACY ACT CONSENT FOR WHICH IS REQUIRED TO BE SIGNED BY LAW FOR STEEL-LINE TO OBTAIN AND USE INFORMATION RELATED TO YOUR CREDIT ACCOUNT

#### 6. PRIVACY ACT CONSENTS/APPROVALS

6.1 Under section 18E (8) (c) of the Privacy Act 1988 ("the Act"), Steel-Line is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to such an agency is covered by section 18E(1) of the Act

6.2 I/We agree that Steel-Line may give to and seek from any credit providers including (but not limited to) and credit provider

- i. named in this application for commercial credit;
- ii. that may be named in a credit report on me/us issued by a credit reporting agency;
- iii. to which I/We have applied for credit or commercial credit; or
- iv. to which I/We have guaranteed or have offered to guarantee repayment of credit or commercial credit any information about my/our domestic and/or commercial credit arrangements with those credit providers

- 6.3 I/We understand and agree that this exchange of information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act including information about my/our commercial credit worthiness, standing, history or capacity.
- 6.4 I/We understand the information may be used for the following purpose:
- i. to assess a credit application by me/us and my/our credit worthiness (including a commercial credit application and commercial credit worthiness) or to assess me/us as guarantor(s) of a credit and/or commercial credit application made by another person;
  - ii. to notify other credit providers of a default by me/us;
  - iii. to collect any overdue payments;
  - iv. to allow Steel-Line to exchange information with other credit providers as to the status of my/our commercial credit arrangements with you where I am/We are in default with other credit providers; and
  - v. generally to monitor my/our credit or commercial credit arrangements with other credit providers (sections 18N(1) (b) and (1A) of the Act).
- 6.5 If Steel-Line considers it relevant to assessing my/our application of commercial credit, I/We agree to Steel-Line obtaining from a credit reporting agency a credit report containing domestic credit information about me/us in relation to commercial credit provided by Steel-Line (sections 18K(1) (b) and (1A) of the Act).
- 6.6 If Steel-Line considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/We agree to Steel-Line receiving from a credit reporting agency a credit report containing domestic information about me/us in relation to collecting such overdue payments (section 18K(1) (h) of the Act).
- 6.7 We authorise any person or body carrying on a business or undertaking involving:
- i. The provisions of information about the commercial credit worthiness of persons;
  - ii. The collection of debts on behalf of others;
  - iii. The provision of legal advice (where legal advice in respect of credit provided to me/us is being sought by Steel-Line) to seek access to any credit report or any other information which is bearing on my/our credit worthiness, credit standing, credit history or credit capacity which is or any other information which has bearing on m/our credit worthiness, credit standing, credit history or credit capacity which is or has been the possession or control of Steel-line (section 18N (1) (ga) of the Act).
- 6.8 I/We agree that Steel-line may seek from a domestic credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for the credit-applied or commercial credit for, or provided to the applicant named above. I/We agree that if Steel-line approves the applicant's application for credit or commercial credit, this agreement remains in force until the credit account or commercial credit account covered by this application ceases and has been repaid in full (section 18K(1) (c) of the Act).
- 6.9 I/We agree that Steel-line may give to and seek from any credit providers information as is specified in relation to the applicant named above (section 18N(1)(b) and (1A) of the Act).
- 6.10 I/We agree to Steel-line obtaining a report about my/our commercial activities or commercial credit worthiness from a business or undertaking that involves the provision of information on the commercial credit worthiness of persons (section 18L(4) and (4A) of the Act).
- 6.11 I/We acknowledge that at the time that I/We provided to Steel-line any personal information, we have been made aware of the identity of Steel-line and how they could be contacted, the fact that I/We gain access to the personal information, the purposes for which the information is collected, the organisation to which Steel-line usually discloses information of that kind, and the main consequences if all or part of that information is not provided in accordance with clause 1.3 of the National Privacy Principles.
- 6.12 I/We consent to the use or disclosure of any personal information provided to Steel-line for any purpose whether it is related to the primary purpose of collection of the information or not. Provided that such purpose is either directly or indirectly connected to credit account and its management either in the event of default by me/us or otherwise.
- 6.13 I/We agree that if any personal information provided to Steel-line is accurate, incomplete or not up to date, or such personal information becomes inaccurate, incomplete or not up to date at a later time, I/We shall inform Steel-line of the changes that need to be made to the information.

**ACKNOWLEDGEMENT AND CONSENT**

I/We acknowledge that Steel-line may provide information about me/us to a credit reporting agency and agree and consent to Steel-line exercising the rights set out in this credit application in respect of the Act. I/We also agree to comply with terms and conditions of the trading.

DATED this                    day of                    Year

SIGNATURE OF APPLICANT: \_\_\_\_\_ Please Print Name \_\_\_\_\_

WITNESS: \_\_\_\_\_ Please Print Name \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_ Please Print Name \_\_\_\_\_

WITNESS: \_\_\_\_\_ Please Print Name \_\_\_\_\_

SIGNATURE OF GUARANTOR: \_\_\_\_\_ Please Print Name \_\_\_\_\_

WITNESS: \_\_\_\_\_ Please Print Name \_\_\_\_\_

SIGNATURE OF GUARANTOR: \_\_\_\_\_ Please Print Name \_\_\_\_\_

WITNESS: \_\_\_\_\_ Please Print Name \_\_\_\_\_

## CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES AND THE PROVISION OF CREDIT

1. The parties acknowledge that these conditions:
  - a. regulate the provision of credit from The Steel-Line Group ("the Supplier") to the Applicant named in the application for establishment of a commercial credit account ("the Client"); and
  - b. apply to any contract or agreement between the Supplier and the Client for the supply of goods and/or services to the Client; and
  - c. are to be read as subject to the conditions of any other written contract or agreement between the Supplier and Client to the extent of any inconsistency.
2. Subject to these conditions, the Supplier agrees to supply goods and/or services to the Client on credit for the amount as is notified by the Supplier to the Client ("the Credit Limit").
3. The Supplier may, at its discretion and at any time:
  - a. Vary this Agreement by notice in writing to the Client at the address last notified to the Supplier;
  - b. Vary the Credit Limit; and
  - c. Withdraw credit without notice to the Client.
4. The Supplier may at any time, issue an account statement to the Client setting out:
  - a. the price for all goods and services supplied to the Client up to and including the date of the statement inclusive of GST;
  - b. any payments made to the Supplier by the Client;
  - c. amounts authorised by the Client to be charged to the account;
  - d. any fees, charges or taxes paid or payable to the Supplier in connection with the establishment or operation of the account;
  - e. any credit charges or interest owing by the Client.
5. The Client must pay the Supplier the amount stated in any account statement without deduction within 30 days of the date of issue of the account statement.
6. If the Client fails to pay any amount due to the Supplier under this Agreement by the time for payment, the Client must pay the Supplier interest on the unpaid amount at the rate 21% pa, calculated on a daily basis from the time of payment until the date the unpaid amount is paid.
7. Where the supplier supplies goods to the Client:
  - a. property in all goods does not pass the Client until all amounts due to the Supplier in respect of the goods are paid to the Supplier;
  - b. the Client acknowledges that the installation of any goods sold to the Client does not render such goods fixtures and that the parties intend that goods shall be capable of removal by the Supplier until property in the goods passes to the Client;
  - c. where any payment is not paid to the Supplier within the time for payment, the Supplier, and its agents or employees, may enter on to the place where the goods are stored and remove the goods;
  - d. the Client must not sell, dispose, assign or encumber the goods (by mortgage, lien, charge or otherwise) without the consent of the Supplier;
  - e. the Supplier shall deliver the goods at the place for delivery nominated by the Client; and
  - f. the goods are at the Client's risk upon delivery by the Supplier at the place for delivery nominated by the Client notwithstanding whether the goods have been receipted, accepted or acknowledged by the Client;
  - g. if the Client disposes of the goods in any way before payment in full of all amounts owing to the Supplier then the Client holds any moneys received by the Client on trust for the Supplier.
8. To the extent permitted by law, the Supplier's liability with respect to the supply of defective or faulty goods is limited to:
  - a. the replacement or repair of goods; or
  - b. the payment of the costs of replacing the goods or supply of equivalent goods.
9. Where the supplier installs goods, the Supplier and Supplier's officers, agents and employees, shall not be liable for any losses, costs or damages, with respect to existing property on or about the place where the goods are installed, and whether as a result of negligence, breach or statutory duty or otherwise.
10. The Client must indemnify the Supplier, and the Supplier's officers, agents and employees, against claims in respect of personal injury or death, or loss of damage to any property, whether as a result of negligence, breach of statutory duty or otherwise, which arise out of, or are a consequence of any act or omission of the Client.
11. If the:
  - a. Client defaults under any term of this Agreement; or
  - b. Supplier has reasonable grounds to believe that any information supplied by the client to the Supplier for the purpose of this Agreement or otherwise is false or misleading the Supplier may terminate this Agreement and the balance of the Client's account the Supplier may terminate this Agreement and the balance of the Client's account together with all the moneys payable by the client to the Supplier shall become immediately due and payable notwithstanding that the time for payment under clause 5 has not yet expired.

12. The Supplier may refuse to supply goods and/or services to the client until all amounts due to the Supplier has been in full.
13. The Client hereby charges separately:
  - a. all the Client's freehold and leasehold interest in land, including land which the client, after the date of this Agreement, obtains an interest in; and
  - b. all of the Client's personal property; as security for the performance by the Client of its obligations to the Supplier under this Agreement and otherwise, including due payment to the Supplier of all moneys that may become payable to the Supplier arising out of the subject matter of the Agreement.
14. The charges created by clause 14 are separate charges over the Client's property and in the event that either charge is void Or enforceable then such charge will be severable from this Agreement and does not affect validity of the other charge.
15. If requested by the Supplier, the Client must promptly deliver an executed mortgage, or such other instrument of security as the Supplier may require, in registrable form as additional security.
16. The Client agrees to further to:
  - a. the Supplier lodging a caveat over the Client's title to any freehold and leasehold interest in land; and to secure the Supplier's interest in the real property
  - b. Pay all stamp duty, registration fees and other costs (including legal costs) which the Supplier incurs in lodging, releasing Or withdrawing a caveat.
17. The Client must pay to the Supplier all debt collection costs, including any legal fees on a solicitor and own client basis, Associated with recovery or the attempted recovery of an amount due to the Supplier under this Agreement.
18. The Client agrees to accept service of any legal process by pre-paid post addressed to the Client as its registered office in Case of a company, or in the case of a person at the address appearing on the application (or last address notified in writing to Supplier).
19. If the sale of any goods of the supply of any service by the Supplier is a taxable supply within the meaning of the A New Tax System (Goods and Services) Tax Act 1999 (Cth) the Client will pay to the Supplier and GST applicable to the sale or supply in addition to the cost of the goods or service.
20. The Agreement for the supply of goods is deemed to have been entered into the State if Queensland. Any legal action arising out of or in respect of this Agreement shall be brought in the courts of Brisbane in the State of Queensland and the Client irrevocably submits to the jurisdiction of such courts.

SIGNED AS AN AGREEMENT

Signed for and on behalf of the Client:

\_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed for and on behalf of the Supplier:

\_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

For Office Use Only

## CREDIT CHECK

A/C NO.-----

DATE -----

CUSTOMER -----

TRADE REFERENCE FROM -----

ACCOUNT OPENED ----- PAYMENT TERMS -----

CREDIT LIMIT -----

AVG MONTHLY PURCHASES ----- PAYMENT RECORD -----

COMMENTS

-----

A/C NO.-----

DATE -----

CUSTOMER -----

TRADE REFERENCE FROM -----

ACCOUNT OPENED ----- PAYMENT TERMS -----

CREDIT LIMIT -----

AVG MONTHLY PURCHASES ----- PAYMENT RECORD -----

COMMENTS

-----

A/C NO.-----

DATE -----

CUSTOMER -----

TRADE REFERENCE FROM -----

ACCOUNT OPENED ----- PAYMENT TERMS -----

CREDIT LIMIT -----

AVG MONTHLY PURCHASES ----- PAYMENT RECORD -----

COMMENTS

-----

THE FOLLOWING MUST BE COMPLETED BY BRANCH

SUPPLY ONLY.....(TICK).....

DISCOUNT A -----

SUPPLY & INSTALL.....(TICK).....

DISCOUNT B&C -----

-----

REP NAME & CODE -----

DISCOUNT SOH -----

CREDIT LIMIT REQUESTED \$-----

DISCOUNT REMOTES -----

ACCOUNT CATEGORY .....

SPECIAL PRICES -----

BRANCH MANAGER APPROVED -----