



COMMERCIAL CREDIT ACCOUNT APPLICATION

The Customer applies for a commercial credit account from BlueScope Steel Limited ABN 16 000 011 058 and BlueScope Steel (AIS) Pty Ltd (ABN 19 000 019 625) and submits the following information:

ALL ITEMS ON PAGE 1 & PAGE 3 ARE MANDATORY

1. CUSTOMER'S ACCOUNT DETAILS

Please tick: Is the Applicant: Government Company Partnership Individual/Sole Trader
 Trust Other

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
Business Commenced: / / Email Address for all invoices and statements:

2. CUSTOMER'S CREDIT DETAILS

Credit limit requested: \$ (monthly)
Trade References: (1) (Ph)
(2) (Ph)
(3) (Ph)

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?



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3. CUSTOMER'S BUSINESS DETAILS (Cont'd)

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 details below

Have directors provided personal guarantees to other suppliers?

Yes

No

Current Business Activity (show products produced)

Are there any proposed future changes in applicant's activities?

Present source of supply:

Estimated monthly purchases in:

Tonnes:

Dollars:

4. BUSINESS DATA: FINANCIAL & PROPERTY

Nature of Business:

No. of Employees:

Date commenced:

Property where Business conducted:

Owned in full

Mortgaged

Rented

If owned, please confirm if owned by Account Applicant:

Yes

No

If rented, please confirm if rented from Related Business/Individual:

Yes

No

Equipment:

Bank Financed

Owned in Full

Leased

Parent Company:

Ultimate Holding Company:

Nominal Capital:

Paid Up:

Major Shareholders:



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4. BUSINESS DATA: FINANCIAL & PROPERTY (Cont'd)

Bank: Branch:

Are overdraft facilities being used? Amount:

If so, how is overdraft secured:

Auditors:

Property freehold or leased? Value \$

If leased, how long has lease to run?

Are all assets in the business name?

Are all assets clear of debt?

Trading History

How long in current business?

Any financial difficulty?

If so, when?

Trade References: (1)

(2)

(3)

Have Directors/Partners guaranteed any accounts personally?

If so, how much?

Are Directors agreeable to guarantee this account?

***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="text"/> Yes <input type="text"/> 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"/>



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The Customer applies for a commercial credit account from BlueScope Steel Limited ABN 16 000 011 058 and BlueScope Steel (AIS) Pty Ltd (ABN 19 000 019 625) and submits the following information:

5. CONDITIONS OF SALE

I/We fully understand BlueScope Steel Limited's Terms and Conditions of Sale and agree to abide by them.

I/We fully undertake to pay all accounts on the due date and understand that if the account becomes overdue, deliveries will be automatically suspended until the account is brought within the trading terms (unless otherwise arranged).

Pursuant to section 18K(1) and 18N(1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under section 18A of that Act, I/we hereby agree to BlueScope Steel Limited obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit.

I/We further agree to the obtaining from, and provision by, such agency or provider for further credit reports which may assist BlueScope Steel Limited in the reassessment of this account from time to time, or in the recovery of any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

I Certify that I am authorised to sign this application

on behalf of and that the information is correct in every detail.

Signature: Date:

Witness:

6. CREDIT REPORTING NOTIFICATION AND CONSENT

I acknowledge that the Supplier's Credit Reporting Policy has been provided to me and that I can also obtain it from the [BlueScope SteelConnect](#) site and that, in addition to containing information about my rights to request access and correction to information and make a complaint, the Credit Reporting Policy also contains further details about credit reporting including the name and contact details of a credit reporting body 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. The Credit Reporting Policy also contains information about whether the Supplier is likely to disclose my information to entities that do not have an Australian link and the countries in which those entities are likely to be located.

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 to a credit reporting body; (b) obtain a consumer credit report about me from a credit reporting body to assess this Application or proposed guarantee in respect of this Application or to collect overdue payments; (c) give credit information about me to a person permitted under Part IIIA of the Privacy Act 1988 for considering whether to act as guarantor, or to a guarantor; (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



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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 OR ANY OTHER AUTHORISED SIGNATORY

8. (*This section must be completed and signed before your application can be processed)

	1	2	3	4
Signature				
Name				
Position				
Date				

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

Witness Signature				
Witness Name				
Witness Address				

9. GUARANTEE (to be completed if Guarantee offered)

If a guarantee is to be provided, who will provide the guarantee

	1	2	3	4
Type of Guarantee				
Value				
Name				
Company				
Relationship				

Please complete 'Commercial Credit Account – Guarantee Details' form

INTERNAL USE ONLY – Account Manager to Complete

Sales Contact Name: Sales Contact Phone:

Capgemini to be notified of new customer details

COMMERCIAL CREDIT ACCOUNT APPLICATION – GUARANTEE DETAILS

GUARANTEE, INDEMNITY & CHARGE

In consideration of the Supplier agreeing to supply or continuing to supply goods and services on credit to the Customer named below and forbearing to sue the Customer (except where provided for by any statutory provision) for any payment currently due to the Supplier, each guarantor named below (the "Guarantor") unconditionally and irrevocably guarantees on demand to the Supplier the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are, or which may become, payable by the Customer to the Supplier or any related body corporate on any account and in any capacity (the "Guaranteed Moneys") and, as a separate and independent obligation, agrees to indemnify and keep the Supplier and any related body corporate indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by the Supplier or such related body corporate in relation to the non payment or non recovery of the Guaranteed Moneys or as a result of any breach by the Customer of the Supplier's Conditions of Sale. The Guarantor hereby agrees with the Supplier that:

- 1 this guarantee, indemnity & charge (the 'Guarantee') shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including but not limited to:
 - (a) any other guarantee or any security or instrument which the Supplier or any related body corporate may hold in respect of any Guaranteed Moneys or any judgement obtained by the Supplier or any related body corporate, or any release, discharge, surrender or modification of, or dealing with, any such guarantee, security, instrument or judgement;
 - (b) any arrangement with, or release of, the Customer or any other guarantor or person by the Supplier or any related body corporate or by operation of law;
 - (c) the fact that any of the Guaranteed Moneys are irrecoverable for any reason;
 - (d) any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member or the death, liquidation or bankruptcy of the Customer or the assent of the Supplier or any related body corporate to any composition, arrangement or scheme in respect of the Customer or the acceptance by the Supplier or any related body corporate of any dividend or sum of money thereunder;
 - (e) the failure of any other person named as a party to execute this Guarantee;
 - (f) any variation of the terms upon which the goods and/or services are supplied to, or paid for by, the Customer;
 - (g) any claim the Customer may have against the Supplier or any related body corporate;
 - (h) any act or omission by the Supplier or any related body corporate which may result in prejudice to the Guarantor;
 - (i) an increase in the amount of Guaranteed Moneys;
 - (j) the fact that any credit was provided by the Supplier or any related body corporate before this Guarantee was signed;
 - (l) the death, liquidation or bankruptcy of the Customer or the Guarantor;
 - (m) the granting of any time, waiver, credit, any indulgence, concession to, composition with, release or discharge by novation of any person whatsoever by the Supplier or any related body corporate;
 - (n) the assignment, novation, transfer or assumption of, or other dealing with, any rights or obligations under this Guarantee or any other document or agreement;
 - (o) any other act, omission, matter or thing whatsoever.
- 2 until the Supplier has received all of the Guaranteed Moneys, the Guarantor agrees:
 - (a) in the event of any bankruptcy or other administration of the Customer's estate or any winding up or scheme of arrangement of the Customer, that the Guarantor will not without the prior consent of the Supplier lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for the Supplier;
 - (b) if requested by the Supplier, to lodge a proof of debt or similar claim in any such administration and enforce any such security and to execute all such documents and do all such things as the Supplier may require to enable the Supplier to have and receive the benefit of or arising from any such proof, claim or security;
 - (c) not to attempt or purport to be subrogated to the Supplier; and
 - (d) the Guarantor's liability under this Guarantee shall be that of principal debtor.
- 3 the Guarantor irrevocably appoints the Supplier as the Guarantor's attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorise an attorney to do, including without limitation the following:

- (a) to make, sign, execute, seal and deliver any document; and
 - (b) to take possession of, use, sell or otherwise dispose of any asset of the Guarantor.
- 4 the Guarantor further agrees that:
- (a) the Guarantor has signed this Guarantee voluntarily;
 - (b) before entering this Guarantee, the Guarantor was advised by the Supplier to consult and receive advice as to the purport, effect and consequences of, and obligations created by, this Guarantee from a legal adviser independent of the Supplier;
 - (c) the Guarantor understands the nature and effect of this Guarantee - in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to the Supplier and any related body corporate and all amounts that the Customer may in the future owe to the Supplier and any related body corporate and has also agreed, as a separate and independent obligation, to provide an indemnity to the Supplier and any related body corporate if any of the Guaranteed Moneys is not paid to, or recovered by, the Supplier; and
 - (d) it has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of the Supplier or any person on behalf of the Supplier or any related body corporate.
- 5 the Guarantor agrees that a certificate issued by the Supplier stating any moneys owed by the Customer or Guarantor to the Supplier or any related body corporate or under this Guarantee shall be conclusive evidence of such amounts owing by the Customer and Guarantor.
- 6 the Supplier may give the Customer more credit than the Customer has asked for in this application. The Supplier is not required to inform the Guarantor of the amount of credit given to the Customer at any time.
- 7 no payment shall operate to discharge or reduce a liability of the Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this Guarantee.
- 8 where any provision of or application of any provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction that shall not affect the validity, legality, enforceability or effectiveness of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered ineffective.
- 9 the guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantor and neither limits the generality of the other.
- 10 to secure payment of the Guaranteed Moneys the Guarantor hereby charges with due payment of the Guaranteed Moneys all of the Guarantor's present and future interests in real property and the Guarantor consents to the Supplier lodging a caveat or caveats to note such interests. Upon demand by the Supplier the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to the Supplier to further secure payment of the Guaranteed Moneys. The Guarantor hereby and by way of security irrevocably appoints every officer and legal practitioner of the Supplier jointly and each of them severally as the Guarantor's lawful attorney ("attorney") with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any real property of the Guarantor to secure the Guaranteed Moneys, if the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security. Where the Guarantor is a trustee of a trust the Guarantor is bound by this Guarantee and charges the Guarantor's land as trustee and 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.
- 11 all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction and are payable on demand by the Supplier.
- 12 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.
- 13 the Guarantor must fully indemnify the Supplier for all expenses and legal costs that the Supplier incurs in enforcing this Guarantee.
- 14 the Guarantor must pay all taxes, duties, fees, costs and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration and discharge of this Guarantee. The Guarantor agrees to pay the GST inclusive amount of any taxable supply made under or in connection with this Guarantee.
- 15 in this Guarantee, 'Guarantor' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns, and "Agreement" means all current and future supply agreements or arrangements.
- 16 in this Guarantee 'related body corporate' has the meaning in the Corporations Act and includes BlueScope Steel Limited ACN 000 011 058 and all of its subsidiaries.
- 17 in this Guarantee, 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 or any other agreement or instrument include the party's successors and permitted assigns.

18 This Guarantee 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.

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.

Name of commercial credit applicant

(the "customer")

Acting in its own right and or as a trustee for the Trust

Trading as

	1	2	3	4
Signature	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Position	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

THIS GUARANTEE SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY

Witness Signature	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Witness Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Witness Address	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**IF YOU DO NOT UNDERSTAND YOUR LIABILITY UNDER THIS GUARANTEE
YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING**