



# BX BUNKA AUSTRALIA

Bunka Shutter Group

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**Branch:**

**Date:**

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|                                            |                    |
|--------------------------------------------|--------------------|
| Steel-Line Garage Doors Australia Pty Ltd  | ABN 52 124 164 003 |
| Steel-Line Garage Doors (WA) Pty Ltd       | ABN 41 092 508 499 |
| Steel-Line Installations Australia Pty Ltd | ABN 97 128 107 344 |
| Dynamic Door Service                       | ABN 51 109 750 950 |
| Arco (Qld) Pty Ltd                         | ABN 27 108 275 896 |
| Max Door Solutions Pty Ltd                 | ABN 82 146 466 828 |
| Doorworks Australia Pty Ltd                | ABN 69 152 593 167 |
| Sprint Roller Shutters Pty Ltd             | ABN 73 634 410 718 |
| Retrotech Door Services                    | ABN 27 108 275 896 |

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**Complete this form to apply for a 30-day trade credit account with the Bunka Shutter Group**

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*To avoid delay or rejection of your application, complete and return **every page** of this application.*

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## Terms & Conditions if Credit Approved

### 1. Definitions

In these terms and conditions and any attached document, unless otherwise stated, capitalised and italicised terms have the following meaning:

**Accession** has the meaning given by s.10 of the *PPSA*;

**Account Statement** has the meaning given in clause 9(a) of these terms and conditions;

**Australian Consumer Law** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

**Available Credit** means the amount available to the *Customer* for the purchase of *Products* and *Services* as adjusted in accordance with clause 9(c) of these terms and conditions;

**Business Day** means a day that is not a Saturday, Sunday or a public holiday;

**BX** or **BX Entity** means any one or more of the entities named and any one or more of the holders of the business names stated on page 1 of this application;

**Consumer Contract** has the meaning given by the *Australian Consumer Law*;

**Contract** means any agreement between *BX* and the *Customer* for the supply of *Products* or *Services*;

**Customer** means the entity identified as the 'applicant' at page 10 of this application;

**Day** means calendar day;

**Due Date** has the meaning given in clause 9(b) of these terms and conditions;

**Event of Default** has the meaning given in clause 10(d) of these terms and conditions;

**PPS Register** means the register established under section 147 of the *PPSA*;

**PPSA** means the *Personal Property Securities Act 2009* (Cth);

**Proceeds** has the meaning given by s.31 of the *PPSA*;

**Products** means any goods supplied by *BX* to the *Customer* from time to time;

**Purchase Money Security Interest** has the meaning given by s.14 of the *PPSA*;

**Secured Party** means *BX Bunka Australia Pty Ltd* (ACN 124 163 793);

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

**Services** means any services carried out by *BX* for the *Customer* from time to time;

**Small Business Contract** has the meaning given by the *Australian Consumer Law*.

### 2. Provision of Credit

*BX* agrees to supply the *Customer* with *Products* and *Services* to the value of the *Available Credit*.

### 3. Delivery of Products

- (a) The *Customer* must specify the delivery location for *Products* at the time of placing the order.
- (b) Any delivery dates provided by *BX* are estimates only and are subject to the availability of the *Products* and the ability of *BX* to deliver on the nominated date.
- (c) A failure by *BX* to deliver *Products* on an estimated delivery date does not entitle the *Customer* to:
  - (i) withhold or delay payment for *Products*; or
  - (ii) terminate or cancel any *Contract*.
- (d) Delivery is deemed to occur at the location specified by the *Customer*, regardless of whether the *Customer* or a representative of the *Customer* is present to accept delivery.

### 4. Collection of Products

- (a) The *Customer* must collect *Products* within 3 *Business Days* of notice by *BX* that the *Products* are

available for collection.

- (b) If the *Customer* fails to collect *Products* within the timeframe specified in clause 4(a), *BX* may, at its discretion:
  - (i) arrange for the *Products* to be made available for collection at an alternative location notified to the *Customer*;
  - (ii) store uncollected *Products* and invoice the *Customer* for any associated transportation and storage costs;
  - (iii) dispose of the uncollected *Products* after providing the *Customer* at least 5 *Business Days* written notice, in accordance with clause 18, of its intention to do so.

## 5. **Rejection of Products**

- (a) The *Customer* must inspect *Products* at the time of collection or delivery.
- (b) The *Customer* may not reject *Products* because of damage unless a written claim is submitted to *BX* within 7 *Days* of the date of:
  - (i) collection or delivery of the *Products*; or
  - (ii) installation of the *Products* by *BX*,whichever is applicable.
- (c) The *Customer's* right to reject *Products* for damage is conditional upon the damage having not occurred after delivery, collection, or installation due to any cause unrelated to the condition of the *Products* at the time they were supplied or installed.

## 6. **Return of Products**

- (a) *BX* is not obliged to accept the return of *Products* or to allow any credit for *Products* returned unless all of the following conditions are met:
  - (i) the *Customer* submits a written claim to *BX* within 7 *Days* of the date of collection or delivery of the *Products*;
  - (ii) the returned *Products* are accompanied by *BX's* order number;
  - (iii) the *Products* are returned in the same condition in which they were delivered or collected; and
  - (iv) *BX*, in its absolute discretion, has agreed in writing to accept the return of the *Products*.
- (b) Nothing in this clause excludes, restricts or modifies any right or obligation relating to the return of *Products* that cannot be excluded, restricted or modified by law, including under the *Australian Consumer Law*.

## 7. **Customer Acknowledgements**

The *Customer* acknowledges and agrees that:

- (a) cancellation of an order for *Products* that are fabricated by *BX* will not relieve the *Customer* of the obligation to pay the full price of those *Products* once fabrication has commenced.
- (b) risk of loss of, or damage to, *Products* passes to the *Customer* on collection or delivery.
- (c) title to *Products* remains with *BX* and does not pass to the *Customer* until *BX* has received full payment for the *Products*.
- (d) *BX* may, without the consent of the *Customer*, subcontract the performance of all or any part of *Services*.
- (e) the *Secured Party* is authorised by each entity listed on page 1 of this application to:

- (i) register a *Security Interest* on the *PPS Register* in respect of any *Products* or *Services* supplied by *BX*;
  - (ii) take any steps necessary to perfect, maintain, vary, assign, or discharge a *Security Interest* on behalf of *BX*; and
  - (iii) enforce any *Security Interest* granted under these terms and conditions on behalf of *BX* that the *Customer* has contracted.
- (f) the *Secured Party* is not required to provide evidence of its authority to undertake the actions described in clause 7(e).
- (g) the *PPS Register* may record the *Secured Party* as the 'secured party', notwithstanding that *Products* or *Services* are supplied by a *BX Entity*.

## 8. Taxes

- (a) Unless otherwise agreed or required by law, the prices of *Products* and *Services* is exclusive of goods and services tax ("GST").
- (b) If GST is or becomes payable on a supply, *BX* may increase the amount payable by the *Customer* by the amount of that GST.
- (c) If an event occurs in relation to a supply that results in the GST amount differing from the amount recovered under clause 8(b), *BX* may recover from the *Customer* any shortfall and must refund any overpayment, as applicable.
- (d) If, due to a change in the imposition or calculation of GST, or due to the introduction, variation, or abolition of any other taxes (excluding income tax), *BX's* costs of making a supply (excluding GST) increase, *BX* may increase the price payable by the *Customer* proportionally to reflect the increase in costs.
- (e) Any rebates, discounts, allowances, or other price reductions to which the *Customer* is entitled, or which are granted by *BX*, will be calculated on the base price, exclusive of any GST payable by *BX* on the relevant supply.

## 9. Payment

- (a) *BX* may at any time issue a statement (an "**Account Statement**") setting out:
  - (i) the GST-inclusive price of all *Products* and *Services* supplied to the *Customer* up to and including the date of the *Account Statement*;
  - (ii) payments received from the *Customer*; and
  - (iii) any fees, charges, interest, or taxes paid or payable by the *Customer*.
- (b) The *Customer* **must** pay the total stated in each *Account Statement*, without set-off or deduction, within **30 Days** of the date of the *Account Statement* (the "**Due Date**"), unless otherwise agreed in writing.
- (c) The *Available Credit* will be reduced by:
  - (i) the unpaid total of each *Account Statement*; and
  - (ii) the total order value of all orders placed since the date of the last *Account Statement*.
- (d) Notwithstanding *Available Credit*, *BX* may, in its absolute discretion:
  - (i) decline to supply any or all *Products* or *Services* on credit to the *Customer*; and/or
  - (ii) reduce or cancel *Available Credit*, regardless of the *Customer's* credit worthiness.
- (e) Any discounts, rebates, or allowances granted by *BX* cannot be applied to reduce the total of any *Account Statement* issued prior to the granting of such discount, rebate, or allowance.

- (f) If the *Customer* fails to pay the total of any *Account Statement* by the *Due Date*, the *Customer* must pay *BX*:
  - (i) interest on the outstanding amount at the rate of 21% per annum, calculated daily;
  - (ii) all debt collection costs, including legal fees on a solicitor and own client basis, incurred in recovering or attempting to recover the outstanding amount.
- (g) The *Customer* acknowledges that the interest rate specified in clause 9(f)(i) represents a genuine pre-estimate of loss incurred by *BX* in the event of late payment.
- (h) The *Customer* must not unreasonably withhold payment. If there is a genuine dispute regarding the non-delivery, quality, quantity or condition of *Products* or the non-completion or quality of *Services* and the *Customer* has provided written notice of the dispute to *BX* in accordance with clause 18 within 7 *Days* of becoming aware of the issue, the *Customer* may withhold the disputed portion of the amount payable until *BX* provides written notice, acting reasonably, that the grounds for the dispute no longer exist.
- (i) Subject to clause 9(h), the *Customer* must pay *BX* in full notwithstanding:
  - (i) any delay in the delivery of *Products* or performance of *Services*; or
  - (ii) title to *Products* remaining with *BX*.
- (j) All payments must be made in Australian dollars.

#### 10. **Retention of Title**

- (a) Until the *Customer* has paid in full for *Products*:
  - (i) title to the *Products* remains with *BX*.
  - (ii) the *Customer* holds the *Products* as a fiduciary and bailee for *BX*.
  - (iii) the *Customer* must store the *Products* in a manner that clearly identifies them as the property of *BX*.
  - (iv) if the *Products* are processed, commingled with, or become an *Accession* to other goods, the *Customer* must:
    - A. record the date of such processing, commingling, or *Accession*;
    - B. make that record available to *BX* upon request; and
    - C. store the resulting product, mass, or whole in a way that clearly identifies *BX*'s interest in it.
  - (v) the *Customer* must not deal with the *Products* (whether in their original form or as part of a product, mass, or whole) for consideration less than the amount required to fully discharge the *Customer*'s liability to *BX* in respect of the *Products*, and must:
    - A. retain any such consideration or other *Proceeds* separately from its own property; and
    - B. clearly identify those funds as *Proceeds* of the *Products*, product, mass, or whole, unless otherwise agreed in writing by *BX*.
  - (vi) the *Customer* must, upon request, immediately provide *BX* with full contact details (including legal entity name, ABN, contact person, and payment terms) of any third party to whom the *Products* are supplied or installed, to assist *BX* in enforcing any *Security Interest* over the *Proceeds*.
- (b) The *Customer* acknowledges that the installation of *Products* does not render them fixtures, and the parties intend that the *Products* remain personal property capable of removal by *BX* until title passes to the *Customer*.
- (c) The *Customer* must not sell, dispose of, assign, or encumber the *Products* (including by way of

mortgage, lien, or charge) without *BX*'s prior written consent.

- (d) Without limiting any other rights or remedies available to *BX* under these terms, statute (including the *PPSA*), or otherwise, until title passes to the *Customer*, *BX* may take possession of and retain, resell, or otherwise dispose of *Products* (or any product, mass, or whole of which they form part) if the *Customer*:
  - (i) (being an individual) ceases to trade or commits an act of bankruptcy;
  - (ii) (being a corporation) becomes subject to winding up proceedings, administration, or the appointment of a receiver or manager; or
  - (iii) breaches any of these terms and conditions (each an "**Event of Default**").
- (e) To the extent permitted by law, in the *Event of Default*, the *Customer*:
  - (i) authorises *BX* to enter any premises where *Products* (or any product, mass, or whole of which they form part) are located to take possession of them without notice; and
  - (ii) indemnifies *BX* against any claim arising from or in connection with such entry and repossession.

## 11. **PPSA**

- (a) The *Customer* acknowledges and agrees that:
  - (i) these terms and conditions are a security agreement within the meaning of the *PPSA*, and each supply of *Products* and *Services* is subject to that agreement.
  - (ii) a *Security Interest* is created in favour of *BX* by these terms and conditions in:
    - A. *Products*;
    - B. the *Proceeds* of *Products*;
    - C. any other property, to which the *Products* become an *Accession*;
    - D. any product or mass, of which the *Products* become a part by manufacture, process, assembly or commingling.
  - (iii) the *Security Interest* secures:
    - A. the *Customer*'s obligation to pay for *Products*, and
    - B. 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 *BX* now or in the future.
  - (iv) to the extent the *Security Interest* secures the *Customer*'s obligation to pay for *Products*, it constitutes a *Purchase Money Security Interest*.
  - (v) the retention of title by *BX* under clause 10 constitutes the grant of a *Purchase Money Security Interest* by the *Customer* in favour of *BX* in respect of all present and after acquired *Products*.
  - (vi) the *Customer* will, upon request, promptly execute documents and provide information reasonably required by *BX* to:
    - A. register or amend a financing statement or financing change statement on the *PPS Register*;
    - B. issue or respond to a verification statement.
  - (vii) the *Customer* will not register or apply to register a financing statement or financing change statement which is in any way connected with *Products* (or any *Accession*, mass or product, of which they form part) without *BX*'s prior written consent, which may be given or withheld at *BX*'s absolute discretion.
  - (viii) the *Customer* will pay any costs or expenses incurred by *BX* and keep *BX* indemnified against

any loss, damage or liability to third parties incurred in relation to:

- A. registering or seeking the release of any document relating to *BX's Security Interest* on the *PPS Register*; or
  - B. enforcing *BX's Security Interest* (including its legal costs on an indemnity basis).
- (ix) the *Customer* will give *BX* 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.
- (b) The *Customer*:
- (i) waives the right as a grantor to notice under section 157 of the *PPSA*;
  - (ii) acknowledges that the collateral, the subject of *BX's Security Interest*, is properly described as 'commercial property'.
- (c) To the extent permitted by law and to the extent that they impose any obligation on *BX* 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, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the *PPSA* do not apply to this agreement or *BX's Security Interest* in *Products*.
- (d) To the extent that Part 4.3 of the *PPSA* imposes any obligation on *BX* or grants any right to the *Customer* and section 115(7) permits, its application is excluded under section 116(2) of the *PPSA*.
- (e) Notwithstanding payment by the *Customer* of part or all of the price of *Products*, *BX's Security Interest* will continue in the *Products*, any *Proceeds* of the *Products* or other property to which *BX's Security Interest* may apply (by operation of these terms and conditions or statute) until *BX's Security Interest* is discharged in writing by *BX*.
- (f) The *Customer* will not do, or omit to do, nor allow to be done or omitted to be done, anything which might adversely affect *BX's Security Interest*.
- (g) By selling *Products*, either in their original state or as part of a product, mass or whole to its customers, the *Customer*:
- (i) assigns to *BX*, by way of absolute assignment, all rights to payment owed to the *Customer* by its customers in relation to the *Products*, the product, mass or whole;
  - (ii) irrevocably authorises *BX* to notify and receive payment directly from such third parties without further notice to the *Customer*; and
  - (iii) in addition to its obligations under the *PPSA*, irrevocably agrees to hold on trust for *BX* and to account to *BX* for the consideration and all *Proceeds* received in relation to the *Products*, product, mass or whole.
- (h) This clause shall apply even though *BX* may give credit to the *Customer*.
- (i) The *Customer* agrees that *BX's Security Interest* in *Proceeds* shall:
- (i) continue despite any dealing or transformation of the *Products* by the *Customer*;
  - (ii) extend to any funds held in any account into which such *Proceeds* are deposited; and
  - (iii) have the same priority as *BX's* original *Security Interest* in the *Products* in accordance with section 32 of the *PPSA*.
- (j) The *Customer* acknowledges and agrees that in the *Event of Default*, *BX* may serve notice to any third-party owing money to the *Customer* for *Products* (including any product, mass or whole), demanding payment of the *Proceeds* directly to *BX* and consents to *BX* contacting such third parties for this purpose.

**12. Additional Security**

- (a) The *Customer* charges, as beneficial owner and as security for the due and punctual performance of all obligations under these terms and conditions, all of the *Customer's* present and after-acquired interest in real property (including freehold and leasehold land), whether held alone or jointly, and whether acquired before or after *Products* or *Services* are supplied.
- (b) The *Customer* consents to *BX* lodging a caveat over any such interest in land to protect *BX's* interest under this clause.
- (c) The *Customer* acknowledges that this clause creates a registrable interest for the purposes of any applicable land titles legislation. Upon request, the *Customer* must promptly execute and deliver to *BX* a mortgage in registrable form, and in a form reasonably required by *BX*, to secure the charge.
- (d) The *Customer* must pay all stamp duty, registration fees and legal costs incurred by *BX* in connection with the enforcement or protection of its rights under this clause, including the lodgement, maintenance or withdrawal of any caveat or mortgage.

**13. Default**

- (a) In the *Event of Default*, and in addition to the actions described in clause 9(d), *BX* may:
  - (i) cancel any order for *Products* or *Services*;
  - (ii) report the default to any credit reporting agency;
  - (iii) enforce its rights under any *Security Interest*; and/or
  - (iv) suspend or terminate any *Contract*.
- (b) If these terms and conditions or a *Contract* are classified as a *Consumer Contract* or a *Small Business Contract*, the *Customer* may immediately suspend or terminate any *Contract* if the relevant *BX Entity*:
  - (i) ceases or is unable to trade; or
  - (ii) enters into a deed of company arrangement or has a controller, administrator or receiver appointed or is placed in liquidation.

**14. Attorney**

The *Customer*:

- (a) irrevocably appoints *BX* the *Customer's* attorney, with full power and authority:
  - (i) to do anything that the *Customer* has agreed to do under these terms and conditions;
  - (ii) to take any action the attorney considers necessary or desirable to protect *BX's Security Interest*.
- (b) agrees to promptly take all steps required to ratify any action taken by the attorney under this clause.

**15. Effect of Change in Partnership**

If the *Customer* is a partnership, no change in the constitution of the partnership will affect, impair or discharge the liability of the partners to *BX*.

**16. Liability of Trustee**

If the *Customer* is a trustee, the *Customer*:

- (a) warrants that the *Customer* has complete and valid authority to:
  - (i) make application to *BX* for credit;
  - (ii) order *Products* and *Services*.
- (b) accepts liability in the *Customer's* personal capacity and as trustee of the trust to *BX* for all amounts



owed by that trust to *BX*, of which the certificate of an officer of *BX* shall be conclusive evidence.

- (c) agrees that notwithstanding the absence of any reference to a specific trust, *BX*'s rights of recourse shall extend to the *Customer*'s personal assets (whether or not the *Customer* remains the trustee of the trust) as well as the assets of the trust.
- (d) warrants that the *Customer*'s right of indemnity against the assets of the trust is not excluded by the provisions of the trust deed, by any breach of trust, or otherwise and agrees to not release or otherwise prejudice such rights of indemnity so long as any amount remains unpaid by the trust to *BX*.

#### 17. **Change of Details**

The *Customer* must give *BX* written notice within 7 Days of:

- (a) any change in its name, contact details or address or ownership;
- (b) the suspension or cancellation of any builder licence held by the *Customer*.

#### 18. **Notices**

- (a) *BX* may give notice to the *Customer*:
  - (i) by email or post, addressed to the *Customer*'s email address or postal address (as applicable) specified on page 11 of this application or most recently notified to *BX*; or
  - (ii) by hand delivery.
- (b) The *Customer* may give notices to *BX* by posting or hand delivering them to *BX*.
- (c) A notice is deemed to be given:
  - (i) if sent by email, at the time of transmission, unless sent after 4:00 p.m. or on a day other than a *Business Day*, in which case it is deemed to be given on the next *Business Day*;
  - (ii) if sent by pre-paid post, on the second *Business Day* after the date of posting;
  - (iii) if delivered by hand, at the time of delivery.

#### 19. **Construction**

If there is any inconsistency between these terms and conditions and the terms of any contract entered into between *BX* and the *Customer* for the supply of *Products* or *Services*, these terms and conditions shall prevail to the extent of the inconsistency.

#### 20. **Waiver**

All rights and remedies available to *BX* under these terms and conditions, or otherwise at law, shall remain in full force and effect despite any neglect, forbearance, or delay in enforcement by *BX*. No waiver of any such rights or remedies shall be effective unless expressly made in writing by *BX*.

#### 21. **Variation**

- (a) *BX* may amend these terms and conditions by written notice ("**Variation Notice**") given to the *Customer* in accordance with clause 18.
- (b) If these terms and conditions are classified as a *Consumer Contract* or a *Small Business Contract* and the *Customer* does not agree to a variation, the *Customer* may cancel any order for *Products* or *Services* placed prior to receipt of the Variation Notice.
- (c) The supply of *Products* or *Services* ordered after receipt of a Variation Notice will be governed by the amended terms and conditions.

#### 22. **Governing Law**

These terms and conditions are governed by, and shall be construed in accordance with, the laws of the State or Territory in which *Products* or *Services* are supplied.

**Applicant Details:**Company ☐ Individual/Sole Trader ☐ Partnership ☐ TrustOther ☐ (Provide Details) \_\_\_\_\_

Date of birth (Individual/Sole Trader): \_\_\_\_\_

Driver licence number &amp; issuing State (Individual/Sole Trader): \_\_\_\_\_

Trading name: \_\_\_\_\_

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

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

Nature of business: \_\_\_\_\_

Business address: \_\_\_\_\_ Suburb: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Postal address: \_\_\_\_\_ Suburb: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Delivery address: \_\_\_\_\_ Suburb: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Contact (accounts): \_\_\_\_\_ Telephone (accounts): \_\_\_\_\_

Email (accounts): \_\_\_\_\_

Credit requested: \$ \_\_\_\_\_

Date business commenced: \_\_\_\_\_ Years business under present ownership: \_\_\_\_\_

**Bank Details:**

Account name: \_\_\_\_\_

BSB no.: \_\_\_\_\_ Account no.: \_\_\_\_\_

Name of bank: \_\_\_\_\_ Branch: \_\_\_\_\_

**Partners, Trustee or Director(s) (if Applicant is a company) Details**

1. Full name: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver lic. no.: \_\_\_\_\_

Issuing State: \_\_\_\_\_

2. Full name: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver lic. no.: \_\_\_\_\_

Issuing State: \_\_\_\_\_

*\*If a trust, a copy of the Trust Deed must be provided, or this application will not be accepted.*

Home address: \_\_\_\_\_

\_\_\_\_\_

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

State: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Builder lic. no.: \_\_\_\_\_

3. Full name: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver lic. no.: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

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

State: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Builder lic. no.: \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

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

State: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Builder lic. no.: \_\_\_\_\_

4. Full name: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver lic. no.: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

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

State: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Builder lic. no.: \_\_\_\_\_

## TRADE REFERENCES

(minimum 3 trade references required)

**Name:**

**Phone:**

**Email:**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the answer to the following questions is 'Yes', details must be provided:

1. Are there any current court actions by or against the Applicant? YES / NO

If yes, provide name of court and case number:

2. Has the Applicant given current guarantees / indemnities? YES / NO

If yes, please detail in attached sheet who to, and how much for.

I \_\_\_\_\_ (print name) hereby **acknowledge, agree and declare** that:

1. I am duly authorised by the *Applicant* 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) of the *Applicant* to provide the information and acknowledgements in this application on its behalf.
2. The *Applicant*, its proprietors, directors, partners or trustees (if individuals) is/are 18 or more years of age.
3. The *Applicant* has read and understood and has had the opportunity to obtain legal advice in relation to this continuing credit contract.
4. By making this application, the *Applicant* agrees to be bound by the attached terms and conditions.
5. This application and any acquisition of *Products* or *Services* by the *Applicant* are solely for commercial and not personal, domestic or household purposes.
6. *BX* 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 application;
  - (b) assessing whether to provide or continue to provide *Products, 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 *BX* directly related to the provision or management of consumer, commercial or other credit by *BX*;
  - (e) for a particular commercial credit related purpose of *BX* in relation to the *Applicant* or any Guarantor;
  - (f) a credit guarantee purpose of *BX* in relation to the *Applicant* or any Guarantor;
  - (g) assisting the *Applicant* or any Guarantor to avoid defaulting on obligations in relation to credit provided by *BX* 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; and/or
  - (k) for the purpose of collecting payments that are overdue in relation to consumer or commercial credit provided by *BX* to the *Applicant* or a guarantor.
7. The *Applicant*, its proprietors, directors, partners or trustees are aware, that:
  - (a) *BX*’s website at [Steel-Line/Credit Reporting Policy](#) 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:
    - (i) 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;

- (ii) that if the *Applicant* fails to meet its payment obligations in relation to consumer credit or commits a serious credit infringement, *BX* may be entitled to disclose this to the CRB;
- (iii) how the *Applicant*, its proprietors, directors, partners or trustees may obtain *BX*'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;
- (iv) the right to access the information from *BX*, to request it to correct the information and to make a complaint to *BX*;
- (v) 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
- (vi) 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.

8. The *Applicant*, its proprietors, directors, partners or trustees are further aware that:

- (a) the policy (**credit reporting policy**) of *BX* contains information about how an individual may access the credit eligibility information about the individual that is held by *BX*;
- (b) 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 *BX*;
- (c) the policy contains information about how an individual may complain about a failure of *BX* to comply with Division 3, Part IIIA of the PA or the Code;
- (d) the policy contains information about how *BX* will deal with such a complaint;
- (e) *BX* 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.

9. The above information is true and correct.

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

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

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

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

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

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

## Deed of Guarantee & Indemnity

To the entities named and the holders of the business names stated hereunder (collectively “**BX**”)—

|                                            |                    |
|--------------------------------------------|--------------------|
| Steel-Line Garage Doors Australia Pty Ltd  | ABN 52 124 164 003 |
| Steel-Line Garage Doors (WA) Pty Ltd       | ABN 41 092 508 499 |
| Steel-Line Installations Australia Pty Ltd | ABN 97 128 107 344 |
| Dynamic Door Service                       | ABN 51 109 750 950 |
| Arco (Qld) Pty Ltd                         | ABN 27 108 275 896 |
| Max Door Solutions Pty Ltd                 | ABN 82 146 466 828 |
| Doorworks Australia Pty Ltd                | ABN 69 152 593 167 |
| Sprint Roller Shutters Pty Ltd             | ABN 73 634 410 718 |
| Retrotech Door Services                    | ABN 27 108 275 896 |

Details of the Guarantor(s) (hereafter called the “**Guarantor**” or “**Guarantors**”)—

|                                                 |                                                  |
|-------------------------------------------------|--------------------------------------------------|
| Name of Guarantor (“ <b>First Guarantor</b> ”): | Name of Guarantor (“ <b>Second Guarantor</b> ”): |
| Residential Address:                            | Residential Address:                             |
| Name of Guarantor (“ <b>Third Guarantor</b> ”): | Name of Guarantor (“ <b>Fourth Guarantor</b> ”): |
| Residential Address:                            | Residential Address:                             |

1. **IN CONSIDERATION** of BX (hereafter called the “**Credit Provider**”) agreeing to provide goods, services or credit 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 executed this deed, guarantees to the Credit Provider the due and punctual performance by the above named Customer (hereafter called the “**Customer**”) of all its obligations to the Credit Provider as if the Guarantor(s) were the Customer and a principal debtor, and to indemnify the Credit Provider against loss or damage in the event of default by the Customer.

2. And, it is further agreed by each Guarantor (whether one or more), that:
- (a) 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 Guarantors were the only Guarantors.
  - (b) 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:
    - (i) each Guarantor will 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 against the Guarantor as if the Guarantor were the Customer and a principal debtor (without need of any prior default by the Customer);
    - (ii) 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.
  - (c) 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 (1) 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.
  - (d) 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 of their successors or assigns (to the extent law allows).
  - (e) 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 or security of the Credit Provider nor by any amendment of the terms on which goods or services are provided to the Customer (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).

- (f) the 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.
  - (g) 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.
  - (h) if the Guarantor is a trustee of a trust, the Guarantor enters into this guarantee and indemnity in both the Guarantor's personal capacity and as trustee of that trust. The Guarantor warrants that it has the power and authority to enter into this guarantee and indemnity in its capacity as trustee and that it has a right of indemnity from the trust assets which it has not released or lost.
  - (i) 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.
  - (j) the obligations of the Guarantor shall not merge on completion of any obligation under this deed or on judgment being obtained but shall remain in full force until all obligations are fully discharged.
3. To the extent permitted by law, 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 "**PPSA**") will apply to this guarantee, or any security under this guarantee.
4. To the extent permitted by law, 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 PPSA:
- (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.
5. To the extent permitted by law, the Guarantor and the Credit Provider also contract out of each other provision of Part 4.3 of the PPSA, under sections 115(7) and 116(2) of the PPSA.
6. 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) of the PPSA.
7. The Guarantor charges, as beneficial owner and as security for the due and punctual performance of all obligations under this Deed, all of the Guarantor's present and after-acquired interest in any real property



(including freehold and leasehold land), whether held alone or jointly, and whether acquired before or after the date of this Deed. The Guarantor consents to the Credit Provider lodging a caveat over any such interest in land to protect its interest under this clause. The Guarantor acknowledges that this clause creates a registrable interest for the purposes of any applicable land titles legislation. The Guarantor irrevocably appoints the Credit Provider and its authorised officers as the Guarantor's attorney for the purposes of executing such documents as are required to give effect to this clause and taking all necessary steps to register them. The Guarantor must pay all stamp duty, registration fees and legal costs incurred by the Credit Provider in connection with the enforcement or protection of its rights under this clause, including the lodgement, maintenance or withdrawal of any caveat.

8. 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 PPSA. The Guarantor consents to the registration of a financing statement on the PPSR and waives the right to receive notice of such registration, to the extent permitted by law.
9. Any notice or demand given under or in connection with this guarantee and indemnity is deemed duly given:
  - (a) to a Guarantor - if sent by ordinary pre-paid post to the address specified above of the Guarantor to be bound, or any other address notified by the Guarantor in writing to the Credit Provider, and shall be deemed received by the Guarantor on the second business day after posting;
  - (b) to the Credit Provider - if delivered to the registered office of the Credit Provider and receipted in writing by a duly authorised officer of the Credit Provider.
10. Each Guarantor acknowledges and agrees, that:
  - (a) the Guarantor, if an individual, is above the age of 18 years.
  - (b) to the extent required or permitted by law, 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 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.

11. The Guarantor is aware that:

- (a) the Credit Provider's website at [Credit Reporting Policy](#) 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:
  - (i) 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;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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;
  - (v) 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;
  - (vi) 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.

12. The Guarantor is further aware that:

- (a) the policy (**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) 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) 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) the policy contains information about how the Credit Provider will deal with such a complaint;
- (e) 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.

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

***First Guarantor***

Signed, sealed and delivered by the First  
Guarantor in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

***Second Guarantor***

Signed, sealed and delivered by the Second  
Guarantor in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

***Third Guarantor***

Signed, sealed and delivered by the Third  
Guarantor in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

***Fourth Guarantor***

Signed, sealed and delivered by the Fourth  
Guarantor in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

## CREDIT CHECKS

### CHECK 1

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

CUSTOMER: \_\_\_\_\_

TRADE REFERENCE OF: \_\_\_\_\_

ACCOUNT OPENED: \_\_\_\_\_ PAYMENT TERMS \_\_\_\_\_ (days)

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

AVG MONTHLY PURCHASE \_\_\_\_\_ PAYMENT RECORD \_\_\_\_\_

COMMENTS:

---

### CHECK 2

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

CUSTOMER: \_\_\_\_\_

TRADE REFERENCE OF: \_\_\_\_\_

ACCOUNT OPENED: \_\_\_\_\_ PAYMENT TERMS \_\_\_\_\_ (days)

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

AVG MONTHLY PURCHASE \_\_\_\_\_ PAYMENT RECORD \_\_\_\_\_

COMMENTS:

---

### CHECK 3

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

CUSTOMER: \_\_\_\_\_

TRADE REFERENCE OF: \_\_\_\_\_

ACCOUNT OPENED: \_\_\_\_\_ PAYMENT TERMS \_\_\_\_\_ (days)

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

AVG MONTHLY PURCHASE \_\_\_\_\_

PAYMENT RECORD \_\_\_\_\_

COMMENTS:

---

**THE FOLLOWING MUST BE COMPLETED BY BRANCH**

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

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

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

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

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

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