

ACCOUNT APPLICATION FORM

Company or Business Name: _____

Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

Phone: _____ Fax: _____ Mobile: _____

Corporate Name: _____

Registered Office: _____

Driver's Licence No.: _____ Date of Establishment: _____ Paid Up Capital: \$ _____

ABN: _____ ACN: _____

Directors (or proprietors) (Full Names) **Address** **Phone**

1. _____

2. _____

3. _____

REFERENCES (within last 12 months)

Company Name **Phone / Fax** **Contact Name**

1. _____

2. _____

3. _____

ACCEPTANCE OF TERMS AND CONDITIONS

We have read and hereby unconditionally accept all of the International Corrosion Services Terms and Conditions contained in document CF-ADM-17.

Signature: _____ Name & Position: _____

Signature: _____ Name & Position: _____

GUARANTEE

I/We being Director/s and/or Guarantor(s) of the above Company, request International Corrosion Services Pty Ltd ("the Owner") to enter into sale and/or hire agreements with the Company and in consideration of the Owner so doing I/We unconditionally guarantee to the Owner the due payment by the Company of all moneys payable to the Owner by the Company and the due performance of the Company of all its obligations under any such sale and/or hire agreements to the intent that if the Company should default I/We shall pay such moneys and all loss or damage to the Owner on demand. I/We (jointly or severally) unconditionally and irrevocably agree to indemnify and keep indemnified the Owner against loss, damage, costs and expenses whatsoever which the Owner may suffer or incur as a result of any default on the part of the Company in relation to its obligation under any sale and/or hire agreements. This guarantee is continuing and irrevocable until the whole of the Company's obligations have been paid or satisfied, and shall not be affected in any way by the Owner granting time, credit or any indulgence to the Company. I/We by the execution of this application agree to all terms and conditions as provided with this application and consent to the Owner seeking information from another credit provider or credit reporting agency about my consumer credit worthiness in relation to an application for commercial or consumer credit.

Dated this _____ Day of _____ 20_____

Guarantor'(s) Signature: _____ Name: _____

Guarantor'(s) Signature: _____ Name: _____

Witness Signature: _____ Name: _____

ACCOUNTS ARE DUE & PAYABLE WITHIN THIRTY (30) DAYS FROM THE DATE OF INVOICE.

THIS ACCOUNT MAY BE CANCELLED/SUSPENDED/VARIED WITHOUT NOTICE IF ACCOUNTS ARE NOT PAID BY THE DUE DATE

Office Use Only

Approved by: _____ Account Number: _____ Letter sent: _____

Standard Terms & Conditions of Trade – As of 1st August 2010

1. We need to tell you about the treatment of any metal – We take absolutely **NO RESPONSIBILITY** for any item treated by any of our chemical or mechanical processes – We don't take responsibility on the make up/composition of any metal and how it reacts to acid or any other metal treatment.

2. Definitions

- 2.1. "Seller" shall mean International Corrosion Services and its successors and assigns.
- 2.2. "Buyer" shall mean the Buyer or any person acting on behalf of and with or without the authority of the Buyer.
- 2.3. "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer on a principal debtor basis.
- 2.4. "Goods" shall mean Goods supplied by the Seller to the Buyer (include and supply of Services as hereinafter defined).
- 2.5. "Services" shall mean all services by the Seller to the Buyer and includes advice/consultation and recommendations.
- 2.6. "Price" shall mean the costs of the Goods / Services as agreed between the Seller and the Buyer subject to any clause of these terms and conditions or any contract.

3. Acceptance

- 3.1. Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's (acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein – No Goods/Services to be supplied without written official purchase order.
- 3.2. Where more than one Buyer has entered into this agreement, (i.e. Joint Ventures / Company of Directors) -The Buyer's shall be jointly and severally liable for all payments when they fall due for payment.
- 3.3. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and cannot be changed without the written consent by a representative of the Seller.
- 3.4. None of the Seller's agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the Seller in writing nor is the Seller bound by any such unauthorized statements.
- 3.5. The Buyer undertakes to give the Seller not less than seven (7) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including, changes in the Buyer's address, Buyer's details, or business practice).

4. Goods

4.1. The Goods are described on the Tax Invoices, Quotations, Work orders, Purchase Orders or any other work commencement forms as provided by the Seller to the Buyer.

5. Price and Payment

- 5.1. At the Seller's sole discretion the Price shall be either:
- 5.2. Indicated on Tax invoices provided by the Seller to the Buyer for Goods/Services supplied/provided; or
- 5.3. The Seller's quoted Price which shall be binding provided that the Buyer shall accept in writing the Seller's quotation within seven (7) days.
- 5.4. Deposit(s) may be required. The deposit amount/ percentage of the Price will be detailed at the time of the order of the Goods/Services and maybe due and payable at the time of order.

- 5.5. Time for payment for the Goods is very important and shall be stated on the Tax invoice, quotation or any other form. Standard payment terms shall be on delivery/completion of the Goods/Services (unless pre-arranged 'prior').
- 5.6. Payment shall be made by cash on delivery/company cheque/bank cheque/credit card/direct debit, or by any other method as agreed to between the Buyer and the Seller.
- 5.7. The Price will be increased by the amount of any GST (Goods and Services Taxes) and other taxes and duties which may be applicable, except when such taxes are expressly included in any quotation given by the Seller.

6. Delivery of Goods / Services

- 6.1. Delivery of the Goods shall be made to the Buyer's previously arranged address. The Buyer shall take full responsibility to take full and immediate delivery without delay. (All delays will be payable by the Buyer). Delivery of the Goods shall be made to the Buyer at the Seller's address, if not previously arranged.
- 6.2. Delivery of the Goods to a carrier named by the Buyer is deemed to be a delivery of Goods to the Buyer – Any address is deemed full delivery.
- 6.3. The costs of carriage/delivery/transport and any insurance which the Buyer directs the Seller to incur shall be reimbursed by the Buyer "(without any set-off/mark up/other withholding (whatsoever) and shall be due on the
- 6.4. Date for payment of the Price. The carrier is deemed to be the Buyer's agent.
- 6.5. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 6.6. The Seller shall not be liable for any loss/damage whatsoever due to failure by the Seller to deliver the Goods/Services (or any of them) promptly/at all.

7. Risk

- 7.1. Any/All risk for the Goods/Services passes to the Buyer on delivery (Part or Full delivery).
- 7.2. If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

8. Warranty

- 8.1. The warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturers
- 8.2. warranties or any supplier's warranties.

9. Buyer's Disclaimer

- 9.1. The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller. The Buyer acknowledges that he buys the Goods/Services relying solely upon his own skill and judgement. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- 10.1. Nothing in this agreement is intended to have the effect of contracting out / cancelling of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Defect/Returns

- 11.1. The Buyer shall inspect the Goods on delivery and shall within 48 hours of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer will give the Seller an opportunity to inspect the Goods within a reasonable time following delivery. If the Buyer fails to inform the Seller, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and are free from any defect or damage.
- 11.2. For Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:
- 11.3. The Goods are returned at the Buyer's cost within thirty (30) days of the delivery date;
- 11.4. The Seller will not be liable for Goods which have not been stored or used in a proper manner;
- 11.5. The Goods are returned in the condition in which they were delivered, in as new condition as is reasonably possible in the circumstances.
- 11.6. The Seller may (in its discretion) accept the Goods for credit/refund but this may incur a handling/restocking fee of 30% of the value of the returned Goods plus any freight or any other occurred expenses to return the goods.

12. Cancellation

- 12.1. All cancellations will NOT be accepted. Should the seller decide to accept the cancellation, it will be on the condition that ALL profits and costs involved (whether or not treatment has commenced or not) will be reimbursed to the seller. The seller only accepts cancellation at its discretion, and NOT the buyer's discretion.

13. Intellectual Property

- 13.1. Where the Seller has designed/drawn/specified Goods/Services for the Buyer, then the copyright in those designs/drawings/specifications shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.
- 13.2. Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sale conditions may look for an indemnity-the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller).
- 13.3. Where any designs or specifications have been supplied by the Buyer for manufacture, by the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

14. Unpaid Seller's Rights to Dispose Of Goods

- 14.1. In the event that - The Seller retains possession or control of the Goods; And payment of the Price is due to the Seller; and the Seller has made demand in writing of the buyer for payment of the Price in terms of this contract; and the Seller has not received the payment, then, whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the buyer the loss to the Seller on such disposals.

15. Default & Consequences of Default

- 15.1. 14.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment (rate of 7% compounding per calendar month) and shall accrue at such a rate after as well as, before any judgement.
- 15.2. 14.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against the entire Seller's costs/disbursements including a solicitor and all Seller's nominees costs of collection.
- 15.3. 14.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment); the Seller may suspend/terminate the supply of Goods/Services to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable for any issue under this clause.

- 15.4. 14.4 In the event that:
- 15.5. any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- 15.6. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 15.7. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law
- 15.8. the Seller shall be entitled to cancel all or part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
- 15.9. all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.
- 15.10. 14.5 If any account remains unpaid at the end of the agreed payment terms after supply of the Goods or Services, an immediate amount of 20% of the amount overdue shall be levied for administration fees which shall become immediately due and payable in addition to the interest payable.

16. Security and Charge

- 16.1. Including any other rights which the Seller may have howsoever:
- 16.2. Where the Buyer and/or the Guarantor (if any) are owners of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller, or
- 16.3. The Seller's nominated party - to secure all monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- 16.4. Should the Seller elect to proceed in any manner in accordance with this clause, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and any other costs – including loss of income.

17. Privacy Act 1988

- 17.1. The Buyer/Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
- 17.2. The Buyer/Guarantor/s agree that the Seller may exchange information about Buyer/Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency to assess an application by Buyer or to notify other credit providers of a default by the Buyer; Or to exchange information with other credit providers as to the status of this credit account and to assess the credit worthiness of Buyer and/or Guarantor/s.
- 17.3. The Buyer consents to the Seller being given a consumer credit report to collect payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 17.4. The Buyer agrees that Personal Data provided may be used/retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
- 17.5. Provision of Services & Goods;
- 17.6. Marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
- 17.7. Analysing, verifying and/or checking the Buyers credit, payment and/or status in relation to provision of Services/Goods;

- 17.8. Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; Enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.
- 17.9. The Seller may give, information about the Buyer to a credit reporting agency to obtain a consumer credit report about the Buyer; and allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

18. Lien & Stoppage in Transit

- 18.1. Where the Seller has not received the whole of the price, or the payment has been dishonoured, the Seller shall have the right to retain Goods/Services for the price while the Seller is in possession of them.
- 18.2. The right of stopping the Goods in transit whether or not delivery has been made or ownership has passed the right of resale shall continue despite the commencement of proceedings or judgement for the price having been obtained.

19. Title

- 19.1. Goods/Service title rights shall not pass until:
- 19.2. The Buyer has paid all amounts owing for the particular Goods/Services, and the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.
- 19.3. It is further agreed that:
- 19.4. Until Such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- 19.5. If the Buyer fails to return the goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- 19.6. Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognized and until then the Seller's ownership of rights in respect of the Goods shall continue.
- 19.7. The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
- 19.8. Until such time the Buyer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

20. General Conditions

- 20.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2. All Goods supplied by the Seller are subject to the laws of Western Australia and the Seller takes no responsibility for changes in the law which affects the Goods supplied.
- 20.3. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the buyer arising out of a breach by the Seller of these terms and conditions.
- 20.4. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
- 20.5. The Buyer shall not set off against the Price amounts due from the Seller.

- 20.6. The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 20.7. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of such change.
- 20.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control.
- 20.9. International Corrosion Services are not liable at all for any legal/illegal action/non action by any of its Directors/Managers/Employees/Agents or Representatives. All dealings with International Corrosion Services are entirely at the Buyer's risk and International Corrosion Services takes no responsibility for any Goods/Services provided/supplied.
- 20.10. International Corrosion Services recommends seeking other consultation/legal advice from a third party before entering into any agreement with International Corrosion Services.

21. **STORAGE OF STAINLESS STEEL IN WORKSHOP.**

- 21.1. ICS will give the client notice on when steel is finished treatment. Should the client fail to pick up product within 48 hours of notice, storage will be charged at the rate of AU\$5.00 + GST per pallet space of steel per day, on a continuing basis until it is released/picked up. This includes all accounts that are due for payment upon collection. It is up to the client to pay on time.