

APPLICATION FOR CREDIT ACCOUNT

Applicant Details:

Legal Entity: (please tick box) Private Co Public Co Govt Body Sole Trader Partnership Trust

Trading Name:

ABN: ACN: ABRN:

Legal Name: Date Business Established:.....

Street Address:

Postal Address:

Tel: () Fax: () Email:

Account Contract: Estimate Monthly Purchase Amt: \$

Bank & Branch:

BSB:..... Account No.

Sales Contact: Tel: () Mobile:

Buying Group: (If Applicable) Back Orders: YES NO

Business Premises: (Please Select) Owned Mortgaged Nett Value: Leased

Mortgagee/Landlord: Tel: ()

Assets/Liabilities of Business: (Attach copy of the latest Financial Statement) Type of Business:

Trade Reference

Name:	Telephone:	Facsimile:
1.
2.
3.

Personal Details of all Sole Traders, Partners, Directors & Trustees (use a separate page if necessary)

(to enable this commercial credit application to be processed, the following information must be completed to comply with the Privacy Amendment Act 1990)

Full Name: (A) (B)

Private Phone:

Current Private Address:.....

Private Private Address:

DOB: Drivers Lic No.: DOB: Drivers Lic No.:

State/Territory: Expiry Date:..... State/Territory: Expiry Date:.....

Applicant Agreement (signed by Proprietor, Partner, Director or Executive Manager)

1. I/We make application on my/our/the company's behalf to open a commercial credit account with Pipestar for the supply of goods and services. I/we hereby confirm that the information set out in this Application is true and correct in every detail and that should there be any change in the circumstances of the Applicant/s with respect to any matters the Applicant's will notify Pipestar in writing giving details of that change within seven (7) days of that change occurring. All transactions with Pipestar will be on the Terms and Conditions as specified by Pipestar and attached hereto, which I/we have read and understood.
2. TO COMPLY WITH THE PRIVACY ACT 1988 I/we the undersigned acknowledge that Pipestar has informed me/us in accordance with s.18E(8)(c) of the *Privacy Act 1988* that certain items of personal information about me/us contained in this Application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. I/we agree, in accordance with the provisions of paragraphs (b), (e) and (h) of s.18K(1) and/or s.18L(4) that disclosure by a credit reporting agency and/or use by Pipestar of the relevant information referred to in those sections may occur for the purposes of assessing this Application. Furthermore, I/we agree that, for the purpose of S.18N(1)(B), Pipestar may disclose information derived from a report or the entire report in its possession to any other credit provider for the purpose of providing a reference or references to any other credit provider in the conduct of my/our account.
3. I/We also warrant that no writs or summons or executions have been issued against me/us/the company either in or out of the Supreme Court of Queensland or any other States within the Commonwealth of Australia or in or out of any District Court or Small Debts Court or any Court of Petty Sessions or other Court whether against me/any of us solely or in any way jointly with any other person and that I/we have never been bankrupt or insolvent nor have I/we ever committed any act of bankruptcy nor have I/we ever assigned my/our estate/s for the benefit of a creditor. The Applicant, if a company, is not liable to be wound up and is able to pay its debts in full as and when they fall due.

Signed and Dated: (A) (B)

Full Name & Title:
(Please Print)

APPLICATION FOR CREDIT ACCOUNT

Deed of Guarantee & Indemnity

TO: **Pipestar Australia Pty Ltd ACN 126 080 957** and any of its subsidiaries, successors (hereinafter called the "Supplier")

WHEREAS in consideration of the Supplier agreeing to supply to the person who is named as

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on the credit application (hereinafter called the "Customer") with goods and/or services from time to time, I/we the undersigned (referred to as the "Guarantor") **JOINTLY AND SEVERALLY** agree with the Supplier as follows:

1. To guarantee and to be answerable to the Supplier for the due payment by the Customer of all monies now or from time to time hereafter owing to the Supplier on any account or any matter whatsoever by the Customer including any interest accruing on any monies owing and any legal costs and disbursements on an indemnity basis incurred by the Supplier in enforcing payment from the Customer of any such monies.
2. This Guarantee shall constitute a continuing guarantee to the Supplier for all monies which are now or may be from time to time owing or remain unpaid and shall not be affected by:
 - 2.1 any variation or novation of the agreement between the Supplier and the Customer extending credit to the Customer or any other changes to the terms of such agreement;
 - 2.2 the winding up of the Customer or the entry by the Customer into a Deed of Company Arrangement;
 - 2.3 any time or other indulgence granted by the Supplier to the Customer;
 - 2.4 the payment by the Customer of monies to the Supplier which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect the Supplier's right to recover such monies from the Guarantor;
 - 2.5 any legal limitation, disability or incapacity of the Customer or any other circumstances whatsoever and any monies may be recoverable from the Guarantor as principal debtor.
3. The Guarantor hereby charges all property, both equitable and legal, present or future of the Guarantor in respect of any monies that may be owing by the Customer to the Supplier under the Terms and Conditions or otherwise and hereby irrevocably authorises the Supplier or its Solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Guarantor at any time, or to register this charge over assets of the Guarantor with the Australian Securities and Investments Commission.
4. The Guarantor shall be liable to the Supplier for all debt recovery fees and legal costs (on an indemnity basis) in respect of any proceedings for recovery under this Guarantee.

SIGNED, SEALED AND DELIVERED THIS DAY OF 2.....

.....
Signature of Guarantor

.....
PRINT FULL NAME

.....
ADDRESS

.....
Signature of Witness

.....
PRINT FULL NAME

.....
ADDRESS

.....
Signature of Guarantor

.....
PRINT FULL NAME

.....
ADDRESS

.....
Signature of Witness

.....
PRINT FULL NAME

.....
ADDRESS

IMPORTANT: By signing this Deed you will become liable for the debts and other obligations of a third party. Please read this Deed carefully before you sign it. If you cannot understand it you should seek independent legal advice.

TERMS AND CONDITIONS OF TRADE

1. Definitions

- 1.1 "Pipestar" shall mean Pipestar Australia Pty Ltd ACN 126 080 957 or its successors and at the option of Pipestar, its assigns or any person acting on behalf of and with the authority of Pipestar Australia Pty Ltd ACN 126 080 957.
- 1.2 "Client" shall mean the client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Pipestar to the Client.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by Pipestar to the Client and are as described on the invoices, quotation, work authorisation or any other forms as provided by Pipestar to the Client.
- 1.5 "Price" shall mean the price payable for the Goods as agreed between Pipestar and the Client in accordance with Clause 3 of this Contract.

2. Acceptance

- 2.1 Any instructions received by Pipestar from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by Pipestar shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Pipestar.
- 2.4 The Client shall give Pipestar not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by Pipestar as a result of the Client's failure to comply with this clause.

3. Price and Payment

- 3.1 At Pipestar's sole discretion the Price shall be either:
- (a) As indicated on invoices provided by Pipestar to the Client in respect of Goods supplied; or
- (b) Pipestar's quoted Price (subject to Clause 3.2) which shall be binding upon Pipestar provided that the Client shall accept Pipestar's quotation in writing within thirty (30) days of the provision of a written quotation by Pipestar.
- 3.2 Pipestar reserves the right to change the Price in the event of a variation to the client's instructions.
- 3.3 At Pipestar's sole discretion a deposit may be required.
- 3.4 At Pipestar's sole discretion but by agreement with the Client prior to acceptance of the Client's order and the shipment of the Goods:
- (a) payment shall be due on delivery of the Goods; or
- (b) payment shall be due before delivery of the Goods; or
- (c) Payment for approved Clients shall be made by instalments in accordance with Pipestar's payment schedule which may be stated on the invoice or any other forms; or
- (d) by the date thirty (30) days after the end of the month in which delivery of the Goods was effected.
- If no time is stated or previously agreed, then payment shall be due seven (7) days following the date of the invoice.
- 3.5 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Pipestar.
- 3.6 GST and other taxes and duties that may be applicable to any supply by Pipestar shall be added to the Price except when they are expressly included in the Price.

4. Delivery of Goods

- 4.1 At Pipestar's sole discretion delivery of the Goods shall take place when:
- (a) the Client takes possession of the Goods at Pipestar's address; or
- (b) The Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.
- 4.2 At Pipestar's sole discretion the costs of delivery are for the Client's account.
- 4.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Pipestar shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Pipestar may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 4.5 The failure of Pipestar to deliver shall not entitle either party to treat this contract as repudiated.
- 4.6 Pipestar shall not be liable for any loss or damage whatever due to failure by Pipestar to deliver the Goods (or any of them) promptly or at all.
5. **Risk**
- 5.1 Notwithstanding that if Pipestar retains ownership of the Goods until payment in full by the Client, all risk for the Goods passes to the Client on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Pipestar is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Pipestar is sufficient evidence of Pipestar's right to receive all or part of the insurance proceeds by way of payment of any amount then outstanding to Pipestar with respect to such Goods without the need for any person dealing with Pipestar to make further enquiries.

6. Title

- 6.1 Pipestar and Client agree that ownership of the Goods shall not pass until:
- (a) The Client has paid Pipestar all amounts owing for the particular Goods; and
- (b) the Client has met all other obligations due by the Client to Pipestar in respect of all contracts between Pipestar and the Client.
- 6.2 Receipt by Pipestar of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Pipestar's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that:
- (a) Where practicable the Goods shall be kept separate and identifiable until Pipestar shall have received payment and all other obligations of the Client are met; and

- (b) Until such time as ownership of the Goods shall pass from Pipestar to the client Pipestar may give notice in writing to the Client to return the Goods or any of them to Pipestar. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (c) Pipestar shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) If the Client fails to return the Goods to Pipestar then Pipestar or Pipestar's agent may enter upon and into land and premises owned, occupied or used by the Client, as the invitee of the Client or any premises, where the Goods are situated, as the agent of the Client and take possession of the Goods; and
- (e) the Client is only a bailee of the Goods and until such time as Pipestar has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for Pipestar; and
- (f) the Client shall not deal with the money of Pipestar in any way which may be adverse to Pipestar; and
- (g) the Client shall not charge the Goods in any way nor grant nor otherwise given any interest in the Goods while they remain the property of Pipestar; and
- (h) Pipestar can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that Pipestar will be the owner of any end products.

7. Client's Disclaimer

- 7.1 The Client hereby disclaims any right to rescind, or cancel any contract with Pipestar or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by Pipestar and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment and in the absence of any representations on the part of Pipestar.

8. Defects

- 8.1 The Client shall inspect the Goods on delivery and shall within two (2) Business Days being a day other than a Saturday, Sunday or Public Holiday in Brisbane, Queensland of delivery (time being of the essence) notify Pipestar in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Pipestar an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Pipestar has agreed in writing that the Client is entitled to reject, Pipestar's liability is limited to replacing the Goods, except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion to either a refund of the purchase price of the Goods or replacement of the Goods.

9. Returns

- 9.1 Returns will only be accepted provided that:
- (a) the Client has complied with the provisions of 8.1; and
- (b) Pipestar has agreed in writing to accept the return of the Goods; and
- (c) Goods are returned at the Client's cost within seven (7) days of the delivery date; and
- (d) Pipestar will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2 Subject to clause 9.1 Pipestar will accept the return of Goods for exchange but not for a credit.

10. The Commonwealth Trade Practices Act 1974

- 10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Act (Qld), except to the extent permitted by those Acts where applicable.

11. Warranty

- 11.1 Pipestar warrants for a period of twelve (12) months from the date of supply to the original user that each of its Goods is free from defects in material and workmanship and will perform according to Pipestar's specifications under normal conditions if properly installed subject to the terms of clause 11.2. Such warranty does not extend to any components or parts purchased by Pipestar and included in the Goods.
- 11.2 The conditions applicable to the warranty given by clause 11.1 are:

- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) failure on the part of the Client to properly maintain any Goods; or
- (ii) failure on the part of the Client to follow any instructions or guidelines provided by Pipestar; or
- (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and Pipestar shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Pipestar's consent.

- 11.3 Pipestar shall not be liable for consequential damages or contingent liabilities arising out of failure of the Goods or any part thereof.

- 11.4 Pipestar's obligation under this warranty is limited to the replacement of the defective Goods.

12. Intellectual Property

- 12.1 **DISCLAIMER** Pipestar does not hold itself out as a designer of pipe systems or as a consultant in relation to their use. All advice and information contained Pipestar published literature and given by Pipestar staff is compiled from the best information available to Pipestar but Pipestar accepts no responsibility whatsoever for its accuracy or for any results which may be obtained by Client. If the Client relies upon any such advice or information it does so entirely at its own risk and

Pipestar will not be liable for any loss or damage thereby suffered notwithstanding any want of care of Pipestar or its staff in compiling or giving any advice or information.

- 12.2 **PATENTS** The Client warrants that any designs or instructions furnished to Pipestar shall not be such as shall cause Pipestar to infringe any intellectual property rights (including patents, registered designs, trademarks, copyright, confidential information and the like) in the execution of the Client's order. Where Pipestar has followed a design or instruction furnished or given by the Client the Client will indemnify Pipestar against all damages, penalties, costs and expenses of any description to which Pipestar may become liable arising out of the manufacture or use of the Goods including but not limited to an infringement of any patent, trademark, registered design, copyright or common law right.

13. Default and Consequences of Default

- 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any Judgment.

- 13.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify Pipestar from and against all costs and disbursements incurred by Pipestar in pursuing the debt including legal costs on a solicitor and own client basis and Pipestar's collection agency costs.

- 13.3 Without prejudice to any other remedies Pipestar may have, if at any time the Client is in breach of any obligation (including those relating to payment), Pipestar may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. Pipestar will not be liable to the Client for any loss or damage the Client suffers because Pipestar has exercised its rights under this clause.

- 13.4 If any account remains overdue after thirty (30) days then at Pipestar's sole discretion an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

- 13.5 Without prejudice to Pipestar's other remedies at law Pipestar shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Pipestar shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to Pipestar becomes overdue, or in Pipestar's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. Security And Charge

- 14.1 Despite anything to the contrary contained herein or any other rights which Pipestar may have howsoever;

- (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Pipestar or Pipestar's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Pipestar (or Pipestar's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should Pipestar elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Pipestar from and against all Pipestar's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) hereby irrevocably nominate constitute and appoint to Pipestar or Pipestar's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.

15. Cancellation

- 15.1 Pipestar may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Pipestar shall refund to the Client any sums paid in respect of the Price. Pipestar shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by Pipestar (including but not limited to any loss of profits) up to the time of cancellation.

16. General

- 16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the law of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 16.3 Pipestar shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Pipestar of these terms and conditions.
- 16.4 In the event of any breach of this contract by Pipestar the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 16.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by Pipestar.
- 16.6 Pipestar may licence or sub-contract all or any part of its rights and obligations without the Client's consent.
- 16.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, look-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 16.8 The failure by Pipestar to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Pipestar's right to subsequently enforce

Internal Office Use: Accounts Department

Account No.: ABN:

Trading Name: Legal Name:

Postal Address:

Delivery Address:

.....

Customer Group:

Tax Invoice A/C: Price/Discount Group:

Credit Limited: Sales Order Pool:

Delivery Terms: Mode of Delivery:

Tax Group: GST EXPORT EXEMPT

Payment Terms: