



APPLICATION FOR CASH ACCOUNT

Rapid Aluminium Pty Ltd
 27 Nathan Road
 Dandenong South VIC 3175 Australia
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 accounts@rapidal.com.au

Business Details	
Business Numbers	
Business Structure	
Year of inception	
Names	
Main trading name	
Other trading names	
Contact Details	
Primary Contact	
Full name	
Email	
Phone	
Fax	
Accounts Payable Contact	
Full name	
Email	
Phone	
Fax	
Director/Principal Details	
Name	
DOB	
Phone	
Home Address	
Registered Address	
Delivery Address	

**RAPID ALUMINIUM
TERMS AND CONDITIONS OF TRADE**

1. DEFINITIONS

"Conditions" means these Terms and Conditions of "Customer" or for purchase the Seller; "Goods" all goods services by Goods and Tax payable pursuant to the Act; means New System and Tax) (as amended); "Order" placed by a Customer with the Seller written or verbal, for the supply of Goods; "Purchase Price" means the price of the Goods exclusive of GST; "Seller" means Rapid Aluminium Pty Ltd (ABN 58 633 178 284)

2. APPLICATION OF CONDITIONS

(a) These Conditions apply to all Orders for the supply of Goods placed by a Customer with the Seller.
(b) No additional or different terms or conditions will be binding upon the Seller unless specifically agreed to in writing. of purchase or sale included in the Customer's order or other writing that are different from or additional to these Conditions. Paragraph headings herein are for convenience only and are not to be considered in interpreting any of the provisions herein.

3. QUOTATIONS

The Seller's quotations and tenders are subject to change and Goods are subject to availability at any time prior to the Seller's acceptance of the Customer's order. Fixed prices must be expressly confirmed as such by the Seller in writing.

4. IMPLIED CONDITIONS AND WARRANTIES

(a) These Conditions do not purport to exclude those conditions and warranties implied by law into contracts for the supply of Goods, however to the fullest extent permitted by the law all other terms, conditions, warranties, and representations, whatsoever and howsoever made are excluded from these Conditions except those expressly stated.
(b) Any suggestion by the Seller or the Seller's agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by the Seller.
(c) Where the Customer has a credit or other account with the Seller, these Conditions shall be in addition to and not in substitution of the Seller's terms and conditions of credit.

5. ORDER FOR GOODS

(a) Once an Order has been placed with the Seller it cannot be cancelled or varied by the Customer without the consent of the Seller.
(b) The Seller may accept or reject any Order in whole or part.
(c) Where Goods are made to the Customer's own specifications, or if the Customer supplied materials and such specifications of materials prove to be inaccurate or otherwise, unsuitable for the manufacture of the Goods, the Seller may charge the Customer and the Customer shall be responsible for payment of any additional costs incurred by the Seller in correcting or modifying or otherwise adjusting the Goods to meet the actual requirements of the Customer.

6. PURCHASE PRICE & TERMS OF PAYMENT

(a) Unless otherwise agreed in writing the Purchase Price is exclusive of packaging costs, GST, freight charges, delivery costs, bank charges, and such other charges notified by the Seller to the Customer all which costs if incurred are payable by the Customer ("Price Additions").
(b) Payment of the Purchase Price and any Price Additions (collectively, "Total Price") shall be made to the Seller for the Goods before the end of the month of invoice ("due date") in the case of a sale on credit terms and unless otherwise stated on the invoice this shall be deemed the due date.
(c) If payment of the Total Price is not made as herein provided the Seller may charge interest on the amount outstanding at the rate of 1.5% per calendar month on the outstanding balance of the Total Price from the due date until the full amount of the Total Price has been paid by the Customer.
(d) The Customer shall have no right of set-off with alleged counter-claims. Any assignment of the Customer's counter-claims to a third party without the Seller's prior written consent shall be void.
(e) The Customer agrees to reimburse the Seller for any costs and expenses (including legal fees on a full indemnity basis) incurred in connection with the collection of any amounts owed to the Seller under these Conditions. Such costs and expenses shall constitute a debt due forthwith upon demand by the Seller to the Customer.
(f) If the Customer fails to make payment on due or becomes enters into administration or has a receiver and appointed its undertaking any part thereof the Seller the withhold cancel deliveries that the on part of Seller exercise option in respect to more shall right to exercise it in respect of other deliveries.

7. DELIVERY

- (a) Unless otherwise stated in the Contract, the Goods shall be delivered to and unloaded at the Customer's premises at the sole cost of the Customer. Delivery of the Goods shall be deemed to be affected when the Goods are unloaded from the delivery vehicle. If the Buyer or his/her representative or agent is unavailable to sign or does not sign the delivery advice, then the driver's records shall be conclusive evidence of the delivery at the time and place shown in the driver's records.
- (b) If it is stated in the Contract that the Goods are sold ex works or ex Seller's store or warehouse then the Customer shall at its cost and risk collect and take delivery of the Goods from the works or from the Seller's store or warehouse as the case may be, within the time agreed or in the event of no time being agreed within a reasonable time. The Seller's only obligation as to delivery shall be to have the Goods ready for dispatch within the time agreed or a reasonable time.
- (c) Where this Contract states that Goods are to be delivered by installments each installment shall be deemed to be sold under a separate contract. If the Seller fails to deliver an installment within the time stated on the contract or to deliver at all, the Buyer shall not be entitled to repudiate the contract with regard to any other installments remaining to be delivered.
- (d) If no address is nominated, then the Goods shall be delivered to the Customer's place of business. All delivery dates are estimates only.
- (e) If the Customer is responsible for any shipment delay, Seller's written notification to the Customer that the Goods ordered are ready for shipping shall constitute delivery to the Customer, and all further risk of loss or damage as well as all costs for handling, transportation, and storage shall be borne by the Customer.
- (f) The Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond the Seller's reasonable control, including without limitation, any act of God, act or failure to act of the Customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labour, materials or manufacturing facilities.
- (g) If the costs to the Seller of supplying the Goods not yet delivered are increased materially by any dispute or cause and the parties concerned cannot agree on how such increase shall be borne; the Seller may cancel the Contract without liability in respect of such undelivered Goods.

8. RISK

The Customer accepts the Goods, and the Goods are at the Customer's risk immediately upon leaving the Seller's premises, whether the Goods are delivered by the Seller or by someone other than the firm or collected by the Customer. If the Customer wishes to insure against loss or damage to the Goods after they have left the Seller's premises, it shall be the Customer's responsibility to do so.

9. FORCE MAJEURE

- (a) In the event that any circumstance beyond control parties in without prejudice the acts God the enemy, explosion, lightning, storm, failure of public services, perils of the sea, flood, drought, riots, accident, government shortage failure supply materials equipment normal for of the Goods, labour disputes or strikes ("Force Majeure") in of the is impeded suffers with delivery or Customer prevented, or interference with neither nor shall have any claim against the other consequential loss, injury or shall include, to, any loss of trade or may be or by party or any third party. However, the affected party shall promptly upon the occurrence of any such cause so inform the other party in writing, stating such cause has delayed or prevented its performance hereunder and thereafter such affected party shall take all actions within its power to comply with the terms of any contract and these Conditions as fully and promptly as possible.
- (b) If either party is unable to perform its respective obligations under these Conditions for a continuous period of sixty (60) days by reason of Force Majeure then both parties, in utmost good faith, shall enter into discussions with a view to agreeing on such adjustments as may be mutually acceptable to continue the operation of any contract and these Conditions. If the parties cannot mutually agree on the continuation of any contract and these Conditions, either party may terminate any contract or agreement between the parties. Termination will be without prejudice to the rights and obligations accrued to the date of termination.

10. ACCEPTANCE OF GOODS

Unless the Customer notifies the Seller in writing within seven (7) days from the date of delivery that:

- (a) the Goods are not in conformity with the Order;
- (b) the Goods do not correspond with any sample where the Goods are sold by sample;
- (c) the Goods contain a defect that renders them merchantable;

The Customer shall be deemed to have accepted the Goods. The Customer shall be deemed to have inspected the Goods upon delivery. Upon Delivery in this clause means prior to fabricating, cutting, installing, or in any other way changing the nature of the Goods delivered.

11. RETURNS

- (a) The Customer may only return Goods to the Seller for credit if:
 - (i) the prior written approval of the Seller for the return has been obtained and
 - (ii) the freight costs on the return have been paid by the Customer.
- (b) If the Customer returns the Goods otherwise than in accordance with Clause 11(a):
 - (i) the Seller may at its sole discretion accept the return and grant credit to the Customer;
 - (ii) if the Seller does not accept the return the Customer may hold the Goods on the Customer's behalf at the Customer's expense until arrangements satisfactory to the Seller are made by the Customer for the disposal of the Goods.
- (c) A credit given by the Seller for Goods returned by the Customer and accepted by the Seller is subject to a re-stocking fee equivalent to 15% of the Total Price of the Goods.

12. CANCELLATION

No order for Goods placed by the Customer and accepted by the Seller may be cancelled or deferred without prior consent in writing of the Seller and in the case of custom-made Goods ordered by the Customer no order for such Goods may be cancelled after:

- (a) the Seller has scheduled manufacture of such Goods; or
- (b) the Seller has purchased the materials required for the manufacture of such Goods.

13. TITLE

- (a) Ownership in the Goods supplied by the Seller to the Customer will not pass to the Customer until the Customer has paid all monies owing by the Customer to the Seller under these Conditions or any other agreement subsisting between the Customer and the Seller for the supply of Goods or services.
- (b) The Customer shall be deemed to hold the Goods as Bailee for the Seller and the Customer agrees to store the Goods on behalf of the Seller so that they are clearly identifiable as the Seller's property until ownership of the Goods passes pursuant to clause 13(a).
- (c) If ownership in the Goods has not passed to the Customer in accordance with clause 13(a), without prejudice to any other rights including any rights the Seller may have against the Customer under this invoice or any other agreement subsisting between the Customer and the Seller for the supply of Goods or services, the Seller will be entitled to:
 - (i) enter premises where Goods supplied by the Seller to the Customer are stored and sold and repossess the Goods (whether they have been paid for by the Customer or not) without liability for trespass or any resulting damage; and
 - (ii) retain the Goods or sell the Goods to a third party.
- (d) The Seller will be entitled to exercise its rights pursuant to clause 13(a) notwithstanding that:
 - (i) any debt or sum owed by the Customer to the Seller is not related to Goods to which that debt or sum relates; and
 - (ii) neither the Seller nor the Customer is able to identify which of the Goods have not been paid for by the Customer.
- (e) Notwithstanding clause 13(a), risk in the Goods passes to the Customer on delivery of the Goods to the Customer by the Seller.

14. CUSTOMER TO RELY ON OWN SKILL AND JUDGMENT

The Customer acknowledges that the Goods have been purchased relying on his own skill and judgment determining the suitability of the Goods and agrees to take all reasonable steps to test the sample and the Goods to determine whether the Goods are reasonably fit for the purpose for which they are required. If the Goods prove unsuitable for the purpose for which they are required, shall not be liable for or howsoever caused to any party whatsoever and the Customer shall keep and harmless Seller, officers, representatives, and against any loss, (including on full indemnity basis) by Seller out in with indirectly) by a party against Seller, its officers, employees, representatives, agents, or contractors.

15. LIABILITY OF SELLER

- (a) The Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability), or other theories of law, with respect to the Goods sold by the Seller, or undertakings, acts or omissions relating thereto.
- (b) Under no circumstances will the Seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with these Conditions or with the use or liability to use the Seller's Goods furnished under these conditions. The Seller's sole liability and the Customer's

sole remedy is limited to either:

- (i) repair or replacement of defective Goods; and/or
 - (ii) at the Seller's option, discount of Purchase Price.
- (c) The Customer agrees to cause its customers and anybody in the chain of manufacturing, supply, and distribution including the end customer to be bound by limitations of liability substantially equivalent to those contained in these Conditions.
- (d) The Seller assumes no liability as to any intellectual property right infringement by virtue of the use of the Goods manufactured to the Customer's specifications. Customer hold Seller any action resulting in manufacturing, or performance of other work done in accordance with drawings, designs other proposed furnished such liability the of trade copyright, goods sold hereunder Seller the Customer.

16. CONTINUING INDEMNITIES

The indemnities contained in these Conditions are continuing indemnities and shall survive the expiration or termination of any agreement between the parties relating to the supply of Goods.

17. GOVERNING LAW

Any contract with the Seller shall be deemed to have been executed and entered in the State of Queensland, Australia and the same shall be construed, enforced and performed in accordance with the laws thereof. Any proceedings shall be brought and heard in the courts of the State of Queensland.

18. SEVERABILITY

If any one or more of the provisions of these Conditions becomes invalid, illegal, or unenforceable in any respect by any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of these Conditions shall not be in any way impaired.

19. COMPLETE AGREEMENT

These Conditions and the Seller's acceptance form (if any) constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior ten and oral statements, including prior representations, statements, conditions, or warranties. These Conditions may not be amended or altered without the written consent of the Seller.

20. NON-WAIVER

A waiver by the Seller with respect to any breach or default by the Customer shall not constitute a continuing waiver of any other breach or default or of any other right or remedy. a right or remedy does not operate as a waiver of that right or remedy.

TERMS AND CONDITIONS OF CREDIT

These are the terms and conditions upon which Rapid Aluminium Pty Ltd (Seller) may provide credit to an accepted credit account customer for the supply of Goods (Credit Application).

1. DEFINITIONS

Conditions means these Terms and Conditions of Credit; Customer means the person or company placing an Order for the purchase of Goods from the Seller; Goods means all goods and/or services supplied by the Seller pursuant to an Order including Custom Made Goods; GST means Goods and Services Tax payable pursuant to the GST Act; GST Act means A New Tax System (Goods and Services Tax) Act 1999 (as amended); Order means a written or oral order placed by a Customer with the Seller, for Rapid Aluminium Pty Ltd (ABN 58 633 178 284).

- 2. Payment of the Purchase Price and the cost of any packaging, GST, freight, insurance, delivery costs, bank charges, and other charges notified by the Seller to the Customer (Collectively, Total Price) shall be made to the Seller before the end of the month of invoice (Due Date).
- 3. If payment of the Total Price is not made as herein provided the Seller may charge Interest at the rate of 1.5% per calendar month on the outstanding balance of the Total Price from the Due Date until the full amount of the Total Price has been paid by the customer.
- 4. The Seller reserves the right at all times to suspend or discontinue the supply of Goods to the Customer without being obliged to give any reason for its action.
- 5. In the case of a monthly credit account opened in the names of two or more persons these persons are jointly and severally liable to pay that account.
- 6. The Seller's Terms and Conditions of Trade (a copy of which are set out overleaf) are incorporated into and form part of the Contract between the Seller and the Customer and this Credit Application.
- 7. For valuable consideration, each of the individuals and/or entities listed in this Credit Application as a guarantor (collectively Guarantor) hereby guarantees:

(a) to pay to the Seller on demand any amount that is due and payable by the Customer to the Seller in connection with the supply of Goods by the Seller to the Customer from time to time (Guaranteed Obligations); and

(b) that the Customer will observe and perform all its obligations in relation to the Guaranteed Obligations.

8. If there is more than one Guarantor, a reference to the Guarantor is to be treated as a reference to each of them individually as well as jointly. One Guarantor continues to be bound even though any other Guarantor has not signed this document.

(a) To secure payments of all monies which may become payable by the Customer to the Seller in relation to the supply of Goods and on any account, the Customer HEREBY CHARGES in favour of the Seller with the due payment of those monies all of the Customer's interest in real property both present and future and the Customer hereby consents to the Seller lodging a caveat or caveats noting the Seller's interest pursuant to such charge and if applicable to register any security interest on any personal properties securities register.

(b) To secure payment of all monies which may become payable by the Customer to the Seller including all Guaranteed Transactions, the Guarantor HEREBY CHARGES in Favor of the Seller with the due payment of those monies all of the Guarantor's interest in real property both present and future and the Guarantor hereby consents to the Seller lodging a caveat or caveats noting the Seller's interests pursuant to such charge and if applicable to register any security interest on any personal properties securities register.

(c) The Customer and the Guarantor hereby jointly and severally irrevocably make, nominate, constitute, and appoint all and director, secretary, and any credit manager of the Seller the attorneys for the Customer and for the Guarantor for the purpose of doing all such acts and things and, executing all such documents necessary to enable the Seller to register non-lapsing caveats over any such freehold or leasehold property as aforesaid. The Customer and the Guarantor hereby jointly and severally agree to indemnify the Seller for all legal costs and fees in respect to such charges and caveats.

9. This Credit Application is deemed to be made in Victoria and each party submits to the exclusive jurisdiction of the Courts of Victoria.