



Original Account form must be sent to: PO Box 813, St Marys, NSW, 1790

APPLICATION FOR COMMERCIAL CREDIT

COMPANY TYPE [] Registered Company [] Govt. Body [] Partnership [] Sole Trader [] Trust [] Other

Date:
Registered Name:
Trading Name:
Registered Address: Post Code:
ABN: ACN:
Trading Address: Post Code:
Is your trading address: Owned [] Leased []
Postal Address: Post Code:
Phone No: Fax No:
Contact: Mobile:
Email:
Nature of Business: Date Business Commenced:
Accounts Payable Clerk: Phone:
Email Address:
Would you like your invoices/statements emailed? Yes No (Please Circle)
Please provide email address for invoices:
Do you require a Purchase Order number on your invoices? Yes No (Please Circle)
Previous Company Name & Address if less than 12 months old:

Has the Applicant or any associated company/person traded with Reozone or related companies in the past? Yes [] No [] (If Yes) under what name?

Bank: Branch/BSB No: Account No:
Name/Title of Account: Contact Name:
Phone No: Overdraft facility details:
Accountant/Auditor: Phone:

Anticipated Monthly Purchases: \$

PARTNERSHIP/SOLE TRADER/TRUST

Partnership/Proprietor/Trustee Name: ("The Applicant")
Period in business (Yrs): ABN:
Trading Name/Business Name (if any):
Previous Trading Name (if applicable):

(If a Trust, please provide a copy of your Trust Deed and a List of the beneficiaries)
At any time has any Proprietor, Director or Manager of the Applicant Customer been the subject to bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed? Yes [] No []
If Yes, please give details

TRADE REFERENCES: Please print clearly; accounts will NOT be opened without three valid trade references. Trade References should be 30dy Trading accounts only (COD accounts and Concrete Suppliers are not accepted and we will request extra references if the below cannot provide a valid reference).

1. Phone:
Email:
2. Phone:
Email:
3. Phone:
Email:



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DIRECTORS/PARTNERS NAMES:

This area must be completed by all applicants

Details of: (Please tick) Directors Partners Sole Trader

1. Name in Full: _____
Date of birth: _____ Licence No: _____
Position/Occupation: _____ Owned Buying Renting
Residential Address: _____

2. Name in Full: _____
Date of birth: _____ Licence No: _____
Position/Occupation: _____ Owned Buying Renting
Residential Address: _____

3. Name in Full: _____
Date of birth: _____ Licence No: _____
Position/Occupation: _____ Owned Buying Renting
Residential Address: _____

4. Name in Full: _____
Date of birth: _____ Licence No: _____
Position/Occupation: _____ Owned Buying Renting
Residential Address: _____

PLEASE ATTACH COPY OF DRIVER'S LICENCE FOR EACH APPLICANT AS PROOF OF IDENTITY

The person(s) signing the application warrants that he/she has read and understands the nature and effect of the Reozone Terms and Conditions and: -

- a) The information provided is true and correct in every detail;
- b) He/She/They have authority to sign on behalf of and to bind the applicant;
- c) He/She/They indemnify (ies) Reozone in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant.
- d) I/we understand the information permitted to be disclosed under the Privacy Act 1988 includes:
 - I. details to identify me/us – that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number;
 - II. the fact that I/we have applied for credit, the amount, or that Reozone is a current credit provider to me/us;
 - III. advice that payments previously notified as unpaid are no longer overdue;
 - IV. payments overdue for at least 60 days and for which collection action has started;
 - V. cheques for more than \$100 drawn by me/us which have been dishonoured more than once;
 - VI. in specified circumstances, that in the opinion of Reozone I/we have committed a serious credit infringement; and
 - VII. the fact that credit provided to me/us by Reozone has been paid or otherwise discharged.
- e) I/we consent to Reozone:
 - I. to request a credit report containing information about my/our consumer or commercial credit arrangement from a credit reporting agency for the purposes of assessing this application or in connection with the attached Guarantee and Indemnity;
 - II. to give a credit reporting agency information allowing the credit reporting agency to create and maintain a credit information file containing information about me/us;
 - III. to disclose a credit report or any personal information derived from the credit report, and any information about my/our personal or commercial credit arrangement to Reozone, a related body corporate of Reozone, any agent of Reozone assisting in processing the application and any other provider of credit to me/us names in his application in a credit report from a credit reporting agency; and
 - IV. to notify and exchange information with other credit providers and any collection agent of Reozone or any of its related bodies corporate.



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To be signed by all Directors, Partners and Sole Traders (as applicable)

PRIVACY

I/we understand that I/we need not to give any of the personal information requested in this application, however, without this information it may not be possible to process this application or provide me/us with an appropriate level of service.

By signing this application, I/we authorise Reozone to collect, maintain, use and disclose my/our personal information in the manner set out in Reozone’s privacy policy as varied from time to time. I/we acknowledge having received a copy of the current policy and that I/we am/are aware that the policy is available on Reozone’s websites or by request.

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

1.X _____
Director Signature Print Name and Title

Date: _____

X _____
Witness Signature Print Name and Title

2.X _____
Director Signature Print Name and Title

Date: _____

X _____
Witness Signature Print Name and Title

3.X _____
Director Signature Print Name and Title

Date: _____

X _____
Witness Signature Print Name and Title

4.X _____
Director Signature Print Name and Title

Date: _____

X _____
Witness Signature Print Name and Title



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DEED OF GUARANTEE
TO: REOZONE PTY LTD (ACN 35 141 459 127) (ABN 48 784 895 894)

.....
(Company Name and ABN Number)

"The Customer"

Of.....

(Company Address)

Guarantee, Indemnity and Charge

In consideration of Reozone agreeing at the request of the customer named in this Application for commercial credit of which this Guarantee forms part ("Customer") to sell goods or give credit to the customer, each person named as guarantor in the schedule ("Guarantor") enters into this Guarantee, indemnity and charge ("Guarantee") in favour of Reozone in the following terms;

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to Reozone Pty Ltd the due and punctual payment of the Guaranteed Moneys and agrees:

- a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- b) any statement signed by Reozone director, secretary, credit manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Reozone for the payment of Guaranteed Moneys;
- d) the liabilities of the Guarantor and the rights of Reozone under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- e) if any payment by the Guarantor under this Guarantee of the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Reozone is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2. Indemnity

The Guarantor Indemnifies the Company against any and all losses and expenses of any nature including the cost of preparation of this Deed, stamp duty (if any) and legal costs on a Solicitor/Client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to the Company of such losses and expenses and of the Money Secured.

3. Waiver

No failure or delay by Reozone to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Reozone's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4. Claim in Administration

Until this Guarantee is released by Reozone, the Guarantor will not without Reozone's consent, prove in any Administration of the Customer in competition with Reozone or any related body corporate of Reozone.

5. Continuing Agreement

Any guarantee shall remain in force so long as the customer shall maintain an account with Reozone. All guarantees shall be continuing guarantees and will terminate only in writing from Reozone.

6. Application of Moneys Received

If Reozone receives or recovers money in respect to debts of the Customer or anyone else, Reozone may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

7. Charge

As security for payment of Reozone for the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour or Reozone the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

- 1) Agrees to deliver to Reozone within seven (7) days of written demand a Memorandum of Mortgage in registered form and
- 2) that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction (s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
- 3) Authorises and consents to Reozone taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints Reozone and any person nominated by Reozone severally the Attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

8. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

9. Expenses

The Guarantor must pay to Reozone all costs, charges, fees and expenses (including without limitation, all stamp duty and legal fees) incurred by Reozone in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

Reozone Pty.Ltd
(ACN: 35 141 459 127 ABN: 48 784 895 894)

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10. Acknowledgement

The Guarantor acknowledges that the Guarantor:

- a) has entered into this Guarantee voluntarily;
- b) has read and understood the nature and consequences of entering into this Guarantee;
- c) has not signed this Guarantee on the basis of any representation of Reozone, its employees, agents or representatives or under the duress of any person;
- d) the Guarantor acknowledges that the Company has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
- e) This Deed will be construed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination, the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

11. Severance

Each clause and sub clause of this Guarantee is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub clauses or parts will not be adversely affected.

12. Definitions

In this Guarantee unless the context requires otherwise:

Administration includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

Guaranteed Moneys means all moneys which are, will or may be at any time in the future, owing or payable to Reozone by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

13. Interpretation

In this Guarantee unless the context requires otherwise all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

14. Credit Limits

I/We also give permission to Reozone Pty. Limited to increase or decrease our credit limit as required.

EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND DEAL AT (SUBURB) _____ **ON THIS DAY OF** _____ **20**

SIGNED by

_____)	Before _____
(Print Name of Guarantor))	(Print Name of Witness)
Of _____)	Of _____
(Address of Guarantor))	(Address of Witness)
_____)	_____
_____)	_____
X _____	X _____
(Signature of Guarantor)	(Signature of Witness)

IN WITNESS I SET MY HAND AND DEAL AT (SUBURB) _____ **ON THIS DAY OF** _____ **20**

SIGNED by

_____)	Before _____
(Print Name of Guarantor))	(Print Name of Witness)
Of _____)	Of _____
(Address of Guarantor))	(Address of Witness)
_____)	_____
_____)	_____
X _____	X _____
(Signature of Guarantor)	(Signature of Witness)

Reozone Pty.Ltd

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IN WITNESS I SET MY HAND AND DEAL AT (SUBURB) _____ ON THIS DAY OF _____ 20
SIGNED by

_____)	Before _____)
(Print Name of Guarantor))	(Print Name of Witness))
Of _____)	Of _____)
(Address of Guarantor))	(Address of Witness))
_____)	_____)
X _____)	X _____)
(Signature of Guarantor))	(Signature of Witness))

IN WITNESS I SET MY HAND AND DEAL AT (SUBURB) _____ ON THIS DAY OF _____ 20
SIGNED by

_____)	Before _____)
(Print Name of Guarantor))	(Print Name of Witness))
Of _____)	Of _____)
(Address of Guarantor))	(Address of Witness))
_____)	_____)
X _____)	X _____)
(Signature of Guarantor))	(Signature of Witness))

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE

Office Use Only

Date Received: _____ Sales Person: _____
Account Number: _____
Original Form Received: _____

Reozone Pty.Ltd
(ACN: 35 141 459 127 ABN: 48 784 895 894)

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Terms and Conditions of Supply

ACN: 35 141 459 127 / ABN: 48 784 895 894

General

All Purchases of Goods and Services are supplied to Purchasers on the following Terms and Conditions. No person employed by or acting as an agent of Reozone or purporting to do so has authority to supply Goods or Services on any other terms and conditions or to vary these Terms and Conditions in any way whatsoever unless authorised in writing by Reozone Pty Ltd ABN 48 784 895 894 trading as Reozone.

1. DEFINITIONS

1.1 In these Terms and Conditions:

- (a) **Contract** means the contract created in accordance with clause 5;
- (b) **Delivery Offer** means the delivery offer, which sets out the terms and conditions on which Reozone delivers Goods, and which is available on request by Reozone.
- (c) **Goods** means goods, products, materials and services supplied by Reozone under the Contract;
- (d) **Reozone** means Reozone Pty Ltd ABN 48 784 895 894;
- (e) **Purchaser** means the person or company that agrees to purchase the Goods or Services;
- (f) **Guarantor** means the person(s) or entity who agrees to be liable for the debts of the purchaser;
- (g) **Quotation** means a quote for Good and/or Services issued to the Purchaser by Reozone;
- (h) **Working Documents** means architectural drawings, structural drawings, constructions drawings, specifications and reinforcement schedules or other documents together with any variation or site instruction;
- (i) **Services** means any labour performed and/or works provided by Reozone under the contract (whether or not a fee is charged for such labour and/or services), including but not limited to estimating, scheduling, re-scheduling, detailing, prefabrication, project management, steel fixing and administrative services;
- (j) **Writing** means hard copy, signed by a person authorised in writing, or electronic, transmitted by a person authorised in writing.

2. QUANTITIES

- 2.1 Generally, the steel mass of the steel reinforcing Goods supplied will be within the tolerances permitted by Australian Standards AS/NZS4671, AS3600, AS5100, AS2870, AS2327 and AS/NZS1100.
- 2.2 When calculating the mass of steel reinforcing Goods, Reozone will make calculations on a per metre basis in accordance with AS/NZS4641. Reozone will make an allowance for manufacturing tolerances onto the calculated nominal mass to cover rolling variations and other costs.
- 2.3 Calculations with respect to the length of steel reinforcing will be made in accordance with AS/NZS1100 Part 501.
- 2.4 Unless the Quotation states that the price is a lump sum, the price in the Quotation is based on estimated quantities of Goods and Services as applicable. Estimated quantities are to be used as a guide only for budgeting purposes. Unless the price is a lump sum, the Purchaser is liable to pay for the actual quantity of Goods and the quantum of the Services necessary for Reozone to perform its obligations. Other than a lump sum price, any adjustment in the actual price compared to the quoted price will reflect the increase or decrease of the Goods and/or Works actually supplied or provided.
- 2.5 Guaranteed tonnages provided by PT contractors are not the responsibility of Reozone. It is the clients' duty of care to conduct their own QS allowance for the project. The determination of all inclusions and exclusions from the PT contractors guaranteed tonnage is the responsibility of the client. Final sign off by the structural engineer on each level voids Reozone from any quantity investigation during or at the end of the project.

3. QUOTATIONS AND PRICING

- 3.1 Reozone may at any time and at its absolute discretion accept or reject in whole or in part any request from the Purchaser for a Quotation.
- 3.2 A Quotation is valid for a period of 30 days from the date of the Quotation, unless Reozone specifies otherwise in writing. Any Quotation may be

withdrawn earlier in writing from Reozone at its absolute discretion.

- 3.3 Reozone reserves the right to withdraw, change or re-submit a Quotation if supply of the quoted Goods and/or Services does not start within 30 days after the date of the quotation.
- 3.4 Reozone reserves the right to change the pricing in the Contract for the whole or any part of the Contract if;
 - (a) supply of the quoted Goods and/or Services does not start within 30 days after the date of the written order acknowledgement.
 - (b) supply under the Contract is stopped or suspended for more than 30 days; or
 - (c) supply under the Contract is changed in any way before, during or after commencement of supply, including but not limited to re-design of the project, the start date of the supply, the completion date of supply and the agreed rate of supply of Goods and/or Services; or
 - (d) supply under the Contract has not been completed within 6 months of the date of the Quotation.
- 3.5 The price quoted is subject to the Purchaser ordering the whole quantity of the Goods and/or Services described in the Quotation. If the Purchaser orders less than the whole quantity of Goods and/or Services specified in the Quotation, then Reozone reserves the right to revise the pricing for such Goods and/or Services.
- 3.6 Unless otherwise agreed in writing, the price charged for the Goods and/or Services is the price applying at the date of dispatch. Any price indications or price lists are subject to alteration in accordance with these Terms and Conditions.

- 3.7 All amounts shown in Reozone quotations and invoices may be rounded up or down to the nearest multiple of 10 cents.

4. THE CONTRACT

- 4.1 Any order or offer to purchase Goods and/or Services can be made by the Purchaser in writing or verbally.
- 4.2 A contract for the supply of goods is made when the purchaser communicates either by writing or conduct to the supplier its acceptance of a written quotation.
- 4.3 An order or offer made either in writing or conduct by the Purchaser does not constitute a binding contract until Reozone has accepted such order or offer in accordance with these Terms and Conditions.
- 4.4 An order or offer made either in writing or conduct by the Purchaser is accepted by Reozone only if Reozone:
 - (a) formally accepts the order by written acknowledgement; or
 - (b) delivers the ordered Goods and/or Works described in the order or offer, whichever occurs first.
- 4.5 Reozone may at any time and at its absolute discretion accept or reject part or all of any order or offer made by the Purchaser.
- 4.6 The Purchaser is not entitled to cancel or change part or all of any order or offer accepted by Reozone, unless Reozone approves in writing.
- 4.7 The Contract, when created, is wholly documented by (in descending order of precedence):
 - (a) any specific terms agreed by the parties in accordance with clause 5;
 - (b) the Quotation (if applicable);
 - (c) these Terms and Conditions;
 - (d) the relevant Working Documents;
 - (e) the applicable Delivery Offer;
 - (f) the credit terms applying to the Purchaser (if applicable).
- 4.8 Previous dealings between Reozone and the Purchaser have no effect on the Contract.

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- 4.9 Trade custom/usage is superseded by the Contract and is not applicable in interpretation of the Contract.
- 4.10 The Contract constitutes the entire agreement between Reozone and the Purchaser with respect to the Goods supplied or Services provided under the Contract and all prior negotiations, proposals and correspondence are superseded by that Contract.
- 4.11 Unless agreed otherwise in writing, Reozone may, by written notice, terminate the contract 6 months after the date of first delivery of the Goods and/or Services.
- 5. ESCALATION AND PRICE VARIATION**
- 5.1 In addition to its rights in clause 3 or any rights under the Contract, Reozone may increase or decrease the Contract price of Goods and/or Services during the term of the Contract where it incurs an increase or decrease in its costs (including any transaction or other taxes) of supplying the Goods and/or Services.
- 5.2 No variation of the Contract is effective unless it is agreed to by both parties in writing.
- 6. CHARGE**
- 6.1 I/We declare that in consideration of Reozone having agreed to or agreeing to sell goods or to extend credit to the purchaser(s), the purchaser(s) jointly and severally charge (as beneficial owner(s)) all freehold and leasehold interest in land and in any assets that the purchaser(s) now or during the course of the agreement acquire. The purchaser(s) consent to Reozone lodging a caveat or caveats noting its interest pursuant to such charge. **I/We declare that in consideration of Reozone having agreed to or agreeing to sell goods or to extend credit to the purchaser(s) and/or the guarantor(s), the guarantor(s) jointly and severally charge (as beneficial owner(s)) all freehold and leasehold interest in land and in any assets that the guarantor(s) now or during the course of the agreement acquire. The guarantor(s) consent to Reozone lodging a caveat or caveats noting its interest pursuant to such charge.**
- 6.2 I/We, the guarantor(s) agree to indemnify the company and keep it indemnified from and against all losses, damages, costs, charges and expenses of any kind which the company may incur because of or arising out of the failure by the purchaser to pay any monies which are due and payable to the company or because in or before any liquidation, bankruptcy or insolvency of the purchaser an amount is paid to the company which it is subsequently obliged to pay out on the ground that payment of the amount to it was preference
- 6.3 The guarantor(s) and the purchaser(s) jointly and/or severally:
- (a) agree to deliver to Reozone within seven (7) days of written demand a Memorandum of Mortgage in registered form and that any amounts due and payable under this clause, including any debts owed by the purchaser(s) to Reozone, is payable on demand incorporating the covenants contained in Memorandum No Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the guarantor(s) and/or the purchaser(s) has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
- (b) authorise and consent to Reozone taking all actions necessary to give effect to this security including lodgement of a Caveat upon Title of the guarantor(s) and/or the purchaser(s) real property. The guarantor(s) and the purchaser(s) hereby irrevocably appoints Reozone and any person nominated by Reozone severally the Attorney of the guarantor(s) and the purchaser(s) with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
- 6.4 If the purchaser(s) is it liquidation or bankrupt, the guarantor(s) is/are not entitled to prove in the liquidation or bankruptcy in competition with the company to diminish and dividend or payment which but for the guarantor(s) proof the company would be entitled to receive in the liquidation or bankruptcy or to assert any right of subrogation or indemnity in respect of any monies paid by the guarantor to the company hereunder until the company has actually received 100 per cent in the dollar in respect of all monies due.
- 6.5 In addition to this charge the guarantor(s) guarantee debts of the purchaser(s) and charge his/hers/its property in payment of the purchaser(s) unpaid tax invoices issued by Reozone.
- 7. WARRANTIES AND LIMITATION OF LIABILITY**
- 7.1 To the extent permitted by law, all implied conditions and warranties are excluded. To the extent that any implied conditions and warranties cannot be excluded, the Purchaser's sole and exclusive remedy for any loss or damage (whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury to the Purchaser or any other person) however arising (including by reason of any breach of contract, condition or warranty in the Contract (whether express or implied)) is, where permitted at law, limited to any one of the following, as determined by Reozone:
- (a) in the case of any Goods supplied by Reozone pursuant to the Contract:
- (i) the replacement of the relevant Goods or supply of equivalent Goods; or
- (ii) the repair of the Goods; or
- (iii) after prior agreement either in writing or verbally between Reozone and the Purchaser, payment of the cost of replacing or repairing or having the Goods replaced or repaired; or
- (iv) reimbursement of some or all amounts paid by the Purchaser in respect of the Goods.
- (b) in the case of any Services supplied by Reozone pursuant to the Contract:
- (i) the provision of the Services again; or
- (ii) payment of the cost of having the relevant Services provided again; or
- (iii) reimbursement of some or all amounts paid by the Purchaser in respect of the Services.
- 7.2 Goods which are not manufactured by Reozone are subject solely to the warranties (if any) specified by the manufacturers or the third-party suppliers to Reozone, and the Purchaser acknowledges that, to the extent permitted by law, Reozone gives no warranties beyond such manufacturers' or suppliers' warranties.
- 7.3 The Purchaser acknowledges that Reozone makes no representations or warranties as to the fitness or suitability for any purpose of any of the Goods or Works described in the Quotation or Contract.
- 7.4 Except as required by law, Reozone is not obliged to accept Goods returned for any reason.
- 7.5 Reozone is not liable for the design, lifting and/or positioning of any pre-fabricated elements at the Purchaser's site, including but not limited to manually tied and/or welded components.
- 7.6 Subject to clause 7.1 and Part VA of the *Trade Practices Act 1974 (Cth)*, Reozone is not liable to the Purchaser for any loss or damage, whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligent or reckless conduct or omission) which the Purchaser or any other person may suffer or incur and which may, without limiting the generality of the foregoing, arise directly or indirectly in respect of the Goods and/or Services, any defects in the Goods and/or Services or in respect of any failure or omission by Reozone or any of its officers, agents or employees to comply with the Contract or any obligation imposed by law.
- 8. INVOICING AND PAYMENT**
- 8.1 Where the Purchaser has an established and approved commercial credit account with Reozone (within the meaning of the *Corporations Act 2001*), the Purchaser must comply with the terms and conditions of that commercial credit account. Reozone reserves the right to charge an administration fee as



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determined from time to time to cover credit card merchant fees and Reozone's associated overhead charges.

- 8.2 If the Purchaser has a commercial credit account with Reozone then, unless otherwise agreed in writing:
- (a) Reozone may issue invoices for Goods and Services either:
 - (i) on dispatch/completion of such Goods and/or Services; or
 - (ii) when such Goods and/or Services are delivered; or
 - (iii) when such Goods and/or Services are deemed delivered in accordance with clause 12; and
 - (b) the Purchaser must pay all invoices in full and without set-off by the last business day of the month following the month in which the invoice was issued.
- 8.3 If the Purchaser does not have a commercial credit account with Reozone then the Purchaser must pay Reozone for the Goods and/or Services at the time it places an order for such Goods and/or Services with Reozone.
- 8.4 Reozone reserves the right to charge additional administration fees (such as commercial credit account keeping fees) as determined from time to time.
- 8.5 If Reozone delivers only part of an order, then it may invoice, and the Purchaser must pay for, that part of the Goods and/or Services delivered or completed, unless otherwise agreed in writing between the parties.
- 8.6 The Purchaser is not entitled to, and must not demand or hold, any sum on account of retention for completion of the Contract to be performed by Reozone or against any pending or unsecured claim against Reozone. If the Purchaser withholds any money as retention money, Reozone reserves the right to withhold further supply under the Contract or any other contract between Reozone and the Purchaser.

9. DEFAULT AND TERMINATION

- 9.1 If:
- (a) the Purchaser refuses or fails to pay any amounts when due under the Contract; or
 - (b) the Purchaser defaults in performing any of its obligations under the Contract; or
 - (c) in Reozone's reasonable opinion, the Purchaser is insolvent or suffering from financial issues including but not limited to, if the Purchaser is an individual, the Purchaser commits an act of bankruptcy, or, if the Purchaser is a company, it becomes an externally-administered body corporate within the meaning of section 9 of the *Corporations Act 2001 (Cth)* or passes a resolution to wind up; or
 - (d) the Purchaser is in breach of contract, then, in addition to and without prejudice to any other rights it has by law, Reozone:
 - (e) is entitled to treat the whole of the Contract as repudiated;
 - (f) may refuse to supply the Goods or provide the Services to the Purchaser;
 - (g) is entitled to treat any other contract between Reozone and the Purchaser as repudiated; and
 - (h) is entitled to claim return of any Goods in the possession of the Purchaser where title has not passed to the Purchaser.
- 9.2 The Purchaser is not entitled to terminate, suspend or cancel part or all of the Contract for any reason (including for convenience) except if Reozone has failed to remedy its breach of the Contract within a reasonable period after the Purchaser gives it written notice of such breach. If the Purchaser purports to wrongly terminate or rescind part or all of the Contract or refuses to take delivery of any Goods delivered in accordance with the Contract, Reozone may recover from the Purchaser the total amount of the order placed on Reozone, less any amounts already paid by the Purchaser.

10. MONEY OWING

- 10.1 A statement in writing as to any amount owing under the Contract by the Purchaser on the date mentioned in such statement is prima facie evidence that such amount is owing.

11. TAX

- 11.1 Unless otherwise agreed in writing or required by law, all amounts stated in a Quotation or payable under the Contract are calculated or expressed exclusive of GST. If GST is payable, the amount of GST will be specified separately in the relevant documentation.
- 11.2 If GST is or becomes payable by a supplier in relation to a supply under the Contract, the recipient of that supply must pay to that supplier an amount equal to the GST. An amount payable under this clause 11 must be paid:
- (a) at the same time as the payment of the amount in respect of that supply is due; and
 - (b) in addition to the amount payable under the Contract.
- 11.3 The Purchaser is not obliged to pay any GST unless a valid tax invoice has been issued.
- 11.4 If the Purchaser fails to pay such GST when due, Reozone may recover it from the Purchaser as a debt under the Contract.
- 11.5 Any party that becomes aware of the occurrence of any adjustment event in connection with the Contract must notify the other party as soon as possible. The parties must then take whatever steps are necessary and make whatever adjustments are required to ensure that any additional GST, or refund of GST, on that supply is paid no later than 20 business days after the parties first become aware of the adjustment event.
- 11.6 For the purposes of this clause 11, terms used in this clause 11 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meaning given to them in that Act.

12. DELIVERY

- 12.1 Reozone will deliver the Goods to the Purchaser as follows:
- (a) Reozone reserves the right to arrange transport by any means in its absolute discretion.
 - (b) delivery will be made within the Sydney metropolitan area during the normal Working hours of 6.30am – 5pm weekdays or as agreed to in writing or verbally by Reozone to a location agreed by both parties.
 - (c) Reozone or its transport contractor will deliver the goods to the requested delivery location as requested by the Purchaser, however, if in the opinion of Reozone or its transport contractor that the Goods cannot be delivered to the requested location, Reozone or its transport contractor will deliver the Goods to the Drop Location being a location as close as they can deliver to the requested location. The good will be delivered to the Drop Location only if, it is safe or prudent to do so in the opinion of Reozone or its transport contractor. Once delivery occurs, the risk in the Goods passes to the Purchase when the delivery vehicle arrives at the drop location;
 - (d) the unloading of goods at the Drop Location is the purchaser's responsibility at its own cost and risk but the supplier or its transport contractor may, without liability to Reozone, unload the Goods at the Drop Location if the purchaser requests the supplier to do so or is absent from the Drop Location at the time the supplier or its transport contractor wishes to unload and the purchaser releases and forever discharges Reozone and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Location.
 - (e) where the purchaser attends Reozone's premises to acquire Goods, Reozone may in its discretion:
 - (i) 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
 - (ii) deliver the Goods by setting them down alongside 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 alongside 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.



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- 12.2 Where Reozone 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;
- release's Reozone from any claim the Purchaser may at any time have had against Reozone but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by Reozone or its transport contractor of Goods to such premises; and
 - indemnifies and holds Reozone harmless from and against any loss, damage or liability suffered or incurred by Reozone in respect of damages occasioned to the third party's premises or injury to persons arising out of the delivery by Reozone 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 Reozone does not arise out of the negligence or carelessness of Reozone or its transport contractor.
- 12.3 A statement on an invoice or delivery docket given to the Purchaser by Reozone as to the quantity, description, date and place of delivery of Goods will, as between Reozone and the Purchaser, be a conclusive statement and will bind the parties for all purposes.
- 12.4 If the Purchaser does not advise Reozone in writing of any fault, damage or defect in Goods or Services or failure of Goods or Services to comply with the terms of a contract made pursuant to these Conditions within 48 hours of delivery:
- the Purchaser is deemed to have accepted the Goods and Services and is deemed to agree that the Goods or Services are not faulty, damaged or defective and comply with a contract made pursuant to these terms and Conditions; and,
 - the Purchaser releases and discharges Reozone from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Goods or Services or any failure of the Goods or Services to comply with a contract made pursuant to these Conditions.
- 12.5 If the Purchaser advises Reozone in writing of a fault, damage or defect in Goods or Services or a failure of Goods or Services to comply with the terms of a contract made pursuant to these Conditions within 48 hours of delivery then Reozone will, if in its opinion the Purchaser's advice is reasonable and the Purchaser has not used the Goods, replace or rectify the Goods or Services that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and Reozone will have no additional liability to the Purchaser.
- 12.6 Goods are not damaged or defective by reason only of the presence of rust, mill scale or rolling seams except as provided for in AS3600.
- 12.7 Unless otherwise agreed by Reozone and the Purchaser in writing, Reozone will bundle or package Goods the subject of an order in its discretion and the Purchaser releases and forever discharges Reozone from any liability or claim arising out of such bundling or packaging by Reozone.
- 12.8 Reozone will not be liable for any loss incurred as a result of delay or failure to make any supply of Goods or Services to observe any of these Conditions due to an event of force majeure, being any cause or circumstance beyond Reozone's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lockouts, 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 or force majeure Reozone's obligations under these Conditions will be suspended.
- 13. RISK**
- 13.1 Risk in the Goods passes to the Purchaser on:
- delivery of the Goods to the Purchaser; or
 - deemed delivery of the Goods to the Purchaser in accordance with clause 12, whichever occurs first.
- 13.2 Reozone will not be responsible for any claim from the Purchaser arising from or in any way relating to the unloading of the Goods.
- 13.3 If Reozone's officers, agents or employees enter upon any property at the actual or implied request of the Purchaser, Reozone accepts no responsibility for any damage suffered by the Purchaser or the Purchaser's officers, agents or employees or to the Purchaser's property as a result of or in connection with Reozone's officers, agents or employees entering such property.
- 13.4 If a vehicle engaged in the delivery of Goods to the Purchaser's property is disabled or damaged due to the condition of the Purchaser's property, the Purchaser is liable for the cost of salvage of or repair to the vehicle. The Purchaser indemnifies Reozone and keeps Reozone indemnified against any loss or damage suffered by Reozone or as a consequence of Reozone becoming liable to any third party directly or indirectly as a result of Reozone's officers, agents or employees entering any property at the actual or the implied request of the Purchaser or unloading the Goods.
- 14. LEGAL TITLE AND RELATED MATTERS**
- 14.1 The legal and equitable title to the Goods will only be transferred from Reozone to the Purchaser when the Purchaser has met and paid all that is owed to Reozone on any account whatsoever.
- 14.2 The Purchaser acknowledges that until the Purchaser has met and paid all that is owed to Reozone on any account whatsoever, the Purchaser holds the Goods as bailee for Reozone and that a fiduciary relationship exists between the Purchaser and Reozone.
- 14.3 Until Reozone receives full payment of all monies due to it from the Purchaser, the Purchaser must keep the Goods separate and in good condition as a fiduciary of Reozone, clearly showing Reozone's ownership of the Goods, and must keep books recording Reozone's ownership of the Goods and the Purchaser's sale or otherwise of them in accordance with clauses 14.5 and 14.6. The Purchaser, if required, must deliver up the Goods to Reozone.
- 14.4 If the Purchaser defaults, in addition to Reozone's rights under clause 9, Reozone may take possession of the Goods wherever the Goods are located and the Purchaser agrees that representatives of Reozone may enter upon the Purchaser's premises for that purpose.
- 14.5 Despite clause 14.1 but subject to clause 15, the Purchaser may sell as fiduciary agent for Reozone the Goods to a third party in the normal course of the Purchaser's business provided that where the Purchaser is paid by that third party, the Purchaser holds the proceeds of sale, to the extent of the amount owing by the Purchaser to Reozone at the time of receipt of such proceeds, on trust for Reozone. The Purchaser must keep those proceeds separate on trust for Reozone and not mix those proceeds with any other monies.
- 14.6 If the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser holds such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for Reozone. Such part is deemed to equal in dollar terms the amount owing by the Purchaser to Reozone at the time of the receipt of such proceeds. The Purchaser must keep that part of the proceeds separate on trust for Reozone and not mix those proceeds with any other monies. Notwithstanding the above, the Purchaser is still required to pay Reozone for Goods already delivered and for Goods manufactured or ordered to specification and not yet delivered.
- 15. RESALE**
- 15.1 The Purchaser agrees that it will not re-supply the Goods supplied to it by Reozone without Reozone's prior written consent, which Reozone may withhold at its absolute discretion.
- 16. FORCE MAJEURE**
- 16.1 If Reozone is prevented (directly or indirectly) from supplying the Goods or providing the Works or any part thereof by reason of acts of God, strikes, lockouts, trade disputes, fire, floods, breakdowns, delay in the manufacture of the Goods for any reason whatsoever, interruption of transport, government action, non-delivery of raw material or products, refusal or failure of Reozone's own suppliers to deliver to Reozone any Goods or components of Goods, or



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any other cause whatsoever outside its control (whether or not of a like nature to those specified above), Reozone is under no liability whatsoever to the Purchaser and is entitled, at its discretion, to give notice to the Purchaser, either to cancel the Contract or to extend the time for its performance.

17. SHORTAGES, DEFECTS, FAILURE OF, OR DELAY IN, SUPPLY

17.1 The Purchaser hereby agrees to check all Goods received immediately upon unloading at their destination and all Services immediately upon completion. No claim by the Purchaser for shortages or improper or defective or damaged Goods, or defective or improper Works/Services will be recognised by Reozone unless notified to Reozone within forty-eight (48) hours of delivery or performance.

17.2 Reozone will endeavour to rectify inaccuracies or short supply within forty-eight (48) hours of notification, but will not be responsible for any loss or damage (including consequential loss) however caused arising out of or resulting from such inaccuracies or short supply.

17.3 If, due to any cause whatsoever, Reozone is unable to supply any part of the Contract by the nominated delivery date or at all, it is entitled, at its option:

- (a) to supply to the Purchaser similar Goods and/or Services which in the opinion of Reozone are an appropriate substitute without prior reference to the Purchaser; or
- (b) not to supply part or all of the Goods and/or Services; or
- (c) delay supply of part or all of the Goods and/or Services,

18. DISPUTE RESOLUTION

18.1 If there is a dispute or disagreement between Reozone and the Purchaser arising in any way from or in relation to the Contract, then Reozone and the Purchaser must use all reasonable endeavours and reasonably appropriate alternative dispute resolution procedures as soon as possible before resorting to litigation.

18.2 Nothing in this clause 18 prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in informal resolution processes for longer than 30 days after a dispute has arisen.

19. CONFIDENTIALITY

19.1 Reozone and the Purchaser agree that a Contract and any other information furnished by one party to the other pursuant to the Contract is and remains confidential between the parties and the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:

- (a) prior approval in writing has been obtained from the other party;
- (b) disclosure is required by law or;
- (c) the information is in the public domain prior to the disclosure by the party.

19.2 The expression "any third party" does not include the financial or legal advisers of a party or a related body corporate of a party.

20. EXTRAS

20.1 Unless noted in the Quotation, the price quoted does not include items such as: tie wire; bar chairs; threading and/or screwing; saw cutting; mechanical splices; welding of any nature; blacksmithing; press work; butt welding; assembly of goods; supply and location of lifting hooks, slings and cradles; supply of bars exceeding lengths of ten metres or exceeding diameter of 36mm; delivery of oversized loads or provision of vehicle escorts; brickwork reinforcing and holding down bolts; galvanizing; on-site scheduling; product containers; steel fixing; on-site accommodation; provision of traffic control; or such other items as specified in the Quotation as being excluded.

20.2 Where the Quotation states that prefabricated elements, such as reinforcing elements or cages, manufactured items and steel fixing are included, unless expressly stated otherwise the quoted price does not include the cost of or associated with lifting or lowering to position on site; site scaffolding; supply and welding of lifting points; or site welding.

20.3 The Purchaser is responsible for the design and location of any required lifting and/or support items at the Purchaser's site.

21. WORKS

21.1 Unless expressly stated in a Quotation, the prices, fees or rates quoted do not include any Services.

21.2 Reozone reserves the right to charge for any or all Works.

21.3 Where Reozone has agreed to provide Works, the Purchaser must pay Reozone's fees for such Works, if applicable, when such Works have been performed.

21.4 Reozone will use all reasonable endeavours to perform Works in a competent, proper and workmanlike manner and exercising a reasonable standard of skill and diligence, but is not liable for any inaccuracy, error or omission arising from performance of the Works.

21.5 Where a Quotation expressly includes steelfixing and/or prefabrication as part of the Works, the Purchaser must give Reozone 14 (fourteen) days notice to arrange such steelfixing and/or prefabrication and meet associated health and safety requirements.

22. WORKING DOCUMENTS

22.1 Reozone accepts no responsibility for the correctness of Working Documents prepared by the Purchaser or a third party.

22.2 Unless otherwise agreed, the Purchaser must deliver all Working Documents without charge to Reozone prior to commencement of the

22.3 Goods/Services provided.

22.4 Where the Purchaser submits electronic copies of Working Documents to Reozone, then Reozone reserves the right to charge for the printing costs associated with those Working Documents.

22.5 Should errors occur as a result of Working Documents prepared by the Purchaser or a third party, the Purchaser is liable for the cost of rectification.

22.6 All Working Documents will remain in the custody and control of Reozone.

22.7 A Quotation does not include any fee for design, detailing, scheduling or re-scheduling of Working Documents to be prepared by Reozone unless stated in the Quotation. The Purchaser must pay Reozone's fees for such services, if applicable, when such Working Documents are prepared.

22.8 Reozone will provide only two copies of material processing supply schedules and associated installation location plans.

22.9 Reozone reserves the right to schedule distribution steel as detailed in the Working Documents or as otherwise agreed in writing.

22.10 Unless authorised in writing, neither the Purchaser nor any third party is authorised to reproduce, adapt or use in any manner whether part or whole any Working Documents prepared by Reozone. Any unauthorised reproduction, adaptation or use may be, among other things, a breach of copyright and actionable by Reozone.

22.11 The Purchaser indemnifies Reozone against all claims and all costs, liabilities and expenses incurred by Reozone as a result of or related to:

22.12 Any inaccuracy, omission or error in the Working Documents prepared by the Purchaser or a third party; or

22.13 Working Documents, or any other documents provided by the Purchaser to Reozone for the purposes of or in the course of the supply of Goods or performance of Works, breaching a third party's intellectual property rights. and this clause 22.10 survives termination or expiry of the Contract.