



STEEL, ROOFING AND FENCING SUPPLIES

"we do it better on top!"

ABN - 74 107 893 183 ACN - 149 726 410

43 Saleyards Road, Millicent, SA, 5280 PH. 08 8733 4394 www.3mp.net.au

Email: accounts@3mp.net.au

Credit Application Form

| | | | |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------|
| 1. Company Details* | | | |
| Company name* | | | |
| Trading name* | | | |
| ABN* | | Years in Business | |
| Industry* | | Credit Requested* | |
| Business type* | Sole Trader <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Partnership <input type="checkbox"/> | | |
| Bank | | Branch | |
| 2. Address and Contact Details* | | | |
| Street Address* | Street | | |
| | Suburb | State | Postcode |
| Postal Address* | Street | | |
| | Suburb | State | Postcode |
| Telephone* | | FAX* | |
| 3. Purchasing Contact Details* | | | |
| Contact Name* | | Title | |
| Phone* | | Mobile | |
| Email* | Statements <input type="checkbox"/> Invoices <input type="checkbox"/> Credits <input type="checkbox"/> | | |
| 4. Accounts Contact Details* | | | |
| Contact Name* | | Title | |
| Phone* | | FAX | |
| Email* | | | |
| Email Items* | | | |
| 5. Directors | | | |
| Director 1 * | Name | Position | |
| | Address | | |
| Director 2 (If applicable) | Name | Position | |
| | Address | | |

6. Trade References***Reference 1***

| | | | |
|---------------------|--|------------------------|--|
| Company Name | | Spend Per Month | |
|---------------------|--|------------------------|--|

| | | | |
|--------------|--|------------|--|
| Phone | | Fax | |
|--------------|--|------------|--|

| | | | |
|--------------|--|--|--|
| Email | | | |
|--------------|--|--|--|

Reference 2*

| | | | |
|---------------------|--|------------------------|--|
| Company Name | | Spend Per Month | |
|---------------------|--|------------------------|--|

| | | | |
|--------------|--|------------|--|
| Phone | | Fax | |
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| Email | | | |
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Reference 3*

| | | | |
|---------------------|--|------------------------|--|
| Company Name | | Spend Per Month | |
|---------------------|--|------------------------|--|

| | | | |
|--------------|--|------------|--|
| Phone | | Fax | |
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|--------------|--|--|--|
| Email | | | |
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7. Acknowledgement*

We hereby agree to your credit terms which are strictly 14 days from statement date.
I the undersigned have read, understand and agree to abide by the company's terms and conditions of sale contained overleaf. I also certify that the above information is true and correct and that I am authorised to make this application for credit.

| | |
|-----------------------|--|
| Directors Name | |
|-----------------------|--|

| | |
|----------------------------|--|
| Directors Signature | |
|----------------------------|--|

| | |
|--------------|--|
| Title | |
|--------------|--|

| | |
|-------------|--|
| Date | |
|-------------|--|

| | |
|---------------------|--|
| Witness Name | |
|---------------------|--|

| | |
|--------------------------|--|
| Witness Signature | |
|--------------------------|--|

| | |
|--------------|--|
| Title | |
|--------------|--|

| | |
|-------------|--|
| Date | |
|-------------|--|

3MP PTY LTD Terms & Conditions of Sale

Any term or condition of this contract which infringes any legislation whether State or Federal shall be severable from this contract without affecting the remaining terms and conditions.

1. Interpretation

Unless otherwise inconsistent with the context the word "person" shall include corporations; "Company" shall, unless the context amends or requires, mean and include 3MP PTY LTD ABN 74 107 893 183 ACN 149 726 410 and/or of its related corporations as defined in the corporations law or any other person which is named as the party making or accepting the order "goods" shall include services; "purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa.

2. Quotations

All quotations are subject to withdrawal or variation at any at any time prior to acceptance of order. The company also reserves the right to amend prices at any time for the undelivered portion of any. Provided, however, that the Purchaser shall have the right to cancel such outstanding balance or any order within 7days from date of notification of an amendment to the price thereof.

3. Offer and Acceptance

Any quotation made by the Company is not an offer to sell and no order given in pursuance of any quotation shall bind the Company until accepted by it in writing. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 14 days o the purchasers order and these terms and conditions shall be deemed to be incorporated in any agreement between the company and the purchaser. Any terms and conditions contained in any order, offer, acceptance or invoice of the purchaser's and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

4. Cancellation

Any order may only be cancelled by mutual agreement and in the event of such cancellation the purchaser undertakes to reimburse and indemnify the company for any costs, expenses or charges incurred by the company in preparation for and in execution of an order.

5. Description and Specifications

- (a.) Whilst every effort is made to ensure their accuracy the descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet or other descriptive matter provided by or on behalf of the company represent the general nature of the items described there in and shall not form part of any order or agreement or amount to any representation or warranty. The company reserves the right to modify the design of the good without notice.
- (b.) The purchaser warrants that any goods manufactured constructed or supplied by the company which are based in whole or in part upon designs, drawings or specifications supplied to the company by or on behalf of the purchaser shall not infringe any letters, patent or registered designs. The purchaser shall indemnify and keep indemnified the company, servants and agents against any action, loss, cost, claim or damage that may be brought against the company, its servants or agents for any breach of this warranty.
- (c.) The company does not warrant or guarantee, and it shall not be a term of any arrangement between the company and the purchaser that any goods manufactured, constructed or supplied by the company which are based in whole or in part upon any designs, drawings or specifications supplied to the company by or on behalf of the purchaser will achieve any standard or performance of any capacity what so ever.

6. Waiver

Failure by the company to insist upon strict performance of any term or conditions here of shall not be deemed a waiver thereof or of any rights the company may have, and nor shall any express waiver be deemed to be a waiver of any subsequent breach of any term and condition.

7. Guarantee and Warranty

- (a.) Except when the purchaser is a consumer for the purposes of the Trade Practises Act, 1974, and the conditions, warranties and rights implied by the statute cannot be excluded, representations, promises, statement, warranties and conditions (whether statutory, express or implied) regarding any goods or services supplied by or on behalf of the company which without limiting the generality of the foregoing shall include conditions or warranties as to quality or fitness for any loss or damage what so ever and how so ever arising whether direct, indirect or consequential or in respect of any claim whenever and however made for any loss, damage, deterioration, deficiency or other

fault or term in the goods manufactured, work executed, or services provided by or on behalf of or in any arrangement with the company or occasioned to the purchaser or any third or any other party or to his or their property or interest and whether or not due to the negligence o the company, its servants or agents except in the following circumstances and subject to the following limitations.

- (i.) The purchaser shall inspect the goods immediately on their arrival and shall, within 7 days from such arrival, give written notice to the company of any matter or thing by reason where of the purchaser may allege that the goods are not in accordance with the contract.
 - (ii.) The company's liability shall be limited in all circumstance to the repair or replacement (at the option of the company) of any goods manufactured by it which are, with the prior written authority or the company, returned adequately packed and freight paid to the company within the company's guarantee period covering the goods as indicated in clause 7(i) above and which the company accepted as having been defective in materials or workmanship.
- (b.) The company shall not be liable in any circumstances for any:
- (i.) Defects or damage caused in whole or in part of any misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation, repair, alteration or accident.
 - (ii.) Transport, installation, removal, labour or other costs.
 - (iii.) Goods not manufactured by it but the company will endeavour to pass on to the purchaser the benefit of any, claim made by the company and accepted by the manufacturer of such goods under warranty given by the manufacturer.
 - (iv.) Technical advice or assistance given or rendered by it to the purchaser whether or not in connection with the manufacture, construction or supply of goods for or to the purchaser.

8. Title

Title to the goods shall not pass to the purchaser until earlier of:

- (a.) Payment in full of the purchase price;

At all times before title in the goods passes to the purchaser, the purchaser shall store the goods so that they are clearly identified as the property of the company and upon default by the purchaser, the company shall be entitled to retake possession of the goods and resell them and for that purpose may enter the purchaser's premises and remove the goods, provided that the company agrees not to retake possession of the goods without first giving the purchaser a reasonable opportunity to pay the balance of the purchase price outstanding.

Risk

Unless otherwise agreed in writing all good shall be at the purchases risk upon delivery to the purchaser, his carrier or agent.

Payment

Unless stated to the contrary on the face of this document, the whole of the purchase price including GST is due immediately upon delivery of the goods to the purchaser or the purchaser's agent and is payable on demand or, if no demand is made, within 14 days after the end of the month in which goods are delivered. The company reserves the right to charge interest at the rate of fifteen per cent (15%) per annum calculated daily on any overdue amounts.

(b.) Price

Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the company at the date of the delivery including the amount which the company is required to pay on account of any excise or GST or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.

Force Majeure

Every effort will be made to carry out any contract based on quotation, but the due performance of its subject to variation or cancellation owing to an Act of God, War, Strikes, Lockouts, Fire, Flood, Drought or any other cause beyond the control of the company or owing to the inability of the company to produce materials to or articles except at increased prices due to any of the foregoing clauses.

Cost Variation

Quotations are based on current cost of production (working hours, materials, wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in such cost.

Goods and Services Tax

GST will be charged at the appropriate rate pursuant to law.