



Australia Pty Ltd

A.B.N. 52 219 635 803

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ACCOUNT APPLICATION FORM

COMPANY DETAILS

Registered Business Name _____

Company Name /Trading As _____

Australian Business Number _____

Type of Entity: ☐ Sole Trader ☐ Partnership ☐ Private Company ☐ Individual ☐ Other _____ (type)

Delivery Address (for goods or services):

_____ STATE _____ POSTCODE _____

Postal Address (for mailing of invoice/statement):

_____ STATE _____ POSTCODE _____

Director(s) /Owner(s):

A. Name: _____ Drivers Licence number _____ State _____

Address: _____ STATE _____ POSTCODE _____ PHONE NO _____

B. Name: _____ Drivers Licence number _____ State _____

Address: _____ STATE _____ POSTCODE _____ PHONE NO _____

Sales Contact:

Name: _____

Phone: () _____ Facsimile: () _____ Email: _____

Please state nature of industry/business _____

Credit Required/amount of monthly credit required _____

Name of Bank where Applicant's business account held _____ Suburb & State _____

Please state product range you are interested in purchasing:

Trade References:

A. Business Name: _____

Contact Name: _____

Phone: () _____ Facsimile: () _____

B. Business Name: _____

Contact Name: _____

Phone: () _____ Facsimile: () _____

Payment means:

Cheque ☐

EFT ☐

Credit Card ☐

☐ Visa

☐ Bankcard

☐ American Express

☐ Mastercard

☐ Diners

I/We the undersigned hereby acknowledge that all purchases from TDJ Australia Pty Ltd will be made pursuant to the Agreement, Personal Guarantee & Indemnity and the Terms & Conditions attached to this Application form which exclude and supersede any prior arrangements or any representation, warranty, assurance or undertaking given for or on behalf of TDJ Australia Pty Ltd unless expressly accepted by an authorised office of TDJ Australia Pty Ltd in writing.

Signed: _____ **Print Name:** _____ **Date:** ____/____/____

I certify that I am authorised to sign this application for and on behalf of all directors/partners owners of the Applicant in my capacity as _____ (Position Held).

AGREEMENT

1. This Agreement is deemed to be made at Melbourne upon the acceptance of this application by TDJ Australia Pty Ltd.

2. The Applicant:
 - a. warrants that all information provided in this customer account application is correct;
 - b. acknowledges that receipt of TDJ Australia Pty Ltd's General Terms and Conditions and agrees that the goods will be supplied by TDJ Australia Pty Ltd on those Terms and Conditions;
 - c. agrees that no change to the structure, status or partnership (if applicable) of the Applicant will affect the liability of the Applicant named in this application or any guarantor of any credit granted pursuant to this application until a fresh application is made in the name of the Applicant as restructured or changed is received and approved by TDJ Australia Pty Ltd.
3. The individuals acknowledge that under section 18E(8)(c) of the Privacy Act ("Act"), TDJ Australia Pty Ltd is allowed to give a credit reporting agency personal information about the account application. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
 - a. identification particulars, eg name, date and place of birth, address, and drivers licence number;
 - b. the fact of the application for credit and the amount;
 - c. the fact that TDJ Australia Pty Ltd is a current provider of credit to the Applicant;
 - d. payments which become overdue for more than 60 days and for which collection has commenced;
 - e. advice that payments are no longer overdue;
 - f. cheques drawn by the Applicant which have been dishonoured more than once;
 - g. in specified circumstances that in the opinion of TDJ Australia Pty Ltd the Applicant has committed a serious credit infringement;
 - h. that credit provided to the Applicant by TDJ Australia Pty Ltd has been paid or otherwise discharged.
4. The individuals agree that TDJ Australia Pty Ltd may, if it considers relevant for the purpose, obtain from a credit reporting agency or any trade references or other credit references at any time now or in the future credit reports containing personal credit information about the individuals:
 - a. to assist assessment of the individuals application for commercial credit;
 - b. to assist in collection of overdue payments;
 - c. to assess whether to accept the individuals as guarantors for credit applied for or provided to the applicant. The individuals agree that if TDJ Australia Pty Ltd approves the Applicant's application for credit this Agreement remains in force until the credit facility covered by the applicant's application ceases.
5. The individuals agree that TDJ Australia Pty Ltd may, for the purposes of this application and for assessing continuing credit worthiness during the continuance of credit provision, give to or seek from credit providers named in this application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the individual's credit arrangement. The individuals understand that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Act. The individuals understand that the information may be used to assess any application by them for credit; to notify other credit providers for defaults by them; to exchange information with other credit providers as to the status of the account where they are in default with other credit providers, and to assess their credit worthiness, whether now or in the future.
6. If the application is an application for consumer credit, then the individuals agree that TDJ Australia Pty Ltd considers it relevant to assess their credit application for personal credit, TDJ Australia Pty Ltd may obtain a report about their commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness of persons.
7. I/we acknowledge TDJ Australia Pty Ltd reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable and all goods on approval must be returned to TDJ Australia Pty Ltd and I/we agree that in the event of a default of payment of my/our debts that TDJ Australia Pty Ltd may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
8. I/we acknowledge that if approved this account shall have a monetary limit and TDJ Australia Pty Ltd may request payment when the limit is reached or exceeded.
9. I/we understand that personal guarantees are required.
10. All quotations made by TDJ Australia Pty Ltd shall be effective for a period of 30 days from the making thereof and shall not be construed as an offer or obligation to sell or supply in accordance with the quotation. TDJ Australia Pty Ltd reserves the right to accept or reject at its discretion any offer to purchase received by it. Only the written acceptance by TDJ Australia Pty Ltd of the customer's offer shall constitute a contract.
11. Placement of an order either orally or in writing based on a quotation shall imply acceptance of TDJ Australia Pty Ltd's offer and of these conditions of agreement.
12. All prices are based on current material, labour, transport and exchange rates, costs, duty and local taxes and are subject to rise and fall as a result of change in any of the above conditions.
13. These conditions may be altered only by TDJ Australia Pty Ltd. Such alterations must be in writing and signed by the duly authorised management and no other employee.

GENERAL TERMS AND CONDITIONS

1. Acceptance of Customer's Order

- a) These terms and conditions as well as any Customer Credit Application with attached Agreement and Personal Guarantee & Indemnity executed by or on behalf of the Customer apply to every sale contract between the Supplier and the Customer and by the Supplier to the Customer and any terms and conditions of the Customer's order and or any other terms whether oral or in writing which may deviate from or are inconsistent with these terms and

conditions are expressly excluded, obviated and rejected by the Supplier. This exclusion and rejection includes and statement by the Customer that the Customer's terms and conditions shall prevail notwithstanding stipulation by the Customer regarding the manner of declaring such rejection.

A contract is only concluded between the Supplier and Customer for the supply of goods when the order has been accepted by the Supplier. The terms of this Clause apply to every quotation or offer by the Supplier for the supply of goods. In the event that the Supplier accepts an order, such order remains subject to the availability of goods orders, and the Supplier shall be entitled to satisfy an order only in part or at a later time in accordance with the availability of the goods ordered, and no liability shall be taken by the Supplier in respect of any unavailability of any goods ordered at any time and from time to time.

The Customer shall make order in writing. In the event that the Customer attempts to make a verbal order, where the Supplier, in its sole and unfettered discretion, elects to satisfy such order the Supplier may by facsimile transmission or email confirm such order with the Customer, and immediately after sending such facsimile transmission or email shall be entitled to satisfy such order on the terms and conditions of the order as confirmed by the Supplier. The terms and conditions of any confirmation of order sent by the Supplier in accordance with this clause shall be conclusive evidence of the terms and conditions of the order, and any alleged term or condition which is inconsistent with such terms and conditions whether oral or in writing shall be void.

2. Price

All prices are 'ex-warehouse' and do not include insurance or delivery charges and the Supplier may invoice the goods sold at the Supplier's price relevant to the goods ordered at the date of delivery of each order. Where the Supplier publishes or discloses a price list, this list is an invitation to treat only and the Supplier reserves the right to accept or reject in its absolute unfettered discretion and orders which may be received by it.

Any price list issued by the Supplier is subject to alteration at any time without notice, save that in the event that a Customer orders goods pursuant to a price list and in respect of such goods the Supplier is no longer willing or able, in its sole and unfettered discretion, to supply such goods at the price appearing in the price list, the Supplier shall notify the Customer that the price listed in the price list in respect of the goods ordered by the Customer is no longer applicable and the supply of the goods shall be subject to agreement at that time as to price between the Supplier and the Customer.

All prices are exclusive of any tax levied on the supply of goods by the 'A New Tax System (Goods and Services Tax)' Act 1999 (Cth) and any related or ancillary legislation or regulations ("GST"). The Customer shall pay to the Supplier such amount as is equal to the GST payable by the Supplier in respect of any supply of goods by the Supplier to the Customer ("GST Amount") in addition to any consideration (excluding GST) that is payable for such supply. The Customer must pay the GST Amount to the Supplier in accordance with the terms and conditions applying to the payment of the consideration for the supply of goods by the Supplier to the Customer. If the Supplier is not entitled to an input tax credit for a taxable supply which is purchased by the Supplier in order to satisfy an order made by the Customer, then the Supplier may increase the price in respect of such order by the GST paid by the Supplier in respect of that taxable supply.

3. Property & Risk

The Customer acknowledges that this constitutes a security agreement for the purposes of the **Personal Properties and Securities Act 2009 (PPSA)** and that a security interest exists in all goods supplied to the Customer (and their proceeds).

The risk in the goods sold pass to the Customer when all or part of the goods are loaded for consignment at the Supplier's warehouse whether by carrier employed or engaged by the Supplier or the Customers. Notwithstanding anything containing herein, property in and legal title to the goods does not pass to the Customer until payment for all debts owing to the Supplier by the Customer has been received by the Supplier. Until such payment has been received by the Supplier, the Customer will store the goods separately and apart from its own goods and those of any other person or company. The Customer may re-sell any of the goods on normal commercial terms before the Supplier is paid in full provided that:-

- i) The Customer re-sells as principal and has no right to commit the Supplier to any contractual relationship or liability to any third party;
- ii) Subject to 3(b)(i), as between the Supplier and Customer, the Customer re-sells as trustee, fiduciary agent and the bailee of the Supplier;
- iii) The Customer holds the rights in respect of the re-sale proceeds on behalf of and as trustee for the Supplier and on request of the Supplier, will assign any claim against any such third party for any unpaid debt and for this purpose the Customer irrevocably appoints the directors of the Supplier for the time being as joint and several attorneys of the Customer to sign any documents to give effect to such assignment; and
- iv) The Customer holds the proceeds of any re-sale or insurance claim on trust for the Supplier until the Supplier has been paid in full for those goods which are subject to re-sale or insured loss, save that in the event any re-sale proceeds which the Supplier is able to recover in accordance with Clause 3(b)(iii) are less than the amount owing by the Customer to the Supplier in respect of the goods to which such re-sale proceeds pertain, the Customer or its successors shall be liable to account to the Supplier for the balance as a debt owing to the Supplier by the Customer to that maximum degree permitted by the law.

Until payment of all debts owing to the Supplier by the Customer, the Supplier may, at its discretion, without further notice and without prejudice to any other of its rights, including rights arising under Chapter 4 of the PPSA, re-take possession of the goods and re-sell them or any of them and may enter upon any of the Customer's premises by its servants or agents, for that purpose, without the liability on the part of the Supplier for any loss or damage suffered as a consequence of such entry or re-taking of possession and the Customer hereby agrees to provide the Supplier with an irrevocable license to so enter any premises occupied by the Customer if:

- i) There is a breach of any term of any contract between the Supplier and the Customer; or
- ii) The Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
- iii) The Customer commences to be wound up or is placed in liquidation, under official management or a receiver or a receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or an agent, takes or purports to take possession of the Customer's undertaking or property or any part thereof; or
- iv) The Customer parts with possession of the goods or any of them otherwise than by way of sale in the ordinary course of its business.

These provisions apply despite any arrangement under which the Supplier provides credit to the Customer and these provisions will prevail to the extent of any inconsistency between these provisions and any agreement or arrangement entered into by the Customer and the Supplier. In addition, the Supplier may recover the purchase price of the goods sold to the Customer by legal proceedings and may file an application for the appointment of a liquidator to the Customer notwithstanding that property in the goods has not passed to the Customer.

To the extent permitted by law, the Customer and the Supplier agree that the following sections of the PPSA are excluded from this agreement: sections 95, 96, 118, 121, 130, 132, 135, 142 and 143. Without limiting any other provision contained herein, the Customer waives its rights to receive from the Supplier each document or notice which under sections 144 and 157 of the PPSA it is permitted to waive, such waiver to be deemed effective at the date hereof and at all times hereafter, including after any event of default by the Customer. The Customer agrees that where the Supplier has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.

The Customer and the Supplier agree that neither the Customer nor the Supplier will disclose to any person information of the kind mentioned at section 275(1) of the PPSA, unless required by section 275(7) of the PPSA. The Customer further agrees (without limiting any other provision) that it:

- i) will not authorise the disclosure of any information described under section 275(1) of the PPSA; and
- ii) waives its rights to receive anything from the Supplier under section 275 of the PPSA and agrees not to make any request under that section, to the extent permitted by law.

The Customer undertakes to promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement in relation to a security interest or register any other document required to be registered under the PPSA.

The Customer shall indemnify and keep indemnified the Supplier from and against all actions, claims, liabilities, obligations, losses, damages, costs and expenses of whatever nature suffered or incurred, sustained or threatened against the Supplier and its employees and agents in any way whatsoever in respect of the Supplier's exercise of any of the Supplier's rights, including, without limitation, those under Part 4 of the PPSA.

The Customer agrees to indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing charge statement in the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.

4. Insurance

All sales are made Free On Board at the Supplier's premises and the Customer will, at its own cost, insure the goods against such risks as a prudent owner of the goods would insure for at their full insurable value which shall include but shall not be limited to all damage which may occur at or in transit to and or from the Customer's premises by way of fire, theft, floor and or wilful damage, and the Customer shall immediately present documentary evidence to the satisfaction of the Supplier of the currency and extent of such insurance. Any monies payable in respect of any such insurance shall be held separately on trust by the Customer for the benefit of the Supplier in accordance with Clause 3 (d).

The Customer shall immediately notify the Supplier of the existence of any claim pursuant to which the Supplier may have an interest in accordance with the clause. The rights in respect of any such claim of the Supplier shall be subrogated to those of the Customer to the extent of any monies outstanding to the Supplier in respect of goods the subject of the claim. Notwithstanding any provision to the contrary, the Supplier shall not be liable in any way to the

Customer in respect of any acts or omissions of the Supplier pursuant to the power of attorney granted under this clause.

5. Payment

- a) The Customer will pay for all goods supplied to the Customer by the Supplier within thirty (30) days from the date of statement. In the event that invoices are paid in full within seven (7) days of the date of the invoice, the Customer shall be entitled to a discount of 2.50% of the GST inclusive invoiced sum.
- b) The Supplier shall accept payments made by the Customer on Visa, Mastercard, or American Express ("Facility") where the Customer has nominated one of the above in writing to the Supplier and the Supplier has authorized the Customer in writing of its acceptance of payments being made via such Facility. The Supplier shall charge 2.5% of the total payment amount (including GST) ("Facility Levy") where any payment is made using a Facility where payments are made on or after the date on which the monthly statement in respect of the supply of goods by the Supplier to the Customer is given to the Customer. The Supplier shall not charge a Facility Levy where payment is made under a Facility at the date of invoice.
- c) The Supplier may, in its sole and unfettered discretion, charge interest to the Customer on all amounts which are sixty (60) days overdue to the Supplier for the date of sale of the goods until payment at that rate which is equal to 2% greater than the rate specified by the Penalty Interest Rates Act (1983) (Vic). Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to the Supplier on demand all costs of the Supplier (including but not limited to storage delivery collection obsolescence, debt recovery commission costs and legal costs on a full indemnity basis) incurred by the Supplier in recovering overdue amounts from the Customer.
- d) All payments received by the Supplier shall be applied as follows:
- Firstly, towards any costs of the Supplier referred to above (or any part thereof);
 - Secondly, towards any interest payable as set out above (or any part thereof); and
 - Thirdly, towards any amounts payable by the Customer to the Supplier.

Time of payment for any goods sold to the Customer is an essential term of any contract between the Supplier and the Customer. Any action taken by the Supplier under these terms and conditions and as otherwise conferred by law

5. Cancellation

- a) Cancellation of any contract of sale between the Customer and the Supplier requires approval in writing from the Supplier otherwise the goods will be delivered to the Customer and the Supplier will be entitled to payment from the Customer.
- b) The Supplier is not obliged to supply goods in relation to any contract and may cancel the contract at any time if: -
- There is a breach of any term of any contract between the Supplier and the Customer; or
 - The Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
 - The Customer commences to be wound up or is placed under official management or a receiver or receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or by an agent, takes or purports to take possession of the Customer's undertaking or property or and part thereof; or
 - The Supplier is unable to supply goods as a result of the failure of any supplier or the Supplier to deliver foods or provide services which are required in order for the Supplier to supply the goods to the Customer.

5. Acceptance and Claims

- a) Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery. No goods will be accepted for return more than twelve (12) months after their date of delivery to the Customer. No goods will be accepted for return unless agreed in writing by the Supplier prior to such return and then only upon conditions acceptable to the Supplier which shall include but shall not be limited to the stipulation that the Customer provide proof of the purchase date to the satisfaction of the Supplier. The return of any goods shall be at the Customer's entire cost and risk as to loss or damage and provided the goods are and remain sealed in the manner in which they were delivered, or otherwise subject to the consent of the Supplier. The Supplier's liability for a breach of any conditions or warrant implied by Division 2 of Part V of the Trade Practices Act 1974 (Cith) ("Act") (other than a condition or warranty implied by Section 69 of the Act) is limited to such one or more of the following as the Supplier decides:
- the replacement of the goods or the supply of equivalent goods; or
 - the repair of the goods; or
 - the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired.
- b) Without limiting the generality of any other provision of these terms and conditions but subject to the above, the Supplier is not under any liability to the Customer or to any other person in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise whether directly or indirectly in respect of the supply of the goods or any ancillary services or advice or the failure or omission on the part of the Supplier to comply with its obligations hereunder and the Customer indemnifies the Supplier in respect of such loss or damage.
- c) Except as expressly provided to the contrary in these terms and conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise are excluded to the extent permitted by law, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods.

7. Force Majeure

If delivery is prevented or delayed, in part or all, by reason of Act of God, or the consequence thereof including, but not limited to fire, flood typhoon, earthquakes or by reason of riots, wars, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes boycotting of goods, ship storage, manufacturer's bankruptcy, delays of damage in transportation or other causes beyond the Supplier's control, the Supplier may, at its option, perform the contract or the unfulfilled portion thereof within a reasonable time from the removal of the cause presenting or delaying performance or rescind unconditionally and without liability, this contract or the unfulfilled portion thereof.

8. Delivery

The Supplier may deliver the goods by instalments or partial shipment and the Customer will accept each such delivery. Requirements of the Customer are not a condition of the essence of the contract. The Supplier is under no liability for either direct or consequential loss or damage to the Customer arising from delay or postponement in delivery.

9. Clerical Errors

Clerical errors, typing errors or other errors in computations, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specifications of the Supplier shall be subject to correction by the Supplier.

10. Modification

All modifications and amendments to these provisions or any approvals hereunder shall be in writing by a duly authorized signatory and if otherwise, shall not be binding upon the Supplier.

11. Jurisdiction

All contracts between the Supplier and the Customer shall be governed by the laws of the State of Victoria and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Victoria (and any courts which can hear appeals from such courts).

12. Execution

Any contract between the Supplier and the Customer may be executed on behalf of the Customer by any agent or employee of the Customer and the Customer shall be bound by these terms and conditions irrespective of whether any such execution was unauthorized or fraudulent. The Customer shall indemnify and keep indemnified the Supplier from and against all actions, claims, liabilities, obligations, losses, damages, costs and expenses of whatever

nature suffered or incurred, sustained or threatened against the Supplier in any way whatsoever in respect of the Supplier's acceptance and or conduct in respect of the satisfaction of any order received from the Customer or from persons purporting to act of behalf of the Customer.

13. Severance

If any provision of these terms and conditions is void, voidable, illegal or unenforceable in accordance with its terms, but would not be void if it were read down and is capable of being read down, such provision will be read down accordingly. If such clause is read down and remains void, voidable, illegal or unenforceable, or is incapable of being read down and the provision would not be void, voidable, illegal or unenforceable if a word or words were omitted, that word or words shall be severed and in any other case the whole provision is severed, save that in any cast the remainder of these terms and conditions shall remain in full legal force and effect.

14. Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of the power or right, nor does any single exercise of any power of any power or right preclude any other or further exercise of that power or right or the exercise of any other power or right under this Deed.

PERSONAL GUARANTEE AND INDEMNITY

To be completed by directors/partners of the Applicant

To: TDJ Australia Pty Ltd ACN 006 385 191 ("you" or "Company")

In consideration of your having agreed at my/our request to supply goods/continue to supply goods and to provide credit and accommodation to the party named on the face of the account application ("debtor") I/we hereby jointly and severally agree with you as follows:

1. To be answerable and responsible to you for the due payment on demand by the said debtor and any related company for all such goods and services as you may heretofore have supplied or which you may hereafter from time to time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such goods and services according to the terms agreed on between you and it and thereby indemnify and agree to keep you indemnified from and against all loss and damage which you may sustain or incur for any reason or arising out of the supply of such goods or services.
2. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said debtor with you.
3. All dividends, compositions and payments received by you from the said debtor whether in liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to goods or services to be supplied to the said debtor as aforesaid.
4. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us refuse further credit or supplies of goods or services to the said debtor and grant to it, or to any drawers, acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you any time or other indulgence and compound with it or them respectively without discharging or impairing my/our liabilities under this guarantee.
5. That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
6. This guarantee shall be enforceable against me/us JOINTLY AND EACH OF US SEPARATELY notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. It is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
7. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal debtor and I/we and each of us hereby waive all or any of my/our right as surety which may at any time be inconsistent with any of the above provisions.
8. This guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to you or you duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under this guarantee shall cease and determine so far as respects any liability which shall be incurred by the debtor after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
9. That notwithstanding anything contained in this instrument and notwithstanding that the whole of any part of the moneys due by the debtor to you are or may be irrecoverable from the debtor by you (whether by reason of any legal limitation disability or incapacity of or affecting the debtor or be reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether or not any of the matters of facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverable from me/us by you on the footing of a guarantee THEN and in such case I/we hereby as separate and additional liability under this instrument indemnify you in respect of such monies and as a principal debtor agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the debtor.
10. That it is expressly declared that no sum of money which you may be obliged to pay or may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the debtors by reason of any provisions of Bankruptcy Act or the Corporations Act shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the debtor.
11. You shall be at liberty from time to time without further authority that these presents to debit and charge the account of the debtor with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put to in connection with the account of the debtor or this security or any other security in respect of the indebtedness of the debtor to you or the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.

12. I/we agree and declare that this guarantee shall be construed according to the law of the State of Victoria and that any proceedings in respect of any case or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction at Melbourne or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceedings. Further, this guarantee is deemed to be made at Melbourne.
13. In order to secure to you all monies payable or to become payable pursuant to this guarantee:
- (a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall be force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment if all such monies payable or to become payable by me/us hereunder; and
 - (b) I/we hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager (by whatever title) as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing caveat over any such freehold or leasehold property as aforesaid and in respect of any such default a Declaration of Default duly executed for and on your behalf of any of the said managers shall be deemed sufficient evidence of such default; and
 - (c) I/we further agree to be liable for and pay to you all legal costs on a solicitor and own basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
14. This guarantee secures the repayment of all monies owed by the debtor whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

Signature: _____	Signature: _____
Name: _____	Name: _____
Position/capacity: _____	Position/capacity: _____
Address: _____	Address: _____
_____	_____
Witness signature: _____	Witness signature: _____
Witness name: _____	Witness name: _____
Witness address: _____	Witness address: _____
_____	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Position/capacity: _____	Position/capacity: _____
Address: _____	Address: _____
_____	_____
Witness signature: _____	Witness signature: _____

Note: The above needs to be signed by all directors/partners, owners of the Applicant