



Credit Application

To: Solar AU Pty Limited | ABN 92 620 031 656 ("the Supplier")
PO Box 656 Mooloolaba QLD 4557
Ph: +61 7 3505 3030 | Email: accounts@solarau.com.au

Thank you for your inquiry regarding setting up Credit Terms with SolarAU Pty Ltd.

Once all sections of the Credit Application (Applicant Details, Credit Agreement and Deed of Guarantee, Indemnity and Charge) have been completed, please email to accounts@solarau.com.au along with a copy of your current Drivers Licence (both sides).

Please note that approval can take a few weeks and that the company requires a minimum of 3 orders prior to enabling credit facilities.

The Customer named below agrees, declares and acknowledges:

- (a)** if this application is accepted by the Supplier, the provisions of the Credit Agreement and the Terms and Conditions of Supply (as may be amended by the Supplier from time to time) will be binding on the Customer;
- (b)** the Customer has reviewed the Terms and Conditions of Supply; and
- (c)** the provision of credit pursuant to this application may, at the Supplier's discretion, be subject to and conditional on one or more persons executing the Guarantee, Indemnity and Charge.

Applicant Details

Date:				
Customer name:				
Registered trading name:				
ABN / ACN:			Date business commenced:	
Sole trader:	Partnership:	Pty Ltd:	Public:	Trust:
Website:				
Business address:				
City:		State:	Postcode:	
Postal address:				
City:		State:	Postcode:	
Telephone:		Fax:		
Mobile:		Email:		
Expected Monthly Spend:			Estimated credit limit:	

Accounts Contact Details

Accounts Contact:	
Phone:	Email:



Directors/Partners (All Directors/Partners must be listed)

Name:	Date of Birth:	
Position/Title:	Drivers Licence:	
Mobile:	Email:	
Address:		
City:	State:	Postcode:

Name:	Date of Birth:	
Position/Title:	Drivers Licence:	
Mobile:	Email:	
Address:		
City:	State:	Postcode:

Name:	Date of Birth:	
Position/Title:	Drivers Licence:	
Mobile:	Email:	
Address:		
City:	State:	Postcode:

Name:	Date of Birth:	
Position/Title:	Drivers Licence:	
Mobile:	Email:	
Address:		
City:	State:	Postcode:

Name:	Date of Birth:	
Position/Title:	Drivers Licence:	
Mobile:	Email:	
Address:		
City:	State:	Postcode:



Financial Details

Bank name:		
BSB:	Account:	
Does the applicant own business premises?	Owned: <input type="checkbox"/>	Leased: <input type="checkbox"/>
If owned, are the premises subject to any mortgage or charge?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
If yes, provide details:		
Is there any other charge or mortgage on the business assets?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
If yes, provide details:		
Does any financial institution, company or person hold any security (including a personal guarantee) in relation to the applicant?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
If yes, provide details:		
Has the applicant or anyone acting as a guarantor for the applicant:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
- been bankrupt or used Part IX or Part X of the Bankruptcy Act?		
- owned, controlled or operated a business that has been wound up, had receivers appointed, had a voluntary administrator appointed, or entered into a scheme for the benefit of creditors?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
If yes, provide details:		

Trade References

Company name:		
Contact name:		
Address:		
City:	State:	Postcode:
Email:		
Company name:		
Contact name:		
Address:		
City:	State:	Postcode:
Email:		
Company name:		
Contact name:		
Address:		
City:	State:	Postcode:
Email:		



Credit Agreement

1. Terms and Conditions

The Customer agrees the Customer will be bound by the provisions of this Credit Agreement and the T&Cs and acknowledges the Customer has received and reviewed a copy of the T&Cs.

2. Grant of Credit

- 2.1. The Supplier may grant, vary or withdraw credit at any time, without prior notice, for any reason, in the Supplier's absolute discretion.
- 2.2. The Supplier may require the Customer to provide security in a form acceptable to the Supplier as a condition for a grant of credit, a further grant of credit or continuance of a grant of credit.

3. Payment Terms

The Customer agrees to make full payment of the Supplier's invoices within 14 days from the invoice date in which the Goods and/or Services are supplied to the Customer (or such alternative period agreed by the Supplier in writing).

4. Action

If the Customer does not strictly comply with the terms of this Credit Agreement or the T&Cs, the Supplier may take immediate action to recover any money owed by the Customer to the Supplier.

5. Expenses

- 5.1. The Customer must pay any credit card surcharge incurred by the Supplier from time to time if the Customer makes any payment to the Supplier using a credit card.
- 5.2. The Customer must pay the Supplier, on a full indemnity basis as a liquidated debt, the full amount of any bank fees or other expenses associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses incurred by the Supplier associated with any action by the Supplier to exercise any right or remedy under this Credit Agreement or the T&Cs.

6. Interest

The Customer must pay interest on overdue amounts owed by the Customer at a rate of 15% per annum calculated on the daily balance outstanding from the date when payment became due until the date of payment.

7. Security Interest

- 7.1. To secure the punctual payment of all amounts owed by the Customer to the Supplier, the Customer grants to the Supplier:
 - (a) a security interest (as defined under the PPSA) over all present and after-acquired property of the Customer in relation to which the Customer can be a grantor of a security interest under the PPSA, whether

or not the Customer has title to the property, including but not limited to all PPSA retention of title property (as defined under section 51F of the Corporations Act); and

(b) a fixed charge over all present and after-acquired property of the Customer in relation to which the Customer cannot be a grantor of a security interest under the PPSA.

- 7.2. The Customer agrees and acknowledges the Supplier may (without limiting the Supplier's other rights under this Credit Agreement, at law or otherwise) lodge caveats over the Customer's property and take any other action to secure and enforce the Supplier's security under clause 7.1.
- 7.3. The Supplier's security under clause 7.1 may become enforceable without the need for any demand or notice to the Customer.
- 7.4. If the Supplier's security under clause 7.1 has become enforceable, the Supplier may appoint a Receiver of secured property or exercise any power exercisable by a Receiver even if a Receiver has not been appointed.
- 7.5. The Customer agrees on demand, and irrevocably appoints the Supplier, each director and secretary of the Supplier and any Receiver (as independent and several appointments) as the Customer's agent and attorney, to execute any document (including, without limitation, any mortgage or transfer) or undertake any act, at the Customer's cost, that the Supplier considers necessary or desirable to:
 - (a) better secure the security under clause 7.1 in a manner consistent with any Document; or
 - (b) assist in the completion, execution of, or exercise of any power under, any Document.

8. Personal Property Securities

- 8.1. The Customer agrees that funds received by the Supplier will be applied, after satisfaction of any claim that the Supplier or Receiver is aware ranks in priority, in the following order:
 - (a) first in payment of all expenses that the Supplier or Receiver incurs in the exercise of a power or otherwise in relation to any Document;
 - (b) then in payment of any other outgoings that the Supplier or Receiver considers appropriate to pay;
 - (c) then in payment to the Receiver of any remuneration;
 - (d) then in payment to the Supplier or Receiver of any amount necessary to give effect to any indemnity under any Document; and
 - (e) then in payment to the Supplier of all amounts owed by the Customer to the Supplier.
- 8.2. **The Customer:**
 - (a) agrees with the Supplier that neither the Customer, nor the Supplier, will disclose information of the kind specified in section 275(1) of the PPSA (except in the circumstances required by sections



275(7)(b) to (e) of the PPSA);

(b) agrees that, to the extent permitted under section 115(1) of the PPSA, the following provisions of the PPSA do not apply: sections 95, 118, 121(4), 125, 130, 132(3)(d), 135, 138B(4), 142 and 143;

(c) agrees that, to the extent permitted under section 115(7) of the PPSA, the following provisions of the PPSA do not apply: sections 127, 129(2), 129(3), 132, 134(2), 135, 136(5) and 137;

(d) acknowledges that the Supplier may, at the Customer's cost, register one or more financing statements in relation to any security under any Document;

(e) waives, if permitted under the PPSA, the Customer's right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement; and

(f) will not, without prior written notice to the Supplier, change the Customer's name or initiate any change to any documentation registered under the PPSA.

9. Release and Indemnity

9.1. Neither the Supplier nor any person appointed by the Supplier under any Document will be liable for any loss that the Customer suffers as a direct or indirect result of:

(a) the exercise or attempted exercise of, or failure to exercise, any rights under any Document; or

(b) any release or dealing with any security interest.

9.2. The Customer will indemnify the Supplier, each member of the Supplier's Personnel and each Receiver or any other person appointed by the Supplier in relation to any losses, liabilities, expenses (including but not limited to legal expenses on a full indemnity basis) or taxes incurred in connection with:

(a) the exercise or attempted exercise of any powers, rights, discretions or remedies vested in the person under any Document or the Corporations Act;

(b) any proceedings, claims or demands in relation to any secured property; or

(c) any negligence, breach of this Credit Agreement or Event of Default by the Customer or any member of the Customer's Personnel.

10. Default

If an Event of Default occurs, the Supplier may (without limiting the Supplier's other rights under this Credit Agreement, at law or otherwise) demand immediate payment of any money owed by the Customer, retain any money paid by the Customer, cease any further supply of Goods and/or Services to the Customer and take possession of any Goods and/or Services for which the Customer has not paid.

11. Application of Money

If the Supplier or Receiver receives money under or because of any Document and applies the money in

payment of monies owing to the Supplier, the Supplier or Receiver may apply different parts of the money received to different parts of the monies owing in the absolute discretion of the Supplier or Receiver regardless of any appropriation by the Customer.

12. Purpose

The Customer warrants that any credit provided to the Customer by the Supplier is to be applied wholly or predominately for commercial and/or investment purposes.

13. Advice

The Customer acknowledges the Customer has had an opportunity to obtain independent legal and financial advice in relation to this Credit Agreement and the T&Cs.

14. Joint and Several

If the Customer consists of more than one person, each person will be jointly and severally bound by the terms of this Credit Agreement.

15. Warranty

The Customer warrants that all the information set out in the Customer's application for credit is true and correct and the Customer has disclosed to the Supplier all information relevant to the Customer's application for credit.

16. Notice

The Customer must immediately provide written notice to the Supplier if there is any direct or indirect change in the ownership or control of the Customer or any change to the Customer's details set out in the Customer's Application for Commercial Credit.

17. Transactions

The Customer will be liable for all transactions by the Customer's employees, contractors or agents or any person who uses the account with the Customer's authorisation or as a result of the Customer's negligence.

18. Privacy

18.1. The Supplier may, before, during or after the provision of credit to the Customer, give the following information about the Customer, to a credit reporting agency:

(a) identity particulars - name, sex, address (and previous two addresses), date of birth, name of employer, and driver's licence number;

(b) the Customer's application for credit - the fact that the Customer has applied for credit and the amount;

(c) the fact that the Supplier is a current credit provider to the Customer;

(d) payments which are overdue by more than 60 days, and for which debt collection action has started;

(e) advice that payments are no longer overdue in respect of any default;

(f) information that, in the opinion of the Supplier, the

Customer has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations); or
(g) dishonoured cheques - cheques drawn by the Customer for \$100 or more which have been dishonoured more than once, for the purpose of obtaining a consumer credit report, or allowing the credit reporting agency to create or maintain a credit information file containing information, about the Customer or for any related purpose.

18.2. The Supplier may obtain:

- (a)** information about the Customer from a business which provides information about the commercial creditworthiness of persons; and
- (b)** a consumer credit report containing information about the Customer from a credit reporting agency, for the purpose of assessing the Customer's application for credit or a grant of any ongoing credit or for any related purpose.

18.3. The Supplier may, but is not obliged to, give a credit report containing information about the Customer to any person:

- (a)** who is currently a guarantor; or
- (b)** whom the Customer has indicated is considering becoming a guarantor, for the purpose of a person deciding whether to act as guarantor or keeping a guarantor informed about any guarantee or for any related purpose.

18.4. The Supplier may exchange information about the Customer with those credit providers and suppliers (including trade references):

- (a)** named in this application;
- (b)** named in a consumer credit report issued by a credit reporting agency; and
- (c)** of which the Supplier is, or becomes, aware, for the purpose of assessing an application for credit, notifying other credit providers (including trade references) of a default, exchanging information with other credit providers (including trade references) as to the status of credit where the Customer is in default with other credit providers (including trade references), or assessing the Customer's creditworthiness or for any related purpose.

18.5. The information obtained or disclosed about the Customer in accordance with this Credit Agreement may include a credit report and anything about the Customer's creditworthiness, credit standing or credit history or any related information.

19. General

- 19.1.** The Customer will always strictly comply with the Supplier's claims for payment in accordance with any security of payments legislation.
- 19.2.** This Credit Agreement binds the Customer both personally and as trustee of any trust of which the Customer is trustee.
- 19.3.** The Supplier may set off any amounts owed by the Supplier to the Customer against any amounts owed

by the Customer to the Supplier whether under this Credit Agreement or otherwise.

- 19.4.** A certificate signed by a director or secretary of the Supplier stating that an amount of money is payable by the Customer to the Supplier will be prima facie evidence of the fact and the Customer will not object to the admissibility of such a certificate in any legal proceedings.
- 19.5.** This Credit Agreement may only be amended with the Supplier's express written agreement.
- 19.6.** Any waiver of a right by the Supplier must be express and in writing and will not operate as a waiver in relation to any subsequent matter.
- 19.7.** The Supplier's rights arising out of this Credit Agreement do not exclude any other rights of the Supplier.
- 19.8.** The actions of any person claiming to have the Customer's authority will bind the Customer to the extent permitted by law.
- 19.9.** If any provision of this Credit Agreement is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- 19.10.** The Supplier may assign any rights or benefits under this Credit Agreement to any third party.
- 19.11.** The Customer may only assign any rights or benefits under this Credit Agreement with the Supplier's prior written consent.
- 19.12.** If there is any inconsistency or ambiguity between the terms of this Credit Agreement and the terms of the T&Cs, the terms of this Credit Agreement will take precedence.
- 19.13.** This Credit Agreement will be governed by the laws of, and the parties submit to the jurisdiction of the courts of, the state of the Supplier's registered address.

20. Definitions

In this Credit Agreement:

"Administration" means any of the following, or any analogous, events:

- (a)** any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the Customer's assets, operations or business;
- (b)** any person, or agent of a person, who holds any security interest (whether or not under the PPSA) takes possession of any of the Customer's property (including but not limited to seizing the Customer's property within the meaning of section 123 of the PPSA); or
- (c)** a court or other authority enforces any judgment or order against the Customer for the payment of money or the recovery of any property;

"Application for Commercial Credit" means the application for commercial credit of which this Credit Agreement forms part;



"Corporations Act" means the Corporations Act 2001 (Cth);

"Credit Agreement" means these Terms and Conditions of Application for Commercial Credit that forms part of the Application for Commercial Credit;

"Customer" means the applicant named in the Application for Commercial Credit of which this Credit Agreement forms part;

"Document" means the Application for Commercial Credit, this Credit Agreement, the T&Cs and any document contemplated by such documents;

"Event of Default" means any of the following, or any analogous, events:

- (a) the Customer fails to pay any amount due and payable under any Document when the amount is due and payable;
- (b) the Customer fails to comply with any obligations under any Document;
- (c) any representation, warranty or statement by the Customer in connection with any Document is untrue or misleading (whether by omission or otherwise); or
- (d) the Customer becomes subject to Administration;

"Goods" means any goods supplied by the Supplier to the Customer in accordance with the T&Cs;

"Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party;

"PPSA" means Personal Property Securities Act 2009 (Cth);

"Receiver" means a receiver or receiver and manager (or an additional receiver or receiver and manager);

"Services" means any services supplied by the Supplier to the Customer in accordance with the T&Cs;

"Supplier" means any entity that grants credit to the Customer pursuant to this Credit Agreement; and

"T&Cs" means the Supplier's terms and conditions of sale as may be amended by the Supplier from time to time.

21. Interpretation

In this Credit Agreement:

- (a) the headings will not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) any other grammatical form of a word or expression defined in this Credit Agreement has a corresponding meaning;
- (d) a reference to a document includes the document as novated, altered, supplemented or replaced;
- (e) a reference to a party includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any other entity;
- (g) a reference to a statute, ordinance, code or law includes regulations, rules and other instruments under the statute, ordinance, code or law and any consolidations, amendments, re-enactments or replacements;
- (h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act 2001;
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
- (k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Credit Agreement; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.



Executed As An Agreement

Customer to sign here if a **Company** (including a Corporate Trustee)

Executed by:

Insert Company name (in accordance with section 127(1) of the Corporations Act 2001 (Cth))

Director's Signature

Director's or Company Secretary's Signature

Name (please print)

Name (please print)

Date

Date

If **Sole** Director and Secretary of Company:

Name (please print)

Signature

Date

If a **Sole Trader, Partnership** or **Individual(s)** as **Trustee(s)**.

Customer to sign here if a **Sole Trader, Partnership** or **Individual(s)** as **Trustee(s)**. For Partnerships, all partners must sign. If more than 4 signatories, copy this page and attach.

Signatory 1 – Name (please print)

Signature

Signatory 2 – Name (please print)

Signature

Signatory 3 – Name (please print)

Signature

Signatory 4 – Name (please print)

Signature

Applicant's initials _____



Deed Of Guarantee, Indemnity And Charge

In consideration of the Supplier agreeing to supply goods and/or services and/or provide credit to the Customer, each Guarantor enters into this Guarantee in favour of the Supplier in the following terms:

1. Request

Each Guarantor requests the Supplier to supply goods to the Customer in accordance with the Credit Agreement and the T&Cs.

2. Guaranteed Money

Each Guarantor guarantees to the Supplier the due and punctual payment by the Customer of the Guaranteed Money and the Guaranteed Money will be payable by the Guarantor to the Supplier immediately on demand by the Supplier.

3. Performance

Each Guarantor unconditionally and irrevocably guarantees the Customer's due and punctual performance of all of the Customer's Obligations.

4. Release and Indemnity

4.1. Neither the Supplier nor any person appointed by the Supplier under any Document will be liable for any loss that any Guarantor suffers as a direct or indirect result of:

- (a) the exercise or attempted exercise of, or failure to exercise, any rights under any Document; or
- (b) any release or dealing with any security interest.

4.2. Each Guarantor will indemnify the Supplier, the Supplier's Personnel and each Receiver or any other person appointed by the Supplier in relation to any losses, liabilities, expenses (including but not limited to legal expenses on a full indemnity basis) or taxes incurred in connection with:

- (a) the exercise or attempted exercise of any powers, rights, discretions or remedies vested in the person under any Document or the Corporations Act; or
- (b) any proceedings, claims or demands in relation to any secured property.

4.3. Each Guarantor indemnifies the Supplier in relation to any direct and indirect losses, damages or expenses which the Supplier suffers as a result of:

- (a) the Customer's failure to perform, or delay in performing, any of the Customer's Obligations; and
- (b) the Guarantor's failure to perform, or delay in performing, any of the Guarantor's obligations under this Guarantee.

5. Expenses

Each Guarantor must pay the Supplier, on a full indemnity basis as a liquidated debt, the full amount of any bank fees or other expenses associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses associated with any action by the Supplier to

exercise any right or remedy under this Guarantee.

6. Continuing Guarantee

6.1. This Guarantee is a continuing guarantee in respect of all money due to the Supplier at any time and will not be wholly or partially satisfied or discharged by the payment of any money to the Supplier or any other event.

6.2. This Guarantee will not be affected by:

- (a) any variation to the terms of the Credit Agreement or the T&Cs whether with or without the knowledge or consent of any Guarantor;
- (b) any event of insolvency affecting a person or the death of a person;
- (c) any change in the constitution, membership, or partnership of a person;
- (d) the partial performance of the Customer's Obligations;
- (e) any of the Customer's Obligations being invalid or unenforceable at any time;
- (f) the Supplier refusing any credit to the Customer;
- (g) the Supplier granting any time or other indulgence or concession to the Customer; or
- (h) the release of any Guarantor (if there is more than one Guarantor).

6.3. No Guarantor will be released from this Guarantee unless the Guarantor provides a written request for a release to the Supplier and the Supplier provides a written agreement to the release which the Supplier may provide or withhold in the Supplier's absolute discretion.

7. Enforcement

The Supplier may enforce this Guarantee without first having to enforce any of the Supplier's rights against the Customer or having resort to any other guarantee or security in relation to the Customer's Obligations.

8. Principal Obligation

This Guarantee is a principal obligation and is not ancillary or collateral to any other right or obligation.

9. Independent

This Guarantee is independent of any other guarantee or security in relation to the Customer's Obligations.

10. Security Interest

10.1. To secure the punctual payment of all amounts owed by the Customer and/or the Guarantor to the Supplier, each Guarantor grants to the Supplier:

- (a) a security interest (as defined under the PPSA) over all present and after-acquired property of the Guarantor in relation to which the Guarantor can be a grantor of a security interest under the PPSA, whether or not the Guarantor has title to the property, including but not limited to all PPSA retention of title property (as defined under section 51F of the

Corporations Act); and

(b) a fixed charge over all present and after-acquired property of the Guarantor in relation to which the Guarantor cannot be a grantor of a security interest under the PPSA.

10.2. Each Guarantor agrees and acknowledges the Supplier may (without limiting the Supplier's other rights under this Guarantee, at law or otherwise) lodge caveats over the Guarantor's property and take any other action to secure and enforce the Supplier's security under clause 10.1.

10.3. The Supplier's security under clause 10.1 may become enforceable without the need for any demand or notice to the Guarantor.

10.4. If the Supplier's security under clause 10.1 has become enforceable, the Supplier may appoint a Receiver of secured property or exercise any power exercisable by a Receiver even if a Receiver has not been appointed.

10.5. Each Guarantor agrees on demand, and irrevocably appoints the Supplier, each director and secretary of the Supplier and any Receiver (as independent and several appointments) as the Guarantor's agent and attorney, to execute any document (including, without limitation, any mortgage or transfer) or undertake any act, at the Guarantor's cost, that the Supplier considers necessary or desirable to:

(a) better secure the security under clause 10.1 in a manner consistent with any Document; or

(b) assist in the completion, execution of, or exercise of any power under, any Document.

11. Personal Property Securities

11.1. Each Guarantor agrees that funds received by the Supplier will be applied, after satisfaction of any claim that the Supplier or Receiver is aware ranks in priority, in the following order:

(a) first in payment of all expenses that the Supplier or Receiver incurs in the exercise of a power or otherwise in relation to any Document;

(b) then in payment of any other outgoings that the Supplier or Receiver considers appropriate to pay;

(c) then in payment to the Receiver of any remuneration;

(d) then in payment to the Supplier or Receiver of any amount necessary to give effect to any indemnity under any Document; and

(e) then in payment to the Supplier of all amounts owed by the Customer or Guarantor to the Supplier.

11.2. Each Guarantor:

(a) agrees with the Supplier that neither the Guarantor, nor the Supplier, will disclose information of the kind specified in section 275(1) of the PPSA (except in the circumstances required by sections 275(7)(b) to (e) of the PPSA);

(b) agrees that, to the extent permitted under section 115(1) of the PPSA, the following provisions of the PPSA do not apply: sections 95, 118, 121(4), 125, 130, 132(3)(d), 135, 138B(4), 142 and 143;

(c) agrees that, to the extent permitted under section 115(7) of the PPSA, the following sections of the PPSA do not apply: sections 127, 129(2), 129(3), 132, 134(2), 135, 136(5) and 137;

(d) acknowledges that the Supplier may, at the Guarantor's cost, register one or more financing statements in relation to any security under any Document;

(e) waives, if permitted under the PPSA, the Guarantor's right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement; and

(f) will not, without prior written notice to the Supplier, change the Guarantor's name or initiate any change to any documentation registered under the PPSA.

12. Application of Money

When the Supplier or Receiver receives money under or because of any Document and applies the money in payment of monies owing to the Supplier, the Supplier or Receiver may apply different parts of the money received to different parts of the monies owing in the absolute discretion of the Supplier or Receiver regardless of any appropriation by the Customer or the Guarantor.

13. Administration

Until this Guarantee is released by the Supplier, the Guarantor will not prove in any Administration of the Customer in competition with the Supplier.

14. Voluntary

Each Guarantor acknowledges that the Guarantor has read and understands this Guarantee, enters into this Guarantee voluntarily and not as a result of any representation of the Supplier or duress of any person.

15. Legal Advice

Each Guarantor acknowledges that the Guarantor has had an opportunity to obtain independent legal and financial advice in relation to this Guarantee.

16. Joint and Several

If there is more than one Guarantor, each Guarantor will be jointly and severally bound by the terms of this Guarantee.

17. Information

Each Guarantor warrants that all the information set out in this Guarantee is true and correct and the Guarantor has disclosed to the Supplier all information relevant to this Guarantee.

18. Notice

Each Guarantor must immediately provide written notice to the Supplier if there is any change in the ownership or control of the Guarantor or to the Guarantor's details set out in this Guarantee.

19. Administration

If any payment by the Guarantor to the Supplier is avoided as a result of, or the Supplier settles any claim in relation to, any statutory provision arising as a result of any Administration, the payment will be taken not to have been made and the Supplier will be entitled to recover the amount of the payment from the Guarantor.

20. Privacy

20.1. The Supplier may, before, during or after the provision of credit to the Customer, give the following information about each Guarantor to a credit reporting agency:

- (a) identity particulars - name, sex, address (and previous two addresses), date of birth, name of employer, and driver's licence number;
- (b) the Customer's application for credit - the fact that the Customer has applied for credit and the amount;
- (c) the fact that the Supplier is a current credit provider to the Customer;
- (d) payments which are overdue by more than 60 days, and for which debt collection action has started;
- (e) advice that payments are no longer overdue in respect of any default;
- (f) information that, in the opinion of the Supplier, the Guarantor has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations); or
- (g) dishonoured cheques - cheques drawn by the Guarantor for \$100 or more which have been dishonoured more than once, for the purpose of obtaining a consumer credit report, and/or allowing the credit reporting agency to create or maintain a credit information file containing information, about the Guarantor or for any related purpose.

20.2. The Supplier may obtain:

- (a) information about the Guarantor from a business which provides information about the commercial creditworthiness of persons; and
- (b) a consumer credit report containing information about the Guarantor from a credit reporting agency, for the purpose of assessing whether to accept the Guarantor as a guarantor for credit applied for by, or provided to, the Customer or for any related purpose.

20.3. The Supplier may, but is not obliged to, give a credit report containing information about the Guarantor to any person:

- (a) who is currently a guarantor; or
- (b) whom the Customer or the Guarantor have indicated is considering becoming a guarantor, for the purpose of a person deciding whether to act as guarantor and/or keeping a guarantor informed about any guarantee or for any related purpose.

20.4. The Supplier may exchange information about the Guarantor with those credit providers and suppliers (including trade references):

- (a) named in the Application for Commercial Credit;
- (b) named in a consumer credit report issued by a

credit reporting agency; and

(c) of which the Supplier is, or becomes, aware, for the purpose of assessing an application for credit, notifying other credit providers (including trade references) of a default, exchanging information with other credit providers (including trade references) as to the status of credit where the Customer or the Guarantor are in default with other credit providers (including trade references) or assessing the Guarantor's creditworthiness or for any related purpose.

20.5. The information obtained or disclosed about the Guarantor in accordance with this Guarantee may include a credit report and anything about the Guarantor's creditworthiness, credit standing and credit history or any related information.

21. General

- 21.1.** This Guarantee binds the Guarantor both personally and as trustee of any trust of which the Guarantor is trustee.
- 21.2.** The Supplier may set off any amounts owed by the Supplier to the Guarantor against any amounts owed by the Guarantor to the Supplier whether under this Guarantee or otherwise.
- 21.3.** A certificate signed by a director or secretary of the Supplier stating that an amount of money is payable by the Customer or Guarantor to the Supplier will be prima facie evidence of the fact and the Guarantor will not object to the admissibility of such a certificate in any legal proceedings.
- 21.4.** This Guarantee may only be amended with the Supplier's express written agreement.
- 21.5.** Any waiver of a right by the Supplier must be express and in writing and will not operate as a waiver in relation to any subsequent matter.
- 21.6.** The Supplier's rights arising out of this Guarantee do not exclude any other rights of the Supplier.
- 21.7.** The actions of any person claiming to have the Guarantor's authority will bind the Guarantor to the extent permitted by law.
- 21.8.** If any provision of this Guarantee is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- 21.9.** The Supplier may assign any rights or benefits under agreement under this Guarantee to any third party.
- 21.10.** The Guarantor may only assign any rights or benefits under any agreement under this Guarantee with the Supplier's prior written consent.
- 21.11.** Time is of the essence in respect of the Guarantor's obligations in this Guarantee.
- 21.12.** This Guarantee will be governed by the laws of, and the parties submit to the jurisdiction of the courts of, the state of the Supplier's registered address.

22. Definitions

In this Guarantee:



“Administration” means any of the following, or any analogous, events:

- (a)** any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the Customer’s assets, operations or business;
- (b)** any person, or agent of a person, who holds any security interest (whether or not under the PPSA) takes possession of any of the Customer’s property (including but not limited to seizing the Customer’s property within the meaning of section 123 of the PPSA); or
- (c)** a court or other authority enforces any judgment or order against the Customer for the payment of money or the recovery of any property;

“Application for Commercial Credit” means the application for commercial credit of which this Credit Agreement forms part;

“Corporations Act” means the Corporations Act 2001 (Cth);

“Credit Agreement” means these Terms and Conditions of Application for Commercial Credit that forms part of the Application for Commercial Credit;

“Customer” means the applicant named in the Application for Commercial Credit of which this Credit Agreement forms part;

“Customer’s Obligations” means the Customer’s obligations to the Supplier under the Credit Agreement, the T&Cs or otherwise (including but not limited to the obligation to pay the Guaranteed Money);

“Document” means the Application for Commercial Credit, this Credit Agreement, the T&Cs and any document contemplated by such documents;

“Guarantee” means this deed of guarantee, indemnity and charge;

“Guaranteed Money” means all money which is, or may be in future, owed by the Customer to the Supplier for any reason;

“Guarantor” means each person who executes this Guarantee;

“PPSA” means Personal Property Securities Act 2009 (Cth);

“Receiver” means a receiver or receiver and manager (or an additional receiver or receiver and manager);

“Supplier” means any entity that grants credit to the Customer pursuant to this Credit Agreement; and

“T&Cs” means the Supplier’s terms and conditions of sale as may be amended by the Supplier from time to time.

23. Interpretation

In this Guarantee:

- (a)** the headings will not affect interpretation;
- (b)** the singular includes the plural and vice versa;
- (c)** any other grammatical form of a word or expression defined in this Guarantee has a corresponding meaning;
- (d)** a reference to a document includes the document as novated, altered, supplemented or replaced; any security interest (whether or not under the PPSA) takes possession of any of the Customer’s property (including but not limited to seizing the Customer’s property within the meaning of section 123 of the PPSA); or a court or other authority enforces any judgment or order against the Customer for the payment of money or the recovery of any property;
- (e)** a reference to a party includes the party’s executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (f)** a reference to a person includes a natural person, body corporate, partnership, trust, association or any other entity;
- (g)** a reference to a statute, ordinance, code or law includes regulations, rules and other instruments under the statute, ordinance, code or law and any consolidations, amendments, re-enactments or replacements;
- (h)** a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
- (i)** the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;
- (j)** any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
- (k)** any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- (l)** a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Guarantee; and
- (m)** if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.



Executed As A Deed

Signed, sealed and delivered by the Guarantor:

Name

Position

Date

Signature

Witness name

Witness signature

Signed, sealed and delivered by the Guarantor:

Name

Position

Date

Signature

Witness name

Witness signature

Signed, sealed and delivered by the Guarantor:

Name

Position

Date

Signature

Witness name

Witness signature