



# COMMERCIAL CREDIT ACCOUNT APPLICATION

The Customer applies for a commercial credit account from Lysaght Building Solutions Pty Ltd ABN 61 103 232 444 trading as Metalform Structures ("Supplier") and submits the following information:

## INTERNAL USE ONLY

Sales Contact Name:  Sales Contact Ph:

Branch:  Account No.:

## ALL FURTHER ITEMS ON PAGE 1 & PAGE 3 ARE MANDATORY

### 1. CUSTOMER'S ACCOUNT DETAILS

Please tick: Is the Applicant:  Government  A Company  A Partnership  A Sole Trader  A Trustee

Applicant's Name/Company Name:

ACN  ABN  ARBN

Acting in its own right and/or as Trustee for the  Trust

Trading as Name  Trust ABN

Business Address:   
 State  Postcode

Postal Address:   
 State  Postcode

Telephone: ( )  Facsimile ( )  Mobile

Email Address for all invoices & statements

Business Commenced  /  /

### 2. CUSTOMER'S CREDIT DETAILS

Bank:  BSB:  Account Number:

REQUIRED FOR CHEQUE PROCESSING EFFICIENCY

Credit requested \$  (monthly)

Trade References (x4)

<input type="text"/>	(Ph) <input type="text"/>
<input type="text"/>	(Ph) <input type="text"/>
<input type="text"/>	(Ph) <input type="text"/>
<input type="text"/>	(Ph) <input type="text"/>

### 3. CUSTOMER'S BUSINESS DETAILS

#### FULL NAME OF SOLE TRADER, PARTNERS, TRUSTEES AND DIRECTORS

Partners or Directors	Residential Address	Phone	D.O.B	Drivers Lic. No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

List of Associated Companies

Do you hold any other accounts with the BlueScope Steel Limited Group?

Have any of the directors/proprietors previously been bankrupt or involved in a company which has been liquidated or placed into official management:  Yes  No (If Yes, please provide the details below)

Have directors provided personal guarantees to other suppliers?  Yes  No

#### 4. BUSINESS DATA: FINANCIAL & PROPERTY

Nature of Business:	<input type="text"/>	No. of Employees	<input type="text"/>						
Date Commenced:	<input type="text"/>	Building Company: Yes/No	Builders Reg No. <input type="text"/>						
Property where Business conducted:	<input type="text"/>	Owned in Full	<input type="checkbox"/>	Mortgaged	<input type="checkbox"/>	Rented	<input type="checkbox"/>		
If Owned, please confirm if owned by Account Applicant	<input type="text"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>				
If Rented, please confirm if rented from Related Business / Individual	<input type="text"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>				
EDI Capable: Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Equipment: Bank Financed	<input type="checkbox"/>	Owned in Full	<input type="checkbox"/>	Leased	<input type="checkbox"/>

\* Please attach latest audited financials or provide key financial information from your most recent Accounts.

Date information Relates:	<input type="text"/> / <input type="text"/> / 20	Debt Factored:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Annual Sales:	\$ <input type="text"/>
Paid Up Capital	\$ <input type="text"/>	Short Term Debt:	\$ <input type="text"/>	Inventory:	\$ <input type="text"/>	
Retained Profits (Losses)	\$ <input type="text"/>	Trade Creditors:	\$ <input type="text"/>	Debtors:	\$ <input type="text"/>	
Total Equity:	\$ <input type="text"/>	Total Liabilities:	\$ <input type="text"/>	Total Assets:	\$ <input type="text"/>	

#### 5. CONDITIONS OF SALE

The Supplier's Conditions of Sale dated 8 November 2023 ("Conditions") attached to this Application are incorporated into every contract ("Contract") for supply of goods between the Supplier ("we" or "us") and the Customer ("you") from the date that we agree to provide credit to you ("Acceptance Date"). Please read the Conditions carefully, particularly the following rights and obligations:

- The price for goods is as agreed by the parties on our acceptance of an order, except where we incur an increase in production, procurement and/or delivery costs before delivery, provided we give you prior reasonable written notice and limit the amount of the increase to these additional costs. [cl 2.2]
- If you don't advise us of faults or defects in goods within 5 business days of delivery, you will have no contractual claim against us. If you do advise us within 5 business days, we may repair or replace unused goods. [cl 9.1, 9.2]
- To the extent permitted by law we are not liable to you for any indirect or consequential loss and our maximum liability under each Contract is limited to the price paid for the affected Goods. If you are a Consumer or Small Business, our liability to you is limited to the extent permitted by the Competition & Consumer Act 2010 (Cth) including to replacing or repairing goods. [cl 10]
- If we make goods to your specification, you release us from claims relating to faults in the specification and you indemnify us if we infringe a third party's rights in using the specification or if we suffer loss arising out of using it, except that if you are a Consumer or Small Business then we will be liable to you to the extent that we are negligent, have engaged in fraud or wilful misconduct, or made an error. [cl 10.4(a)]
- If we enter your, or a third party's, premises to make deliveries, unless we, our officers or employees, or our transport contractor are negligent or have engaged in fraud or wilful misconduct, or made an error, you: (a) release us from claims for damage to the premises or personal injury and (b) indemnify us if we suffer loss relating to damage to third party's premises or personal injury. [cl 6.6]
- If you breach any payment obligation set out in the Conditions and do not rectify that breach within ten (10) business days of us notifying you to do so, then we may terminate any contracts between us whether or not relating to the supply of goods, without liability to you and/or we may withdraw any credit facilities which have been extended to you. [cl 4.3]
- You agree to us registering a security interest in the goods and to the extent permitted under the PPSA, you agree to waive your statutory right to receive notice of any verification of the registration. [cl 8.8]
- If the guarantee and indemnity in section 9 of this Application is not signed by a guarantor, you agree that we may charge any real property that you own to secure your obligations to pay us the amount we provide to you as credit. We may register a caveat against such property to note our interest. [cl 4.4]

By signing this Application in the space provided in section 8, the Customer expressly:

- a) acknowledges having received notice of the Conditions including those Conditions drawn to the Customer's attention in the box above;
- b) agrees [subject to c) below] that the Conditions are incorporated into each and every Contract between the Supplier and the Customer after the Acceptance Date; and
- c) agrees that if, from time to time, the Supplier varies the Conditions after the Acceptance Date with reasonable notice to the Customer, the Conditions as varied are incorporated into each and every contract between the Supplier and the Customer after the effective date of the variation.

#### 6. CREDIT REPORTING NOTIFICATION AND CONSENT

The Supplier is a member of the BlueScope group of companies and handles certain information in accordance with BlueScope's credit reporting policy. I acknowledge that:

- I have been provided with BlueScope's combined Privacy and Credit Reporting Notice and Credit Reporting Policy;
- a copy of the BlueScope group's Privacy Policy can also be obtained from <https://www.bluescope.com/privacy-policy>;
- a copy of the BlueScope group's Credit Reporting Policy can also be obtained from <http://www.bluescopesteelconnect.com/primary-nav/credit-reporting-policy>; and
- in addition to containing information about my rights to request access and correction to my information and make a complaint, the combined Privacy and Credit Reporting Notice and Credit Reporting Policy also contains further details about how and why my information (including credit information and personal information) may be collected, help and used and to whom that information may be disclosed (including to overseas recipients and the countries in which those entities are likely to be located), the name and contact details of the credit reporting bodies to whom my information may be disclosed, how I can obtain the credit reporting body's policy about the management of credit information and other rights in relation to information held by the credit reporting body.

By signing this application as a sole trader, partner, trustee, director or guarantor, I personally agree that the Supplier may to the extent permitted by law:

- (a) provide any items of my personal information permitted by Part IIIA of the Privacy Act 1988(Cth) to a credit reporting body;
- (b) obtain a consumer credit report about me from a credit reporting body to assess my Application for credit (including for commercial credit purposes under Part IIIA of the Privacy Act 1988 (Cth)) or consider my proposed guarantee in respect of the Application (as applicable) or to collect overdue payments;
- (c) give credit information about me to a person permitted under Part IIIA of the Privacy Act 1988 (Cth) for considering whether to act as guarantor, or to a guarantor; and
- (d) exchange credit information about me with other credit providers to assess my credit worthiness or this Application.

## 7. REPRESENTATIONS, ACKNOWLEDGEMENT & AUTHORISATIONS

- a) In this section 7, the Customer is referred to as "You".
- b) You represent to the Supplier that you are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole trader has been a director of a Company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended) other than as declared in section 3 of this application.
- c) You represent to the Supplier that you are authorised to make this application.
- d) You acknowledge that the submission of this application does not automatically result in the granting of a credit account by the Supplier
- e) If You are the trustee of any Trust You:
  - (i) represent to the Supplier that You are bound by these Conditions and You agree to charge Your land as trustee: and
  - (ii) warrant that it is a proper exercise of Your authority and power under the trust instrument and at law to trade with the Supplier and to charge Your land in accordance with these Conditions.

## 8. SIGNATURES OF SOLE TRADER, ALL PARTNERS, DIRECTORS & TRUSTEES (Required for all applications)

	1	2	3	4
Signature				
Name				
Position				
Date				

THIS APPLICATION FOR CREDIT SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY

Witness Signature				
Witness Name				
Witness Address				

## 9. GUARANTEE & INDEMNITY

### IMPORTANT INFORMATION FOR THE GUARANTOR

- You should seek independent legal and financial advice.
- You can refuse to sign this document although this may impact the Supplier's decision about whether to grant credit to the Customer.
- There are financial risks involved with signing a guarantee and indemnity. You may have to pay money owed by the Customer.
- You can request information about the Customer's credit arrangements from the Supplier.
- The **guarantee** covers all amounts currently owed and all amounts that the Customer may owe in the future to the Supplier, which may be different to the initial amount of credit requested under the Customer's credit application. The amount of credit extended to the Customer by the Supplier may vary from time to time depending on the Customer's orders and the Supplier's credit processes. If you would like to understand the amounts that may be owing by the Customer from time to time, or the Customer's credit terms, you should discuss this with the Customer.
- In addition, and separate to the guarantee, you agree to **indemnify** the Supplier against any loss the Supplier suffers by reason of the Supplier's inability or failure to enforce the guarantee, excluding any loss resulting from the Supplier's (or its employees, officers, contractors, or agents) error, fraud, negligence or wilful misconduct.
- You also agree to **charge** all present and future real property and consent to the Supplier lodging a **caveat** or caveats over any real property held by you to secure payment of the Guaranteed Moneys.

### Guarantee

In consideration of the Supplier agreeing to supply or continuing to supply goods and/or services on credit to the Customer named below, each guarantor named below (the "Guarantor") unconditionally and irrevocably guarantees to the Supplier the due and punctual payment of all amounts owing from time to time by the Customer to the Supplier (the "Guaranteed Moneys").

### Indemnity

The Guarantor indemnifies the Supplier against any loss the Supplier suffers by reason of its inability or failure to enforce the guarantee above for any reason other than the Supplier's error, fraud, negligence or wilful misconduct or the error, fraud, negligence or wilful misconduct of the Supplier's employees, officers, contractors or agents, or any receivers appointed by the Supplier.

The Supplier may enforce this indemnity against the Guarantor as a principal obligation separately from the guarantee above.

### Reasonable enforcement expenses

In addition to the guarantee and indemnity described above, the Guarantor agrees to pay all costs, charges, fees and expenses (including all legal fees and expenses) ("Costs") that the Supplier reasonably incurs in connection with the recovery of the Guaranteed Moneys or the enforcement of any right or remedy that the Supplier has under this Guarantee and Indemnity. The Guarantor must pay these Costs in accordance with any written request made by the Supplier.

The Guarantor's liability under this clause does not extend to Costs arising from the Supplier's error, fraud, negligence or wilful misconduct or the error, fraud, negligence or wilful misconduct of the Supplier's employees, officers, contractors or agents, or any receiver appointed by the Supplier.

## Terms of the Guarantee and Indemnity

The Guarantor agrees with the Supplier that:

- 1 this Guarantee and Indemnity shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee and Indemnity are principal obligations and are not released, discharged, or otherwise affected by anything which but for this provision might have that effect, including:
  - (a) any other guarantee or any security or instrument which the Supplier may hold in respect of any Guaranteed Moneys or any judgment obtained by the Supplier or any related body corporate;
  - (b) any arrangement with, or release of, the Customer or any other guarantor by the Supplier or by operation of law;
  - (c) the fact that any of the Guaranteed Moneys are irrecoverable unless this was due to the Supplier's error, fraud, negligence, or wilful misconduct (or the error, fraud, negligence or wilful misconduct of the Supplier's employees, officers, contractors or agents, or any receiver appointed by the Supplier);
  - (d) any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member;
  - (e) the death, liquidation or bankruptcy of the Customer or a Guarantor;
  - (f) the agreement of the Supplier to any composition, arrangement or scheme in respect of the Customer which would have a material impact on the ability of the Customer to repay the Guaranteed Moneys;
  - (g) the failure of any other person named as a party to execute this Guarantee and Indemnity;
  - (h) any variation of the terms upon which the goods and/or services are supplied to, or paid for by, the Customer;
  - (i) an increase in the amount of Guaranteed Moneys;
  - (j) the fact that any credit was provided by the Supplier before this Guarantee and Indemnity was signed;
  - (k) the granting of any time, waiver, any indulgence or concession to the Customer or Guarantor by the Supplier; and
  - (l) the Supplier exercising its rights under the Conditions of Sale or any other supply arrangement between the Supplier and the Customer to assign, declare a trust over, transfer or otherwise deal with any of the Supplier's rights or interests, including its rights or interests in receivables owed to the Supplier by the Customer (and any related security).
- 2 until the Supplier has received all of the Guaranteed Moneys:
  - (a) in the event of any bankruptcy or any other form of external administration of the Customer's estate, the Guarantor will not without the prior written consent of the Supplier, lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor, nor enforce any security held by the Guarantor in respect of the Customer; and
  - (b) if requested by the Supplier (acting reasonably), the Guarantor will lodge a proof of debt or similar claim in any such administration and enforce any such security and execute all such documents and do all such things as the Supplier may reasonably require to enable the Supplier to have and receive the benefit of or arising from any such proof, claim or security.
- 3 the Supplier may issue a certificate stating any moneys owed by the Customer or Guarantor to the Supplier under this Guarantee and Indemnity. The Guarantor agrees that such a certificate can be relied upon by a Court as acceptable and sufficient evidence of those amounts for the purpose of making any order or judgment. Such certificates are not binding on the Guarantor, and the Guarantor may challenge them. If any error is shown in such a certificate, the Supplier will withdraw the certificate and apply to reverse any order or judgment made based on such certificate at its expense.
- 4 if any transaction in connection with an amount owing or payable by the Guarantor or the Customer (including any payment made by the Customer to the Supplier) is held to be void or voidable under insolvency law, then the Supplier is entitled, as against the Guarantor and the Customer, to the rights in respect of the amount owing or payable to which the Supplier was entitled immediately before the transaction.
- 5 where any provision of, or application of any provision of, this Guarantee and Indemnity is void, illegal or unenforceable in any jurisdiction, this does not affect the validity, legality, enforceability of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered void, illegal or unenforceable.
- 6 the Guarantor charges in favour of the Supplier all of the Guarantor's present and future interests in real property as security for the payment of the Guaranteed Moneys and the Guarantor consents to the Supplier lodging a caveat or caveats to note such interests. Where the Guarantor is entering into this Guarantee and Indemnity in its capacity as a trustee of a trust, the Guarantor agrees that the charge created by this clause extends to all present and future interests in real property held by it in its capacity as trustee.
- 7 all payments which the Guarantor is required to make under this Guarantee and Indemnity must be made without any set-off, deduction or withholding, unless the Guarantor is required to make a deduction or withholding by applicable law, and are payable on demand by the date notified to the Guarantor in the demand notice.
- 8 any demand or notice may be served on the Guarantor by delivering it to the Guarantor personally or by sending it by post to the Guarantor's last address.
- 9 the Guarantor must pay all reasonably incurred taxes, duties, fees and expenses in relation to any stamping, registration or discharge of this Guarantee and Indemnity. The Guarantor agrees to pay the GST inclusive amount of any taxable supply made under or in connection with this Guarantee and Indemnity.
- 10 the Guarantor may end its liability under this Guarantee and Indemnity in relation to future supply of goods and/or services on credit by the Supplier to the Customer by giving at least 10 business days' notice in writing to the Supplier (at [credit.risk@bluescopesteel.com](mailto:credit.risk@bluescopesteel.com)) and the Customer. Following receipt of such notice, the Supplier will make a reasonable attempt to notify any other Guarantors of this matter if their contact details are readily available. The Guarantor acknowledges that:
  - (a) the exercise of its right to end liability under this clause will take effect from the later of the effective date specified by the Guarantor in the Guarantor's notice or 10 business days after the Guarantor's notice is received by the Supplier and the Customer ("End Date"), subject to paragraph (b) below;
  - (b) exercising its right to end liability under this clause does not affect its liability under the Guarantee and Indemnity for any amounts owing or which will become owing by the Customer or the Guarantor to the Supplier in relation to goods and/or services ordered or supplied on or before the End Date;

- (c) upon receiving a Guarantor's notice in accordance with this clause, the Supplier may refuse to accept further orders and/or provide further goods and/or services on credit to the Customer, or reduce the amount of credit provided to the Customer, as a result of the Guarantor's decision to provide notice under this clause; and
  - (d) if there is more than one Guarantor and one or more (but not all) of the Guarantors exercise a right to end their liability under this Guarantee and Indemnity, any Guarantor who has not exercised that right will continue to remain fully liable under this Guarantee and Indemnity.
- 11 in this Guarantee and Indemnity, 'Guarantor' or 'you' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns;
- 12 in this Guarantee and Indemnity, 'Supplier' means the relevant entity or entities stated in the Customer's commercial credit account application and/or the relevant Conditions of Sale that may supply goods and/or services to the Customer from time to time.
- 13 in this Guarantee and Indemnity, 'related body corporate' has the meaning in the Corporations Act and includes BlueScope Steel Limited ACN 000 011 058 and all of its subsidiaries.
- 14 in this Guarantee and Indemnity, the following rules of interpretation apply unless the context otherwise requires:
- (a) words denoting the singular number include the plural (and vice versa);
  - (b) words denoting natural persons include bodies corporate and unincorporate and their permitted assigns (and vice versa); and
  - (c) references to any party to this Guarantee and Indemnity or any other agreement or instrument include the party's successors and permitted assigns.
- 15 where the Guarantor is entering into this Guarantee and Indemnity in its capacity as a trustee of a trust, the Guarantor warrants that it is a proper exercise of the Guarantor's authority and power under the trust instrument and at law to enter into this Guarantee and Indemnity.
- 16 the Guarantor agrees that with advance written notice to the Guarantor, the Supplier may assign any rights under this Guarantee and Indemnity to any of its related bodies corporate, a third party in relation to dealing with its rights and interests in the receivables or related security or, in the case of a sale of business, to any third party which acquires all or substantially all of the assets of the Supplier.
- 17 this Guarantee and Indemnity is governed by the laws of the State or Territory in which it is executed and the Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of that State or Territory.

**BEFORE YOU SIGN THIS GUARANTEE AND INDEMNITY:**

- A. You should read the Guarantee and Indemnity carefully.
- B. You should make your own inquiries about the credit worthiness and financial position of the Customer (in particular whether you think they can repay their current or future debt incurred under the credit arrangements with the Supplier).
- C. You should see your own lawyer to seek independent legal advice prior to signing so that you fully understand your liability under this Guarantee and Indemnity. You should also consider seeing your own financial adviser for independent advice on this Guarantee and Indemnity.

Executed as an agreement

**GUARANTOR'S PRIVACY CONSENT**

- I/We have each read and agree to section 6 "Privacy Authority - Individuals & Guarantors" in this Credit Account Application.

**SIGNATURE OF GUARANTORS**

Where the Customer is a company, this Guarantee and Indemnity should be provided by all company directors. You or any director can refuse to sign this document, but this may impact the Supplier's decision about whether to grant credit to the Customer.

Where the Customer is a trust, this Guarantee and Indemnity should be provided by all trustees. You or any trustee can refuse to sign this document, but the credit application will not be able to be submitted by the Customer or accepted by the Supplier unless all trustees have provided this Guarantee and Indemnity.

Where the Customer is a partnership, this Guarantee and Indemnity should be provided by all partners. You or any partner can refuse to sign this document, but the credit application will not be able to be submitted by the Customer or accepted by the Supplier unless all partners have provided this Guarantee and Indemnity.

Name of commercial credit applicant  
(the "customer")

Acting in its own right and or as trustee for the <span style="float: right;">Trust</span>
Trading as

	1	2	3	4
Signature				
Name				
Position				
Date				

**THIS GUARANTEE SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY**

Witness Signature			
Witness Name			
Witness Address			

## General Terms and Conditions of Sale of Lysaght Building Solutions Pty Ltd trading as Metalform Structures

These General Terms and Conditions of Sale ("Conditions") will apply to and form part of any contract for the supply of goods, products and materials and related services ("Goods") Lysaght Building Solutions Pty Ltd ABN 61 103 232 444 trading as Metalform Structures ("Supplier") to the Purchaser.

Effective: 8 November 2023

Nothing in these Conditions excludes, restricts, modifies or limits the application of the Australian Consumer Law to the extent it applies to any transaction arising under these Conditions.

### 1. Quotations, orders and contracts

- 1.1. All quotations made, and any order for Goods which is accepted, by Supplier are subject to these Conditions and any other terms which are agreed to in writing by the parties. These Conditions are to the exclusion of any previous dealings between Supplier and any Purchaser or the imposition of additional or alternative terms and conditions by a Purchaser. These Conditions set out the entire agreement between the parties in relation to their subject matter. The terms of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded in their entirety with respect to the sale of Goods under these Conditions.
- 1.2. A quotation is not a binding offer to sell. Supplier may withdraw, revoke or vary a written quotation at any time prior to Supplier accepting an order in response to that quotation.
- 1.3. Supplier reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Purchaser.
- 1.4. The agreement to supply Goods to the Purchaser starts on the date Supplier agrees to supply the Goods to the Purchaser.

### 2. Price

- 2.1. Subject to these Conditions, the price of Goods will be as agreed between Supplier and the Purchaser at the time of Supplier's acceptance of the Purchaser's order.
- 2.2. If in the period between acceptance of an order by Supplier and delivery of the relevant Goods, Supplier incurs an increase in the cost of producing, procuring and/or delivering the Goods, Supplier reserves the right to increase the price of those Goods (a 'price escalation') subject to (a) prior written notice to the Purchaser and (b) that price escalation not exceeding the increase incurred by Supplier.
- 2.3. The price of Goods specified by Supplier in any quotation:
  - (a) will remain valid for a period of 30 days unless otherwise specified; and
  - (b) is subject to any other conditions specified in the quotation.
- 2.4. If GST is payable, or notionally payable, on a supply made under or in connection with these Conditions, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply ("**GST Amount**"). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days after the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- 2.5. Unless otherwise agreed, the price of the Goods does not include the cost of delivery of the Goods, which will be as agreed by the parties at the time Supplier accepts the Purchaser's order. Where Supplier incurs any additional costs arising out of:
  - (a) late notification by the Purchaser of a change to the agreed delivery schedule,
  - (b) storage charges where Goods are not collected immediately upon being made available, or are not delivered within one (1) month of being ready for delivery for any reason outside of Supplier's control (unless otherwise agreed with the Purchaser) or demurrage costs incurred by Supplier, Supplier may pass these costs through to the Purchaser (to the extent reasonably incurred).
- 2.6. Unless otherwise requested by the Purchaser in writing, the price provides for Supplier's standard packing arrangements. On request, Supplier will provide details of its standard packing arrangements, as applicable.

### 3. Payment

- 3.1. Unless Supplier grants credit to the Purchaser, and subject to Supplier's right to withdraw credit under these Conditions, payment for Goods purchased from Supplier must be made by the Purchaser in immediately available funds on or immediately prior to delivery of the Goods.
- 3.2. Where the Purchaser has an approved credit account with Supplier, the Purchaser must ensure that payment for the Goods is made to Supplier by no later than 30 days after the date of Supplier's invoice unless otherwise agreed.
- 3.3. Supplier may re-evaluate payment terms, suspend performance of an order or terminate an order entirely if, in Supplier's reasonable opinion, the credit of the Purchaser becomes impaired or there is a material adverse change to the Purchaser's financial position.
- 3.4. Supplier may charge interest on all amounts overdue, from the date of default until the date of payment in full, at the rate of 2% per annum above the prevailing Reference Rate charged by the Australia and New Zealand Banking Group Limited for business finance (or if that rate is no longer published, a comparable rate set by the Australia and New Zealand Banking Group Limited). All payments made by the Purchaser will first be applied to the accrued interest.
- 3.5. Neither party may, and each party waives its right to, set off any amount owed by it to the other against any amount of money owed, or that may become owing, to it by the other party. However, discounts, rebates, credits and other payments due from Supplier to the Purchaser in

connection with the supply of Goods, or any other supply to the Purchaser, may be paid by way of credit note against amounts owing by the Purchaser.

- 3.6. Payments made by credit card may be subject to a surcharge, to the extent permitted by Law.

### 4. Default by Purchaser

- 4.1. If the Purchaser is in default of any of its obligations under these Conditions or any other agreement between the Purchaser and Supplier for the supply of Goods (including any obligation to pay) ("**Default Event**"), Supplier may notify the Purchaser of the default and immediately suspend delivery of any further Goods whether under these Conditions or otherwise until such time as the Purchaser has remedied that default.
  - 4.2. If a Default Event occurs, Supplier may terminate this or any other agreement for the supply of Goods to the Purchaser if the Purchaser does not remedy the relevant default within 10 Business Days of receipt of notice of the default.
  - 4.3. If the Purchaser is in default of its obligations in relation to payment and does not remedy the relevant default within 10 Business Days of receipt of notice of the default, or the Purchaser becomes subject to an Insolvency Event, Supplier may in addition to any other rights it may have under these Conditions or at Law:
    - (a) terminate any contract between Supplier and the Purchaser in relation to Goods that have not been delivered;
    - (b) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to Supplier by the Purchaser; and/or
    - (c) issue an invoice for, and demand immediate payment for, Goods ordered by the Purchaser but not delivered.
  - 4.4. Where the Purchaser has an approved credit account with Supplier and the Purchaser has not provided a properly executed guarantee and indemnity in the form provided by Supplier prior to the date of the agreement to supply Goods under clause 1.4., the Purchaser as beneficial owner charges in favour of Supplier all of its interest in all of the present and future real property of the Purchaser as security for the due and punctual payment of all debts and monetary liabilities owed by the Purchaser to Supplier pursuant to a contract on the terms of these Conditions. The Purchaser consents to Supplier lodging a caveat to note its interest. All reasonable costs incurred by Supplier relating to any enforcement action taken by Supplier to recover monies due from the Purchaser pursuant to an agreement on these Conditions (including, without limitation, reasonable legal or other debt collection costs, or costs associated with lodgement of a caveat) will be payable by the Purchaser on demand by the date notified to the Purchaser in the demand notice.
5. **Specifications, materials or special orders**
  - 5.1. All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of Supplier or elsewhere are approximations only. They are intended by Supplier to be a general description for information and identification purposes and do not create a sale by description.
  - 5.2. Unless otherwise stated on a quotation, Goods will be supplied by Supplier within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice.
  - 5.3. If Supplier processes the Purchaser's goods or materials then Supplier does not give any warranty or assurance that materials supplied by the Purchaser are suitable for such processing. Supplier accepts no responsibility and will not in any way be liable to the Purchaser for any damage done or caused to such materials or goods, except where the Purchaser is a Consumer or Small Business and such loss or damage arises from the fraud, negligence or wilful misconduct of Supplier or any of its officers, employees or agents.
  - 5.4. The Purchaser agrees that it is solely responsible for assessing the suitability of any of the Goods for a particular purpose.
6. **Delivery and Risk**
  - 6.1. Unless otherwise agreed, Supplier must deliver Goods to the Purchaser as follows:
    - (a) Supplier reserves the right to arrange transport by any means in its absolute discretion;
    - (b) delivery will be made during Working Hours to the location agreed by the parties ("**Delivery Point**");
    - (c) Supplier or its transport contractor will deliver the Goods as close ("**Drop Spot**") to the Delivery Point as, in the reasonable opinion of Supplier or its transport contractor, it is safe or prudent to do so and delivery is effected when Supplier's or its transport contractor's delivery vehicle arrives at the Drop Spot;
    - (d) Supplier reserves the right to charge the Purchaser any reasonable costs which it incurs as a result of any delay by the

- Purchaser in unloading the Goods or where unloading of the Goods cannot be effected, including, if applicable, a reasonable return delivery fee (at prevailing freight rates provided Supplier will use reasonable endeavours to try to minimise this cost);
- (e) the unloading of Goods is the Purchaser's responsibility at its own cost and risk but Supplier or its transport contractor may, without liability to Supplier, unload the Goods if the Purchaser requests Supplier to do so or is absent from the Drop Spot at the time Supplier or its transport contractor wishes to unload and the Purchaser releases and forever discharges Supplier and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Spot;
- (f) where the Purchaser attends Supplier's premises to acquire the Goods, Supplier may, in its absolute discretion:
- deliver the Goods into or onto the Purchaser's vehicle in which case delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
  - deliver the Goods by setting them down alongside the Purchaser's vehicle in which case delivery is effected when the Goods are set down alongside the Purchaser's vehicle notwithstanding that Supplier's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.
- 6.2. Goods ordered for collection will be held for a maximum period of 10 Business Days after the specific collection date. If the Goods are not collected by that time, they may be delivered to (at Supplier's option) the Purchaser's site or store or to a store selected by Supplier and all reasonable costs incurred by Supplier in relation to the holding and delivery of the Goods will be charged to and be paid by the Purchaser.
- 6.3. The Goods are at the Purchaser's risk from the time at which they are delivered (in accordance with clause 6.1) to the Purchaser or its nominee.
- 6.4. Dates and times quoted for delivery are estimates only. Maximum lengths for products vary by State and Territory and delivery of such will be determined by Supplier on a case by case basis.
- 6.5. Supplier will not be obliged to complete any order in one delivery and expressly reserves the right to deliver by instalments. Where Supplier delivers by instalments each instalment will be deemed to be sold to the Purchaser under a separate contract. Failure to deliver any one instalment by the time quoted for delivery of that instalment (if any) will not entitle the Purchaser to terminate the order.
- 6.6. Where Supplier or its transport contractor enters the Purchaser's premises or the premises of a third party to effect delivery, the Purchaser:
- releases Supplier from any claim the Purchaser may at any time have had against Supplier but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by Supplier or its transport contractor of Goods to such premises; and
  - indemnifies and holds Supplier harmless from and against any Losses suffered or incurred by Supplier in respect of damage occasioned to the Purchaser's or third party's premises or injury to persons arising out of the delivery by Supplier or its transport contractor of Goods to such premises,
- except for and to the extent that such Losses arise out of the fraud, negligence, wilful misconduct or an error of Supplier, its officers or employees or its transport contractor.
- 6.7. No defect or claim in respect of Goods delivered will entitle the Purchaser to reject the delivery of other Goods which are not subject to any defect or claim even if they are delivered as part of the same order.
- 6.8. If a party ("**Affected Party**") is prevented either directly or indirectly from performing any of its obligations under these Conditions (other than an obligation to pay), including without limitation, making a delivery of the Goods or any part of the Goods, by reason of Force Majeure it will be entitled, at its option, by notice to the other party, either to:
- extend the time for performance of its obligation for a reasonable period;
  - where the Affected Party is Supplier, subject to refunding the Purchaser for any payment already made to Supplier in respect of those particular Goods (if any), terminate the contract in relation to Goods that have not been delivered,
- and the other party will not have any claim against the Affected Party for damages or any other remedy for breach of contract.
- 6.9. If, due to an event of Force Majeure, the Goods have not been delivered by the date which is 1 month after the estimated delivery date specified in the order acknowledgement, the Purchaser may terminate the order in respect of the Goods which have not been delivered by giving not less than 14 days written notice to Supplier.
- 7. Retention of Title**
- 7.1. The Purchaser agrees that legal and equitable title to the Goods is retained by Supplier until Supplier receives payment in full from the Purchaser for the Goods. Until the Purchaser has paid all monies owing to Supplier on any account, the Purchaser must:
- hold the Goods as bailee of Supplier;
  - keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
  - not sell the Goods except with the prior written consent of Supplier or in the ordinary course of the Purchaser's business, provided that any such sale is at arms' length and on market terms and any proceeds of re-sale (to the extent they relate to the Goods) will be held on trust for Supplier in a separate account or otherwise clearly identified in the books and records of the Purchaser;
  - not create any encumbrance over the Goods which is inconsistent with Supplier's title and ownership of the Goods;
  - where the Purchaser processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, hold such part of the new goods ("**Processed Goods**") and the proceeds of sale of the Processed Goods on trust for Supplier; and
- (f) store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party so that they are readily identifiable as the property of Supplier.
- 7.2. For the purpose of clause 7.1, "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to Supplier at the time the Goods are used in the manufacture of, or incorporated into, the Processed Goods.
- 7.3. If the Purchaser is in breach of its obligation to make payment for the Goods by the due date, the Purchaser becomes subject to an Insolvency Event or in Supplier's reasonable opinion the payment of any amount in respect of the Goods supplied by Supplier is in jeopardy, the Purchaser must (at its cost) return to Supplier any Goods to which title is retained by Supplier immediately on demand.
- 7.4. If the Purchaser does not return the Goods to Supplier on demand under clause 7.3, the Purchaser:
- irrevocably authorises representatives of Supplier to enter upon any site where the Goods are located to take possession of the Goods without prior notice; and
  - indemnifies Supplier for all fees (including legal fees on a full indemnity basis), costs and other Losses incurred or suffered by Supplier (including any such fees, costs and Losses which arise out of a claim made by or against Supplier) in connection with retaking possession of the Goods or the exercise by Supplier of its rights under this clause.
- 7.5. Supplier will be entitled to resell any Goods which have been returned to it or it has taken into possession under clause 7.3 or 7.4.
- 8. Application of the PPSA**
- 8.1. In this clause 8, PPSA means the *Personal Property Securities Act 2009 (Cth.)*. If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.
- 8.2. This clause 8 applies to the extent that Supplier's interest in any Goods is a security interest.
- 8.3. The Purchaser acknowledges and agrees that Supplier may apply to register one or more security interests in the Goods in accordance with the PPSA at any time before or after delivery of the Goods.
- 8.4. To the extent permitted by Law, the Purchaser waives its rights to receive any notice that is required by the PPSA (but this does not prohibit Supplier from giving such a notice).
- 8.5. Supplier can apply amounts it receives from the Purchaser towards amounts owing to it in such order as Supplier chooses.
- 8.6. If the Purchaser defaults in the performance of any payment obligation owed to Supplier under these Conditions or any other agreement for Supplier to supply Goods to the Purchaser, Supplier may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions or the PPSA.
- 8.7. To the maximum extent permitted by Law, Supplier need not comply with, and the Purchaser may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of.
- 8.8. For the purposes of any clause in these Conditions restricting disclosure, disclosure under section 275 of the PPSA will only be regarded as required by Law to the extent that section 275 requires disclosure despite any agreement to the contrary.
- 8.9. The Purchaser must promptly do anything required by Supplier (such as obtaining consents, producing, completing and signing documents) to ensure that Supplier's security interest is enforceable, a perfected security interest and has priority over all other security interests in the Goods.
- 8.10. Nothing in this clause 8 is limited by any other provision of these Conditions or any other agreement between the parties.
- 9. Damage, Inaccuracies and Defects**
- 9.1. The Purchaser must check all Goods received immediately upon delivery and must notify Supplier in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 5 Business Days of the date of delivery of the Goods.
- 9.2. If the Purchaser does not notify Supplier in accordance with clause 9.1, Supplier will not be responsible for any loss or damage whatsoever and howsoever caused arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract, unless the Purchaser is a Consumer or Small Business and such loss or damage arises from the fraud, negligence, wilful misconduct or an error of Supplier, or any of its officers, employees or agents.
- 9.3. If the Purchaser notifies Supplier in writing in accordance with clause 9.1 and, if in Supplier's reasonable opinion the Purchaser's notice is reasonable and the Purchaser has not used the Goods, Supplier will arrange to repair or replace (at Supplier's option) the Goods that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and Supplier's liability to the Purchaser will be limited in accordance with clause 10.3(b). For the avoidance of doubt, this clause does not exclude, restrict, modify, or limit any rights to remedy the Purchaser may have under the Australian Consumer Law.
- 9.4. Any queries regarding items shown on invoices issued by Supplier must be lodged by the Purchaser with Supplier within 5 Business Days after the issue date of the relevant invoice.
- 9.5. Goods are not damaged or defective by reason only of the presence of rust, millscale or rolling seams except as provided for in AS3600.
- 9.6. All roll toolage, shears, lifting and associated equipment which Supplier makes or obtains to produce the Goods will, unless otherwise expressly agreed by Supplier, be and remain the property of Supplier and any payment made with respect to them will be deemed to be a charge in respect of their use. These and any other special tools, jigs, fixtures and

patterns acquired or supplied by Supplier for the fulfilment of the order are the property of Supplier and are not to be used without its authority.

**10. Warranties, Liabilities and Indemnities**

- 10.1. Where applicable, Goods must be installed in accordance with Supplier's recommended fixing procedures (as published from time to time and available on request from Supplier's customer service representative) and Supplier will not be liable for any Losses arising out of a failure to do so.
- 10.2. Any advice, representation or statement given by Supplier's employees, agents or sub-contractors in connection with the design, installation and use of the Goods, whether oral or written, should be considered general in nature. The Purchaser will take steps to satisfy itself that any such advice, representation or statement in connection with the Goods is valid or suitable for the purposes for which, and the manner in which, the Purchaser proposes to use the Goods.
- 10.3. Subject to clause 10.5:
- (a) except for the warranties expressly made in these Conditions and warranties issued by Supplier in writing applying to the Goods (if any) and any rights that the Purchaser may have under the consumer guarantee provisions of the Australian Consumer Law, all conditions, warranties, undertakings or representations, express or implied, arising by Law or otherwise are expressly excluded by Supplier to the full extent permitted by Law;
  - (b) except as otherwise expressly specified in the terms of any applicable written warranty provided by Supplier, Supplier's liability to the Purchaser (whether arising under statute, contract, tort (including negligence), equity or otherwise) for any defect in the Goods, or the supply of the Goods, is limited (to the full extent permitted by Law), at Supplier's option, to:
    - (i) in the case of Goods, the repair of the Goods, the replacement of the Goods or paying for the cost of repair or replacement of the Goods; or
    - (ii) in the case of services, the resupply of services or paying for the cost of resupplying the services;
  - (c) Supplier is not liable to the Purchaser or anyone else in connection with the Goods or the supply of the Goods, or with these Conditions (including any changes to these Conditions), for any Losses:
    - (i) arising from any act or omission on the part of the Purchaser or any of its officers, employees, agents or contractors;
    - (ii) (including without limitation for damage to the Goods or any other property, or injury to any person) arising from:
      - (A) the loading, unloading or delivery of the Goods;
      - (B) any delay in delivering the Goods;
      - (C) the delivery or removal of defective Goods or the installation of replacement Goods; or
      - (D) the use of any tool or equipment loaned or hired out by Supplier;
    - (iii) in relation to any claim, action or proceeding by a third party against the Purchaser (or any Losses incurred or suffered by the Purchaser as a result of any such claim, action or proceeding); or
    - (iv) in relation to the fitness or suitability of the Goods for the Purchaser's purpose (including a third party purpose) unless such purposes are known and expressly confirmed in writing by Supplier at the time the order for the Goods is accepted.
- 10.4. Subject to clause 10.5, the Purchaser indemnifies and will keep indemnified Supplier and each of its officers, employees and agents (for each of whom Supplier holds the benefit of this indemnity upon trust) from and against all Losses arising out of or relating to:
- (a) Supplier's use of or reliance on any materials, design, drawing or specification provided to Supplier by the Purchaser (including any allegation or claim that Supplier has infringed the intellectual property rights of any person);
  - (b) any loss or damage caused by or during the processing of materials supplied to Supplier by the Purchaser;
  - (c) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, loaned or hired out by Supplier to the Purchaser;
  - (d) the negligence, wrongful act or omission, breach of statutory duty, breach of contract, wilful misconduct, fraud or error of the Purchaser or its officers, employees, agents or contractors;
  - (e) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the business of the Purchaser; or
  - (f) misuse of the Goods by the Purchaser.
- 10.5. Where the Purchaser is a Consumer or Small Business:
- (a) the Purchaser's liability to indemnify Supplier under clause 4 will be reduced proportionately to the extent that Supplier's fraud, negligent act or omission, wilful misconduct or error has contributed to the loss; and
  - (b) under clauses 10.3(c) Supplier will be proportionately liable to the Consumer or Small Business but only to the extent that Supplier's fraud, negligent act or omission, wilful misconduct or error contributed to the loss or damage.
- 10.6. To the extent permitted by Law, but notwithstanding anything else contained in these Conditions:
- (a) the maximum liability of Supplier to the Purchaser whether under contract, at Law, in equity or otherwise for all Losses in connection with these Conditions and the subject matter of these Conditions (including the Goods) is an amount equal to the price paid for the Goods under the order to which the Losses relate;
  - (b) neither party will be liable to the other in relation to:
    - (i) business interruption, loss of revenue, loss of income, loss of production, loss of use, loss of product, loss of business, loss of profits, loss of opportunity, loss of contracts, loss of investment, damage to goodwill or damage to business

- reputation or loss of actual or anticipated savings, however arising; and
- (ii) without limiting clause 10.6(b)(i), any indirect or consequential loss that cannot reasonably be considered to arise naturally from the facts, matters or circumstances which give rise to a claim.

**11. Confidentiality**

- 11.1. Each party (**receiving party**) must keep all confidential and proprietary information provided or disclosed by the other party (**disclosing party**) confidential and must not disclose it to any person except:
- (a) after it becomes known to the public at large (other than as a consequence of any breach of these Conditions);
  - (b) to officers, employees, contractors, agents and advisers of the receiving party or its Related Corporations;
  - (c) after it has been received from a third person entitled to possess such information and provide it to the receiving party;
  - (d) to the extent necessary to comply with any applicable Law, legally binding order of any court or other appropriate body or the rules of any applicable securities exchange; or
  - (e) disclosure of information relating to the receivables and related securities associated with these Conditions or any contract formed under them to a purchaser or financier of such receivables.
- 11.2. The receiving party shall procure that any of its or its Related Corporations' officers, employees, contractors, agents and advisers who receive such confidential and proprietary information keep it confidential consistent with the obligations in these Conditions.
- 11.3. For the purposes of these Conditions, **confidential and proprietary information** includes information relating to the Goods, the business affairs or method of carrying on business of the disclosing party or details of any pricing or supply arrangement between the Purchaser and Supplier.
- 12. Intellectual Property**
- 12.1. Supplier retains the Intellectual Property Rights in any Goods, promotional literature, technical documents or other information provided by Supplier to the Purchaser under these Conditions.
- 12.2. The Purchaser must:
- (a) where practicable, indicate prominently in written form that the Intellectual Property Rights are owned by Supplier and that the Purchaser is a user of the Intellectual Property Rights;
  - (b) only use the Intellectual Property Rights in relation to the Goods or as otherwise approved by Supplier;
  - (c) not use the Intellectual Property Rights in any way which would lead the trademarks to become generic, lose distinctiveness or become liable to mislead the public or in any way which would be materially detrimental to or inconsistent with the name, reputation and/or image of Supplier;
- 12.3. If the Purchaser is in breach of any of these Conditions, including clause 12.2, if requested by Supplier in writing, the Purchaser will promptly cease to use any Intellectual Property Right and deliver or (at Supplier's request) destroy any materials in whatever form including all marketing and advertising materials, logos, labels and any reproductions of Supplier brands that are in the possession or control of the Purchaser that carries an Intellectual Property Right.
- 12.4. The Purchaser must procure that its employees, contractors and agents comply with the provisions of clauses 12.2 and 12.3.
- 12.5. All goodwill in any Intellectual Property Right generated through the use of such right by the Purchaser is for the benefit of Supplier.
- 13. Miscellaneous**
- 13.1. The Law applicable to the agreement between Supplier and the Purchaser is the Law of the state or territory in which the Goods are delivered. Supplier and the Purchaser submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there, including any court that exercises appellate jurisdiction.
- 13.2. Nothing in these Conditions will constitute Supplier as a subcontractor of the Purchaser.
- 13.3. For the purpose of these Conditions and any transaction effected pursuant to these Conditions, mass of steel reinforcing bars will be calculated on the basis of per metre as defined in AS4671-2001 plus an allowance for rolling margin as determined by Supplier from time to time. The length used in the calculation of mass will be as defined in AS1100 part 501.
- 13.4. A party waives a right under these Conditions only if it does so in writing. A party does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Conditions does not operate as a waiver of another breach of the same term or any other term.
- 13.5. Each provision of these Conditions is deemed to be separate and severable from the other provisions. If a provision in these Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 13.6. Subject to clause 13.7, neither party may assign the benefit of, or otherwise create an interest in its rights under these Conditions, unless it obtains the prior written consent of the other party.
- 13.7. Nothing in these Conditions restricts Supplier from assigning, declaring a trust over, transferring or otherwise dealing with any receivables owed to it by the Purchaser under these Conditions, together with any associated rights and interests (including any related security) in favour of any third party. With notice to the Purchaser, Supplier may assign any contract to any of its Related Corporations or, in the case of a sale of business, to any third party which acquires all or substantially all of the assets of



Supplier which are used in the performance of the obligations arising under these Conditions.

- 13.8. The Purchaser must comply with all Laws and requirements of any regulatory authority applicable to the Purchaser's business, including without limitation those Laws and regulatory requirements relating to the environment, health, safety, storage, handling and sale of Goods. The Purchaser must comply with any processes, material safety data sheets (or similar documents), reasonable instructions or directions of Supplier issued in connection with the Goods.
- 13.9. Supplier and the Purchaser agree that any business conducted by electronic data interchange will be conducted in accordance with the terms of any Electronic Trading Partner Agreement to which they are parties and into which these Conditions of sale are incorporated.

#### 14. Business Standards

- 14.1. Each party represents, warrants and undertakes to the other at all times that:
- it, and its directors, officers, employees and representatives, and any of its Related Corporations involved in the performance of any contract formed under or incorporating these Conditions, (**Personnel**) will comply with all Laws relating to anti-bribery and corruption in the jurisdictions in which it operates (**ABC Laws**);
  - it will take reasonable steps to promote compliance with all ABC Laws and to ensure its Personnel comply with all ABC Laws; and
  - neither it nor any of its Personnel engage in any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking or other slavery-like exploitation as prohibited under any Law.

#### 15. Interpretation

In these Conditions:

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

**Business Day** means Monday to Friday (inclusive) excluding public holidays at the place of delivery;

**Consumer** means a person who acquires Goods pursuant to a Consumer Contract as defined in section 23(3) of the Australian Consumer Law;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Force Majeure** means an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies, pandemic, disease or illness or any other cause beyond the Affected Party's control but specifically excludes the lack of availability of funds or inability to make payments when due;

**Insolvency Event** means the occurrence of any of the following events in relation to a party:

- the party becomes insolvent as defined in the Corporations Act, states that it is insolvent or presumed to be insolvent under an applicable Law;
- the party is wound up by resolution or an order of a court or declared bankrupt;
- the party becomes an insolvent under administration as defined in the Corporations Act;
- the party becomes subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act;
- the party enters into or becomes subject to:
  - any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
  - any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- any application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;
- the party is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand; or
- the party suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business;

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and confidential information, and other results of intellectual activity in any field whether or not registrable, registered or patentable. These rights include rights in applications to register these rights and all renewals and extensions of these rights.

**Law** means:

- legislation, regulations, by-laws, orders, awards, proclamations and statutory instruments imposed or enforced by any applicable government, agency or authority;
- any written instrument which constitutes a requirement of an organisation which has jurisdiction in connection with the supply of the Goods; and
- principles of common law and equity established by decisions of the courts;

**Losses** means all losses, damages, liabilities, costs, charges, expenses, claims, actions, suits or proceedings;

**Purchaser** means a person, being an incorporated or unincorporated business or an individual, who acquires Goods from Supplier, and includes a Consumer or Small Business;

**Related Corporation** has the meaning given to the term "related body corporate" in the Corporations Act;

**Small Business** means a purchaser that acquires Goods pursuant to a Small Business Contract as defined in section 23(4) of the Australian Consumer Law;

**Working Hours** means between 7.00am and 5.00pm on any Business Day at the place of delivery.

The following rules of interpretation apply to these Conditions:

- any requirement for a document or communication to be in 'writing' in these Conditions will be satisfied by letter, facsimile, email or EDI;
- neither party will be disadvantaged in the interpretation of these Conditions on the basis that the party proposed or drafted any part of it; and
- mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

#### Our commitment to integrity and ethics

Supplier is committed to ethical and fair dealings with its suppliers and customers.

If you become aware of any business conduct issue arising out of your dealings with Supplier, we encourage you to report that matter either via your account contact or, alternatively, via Business Conduct Reporting Hotline of BlueScope, Supplier's parent company (which allows for anonymous reports to be made).

Contact details of BlueScope's Business Conduct Reporting Hotline can be found at:

<https://www.bluescope.com/sustainable-steel/reporting-suspected-business-misconduct/>