



# BX GROUP

BX BUNKA AUSTRALIA Pty Ltd

## APPLICATION FOR A COMMERCIAL TRADING ACCOUNT

Steel-Line Garage Doors Australia Pty Ltd	ABN 52 124 164 003
Steel-Line Automation	ABN 52 124 164 003
Steel-Line Garage Doors (WA)	ABN 41 092 508 499
Misiv P/L trading as Dynamic Door Service	ABN 51 109 750 950
Arco Qld P/L	ABN 27 108 275 896
Retrotech Door Service	ABN 27 108 275 896
Max Door Solutions	ABN 82 146 466 828
Doorworks Australia P/L	ABN 69 152 593 167

Branch ----- Date -----

**Payment Terms 30 Day Account**

## BX Bunka Trading Terms

This application form is for a 30-day Commercial Credit Account with BX Bunka Group.

30 Day terms are conditional upon payment being made on the due date, 30 days from EOM.

The credit limit value amounts to **both the orders placed and invoiced jointly**. This limit must not be exceeded.

To Steel-Line Garage Doors Pty Ltd ABN 52 124 164 003, Steel-Line Automation ABN 52 124 164 003, Steel-Line Garage Doors WA ABN 41 092 508 499, Misiv P/L trading as Dynamic Door Service ABN 51 109 750 950, Arco Qld P/L ABN 27 108 275 896, Retrotech Door Services ABN 27 108 275 896, Max Door Solutions ABN 82 146 466 828 and Door Works Australia P/L ABN 69 152 593 167(hereafter called The BX Bunka Group)

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 BX Bunka Group reserves the right to accept or reject this Application in its absolute discretion.

**Applicant Details:**

Company ☐ Individual/Sole Trader ☐ Partnership ☐ Trust ☐ (a copy of the Trust Deed must be provided or this Application for a Commercial Trading Account will not be accepted by The BX Bunka Group)

Other: ☐ (Provide Details) \_\_\_\_\_

Trading Name: \_\_\_\_\_

Legal Name: (if different to above): \_\_\_\_\_

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

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

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: \_\_\_\_\_

**Details of Partners, Trustee or Proprietor**

1. Full Name: \_\_\_\_\_

**Details of Directors (If Proprietary Company)**

1. Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

Suburb: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

BSA License # \_\_\_\_\_

BSA License # \_\_\_\_\_

2. Full Name: \_\_\_\_\_

2. Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

Suburb: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

BSA License # \_\_\_\_\_

BSA License # \_\_\_\_\_

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

**Name:**

**Phone:**

**Fax:**

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

I hereby acknowledge and declare, that:

i) The Applicant, its proprietors, directors, partners or trustees and if an individual, is above the age of 18 years.

ii) I have read and understood and been advised to obtain and have had the opportunity to obtain legal advice upon this account application and the current standard The BX Bunka Group Conditions for the Supply of Goods and/or Services and the Provision of Credit, which form part of, and are intended to be read in conjunction with this account application (copy attached).

iii) On the behalf of the Applicant identified above, I agree that the Applicant will abide by The BX Bunka Group Conditions for the Supply of Goods and/or Services and the Provision of Credit and unless advised otherwise in writing by the Applicant to The BX Bunka Group within 7 days of despatch by The BX Bunka Group to the Applicant of any proposed amendments to those terms and conditions, agree, that the Applicant will be bound by any such amendments.

iv) This account application and any acquisition of goods or services from The BX Bunka Group by the Applicant are solely for commercial and not for personal, domestic or household purposes.

v) The above information is true and correct and that I am the authorised representative of the Applicant named above, and that I have the authority to agree to these terms and conditions on its behalf and have the authority of the Applicant, its proprietors, directors, partners or trustees (as the case may be) to provide the information and acknowledgements in this application on their behalf.

vi) The BX Bunka Group. may in accordance with the Privacy Act 1988 (Cth.)[the PA] and related or similar legislation provide to and seek from credit reporting bodies, other credit providers, prospective or current guarantors of the Applicant or debt collection agencies personal information (including the above information, identification, credit, credit eligibility, payment, default, court proceedings or personal insolvency information) about the Applicant and its proprietors, directors, partners or trustees and that information may be used for the purposes including:

(a) assessing this Account Application of the Applicant ;

(b) assessing whether to provide or continue to provide goods, services or credit to the Applicant;

(c) for the purpose of a credit reporting body or another credit provider assessing any other application for credit or managing credit obtained by or concerning any of them;

(d) the internal management purposes of The BX Bunka , that are directly related to the provision or management of consumer, commercial or other credit by The BX Bunka Group;

(e) for a particular commercial credit related purpose of The BX Bunka Group in relation to the Applicant or any Guarantor;

(f) a credit guarantee purpose of The BX Bunka Group in relation to the Applicant or any Guarantor;

(g) assisting the Applicant or any Guarantor to avoid defaulting on his or her obligations in relation to consumer credit provided by The BX Bunka Group to the Applicant or Guarantor;

(h) assessing an application for consumer credit or commercial credit made to the recipient;

(i) for the purpose of a prospective Guarantor of the Applicant considering whether to offer to act as a Guarantor in relation to the credit or to offer property as security for the credit;

(j) for a purpose related to the enforcement, or proposed enforcement, of any Guarantor's guarantee; or.

(k) for the purpose of collecting payments that are overdue in relation to consumer or commercial credit provided by The BX Bunka Group to the Applicant or a Guarantor.

vii) The Applicant, its proprietors, directors, partners or trustees is aware, that:

(a) The BX Bunka Group's website at [www.steel-line.com.au](http://www.steel-line.com.au) includes a statement of information about credit reporting under clause 4.1 of the Privacy (Credit Reporting) Code 2014 [the Code], including the names and contact details of the Credit Reporting Bodies (CRB), to which it is likely to disclose credit information;

(b) the key issues contained in the statement under the Code are:

A. that the CRB, to whom the credit information is provided, may include the information in reports provided to other credit providers to assist them to assess the credit worthiness of the Applicant, its proprietors, directors, partners or trustees;

B. that if the Applicant fails to meet its payment obligations in relation to consumer credit or commits a serious credit infringement, The BX Bunka Group. may be entitled to disclose this to the CRB;

C. how the Applicant, its proprietors, directors, partners or trustees may obtain The BX Bunka Group's policy about the management of credit-related personal information required by section 21B of the PA and the CRB's policy about the management of credit-related personal information required by Section 20B;

D. the right to access the information from The BX Bunka Group, to request it to correct the information and to make a complaint to The BX Bunka Group.;

E. the right to request CRBs not to use their credit reporting information for the purposes of pre-screening of direct marketing by a Credit Provider; and

F. the right to request the CRB not to use or disclose credit reporting information about an individual, if the individual believes on reasonable grounds that the individual has been, or is likely to be, a victim of fraud.

(c) a statement of these matters (available on the website) may be obtained in hard copy upon request.

(d) The Applicant, its proprietors, directors, partners or trustees is further aware:

A. that the policy (the **credit reporting policy**) of The BX Bunka Group contains information about how an individual may access the credit eligibility information about the individual that is held by The BX Bunka Group;

B. that the policy contains information about how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by The BX Bunka Group;

C. that the policy contains information about how an individual may complain about a failure of The BX Bunka Group to comply with Division 3, Part IIIA of the PA or the Code;

D. that the policy contains information about how The BX Bunka Group will deal with such a complaint;

E. that The BX Bunka Group is unlikely to disclose credit information or credit eligibility information to entities that do not have an Australian link; but if it were likely and practicable, the countries in which those entities are likely to be located would be specified in the policy.

**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 the Supply of Goods and/or Services in this Agreement.**

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

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

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

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

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

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

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These Terms and Conditions shall apply between The BX Bunka Group ("the **Supplier**") and the Applicant named in the Application for a Commercial Credit Account ("the **Customer**") and applies to any contract or agreement between the Supplier and Customer for the supply of goods and/or services to the Customer to the exclusion of any terms the Customer issues.

### 1. Definitions

In these Terms and Conditions:

"**Accession**" has the meaning given by s.10 of the Personal Property Securities Act 2009

"**Goods**" means the goods delivered by the Supplier to the Customer and the subject of an order by the Customer

"**PMSI**" has the meaning of the term "Purchase Money Security Interest" on the PPSA.

"**PPSA**" means Personal Property Securities Act 2009 (Cth).

"**PPS Register**" has the meaning in clause 7.4 (e).

"**Proceeds**" has the meaning by s.31 of the PPSA.

"**Security Interest**" has the meaning by s.12 of the PPSA.

"**Supplier's Security Interest**" has the meaning defined in clause 7.4 (a)-(c).

"**Supply**" means the supply of goods and/or services under these Terms and Conditions .

### 2. Credit Account

2.1 Subject to these terms and conditions, the Supplier agrees to supply goods and/or services to the Customer on credit for the amount as is notified by the Supplier to the Customer ("the Credit Limit").

2.2 The Supplier may, at its discretion and at any time:

- (a) Vary this Agreement by notice in writing to the Customer at the address last notified to the Supplier;
- (b) Vary the Credit Limit; and
- (c) Withdraw credit without notice to the Customer.

### 3. Price

3.1 Unless otherwise agreed or required by law, the price for the Goods is exclusive of sales tax and/or goods and services tax ("GST").

- 3.2
- (a) If GST is or will be payable on a Supply, then the Supplier may increase the amount payable by the Customer otherwise provided pursuant to these Terms and Conditions for that Supply by the amount of that GST.
  - (b) If there is an event in relation to a Supply which results in the amount of GST on the Supply being different from the amount of GST recovered under clause 3.2(a), the Supplier may recover from the Customer any amount by which the GST on the Supply exceeds the amount recovered and must refund to the Customer any amount recovered which exceeds the GST on the Supply, whichever is the case.
  - (c) if, as a result of the introduction of a GST or a subsequent change to the imposition or calculation of the GST or as a result of any change in or abolition of other taxes (excluding income tax) occurring immediately before, upon or subsequent to the introduction of a GST, such that the costs incurred by the Supplier in making a Supply (excluding GST on the Supply) are increased, then the price payable by the Customer can be increased by the Supplier by the same proportion as the increase in the Supplier's costs.
  - (d) any rebates, discounts, allowances or other reductions in price calculated by reference to the sales value to which the Customer is entitled or which are granted by the Supplier are to be calculated on the base price, that is after excluding any amount in respect of the GST payable by the Supplier on the relevant sales.
- 3.3 In addition to a variation to the amount payable by the Customer under clause 3.2, the Supplier may vary the price of Goods supplied to the Customer by giving written notice of variation.
- 3.4 A variation under clause 3.3 will not apply to Goods ordered before the date of receipt by the Customer of written notice of variation.

#### **4. Delivery**

- 4.1 The Supplier shall deliver the goods at a place for delivery nominated by the Customer.
- 4.2 Delivery of Goods to the Customer occurs when they are actually delivered by the Supplier, regardless of, whether the Customer accepts delivery.
- 4.3 Any time which the Supplier quotes for delivery is an estimate only.
- 4.4 The Supplier may cancel the order if it determines that it will be unable to deliver the goods within a reasonable time.
- 4.5 The Customer shall have no claim against the Supplier if the Supplier cancels the order or fails to deliver (for any reason) the Goods, or if there is any delay in the delivery of the Goods.

#### **5. Payment**

- 5.1 The Supplier may at any time, issue an account statement to the Customer setting out;
  - (a) the price for all goods and services supplied to the Customer up to and including the date of the statement inclusive of GST;
  - (b) any payments made to the Supplier by the Customer;
  - (c) amounts authorised by the Customer 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; and
  - (e) any credit charges or interest owing by the Customer.
- 5.2 The Customer 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, unless otherwise indicated ("the due date").
- 5.3 The Supplier may require the Customer to pay cash in full prior to delivery if in the Supplier's opinion the creditworthiness of the Customer becomes unsatisfactory.
- 5.4 Agreed discounts, rebates and allowances to which the Customer is entitled are credited to the Customer by the Supplier. In no circumstances is the Customer permitted to deduct any discount, rebate or allowance from moneys owing by it to the Supplier.
- 5.5 If the Customer has not paid in full by the due date, the Supplier may:
  - (a) charge the Customer interest on the overdue moneys from the date of delivery of the Goods until Paid in full at a rate of 21% per annum, calculated on a daily basis from the time of payment until the date the unpaid amount is paid. This interest rate may be amended at any time by the Supplier without prior notice to the Customer at such rate as the Supplier may from time to time determine, which interest shall be deemed a genuine pre-estimate of the Supplier's loss by reason of the Customer's default, unless proven otherwise by the Customer;
  - (b) pursue an action for the price of the goods for which payment has not been made (plus damages, interest and costs), even though property in the goods remains with the Supplier.
- 5.6 The Customer must pay the Supplier for the Goods in full even if:
  - (a) there was a delay in the delivery of Goods;
  - (b) the Customer disputes the quality, quantity or condition of the Goods delivery.
- 5.7 All payments must be made in Australian Dollars.
- 5.8 The Customer must pay to and indemnify the Supplier against all costs and expenses incurred by the Supplier in connection with:
  - (a) default by the Customer under these Terms and Conditions;
  - (b) the recovery of any monies due and payable but unpaid by the Customer (including legal costs on a solicitor /client basis, commercial or mercantile agent and dishonour fees) ; and
  - (c) the exercise or attempted exercise by the Supplier of any power conferred on it by these Terms and Conditions.
- 5.9 A statement in writing signed by an authorised officer of the Supplier setting out the moneys due or owing to the Supplier at the date of the statement shall be sufficient evidence of the amount so due or owing unless manifest error can be shown.
- 5.10 If the Customer is a partnership no change to the constitution of the partnership shall affect, impair or discharge the liability of the Customer under this Agreement whether past, present or future notwithstanding the provisions of any legislation or any similar enactment in amendment, modification or substitution regulating partnerships.
- 5.11 If the Customer enters into this Agreement as a Trustee of any Trust, then the following provisions shall apply:-



- (i) the Customer shall be personally liable for the performance of all obligations and undertaking under this Agreement.
  - (ii) the Customer warrants that the Customer has complete and valid authority pursuant to the Trust to enter into this Agreement.
  - (iii) notwithstanding that there is no reference to a specific Trust the Supplier's rights of recourse shall extend both the Customer's assets personally and the assets of the Trust.
  - (iv) The Customer undertakes to the Supplier that the Customer's right of indemnity against the Trust assets have not been excluded by the provisions of the Trust or any breach of trust or otherwise and that the Customer will not release or otherwise prejudice such rights of indemnity.
- 5.12 If the Customer defaults under any term of this Agreement; or the Supplier has reasonable grounds to believe that any information supplied by the Customer 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 Customer's account together with all the moneys payable by the Customer to the Supplier shall become immediately due and payable notwithstanding that the time for payment under clause 5.2 has not yet expired.
- 5.13 The Supplier may refuse to supply goods and/or services to the Customer until all amounts due to the Supplier have been paid in full.

## **6. Risk**

- 6.1 The risk of loss or damage to the Goods shall pass to the Customer on delivery.

## **7. Title**

- 7.1 Until the Customer has paid for the Goods in full and also paid all other moneys due and payable to the Supplier by the Customer:
- (a) property in the Goods shall remain with the Supplier ("the retention of title");
  - (b) the Customer shall hold the Goods as a fiduciary and bailee of the Supplier;
  - (c) the Customer shall hold the Goods in a way that clearly indicates the Supplier's title to the Goods.
  - (d) if the Goods are processed or commingled with or made an accession to other goods by the Customer, the Customer shall record and make available to the Supplier on request the record of the date of the processing, commingling or accession and hold the product, mass or whole in a way that clearly indicates the Supplier's title to the product, mass or whole.
  - (e) the Customer shall not deal with the Goods, either in their original state or as part of a product, mass or whole, for a consideration of less value than the amount necessary to discharge the Customer's liability to the Supplier in full for or in relation to the Goods and shall retain the consideration or other Proceeds of the Goods separate from all other property of the Customer and in a manner, which clearly identifies it as such consideration or other Proceeds of the Goods, product, mass or whole (unless otherwise agreed in writing by the Supplier).
- 7.2 the Customer acknowledges that the installation of any goods sold to the Customer 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 Customer.
- 7.3 the Customer must not sell, dispose, assign or encumber the goods (by mortgage, lien, charge or otherwise) without the consent of the Supplier.
- 7.4 The Customer agrees that:
- (a) a Security Interest is retained in favour of the Supplier in:
    - (i) the Goods;
    - (ii) the Proceeds of the Goods;
    - (iii) any other property, to which the Goods become an accession;
    - (iv) any product or mass, of which the Goods become a part by manufacture, process, assembly or commingling
  - (b) the retention of title constitutes the grant of a purchase money security interest by the Customer in favour of the Supplier in respect of all present and after acquired Goods supplied to the Customer by the Supplier .
  - (c) the Security Interest secures:
    - i) the Customer's obligation to pay for the Goods, and
    - ii) any and all other obligations of the Customer to pay money or money's worth (including costs,

expenses, damages or losses) for the benefit of the Supplier now or in the future or from time to time under this agreement.

(d) to the extent the Supplier's Security Interest secures the Customer's obligation to pay for the Goods, it constitutes a PMSI;

(e) with respect to the Supplier's Security Interest, the Customer will when called upon by the Supplier sign any further documents or provide any further information which the Supplier may reasonably require to register a financing statement or financing change statement on the Personal Properties Security Register ("**PPS Register**"), or in connection with the issue of a verification statement;

(f) it will not register or apply to register a financing statement or financing change statement which is in any way connected with the Goods (or any accession, mass or product, of which they form part) without the Supplier's prior written consent, which may be given or withheld at the Supplier's absolute discretion;

(g) it will pay any costs or expenses incurred by the Supplier and keep the Supplier indemnified against any loss, damage or liability to third parties incurred in relation to:

(i) registering or seeking the release of any document relating to the Supplier's Security Interest on the PPS Register; or

(ii) enforcing the Supplier's security Interest (including its legal costs, on a solicitor-Customer basis);

(h) it will give the Supplier at least 14 days written notice of any proposed change in its name, contact details, place of incorporation, address, location, nature of business, ownership, or business practice; and

(i) it irrevocably appoints the Supplier to be the Customer's attorney to do anything which the Customer agrees to do under these Terms and Conditions and anything which the attorney thinks desirable to protect the Supplier's Security Interest and the Customer will take all steps required to ratify anything done by the attorney under this clause.

7.3 To the extent permitted by law, the Customer waives its right to notice as a grantor under section 157 of the PPSA; acknowledging, that the collateral, subject of the Supplier's Security Interest is properly described as commercial property. To the extent that they impose any obligation on the Supplier or grant any right to the Customer and section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132 (3), 132 (4), 135, 142, and 143 of the PPSA do not apply to this agreement or the Supplier's security interest in the Goods. To the extent, that Part 4.3 of the PPSA imposes any obligation on the Supplier or grants any right to the Customer and s.115(7) permits, its application pursuant to s.116(2) is excluded.

7.4 Notwithstanding the payment by the Customer of part or all of the price relating to the Goods, the Supplier's Security Interest will continue in the Goods, any Proceeds of the Goods or other property, to which the Supplier's Security Interest may apply (by operation of these Terms and Conditions or statute) until the Supplier's Security Interest is discharged in writing by the Supplier.

7.5 The Customer will not do, or omit to do, nor allow to be done or omitted to be done, anything which might adversely affect the Supplier's Security Interest.

7.6 If the Customer sells the Goods, either in their original state or as part of a product, mass or whole to its customers, the Customer assigns to the Supplier and authorises the Supplier to sue in its name to recover the benefit of any claim against its customers for the price of the Goods, the product, mass or whole, and in addition to its obligations under the PPSA, it shall hold on trust for the Supplier and account to the Supplier for the consideration and all Proceeds received in relation to the Goods, product, mass or whole.

7.7 This clause shall apply even though the Supplier may give credit to the Customer.

## **8. Right of Entry and Resale**

8.1 Without limiting the rights or remedies available to the Supplier under these Terms and Conditions, statute (including under the PPSA) or other law, if the Customer;

(a) (being a natural person) commits an act of bankruptcy;

(b) (being a corporation) does anything which entitles anyone to apply to wind up the Customer or is subject to the appointment of an administrator or receiver and manager; or

(c) breaches any of these "Terms and Conditions",  
(each of which is hereafter referred to as 'an act of default'),

the Supplier may take possession of and retain, resell or otherwise dispose of the Goods or any product, mass or whole, of which they form part.

8.2 To the extent permitted by law, in the event of any such act of default, the Customer authorises the Supplier to enter premises where the Goods may be located to take possession of the Goods or any product, mass or whole, of which they form part without notice to the Customer. The Customer shall indemnify the

Supplier against all claims arising out of the entry by the Supplier into premises to take possession of the Goods or any product, mass or whole, of which they form part.

## **9. Return of Goods**

- 9.1 The Supplier will not be obliged to accept any Goods returned by the Customer or allow any credit for them, unless:
- (a) a claim is notified in writing by the Customer to the Supplier within seven (7) working days after the Supplier tendered delivery of the Goods to the Customer or the Customer collected the Goods;
  - (b) the Goods returned are accompanied by the Supplier's packing reference and original invoice number;
  - (c) the Goods are returned in the condition in which they were delivered or collected; and
  - (d) the Supplier in its absolute discretion agrees in writing to accept them.

## **10. Liability**

- 10.1 All conditions and warranties express or implied by law, statute, or otherwise, are excluded to the extent permitted by law. Where so permitted by law, the liability of the Supplier for the breach of a condition or warranty that cannot be excluded is limited, at the Supplier's option, to the replacement of the Goods or the supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods.
- 10.2 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.
- 10.3 The Customer 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 Customer.
- 10.4 So far as the law permits, the Supplier shall not be liable for any loss or damage, which may be suffered by the Customer for any reason including, but not limited to, delay, negligence or any act, matter or thing done or permitted or omitted to be done by the Supplier.

## **11. Charge**

- 11.1 The Customer hereby charges separately:
- (a) all the Customer's freehold and leasehold interest in land, including land which the customer, after the date of this Agreement, obtains an interest in; and
  - (b) all of the Customer's personal property;  
as security for the performance by the Customer 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.
- 11.2 The charges created by clause 11.1 are separate charges over the Customer's property and in the event that either charge is void or unenforceable then such charge will be severable from this Agreement and does not affect validity of the other charge.
- 11.3 If requested by the Supplier, the Customer must promptly deliver an executed mortgage, or such other instrument of security as the Supplier may require, in registrable form as additional security.
- 11.4 The Customer agrees to further to:
- (a) the Supplier lodging a caveat over the Customer'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.

## **12. Notice**

- 12.1 Any notice to be given by the Supplier to the Customer may be given by facsimile, post or hand delivered to the Customer's business address on the Account Application or last known to the Supplier.
- 12.2 Any notice to be given by the Customer to the Supplier must be in writing by facsimile, post or hand delivered to the Supplier's business address on the Account Application or last notified in writing by the Supplier.
- 12.3 A notice:
- (a) given by facsimile shall be deemed to be given on the business day following it is sent;

- (b) sent by pre-paid post shall be deemed to be given on the business day following the day on which it was posted; or
- (c) delivered by hand shall be deemed given when delivered.

### 13. Entire Agreement

- 13.1 These Terms and Conditions, in addition to any written agreement between the Supplier and the Customer signed by an authorised representative of each party, constitute the entire agreement or contract between the Supplier and the Customer for the supply of Goods.
- 13.2 The Customer acknowledges that neither the Supplier nor anyone purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing, whether as to the fitness of the Goods for any particular purpose or any other matter.
- 13.3 These Terms and Conditions may be varied by the Supplier with effect in relation to all Goods ordered after that variation by notice to the Customer of the Terms and Conditions, as proposed to be varied, in which case, unless advised otherwise in writing by the Customer to the Supplier, received within 7 days of despatch of the Supplier's notice, the Customer will be deemed to have accepted and be bound by those varied Terms and Conditions.
- 13.4 All the rights and remedies of the Supplier under these Terms and Conditions shall remain in full force and effect notwithstanding any neglect, forbearance or delay in enforcement by the Supplier and may only be waived expressly in writing.

### 14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state or territory nominated by the Supplier in which either the Goods were produced or the Customer took delivery and in default of nomination in accordance with the laws of the state of Queensland and the parties submit to the jurisdiction of the courts of the state or territory so nominated or in default of nomination, the courts of Queensland.

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

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

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

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

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

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

**DEED TO GUARANTEE & INDEMNITY TO THE BX BUNKA GROUP**, comprising of Steel-Line Garage Doors Aus Pty Ltd ABN 52 124 164 003, Steel-Line Automation ABN 52 124 164 003, Steel-Line Garage Doors WA ABN 41 092 508 499, Misiv P/L trading as Dynamic Door Service ABN 51 109 750 950, Arco Qld P/L ABN 27 108 275 896, Retrotech Door Services ABN 27 108 275 896, Max Door Solutions ABN 82 146 466 828 and Doorworks Australia P/L ABN 69 152 593 167.

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE**

**A. Details of Guarantors**

<b>Name:</b>	<b>Name:</b>
<b>Private Address:</b>	<b>Private Address:</b>

<b>Name:</b>	<b>Name:</b>
<b>Private Address:</b>	<b>Private Address:</b>

**B. IN CONSIDERATION** of The BX Bunka Group (hereafter called “the Credit Provider”) agreeing to provide goods, services or credit or actually providing or continuing to provide goods, services or credit, including any time or indulgence, to:

<b>Customer Name:</b>	<b>ABN/ACN:</b>
<b>Trading Name:</b>	
<b>Trading Address:</b>	

The Guarantor (or if more than one, each of the Guarantors jointly and severally) detailed above, who has signed this document below, agrees to guarantee to the Credit Provider the due and punctual performance by the Customer of all its obligations under the Credit Provider’s Terms and Conditions of Supply of Goods and/or Services (including any variation of them), as if the Guarantor(s) were the Customer, and to indemnify the Credit Provider against loss or damage in the event of default of the Customer in compliance with those Terms and Conditions of Supply.

And it is further agreed by each Guarantor (whether one or more), that:

1. If more than one Guarantor is named, this Guarantee and Indemnity is not conditional upon its execution by more than one of the named guarantors and may be enforced against any of them, who has signed or otherwise executed it, jointly or severally as if that or those guarantor(s) were the only guarantor(s).

2. In the event, that the Customer is unable or fails to pay any monies to the Credit Provider as and when they fall due for payment or otherwise fails to comply with the Credit Provider's Terms and Conditions
  - a) Each Guarantor agrees to pay those monies to the Credit Provider and make good any default of the Customer *without the need for any demand* by the Credit Provider and the Credit Provider may enforce the obligation to pay those monies and all other obligations owed by the Customer under the Credit Provider's Terms and Conditions of Supply of Goods and/or Services against the Guarantor, as if the Guarantor were the Customer and a principal debtor (without need of any prior default by the Customer).
  - b) Each Guarantor agrees on demand by the Credit Provider to indemnify and keep indemnified the Credit Provider from and against all loss and damage, including consequential loss or damage, claims, costs (including legal costs), charges, disbursements and expenses whatsoever that the Credit Provider may incur by reason of the inability or failure of the Customer to so pay or comply.
3. This is a continuing Guarantee and Indemnity and applies to all moneys and obligations which are now or may from time to time be owing or unpaid or unperformed by the Customer to the benefit of the Credit Provider. It may be revoked as to future transactions of the Customer by any Guarantor (without affecting the obligations of any other Guarantor) by at least one calendar month's written notice to the Credit Provider given at any time by the Guarantor or the legal representative of the Guarantor. The receipt by the Credit Provider of a written notice revoking the Guarantee and Indemnity by any Guarantor will be acknowledged in writing to confirm that the notice has been received by the Credit Provider
4. This Guarantee and Indemnity shall not otherwise be determined or discharged by reason of the liquidation (voluntary or otherwise), reconstruction, reconstitution, amalgamation with any other entity, death or bankruptcy of the Credit Provider, Customer or Guarantor(s) and shall continue to apply in relation to the rights and obligations under the Credit Provider's Terms and Conditions of Supply of Goods and/or Services of their successors or assigns (to the extent law allows).
5. All rights and remedies of the Credit Provider under this guarantee and indemnity shall be unaffected and not released or waived by any postponement, forbearance, indulgence, compromise, waiver or release extended to the Customer or any Guarantor(s) by the Credit Provider nor by any failure by the Credit Provider to enforce, register or otherwise perfect any right of the Credit Provider under the Credit Provider's Terms and Conditions of Supply of Goods and/or Services or any security nor by any proposal or agreement by the Credit Provider to vary the Credit Provider's Terms and Conditions of Supply of Goods and/or Services (to which once varied this Guarantee and Indemnity shall equally apply) nor by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor(s).
6. Each Guarantor shall not take any steps to recover or enforce a right or claim against the Customer or apply rights over property of the Customer to the satisfaction of its obligations to the Credit Provider and shall not prove in any insolvency administration, bankruptcy or liquidation of the Customer unless or until all debts and obligations of the Customer to the Credit Provider have been satisfied in full and shall in any such case exercise any voting rights held as directed by the Credit Provider until it has been so satisfied.
7. If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency each Guarantor indemnifies the Credit Provider against any costs or losses it may incur in connection with such claim.
8. If the Guarantor is a trustee of a trust, the Guarantor enters into this Agreement in both the Guarantor's personal capacity and as trustee of that trust.
9. The Credit Provider may assign the benefit of this Guarantee and Indemnity at any time without the consent of or notice to the Customer or any guarantor.

- 10.1 The Guarantor agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 or 143 of the Personal Property Securities Act 2009 (Cth) ("the Act") will apply to the guarantee between the Guarantor and the Credit Provider, or the security under this guarantee.
- 10.2 The Guarantor agrees to waive its right to do any of the following or to receive any of the following notices or for the Credit Provider to carry out the following obligations under the following provisions of the Act:
- (a) Receive notice of removal of an accession under section 95
  - (b) Receive notice of a decision, under paragraph 117(2)(b), to enforce the security interest in the personal property in the same way as the interest in the land may be enforced under the land law under section 118;
  - (c) Receive notice of any action to be taken in accordance with subsection 120(2) under section 121(4)
  - (d) Receive notice of intention to seize collateral under section 123
  - (e) Receive notice of disposal of collateral under section 130;
  - (f) Receive a statement of account if there is disposal of collateral under section 132(3)(d);
  - (g) Receive every six months statements of account until there is disposal of collateral under section 132(4);
  - (h) Receive notice of retention of collateral under section 135;
  - (i) Receive notice to receive a verification statement in relation to registration events under section 157.
- 10.3 The Guarantor and the Credit Provider also contract out of each other provision of Part 4.3 of the Act, under sections 115(7) and 116(2), but only to the extent that the provision impose obligations on the Supplier.
- 10.4 The Guarantor and the Credit Provider agree that neither the Guarantor nor the Credit Provider will disclose information of the kind mentioned in section 275(1).
- 11.1 The Guarantor hereby charges with payment of any indebtedness to the Credit Provider all legal and beneficial interest (freehold or leasehold) in land and property, other than Personal Property to which the Personal Property Securities Act 2009 applies, held now or in the future by the Guarantor and upon non-payment of any monies due to the Credit Provider pursuant to this guarantee the Credit Provider may take possession of such land or property and exercise and do all or any acts, powers and authorities vested in or given to mortgagees by any statutory provision or at common law or in equity. The Guarantor agrees that if demand is made by the Credit Provider, the Guarantor receiving such a demand will immediately execute a mortgage (incorporating the covenants contained in Memorandum No.Q860000 registered at the Land Titles Office in Sydney) or other instrument of security, or consent to a caveat, as required, and against the event that the Guarantor fails to do so within a reasonable time of being so requested, the Guarantor hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Credit Provider to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the Credit Provider may lodge a caveat noting the interest given by this charge on the title of any property of the Guarantor whenever it so wishes.
- 11.2 The Guarantor grants a security interest to the Credit Provider in all of its present and after acquired property and in all of its present and future rights in relation to any personal property as defined in the Personal Property Securities Act 2009.
12. Any notice or demand for the purposes of this Guarantee and Indemnity shall be deemed to be duly made and given:
- (a) to a guarantor, if it is forwarded in writing by ordinary pre-paid post to the Guarantor to be bound by it at the address of the Guarantor shown above or any other address given by the Guarantor to the Credit Provider, in which case it shall be deemed received by the Guarantor on the business day after posting, and
  - (b) to the Credit Provider, if it is delivered to the Credit Provider at its registered office and receipted in writing by a duly authorised officer of the Credit Provider.
13. Each Guarantor acknowledges and agrees, that:

- a) He or she, if an individual, is above the age of 18 years.
- b) The Credit Provider may in accordance with the Privacy Act 1988 (Cth.) [the PA] and related or similar legislation provide to and seek from credit reporting bodies, other credit providers, other prospective or current guarantors of the Customer or debt collection agencies personal information (including the above information, identification, credit, credit eligibility, payment, default, court proceedings or personal insolvency information) about the Guarantor and that information may be used for purposes including:
  - i) assessing the Account Application of the Customer and this Guarantee and Indemnity,
  - ii) assessing whether to provide or continue to provide goods, services or credit to the Customer,
  - iii) a credit reporting body or another credit provider assessing any other application for credit or managing any credit obtained by or concerning the Guarantor.
  - iv) the internal management purposes of the Credit Provider that are directly related to the provision or management of consumer, commercial or other credit by the Credit Provider,
  - v) for a particular commercial credit related purpose of the Credit Provider in relation to the Customer or Guarantor.
  - vi) a credit guarantee purpose of the Credit Provider in relation to the Customer or Guarantor,
  - vii) assisting the Customer or Guarantor to avoid defaulting on his or her obligations in relation to consumer credit provided by the provider to the Customer or Guarantor.
  - viii) assessing an application for consumer credit or commercial credit made to the recipient.
  - ix) for the purpose of a prospective Guarantor of the Customer considering whether to offer to act as a Guarantor in relation to the credit or to offer property as security for the credit,
  - x) for a purpose related to the enforcement, or proposed enforcement, of any Guarantor's guarantee, including this guarantee.
  - xi) for the purpose of collecting payments that are overdue in relation to consumer or commercial credit provided by the Credit Provider to the Customer or Guarantor.
- c) The Guarantor is aware:
  - (i) The Credit Provider's website at [www.steel-line.com.au](http://www.steel-line.com.au) includes a statement of information about credit reporting under clause 4.1 of the Privacy (Credit Reporting) Code 2014 [the Code], including the names and contact details of the Credit Reporting Bodies (CRB), to which it is likely to disclose credit information;
  - (ii) the key issues contained in the statement under the Code are:
    - A. that the CRB, to whom the credit information is provided, may include the information in reports provided to other credit providers to assist them to assess the credit worthiness of the Customer, its proprietors, directors, partners or trustees and the Guarantor;
    - B. that if the Customer or any of its Guarantors fails to meet its payment obligations in relation to consumer credit or commits a serious credit infringement, the Credit Provider may be entitled to disclose this to the CRB;
    - C. how the Customer, its proprietors, directors, partners, trustees or guarantors may obtain the Credit Provider's policy about the management of credit-related personal information required by section 21B of the PA and the CRB's policy about the management of credit-related personal information required by Section 20B;
    - D. the right to access the information from the Credit Provider to request it to correct the information and to make a complaint to the Credit Provider;
    - E. the right to request CRBs not to use their credit reporting information for the purposes of pre-screening of direct marketing by a Credit Provider;
    - F. the right to request the CRB not to use or disclose credit reporting information about an individual, if the individual believes on reasonable grounds that the individual has been, or is likely to be, a victim of fraud.
  - (iii) a statement of these matters (available on the website) may be obtained in hard copy upon request.
- d) The Guarantor is further aware:
  - A. that the policy (the *credit reporting policy*) of the Credit Provider contains information about how an individual may access the credit eligibility information about the individual that is held by the Credit Provider;
  - B. that the policy contains information about how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by the Credit Provider;
  - C. that the policy contains information about how an individual may complain about a failure of the Credit Provider to comply with Division 3, Part IIIA of the PA or the Code;



- D. that the policy contains information about how the Credit Provider will deal with such a complaint;
- E. that the Credit Provider is unlikely to disclose credit information or credit eligibility information to entities that do not have an Australian link; but if it were likely and practicable, the countries in which those entities are likely to be located would be specified in the policy.

**Executed as a Deed by the Guarantor of the Customer**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

**SIGNED, SEALED AND DELIVERED BY**

**in the presence of:**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Print name of Guarantor**

\_\_\_\_\_  
**Print name of Witness**

\_\_\_\_\_  
**Address of Witness**

**SIGNED, SEALED AND DELIVERED BY**

**in the presence of**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Print name of Guarantor**

\_\_\_\_\_  
**Print name of Witness**

\_\_\_\_\_  
**Address of Witness**

**SIGNED, SEALED AND DELIVERED BY**

**in the presence of**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Print name of Guarantor**

\_\_\_\_\_  
**Print name of Witness**

\_\_\_\_\_  
**Address of Witness**

[annex additional pages containing the signatures of any additional Guarantor(s) and their witnesses]

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

A/C NO. \_\_\_\_\_ DATE \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY BRANCH

SUPPLY ONLY \_\_\_\_\_ (TICK) \_\_\_\_\_

SUPPLY & INSTALL \_\_\_\_\_ (TICK) \_\_\_\_\_

REP NAME & CODE \_\_\_\_\_

CREDIT LIMIT REQUESTED \$ \_\_\_\_\_

ACCOUNT CATEGORY \_\_\_\_\_

EMBOSSMENTS \_\_\_\_\_

BRANCH MANAGERS APPROVAL \_\_\_\_\_