



IMPACT STEEL

CREDIT ACCOUNT APPLICATION

The Customer applies for a credit account from BlueScope Distribution Pty Ltd ABN 88 096 380 068 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

Account name to be used:

Are you: a corporation partnership sole trader trust government

Business/Company Name:

ABN ACN ARBN

Trading Name:

Business Address: State Postcode

Postal Address: State Postcode

Delivery Address: State Postcode

Telephone: () Facsimile () Mobile

Email Address for all invoices & statements @

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

Name of Business:	<input type="text"/>	No. of Employees	<input type="text"/>
Date Commenced:	<input type="text"/>	Building Company: Yes/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"/>
Equipment	<input type="text"/>	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 Tern 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"/>

DIRECTORS NAMES

1	<input type="text"/>	Land owned in full	<input type="checkbox"/>	Mortgaged	<input type="checkbox"/>	Rental	<input type="checkbox"/>
2	<input type="text"/>	Land owned in full	<input type="checkbox"/>	Mortgaged	<input type="checkbox"/>	Rental	<input type="checkbox"/>
3	<input type="text"/>	Land owned in full	<input type="checkbox"/>	Mortgaged	<input type="checkbox"/>	Rental	<input type="checkbox"/>
4	<input type="text"/>	Land owned in full	<input type="checkbox"/>	Mortgaged	<input type="checkbox"/>	Rental	<input type="checkbox"/>

5. CONDITIONS OF SALE

The Supplier's Conditions of Sale (Issue Date: 17th December 2007) (**Conditions**) are attached with this Application. The Conditions are incorporated into each and every contract (**Contract**) for supply of goods made between the Supplier and the Customer after the date (**Acceptance Date**) that the Supplier agrees to provide credit to the Customer. The Supplier draws the following provisions of the Conditions to the Customer's attention:

- If you don't advise us of faults or defects in goods within 48 hours of delivery, you will have no claim against us. If you do advise us within 48 hours, we may replace unused goods.
- Unless the Trade Practices Act 1974 (Cth) (**TPA**) applies, we are not liable to you for any loss or damage you suffer relating to our goods, including indirect, special or consequential loss or damage. If the TPA applies, our liability to you is limited. For example, we may only replace or repair goods.
- If we make goods to your specification, you release us from claims relating to faults in the specification. You also indemnify us if we infringe a third party's rights in using the specification or if we suffer loss arising out of using your specification.
- If we enter your premises to make deliveries, you release us from claims for damage to the premises or personal injury. You also indemnify us if we suffer loss relating to damage to third party's premises or personal injury in making deliveries to you, except if we are negligent.
- If you breach the Conditions, we may withhold supply or terminate, without liability to you, any contracts in force between us whether or not relating to the supply of goods.
- You agree that you do not rely on our skill or judgment as to the suitability of any goods for a particular purpose unless we a knowledge in writing that the goods will be fit for a particular purpose.

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

- a) expressly acknowledges having received notice of the Conditions including, in particular, those Conditions drawn to the Customer's attention in the box above;
- b) expressly agrees that the Conditions are incorporated into each and every Contract for supply of goods made between the Supplier and the Customer after the Acceptance Date; and
- c) expressly agrees that if the Supplier varies the Conditions from time to time after the Acceptance Date and provides reasonable notice to the Customer of the variation, the Conditions as varied are incorporated into each and every contract for supply of goods made between the Supplier and the Customer after the date of such notice.

6. PRIVACY AUTHORITY: INDIVIDUALS & GUARANTORS

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 described in s18E of the Privacy Act 1988 to a credit reporting agency; (b) obtain a consumer credit report about me from a credit reporting agency to assess my credit application or proposed guarantee or to collect overdue payments; (c) give credit worthiness information about me to a person for considering whether to act as guarantor, or to a guarantor; (d) exchange credit worthiness information about me with other credit providers to assess my credit worthiness or application for credit or to notify defaults or the status of my credit. I am aware that I may request access to my personal information held by the Supplier.

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.

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 & 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;
 - (k) payment to the Supplier or any related body corporate by any person which is later avoided by the application of any statutory provision;
 - (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.
- 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.

SIGNATURE OF GUARANTORS

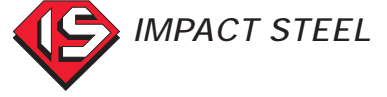
All company directors where the Customer is a company, all trustees where the Customer is a trust, all partners where the Customer is a partnership must give this guarantee, indemnity and charge.

Name of commercial credit applicant				(the "Customer")
	1	2	3	4
Signature				
Name				
Position				
Date				

THIS GUARANTEE SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY

Witness Signature				
Witness Name				
Witness Address				

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



CONDITIONS OF SALE

Divisions of BlueScope Distribution Pty Ltd ABN 88 096 380 068

Issue Date: 17th December 2007

1 Quotations, orders and contract

- 1.1 A written quotation issued by the Supplier to the Purchaser is an offer to sell and overrides the Supplier's prevailing price list. A written quotation expires on the date specified as an expiry date. If no expiry date is specified, the written quotation expires 30 days after the date of the written quotation.
- 1.2 The Supplier may withdraw, revoke or vary a written quotation at any time prior to the Purchaser submitting an order which accepts the offer to sell comprised by the written quotation.
- 1.3 A contract for the supply of Goods is made when the Purchaser communicates (by writing or conduct) to the Supplier its acceptance of a written quotation.
- 1.4 An order from the Purchaser on terms which are inconsistent with the terms of a written quotation is an offer by the Purchaser to buy Goods from the Supplier. A contract for the supply of Goods is made if the Supplier communicates that it is prepared to supply the ordered Goods only on the terms of these Conditions and the Purchaser accepts delivery of the ordered Goods in which case the contract is deemed to have been made as at the date of the Purchaser's order.
- 1.5 A contract made pursuant to clauses 1.3 or 1.4 is wholly documented by any specific terms agreed by the Supplier and the Purchaser in writing including, without limitation, in a quotation and these Conditions. To the extent that any inconsistency arises between:
 - (a) the terms of a quotation and clause 6.2 of these Conditions, the terms of the quotation prevail to the extent of the inconsistency;
 - (b) the terms of a quotation and any clause of these Conditions other than clause 6.2, the terms of these Conditions prevail to the extent of the inconsistency.
- 1.6 Where in the period between acceptance of a quote and delivery of the relevant Goods, the Supplier incurs an increase in the cost of producing and/or delivering the Goods, the Supplier reserves the right to increase the quoted price of those Goods at any time prior to delivery (a "price escalation"). The Purchaser shall accept any such price escalation.
- 1.7 The provisions of these Conditions prevail over any terms and conditions of trade of the Purchaser whether or not any inconsistency arises.

2 Specifications and Working Documentation

- 2.1 If the Purchaser's order refers to a Specification or Working Documentation then:
 - (a) the Purchaser represents and warrants to the Supplier that any such Specification or Working Documentation does not and any Goods produced by the Supplier pursuant to such Specification or Working Documentation will not breach or infringe upon the rights or property of any third party including, without limitation, patent, design, copyright or other intellectual property rights and the Purchaser indemnifies the Supplier and must hold it harmless from and against any loss, damage, liability or cost suffered or incurred by the Supplier arising out of a breach by the Purchaser of the representations and warranties made by it pursuant to this clause;
 - (b) the Purchaser releases the Supplier from and waives any rights or causes of action it may at any time have had against the Supplier but for this release in relation to any fault or defect in any Goods made pursuant to the Purchaser's Specification or Working Documentation arising, whether directly or indirectly, out of the terms of the Specification or Working Documentation provided by the Purchaser to the Supplier; and
 - (c) the Purchaser indemnifies the Supplier and must hold it

harmless from and against any loss, damage, liability or cost suffered or incurred by the Supplier attributable, whether directly or indirectly, to the terms of any Specification or Working Documentation provided by the Purchaser to the Supplier.

- 2.2 Subject to clause 8.1, unless otherwise stated on a quotation, Goods will be supplied by the 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. Where the total mass or length of any item supplied includes a fraction of a tonne, the Purchaser must pay for that fraction on a pro rata basis.
- 2.3 Notwithstanding any other provision of these Conditions, it is a term of the contract made between the Supplier and the Purchaser that the Supplier has discretion to refuse to supply Goods or Services to the Purchaser (without liability to the Purchaser) where:
 - (a) Goods or Services are unavailable or insufficient for any reason whatsoever;
 - (b) the Purchaser has failed to comply with terms on which the Supplier has agreed to provide credit to the Purchaser;
 - (c) the Purchaser or a Related Corporation of it has breached a contract with the Supplier or a Related Corporation of it including these Conditions; or
 - (d) the Supplier considers it necessary or desirable to do so for any reason at all.
- 2.4 The Purchaser agrees that it does not rely on the skill or judgement of the Supplier in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to the Supplier and the Supplier has acknowledged in writing that the Goods will be fit for the particular purpose.

3 Delivery and risk

- 3.1 The Supplier will deliver Goods to the Purchaser as follows:
 - (a) the 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 (**Delivery Point**) for the purpose of clause 1.5;
 - (c) the Supplier or its transport contractor will deliver the Goods so close (**Drop Spot**) to the Delivery Point as, in the opinion of the Supplier or its transport contractor, it is safe or prudent to do so and delivery occurs and risk in the Goods passes to the Purchaser when the Supplier's or its transport contractor's delivery vehicle arrives at the Drop Spot;
 - (d) the unloading of Goods at a Drop Spot is the Purchaser's responsibility at its own cost and risk but the Supplier or its transport contractor may, without liability to the Purchaser, unload the Goods at the Drop Spot if the Purchaser requests the Supplier to do so or is absent from the Drop Spot at the time the Supplier or its transport contractor wishes to unload and the Purchaser releases and forever discharges the 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;
 - (e) where the Purchaser attends the Supplier's premises to acquire Goods the Supplier may, in its discretion:
 - (1) deliver the Goods into or onto the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods

- are set down in or on the Purchaser's vehicle; or
- (2) deliver the Goods by setting them down along side the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down along side the Purchaser's vehicle notwithstanding that the Supplier's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.
- 3.2 Where the Supplier or its transport contractor enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a delivery point, the Purchaser:
 - (a) releases the Supplier from any claim the Purchaser may at any time have had against the 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 the Supplier or its transport contractor of Goods to such premises; and
 - (b) indemnifies and holds the Supplier harmless from and against any loss, damage or liability suffered or incurred by the Supplier in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by the Supplier or its transport contractor of Goods to the premises of the third party except for and to the extent that such loss, damage or liability suffered or incurred by the Supplier does not arise out of the negligence or carelessness of the Supplier or its transport contractor.
 - 3.3 A statement on an invoice or delivery docket given to the Purchaser by the Supplier as to the quantity, description, date and place of delivery of Goods will, as between the Supplier and the Purchaser, be a conclusive statement and will bind the parties for all purposes.
 - 3.4 If the Purchaser does not advise the Supplier in writing of 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 48 hours of delivery:
 - (a) the Purchaser is deemed to have accepted the Goods and is deemed to agree that the Goods are not faulty, damaged or defective and comply with a contract made pursuant to the terms of these Conditions; and
 - (b) the Purchaser releases and discharges the Supplier from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Goods or any failure of the Goods to comply with a contract made pursuant to these Conditions.
 - 3.5 If the Purchaser advises the Supplier in writing of a fault, damage or defect in Goods or a failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 48 hours of delivery then the Supplier will, if in its opinion the Purchaser's advice is reasonable and the Purchaser has not used the Goods, replace 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 the Supplier will have no additional liability to the Purchaser.
 - 3.6 Goods are not damaged or defective by reason only of the presence of rust, millscale or rolling seams except as provided for in AS3600.
 - 3.7 Unless otherwise agreed by the Supplier and the Purchaser in writing, the Supplier will bundle or package Goods the subject of an order in its discretion and the Purchaser releases and forever discharges the Supplier from any liability or claim arising out of such bundling or packaging by the Supplier.
 - 3.8 The Supplier will not be liable for any loss incurred as a result of delay or failure to make any supply of Goods or Services or to observe any of these Conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-government authorities or embargoes. During the continuance of an event of force majeure the Supplier's obligations under these

Conditions will be suspended.

4 Retention of title

- 4.1 The Purchaser agrees that legal and equitable title to the Goods is retained by the Supplier until the Supplier receives payment in full from the Purchaser for the Goods, the Services and all other goods and services supplied to Purchaser by the Supplier at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser:
 - (a) holds the Goods as bailee and fiduciary agent of the Supplier;
 - (b) 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, holds such part of the new goods (**Processed Goods**) on trust for the Supplier as bailee and fiduciary agent of the Supplier;
 - (c) must store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party in such a way as to clearly indicate at all times that the Goods and such part of the Processed Goods are owned by the Supplier; and
 - (d) must ensure that, at all times, the Goods and such part of the Processed Goods are properly stored, protected, readily identifiable and insured.
- 4.2 The Purchaser hereby agrees to accept this appointment as bailee and fiduciary agent of the Supplier.
- 4.3 The Purchaser may sell or deal in the ordinary course of business with the Goods and such part of the processed goods provided that:
 - (a) any such sale or dealing is at arms' length and on market terms; and
 - (b) the Purchaser holds the proceeds of any sale of or dealing in the Goods and such part of the proceeds of any sale of or dealing in the Processed Goods on trust for the Supplier in a separate identifiable account as the beneficial property of the Supplier and the Purchaser must pay such amount to the Supplier on demand.
- 4.4 For purpose of this clause 4, "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to the Supplier at the time the Goods are used in the manufacture of, or incorporated into, the Processed Goods.
- 4.5 Notwithstanding any other provision to the contrary, the Supplier reserves the following rights in relation to the Goods until all amounts owed by the Purchaser to the Supplier in respect of the Goods and all other goods and services supplied to the Purchaser by the Supplier at any time are fully paid:
 - (a) legal and equitable ownership of the Goods;
 - (b) to retake possession of the Goods; and
 - (c) to keep or resell any of the Goods repossessed.
- 4.6 In the event of a breach of this contract by the Purchaser including, without limitation, failure by the Purchaser to make payment for the Goods by the date specified by the Supplier to the Purchaser, the Purchaser must return the Goods to the Supplier immediately on demand. If the Purchaser does not return the Goods to the Supplier on demand, the Supplier shall be entitled (without further notice) to enter upon the Purchaser's premises at any time to do all things necessary to recover the Goods.
- 4.7 The Purchaser hereby grants full leave and irrevocable licence to the Supplier and any person authorised by the Supplier to enter upon any premises where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods.
- 4.8 The Purchaser agrees that:
 - (a) it shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by the Supplier (including consequential losses and damages) as a result of the Supplier retaking possession of the Goods or otherwise exercising its rights under this clause; and
 - (b) it shall indemnify the Supplier for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against the Supplier in

connection with the retaking possession of the Goods or the exercise by the Supplier of its rights under this clause, and the Purchaser shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

- 4.9 The parties agree that this clause is not intended to create a charge or any other form of security interest and that if and to the extent that, as a matter of law, this clause creates a charge or any other form of security interest, the offending words shall be deleted.

5 Price and GST

- 5.1 The price of Goods or Services or both will be the Supplier's prevailing price at the time of delivery.
- 5.2 Where a party to these Conditions (Supply Maker) makes a Taxable Supply (within the meaning of the GST Act) under or in connection with these Conditions to another party to these Conditions (Recipient) and the consideration otherwise payable for the Taxable Supply is not specifically stated to include GST, the Supply Maker will be entitled to recover from the Recipient as an additional amount the amount of any GST payable on the Taxable Supply.
- 5.3 The amount of any cost recovery or compensation for costs under or in connection with these Conditions shall be reduced by the amount of any Input Tax Credits (within the meaning of the GST Act) available in respect of those costs.
- 5.4 A party to these Conditions will not be obliged to pay any amount in respect of GST to the other party unless and until a Tax Invoice (within the meaning of the GST Act) has been issued in respect of that GST.
- 5.5 In addition to payment of the price for Goods, the Purchaser is responsible for and the Supplier may recover from the Purchaser:
- (a) taxes (other than income tax and GST), stamp duty or other statutory charges or levies whether State or Federal payable in relation to the supply of Goods;
 - (b) the cost of delivery of Goods including, without limitation, costs relating to long loads, wide loads, escorted loads, drop trailers, crane trucks (including associated personnel), particular dunnage requirements, palletising or crating of materials, early deliveries (at or around 7:00 am), delivery loads of less than 10 tonnes, delivery to non-metropolitan sites;
 - (c) the cost of providing materials necessary to manufacture Goods in accordance with a Specification or Working Documentation when such materials are not indicated on the Specification or Working Documentation including, without limitation, hurdles, chairs, laps and bracing;
 - (d) costs incurred by the Supplier arising out of late notification by the Purchaser of a change to an agreed delivery schedule with such costs to include, without limitation, costs of double handling, storage of material, trailer hire and scheduling of production and delivery;
 - (e) storage charges where Goods are not collected immediately upon being made available for collection at the Supplier's premises;
 - (f) demurrage costs or charges incurred by the Supplier for attendance at a Delivery Point after the expiration of the first three quarters of an hour such charges to be calculated at master carrier rates;
 - (g) All expenses, including debt collection expenses, legal costs and disbursements on an indemnity basis incurred by the Supplier in relation to a breach of these Conditions by the Purchaser;
 - (h) all costs, charges, expenses or any other outgoings incurred by the Supplier with respect to any Variation by the Purchaser;
 - (i) all costs or charges incurred by the Supplier with respect to the recovery or return of Goods from the Purchaser (including re-stocking charges) whether or not such recovery or return of Goods occurs in relation to any breach of these Conditions; and
 - (j) the cost of any testing or inspection of Goods, or testing or inspection of products or materials required by the

Purchaser to be used in relation to the manufacture of Goods.

6 Payment and credit terms

- 6.1 Unless the Supplier has agreed to extend credit to the Purchaser, payment for Goods must be made by the Purchaser in immediately available funds on or immediately prior to delivery of the Goods.
- 6.2 Unless otherwise agreed by the Purchaser and the Supplier, the Supplier will be entitled to deliver the Goods in one or more instalments. Where delivery of the Goods is effected by way of part delivery, the Supplier will be entitled to invoice the Purchaser for pro-rata progress payments in respect of Goods delivered.
- 6.3 Where the Supplier has agreed to extend credit to the Purchaser, the Supplier will submit an invoice to the Purchaser for Goods or Services or both supplied to the Purchaser (including, without limitation, Goods delivered in part fulfilment of an order) and the full amount of the invoice together with any additional charges (if any) must be paid by the Purchaser to the Supplier by no later than the date which is 30 days after the date of the Supplier's invoice or such other date for payment as the Supplier and the Purchaser agree in writing.
- 6.4 The Purchaser must pay the Supplier on demand default interest at the rate prescribed from time to time in the Penalty Interest Rates Act 1983 (Vic) on all overdue amounts owed by the Purchaser to the Supplier which interest will be calculated daily and will be payable together with the overdue amount. All payments made by the Purchaser will be first applied to the accrued interest.
- 6.5 The Purchaser must not retain or withhold any money owing to the Supplier notwithstanding any breach or alleged breach by the Supplier of these Conditions including the supply of allegedly faulty or defective Goods. The Supplier expressly disclaims any right of the Purchaser to set off amounts due or alleged to be due from the Supplier to the Purchaser against amounts due or alleged to be due from the Purchaser to the Supplier under these Conditions.
- 6.6 If the Purchaser breaches a provision of these Conditions including, without limitation, a provision relating to the payment of money or if the Purchaser, being a natural person, is the subject of any personal insolvency event including, without limitation, arising out of the Purchaser committing an act of bankruptcy or if the Purchaser, being a company, has a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official appointed or steps are taken for such appointment over any of the assets or undertaking of the Purchaser or if the Purchaser suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is presumed to be insolvent under the Corporations Act or if the Purchaser ceases or threatens to cease to carry on business or any guarantee or security given to the Supplier in relation to the Purchaser is purported to be revoked or asserted to be unenforceable then the Supplier may, without limiting any other rights it may have, do any or all of the following things:
- (a) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to the Supplier by the Purchaser;
 - (b) terminate without the Supplier incurring liability to the Purchaser any contract in force between the Supplier and the Purchaser for the sale or supply of Goods or Services or both and, without limitation, withhold any deliveries of Goods or performance of Services pursuant to any purchase order accepted by the Supplier;
 - (c) suspend performance under or terminate, in either case without the Supplier incurring liability to the Purchaser, any contracts in force between the Supplier and the Purchaser, not being contracts for the sale or supply of Goods.
- 6.7 The Purchaser as beneficial owner charges in favour of the 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 the Supplier pursuant to a contract on or

including the terms of these Conditions. The Purchaser consents to the Supplier lodging a caveat to note its interest. Upon demand by the Supplier, the Purchaser agrees to immediately execute a mortgage on terms satisfactory to the Supplier to more particularly describe the security interest conferred by this clause. Should the Purchaser fail within a reasonable time of such demand to execute such mortgage then the Purchaser irrevocably appoints the Supplier as its attorney with authority to do on its behalf any thing that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Purchaser.

7 Limiting liability

7.1 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, 1980 (**the Vienna Convention**) and all other terms or conditions in relation to the subject matter of these Conditions, whether implied by use, statute or otherwise, are expressly excluded.

7.2 No statement or recommendation made or advice, supervision or assistance given by the Supplier, its employees, agents, transport contractors or representatives whether oral or written must be construed as or constitutes a warranty or representation by the Supplier or a waiver of any clause in these Conditions. The Supplier is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.

7.3 Subject to clauses 3.5 and 7.4, the Supplier is not liable for any loss or damage, however caused (including, but not limited to, by the negligence of the Supplier), suffered by the Purchaser in connection with a supply of Goods or Services under these Conditions.

7.4 If the Trade Practices Act 1974 (**TPA**) or any other legislation implies a condition or warranty into these Conditions in respect of Goods or Services supplied, and the Supplier's liability for breach of that condition or warranty may not be excluded but may be limited, clause 7.3 does not apply to that liability and instead the Supplier's liability for any breach of that condition or warranty is limited to:

(1) in the case of a supply of Goods, the Supplier doing any one or more of the following (at its election):

(A) replacing the Goods or supplying equivalent goods;

(B) repairing the Goods;

(C) paying the cost of replacing the Goods or of acquiring equivalent goods;

(D) paying the cost of having the Goods repaired; or

(2) in the case of a supply of Services, the Supplier doing either or both of the following (at its election):

(A) supplying the Services again;

(B) paying the cost of having the Services supplied again.

7.5 Notwithstanding any other provision of these Conditions, the Supplier is not liable to the Purchaser for any indirect, special or consequential loss or damage suffered or incurred by the Purchaser arising out of a breach by the Supplier of a contract made pursuant to these Conditions or a negligent act or omission of the Supplier or a breach of a statutory duty or obligation by the Supplier. The phrase "indirect, special or consequential loss or damage" is deemed to include the following: economic loss, loss of opportunity, loss of profit or revenue, loss or damage in connection with claims against the Purchaser by third parties, liquidated sums or liquidated damages.

8 Miscellaneous

8.1 Nothing in these Conditions is intended to exclude, restrict or modify rights which the Purchaser may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.

8.2 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 mass per

metre as defined in AS4671-2001 plus an allowance for rolling margin as determined by the Supplier from time to time. The length used in the calculation of mass will be as defined in AS1100 part 501.

8.3 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.

8.4 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.

8.5 The Supplier may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions without the consent of the Purchaser.

9 Jurisdiction

The law of the state or territory in which the Supplier delivers Goods to the Purchaser is the proper law of these Conditions. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

10 Interpretation

In these Conditions:

Conditions means these terms and conditions;

Goods means goods the subject of an order;

GST means the tax payable on Taxable Supplies within the meaning of the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;

Purchaser means a person who makes a contract with the Supplier on the terms of these Conditions;

Related Corporation has the meaning given to the term "related body corporate" in section 50 of the Corporations Act 2001;

Services means services supplied by the Supplier to the Purchaser in relation to Goods the subject of an order which has been accepted by the Supplier;

Specification includes metallurgical properties, chemical formulae, ingredients, architectural drawings, engineering drawings or other plans and accompanying schedules as varied or amended from time to time;

Supplier means BlueScope Distribution Pty Ltd
ABN 88 096 380 068;

Variation means any modification, amendment or change to the terms of an order submitted by the Purchaser (whether or not such order has been accepted by the Supplier) including, without limitation, in relation to scheduling and re-scheduling, loading requirements, delivery times or delivery sites;

Working Documentation means architectural drawings, site drawings, structural drawings, construction drawings and reinforcement schedules or any other document or operational information provided by or on behalf of the Purchaser to the Supplier for the purpose of the transactions contemplated by these Conditions; and

Working Hours means between 7.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.