



Credit Application



Business Premises:  OWNED  LEASED

If mortgaged

Bank Details: \_\_\_\_\_

If leased

Agent Details: \_\_\_\_\_ Phone: \_\_\_\_\_

Proprietors/Partners/Directors ("Guarantors")

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please list all property owned or mortgaged to Proprietors/Partners/Directors ("Guarantors"):

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Ph: \_\_\_\_\_

Email: \_\_\_\_\_

Accts Contact: \_\_\_\_\_ Ph: \_\_\_\_\_

Email: \_\_\_\_\_

(Invoices will be sent to this address)

Payment Method:  CHEQUE  EFT  CREDIT CARD

Note: Remittances are required for all payments.

Credit Card Payments attract a 2% Merchant Fee



**Business Credit References:**

Please list Unrelated Corporations with whom you conduct credit accounts.

**PLEASE DO NOT USE:** Gas/Fuel companies, Reece, Tradelink, Burdens, Swan or any other Plumbing Suppliers, they do not supply Trade References and listing store contacts will not give us access to your trading or payment history. If you list them your application will be returned to you to obtain new references, holding the application process up considerably.

Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- **Email addresses are a requirement as this is our primary way of contacting your references.**
- **A minimum of 3 responses from your supplied trade references are required to process your application.**
- **Please ensure the companies you chose are happy to provide trade references on your behalf.**

## APPLICATION AND ACKNOWLEDGEMENT

1. The Applicant applies to Jaze for credit, and acknowledges receipt of, accepts and agrees to be bound by Terms and Conditions and additional terms and conditions (which override the Terms and Conditions), which he/she they or it have or has read and understood.
2. If the Applicant is a company then the thereof and named below Directors hereby agree that in consideration of Jaze providing credit to the Applicant at their request will enter into Guarantee and Indemnity in the form annexed hereto.
3. The Applicant and each of the Directors of the Applicant authorise Jaze to:
  - (a) obtain a credit report from a credit reporting agency that contains personal information about the Applicant and its Directors.
  - (b) obtain a report from a credit reporting agency and other information pertaining to the Applicant, and any Directors' commercial credit activities; and
  - (c) give to and obtain from any credit provider named in the Credit Application, or in any credit report issued by a Credit Reporting Agency, information about the Applicant's credit arrangements, including any information about their creditworthiness, credit standing, credit history or credit capacity (in accordance with Section 18N(1)(b) of the Privacy Act). The Applicant and each of the Directors acknowledges that Jaze can use the information for the purposes of assessing this Application (Section 18L(4) of the Privacy Act), assisting the Applicant to avoid defaulting on its credit obligations, notifying other credit providers of a default by the Applicant, and assessing its creditworthiness.
4. The person(s) signing on behalf of the Applicant warrants that:
  - (a) they have authority to sign on behalf of and to bind the Applicant.
  - (b) The information provided is true and correct in every detail and will be relied upon by Jaze in making a decision in relation to this application.

**YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE ENTERING INTO AN AGREEMENT WITH JAZE NOMINEES PTY.LTD. (A.C.N. 005 082 128) AS IT ESTABLISHES LIABILITY**

The following are the terms and conditions of the provision of Goods by JAZE NOMINEES PTY.LTD. (A.C.N. 005 082 128) trading as Frankston Concrete Products of 9 Colemans Road, Dandenong South in the State of Victoria ("Jaze") for and at the request of the person, firm or company placing any order with Jaze ("the Customer").

### 1. Interpretation

- (a) **"Delivery address"** means the address to which Goods are to be delivered as advised to Jaze in writing, whether signed or unsigned or verbally by the Customer.
- (b) **"Goods"** means goods ordered by the Customer pursuant to these terms and conditions and any other terms and conditions forming part of the agreement between Jaze and the Customer.
- (c) **"Price"** means the price (which Jaze may amend from time to time) for the Goods plus any applicable GST as invoiced by Jaze to the Customer.
- (d) **"We"** or any adaptation thereof means Jaze
- (e) **"You"** or any adaptation thereof means the Customer
- (f) **"GST"** means any Goods and Goods Tax within the meaning of the *GST Act*.
- (g) **"GST Act"** means *A New Tax System (Goods & Goods Tax) Act 1999* (as amended).

### 2. The Contract

- (a) When the Customer accepts these Terms & Conditions a contract is created.
- (b) Acceptance of these terms and conditions shall constitute an agreement for Jaze to provide the Goods as specified by the Customer on and subject to these terms and conditions without alteration unless otherwise expressly agreed by Jaze in writing.
- (c) Acceptance of these Terms & Conditions by the Customer will be by the placement of an order, whether verbally or in writing and if in writing, whether it is signed or unsigned and if signed, whether on the front or rear of the Order form, or as expressed or implied by virtue of acts done or not done or otherwise.
- (d) Jaze reserves the right at any time and from time to time to amend, vary or change these terms and conditions and such amendment, variation or addition shall have effect from the date of notification by Jaze to the Customer.
- (e) Acceptance of an order by Jaze shall be conditional on and subject to Jaze being satisfied as to the Customer's creditworthiness. If Jaze considers that the Customer's creditworthiness is unsatisfactory then Jaze shall be entitled to cancel any order without in any way being liable to the Customer for any claims, losses or expenses whatsoever resulting from the cancellation.
- (f) Customers requesting credit must complete Jaze's credit application form and must provide three (3) written references and a current business name and/or company search of the Customer.
- (g) Jaze reserves the right in its absolute discretion to grant or decline to grant credit to any Customer and to suspend or cancel any credit entitlement with effect from the date of notification to the Customer.

### **3. Price and Payment**

- (a) The Price of the Goods shall be the price charged by Jaze prevailing at the date of acceptance of the Customer's order for the Goods plus GST.
- (b) Prices are subject to change at the absolute discretion of Jaze and shall be notified by Jaze to the Customer.
- (c) The Customer shall pay all and any delivery charges applicable to each order placed by the Customer.
- (d) Payment can be made by the Customer to Jaze by credit card, cheque or direct transfer. For Customers tendering payment by cheque then payment shall not have been made until the cheque is honoured on presentment and the monies payable under it are received in Jaze 's bank account in cleared funds and until such time receipt of the cheque shall not prejudice or affect Jaze 's right or remedies against the Customer or the Goods.
- (e) Time is of the essence in respect of the payment obligations of the Customer. If payment is overdue that shall constitute a breach of these Terms & Conditions and the Customer will upon demand pay to Jaze an administration fee of \$250 which will be invoiced to the Customer when the first invoice amount overdue hits 90 days from EOM. This amount does not include or cover formal debt collection costs or fees which will be charged to the Customer when incurred by Jaze.
- (f) If payment is overdue Jaze may in addition to its other remedies cancel or suspend the Customer's entitlement to credit and require payment via Credit Card or Direct Transfer on or before delivery of any Goods ordered by the Customer under any contract, or withhold supply of any such goods until the Customer has paid or discharged all sums owing to Jaze.
- (g) Jaze may in its absolute discretion apply any payments it receives from the Customer in and towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any conditions or qualifications that the Customer may make in relation to payments made under this or any other agreement with Jaze .
- (h) The Customer must pay all costs and expenses incurred by Jaze in connection with any order including legal expenses (on a solicitor-client basis) stamp duty and costs incurred in the recovery of monies owing by the Customer to Jaze or in otherwise enforcing Jaze's rights against the Customer under an order.

### **4. Delivery**

- (a) Unless advised otherwise, Jaze will arrange for the delivery of the Goods to the delivery address, the cost of which is to be borne by the Customer.
- (b) Jaze shall not be liable for any loss or damage of any kind including but not limited to errors or omissions to the Goods howsoever arising.
- (c) Any period or date for delivery of Goods specified is intended as an estimate only and is not a contractual commitment.

- (d) Jaze will make all reasonable efforts to arrange for the delivery of the Goods within any period stated but if, for any reason, including negligence by Jaze, its servants, employees, agents, contractors or service providers delivery of the Goods shall be delayed, Jaze shall not be responsible for any loss sustained by the Customer or any other person firm or corporation by reason of such delay.
- (e) If the cause of the delay was under the control of the Customer (or anyone employed by or acting on behalf of the Customer including but not limited to a nominated third party) then Jaze shall at its sole discretion, be entitled to either increase the Price of the Goods or demand payment of the Goods ordered and if payment is not received by Jaze the Customer will upon demand pay to Jaze interest of 1.5% per month or part thereof as set out in Clause 3 above.
- (f) The Goods may be delivered in instalments in any quantities and each delivery shall be regarded as a separate contract independent from the other deliveries and the Goods delivered shall be paid for accordingly. The failure to make delivery of any instalment shall not vitiate an order as to delivery of other instalments.
- (g) Notwithstanding the above, the Customer is still required to pay Jaze for Goods already delivered and for Goods ordered to specification and not yet delivered.
- (h) Jaze reserves the right to withhold delivery of all Goods if the Customer is in default of any of its obligations with Jaze.

### **5. Retention of Title**

Until full payment in cleared funds is received by Jaze for all Goods supplied by it to the Customer, as well as all other amounts owing to Jaze by the Customer:

- (a) Legal and equitable title and property in the Goods remain vested in Jaze and do not pass to the Customer;
- (b) The Customer holds the Goods as bailee and agent for Jaze and the Customer acknowledges that a fiduciary relationship exists between the Customer and Jaze;
- (c) The Customer shall as a fiduciary of Jaze, clearly show Jaze's ownership of the Goods and shall keep books recording Jaze's ownership of the Goods and the Customer's sale or otherwise of them in accordance with this clause;
- (d) The Customer may sell the Goods as fiduciary agent for Jaze to a third party in the normal course of the Customer's business provided that where the Customer is paid by that third party, the Customer holds the proceeds of sale to the extent of the amount owing by the Customer to Jaze at the time of receipt of such proceeds on trust for Jaze ;
- (e) The Customer is required to hold the proceeds of any sale of the goods on trust for Jaze in a separate account and not mix those proceeds with any other monies;
- (f) If the Customer uses the Goods in some process or activity of its own or with some third party, then the Customer shall hold such part of the proceeds of such process or activity as relates to the Goods on trust for Jaze. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Jaze at the time of the receipt of such proceeds.

The Customer must keep that part of the proceeds separate on trust for Jaze and not mix those proceeds with any other monies;

### **6. Risk and Insurance**

Notwithstanding that property and title in the Goods may not have passed, the risk of loss or damage to the Goods and/or insurance responsibility for theft, damage or otherwise in respect to the Goods will pass to the Customer once the Goods have been dispatched to the Customer.

### **7. Exclusion of Liability and Loss or Damage**

- (a) Except as expressly provided to the contrary in this Agreement, all representations, warranties, undertakings, inducements, representations, terms and conditions in relation to the Goods or to these Terms & Conditions (whether express, implied, statutory or otherwise) are hereby excluded to the maximum extent permitted by law.
- (b) Without limiting the generality of the preceding clause, Jaze shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise, directly or indirectly, in respect of the Goods. The total liability of Jaze for loss or damage of every kind arising out of the purchase of the Goods, whether in tort, contract or any other cause of action, is limited to the repair or replacement of the Goods not exceeding the purchase price of the Goods.
- (c) Where any Act of Parliament implies in this Agreement any term, condition or warranty and such Act avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this Agreement. However, the liability of Jaze for any breach of such term, condition or warranty shall be limited at the option of Jaze to any one or more of the following:
  - (i) The provision of the goods again; or
  - (ii) Payment of the costs of having the relevant goods provided again at the option of Jaze.
- (d) Any claim by the Customer in respect of defective Goods must be made by telephone and confirmed by facsimile or email to Jaze within 48 hours of the date of delivery of the Goods to the Customer.
- (e) The Customer indemnifies and holds harmless Jaze against any and all actions, claims, proceedings, costs, losses, expenses, liabilities, including legal fees, whatsoever and howsoever caused or arising out of, in connection with or resulting from the Goods or the use of the Goods including the manufacture, delivery, use, operation and/or erection of the nominated materials and all damages or injuries caused thereby to anyone whatsoever.

### **8. Warranties**

- (a) The Customer acknowledges that Jaze relies on the plans specifications and information provided by the customer or the customers nominated third party in providing the goods and acknowledges that Jaze is not liable for, and hereby releases Jaze from, all claims in respect of faulty or defective plans specifications and information.



### 9. Privacy

- (a) Jaze only use and collect personal information about the Customer where the information is necessary for us to perform one or more necessary functions or activities.
- (b) Jaze uses and collects personal information about the Customer primarily in connection with the sale and/or supply of the Goods and for the secondary purposes of billing and account management, in accordance with the Information Privacy Principles contained in the Privacy Act 1988.
- (c) If the Customer does not provide the personal information requested, Jaze may be restricted in, or prevented from performing any one or more of its functions in connection with the sale and/or supply of the Goods.
- (d) Jaze may disclose personal information about you for the purposes set out in Clause 9.2 hereof to suppliers, agents and/or contractors who may need the information in order to provide us with supplies, thereby enabling us to perform our functions and activities in connection with the sale and/or supply of the Goods to you.
- (e) The Customer may request access to personal information we hold about you and Jaze shall grant you access to the same. In the event that any information we hold about you, is inaccurate, you may also contact us to request that the relevant information be corrected as soon as is practically possible.
- (f) For the purposes of the ongoing credit management of the Customer's account, it may be necessary to disclose to a Credit Reporting Agency, information about the Customer or your account held with us, including but not limited to the following:
  - (i) Personal details for the purposes of identification, such as, your name, current and/or previous addresses, occupation, Driver's Licence number, and date of birth;
  - (ii) Details of the Application submitted to us by you, including particulars of any credit limit on your account;
  - (iii) Details of any amounts overdue for at least ninety (90) days, after reasonable steps have been taken by us to recover any such overdue amounts;
  - (iv) Where such amounts have previously been reported but no longer remain outstanding, confirmation that payment of such outstanding amounts has been made;
  - (v) Details of cheques, credit card or direct debit payments which have been dishonoured;
  - (vi) Particulars of any Court judgments or bankruptcy orders made against you;
  - (vii) Confirmation that you have breached the terms of your Agreement with us;
  - (viii) The date upon which we cease sell or supply the Goods to you, as a result of your breach.
- (g) The Customer authorises Jaze to disclose the information set out in Sub Clauses 9.6(a)-(h) to a Credit Reporting Agency, that we as a credit provider, are permitted to give under the Privacy Act 1988.

### **10. Personal Property Securities Act**

- (a) Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.
- (b) For the purposes of the PPSA:
  - (i) Terms used in this clause 6 that are defined in the PPSA have the same meaning as in the PPSA;
  - (ii) These Terms are a security agreement and Jaze has a Purchase Money Security Interest in all present and future goods supplied by Jaze to the Customer and the proceeds of the goods;
  - (iii) The security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
  - (iv) The Customer must do whatever is necessary in order to give a valid security interest over the goods and their proceeds which is able to be registered by Jaze on the Personal Property Securities Register.
- (c) The security interest arising under this clause 6 attaches to the goods when the goods are collected or dispatched from Jazes' premises and not at any later time.
- (d) Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
- (e) Jaze and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.
- (f) To the extent permitted by the PPSA, the Customer agrees that:
  - (i) The provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on Jaze will apply only to the extent that they are mandatory or Jaze agrees to their application in writing; and
  - (ii) Where Jaze has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- (g) The Customer must immediately upon Jazes' request:
  - (i) Do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
  - (ii) Procure from any person considered by Jaze to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Jaze may at any time require.

- (h) Jaze may allocate amounts received from the Customer in any manner Jaze determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by Jaze.

### **11. General**

- (a) These terms and conditions shall be governed by the laws of the State of Victoria.
- (b) In the event that any of the provisions herein contained shall be held to be unenforceable or invalid all other provisions shall continue in full force and effect to the extent that they can be severed from the part which has been held to be unenforceable or invalid.
- (c) You may not assign or transfer any of its rights under these terms and conditions without Jazes' consent.

**ADDITIONAL TERMS AND CONDITIONS OF CREDIT AGREEMENT WITH JAZE NOMINEES PTY.LTD. (A.C.N. 005 082 128) N.B. THESE ADDITIONAL TERMS AND CONDITIONS OVERRIDE THE GENERAL TERMS AND CONDITIONS**

1. If the applicant is a trustee of any trust it hereby warrants having authority and power to trade with Jaze and to charge its land in accordance with these Terms and conditions under the trust instrument and by operation of law.
2. The applicant shall no later than 14 days prior to any proposed change of ownership, shareholding, effective control or of directors of the applicant notify Jaze of the proposed change(s) in writing.
3. Where Jaze is unable to deliver goods because of a matter beyond its control any date specified for delivery shall be extended until the cessation of such matter(s).
4. Jaze shall not be liable whatsoever for any direct, indirect or consequential loss or damage suffered by the applicant or any third party caused directly or indirectly by non-delivery or delay in delivery of goods by the date or dates as may be specified by Jaze or the applicant.
5. The applicant shall pay Jaze for all invoiced goods on or before the expiration of 30 days from the end of the month in which Jaze invoices the applicant for the goods.
6. Where payment is overdue for goods supplied by Jaze it may at its option cancel any incomplete contracts or orders and all invoices issued to the applicant shall immediately become due and payable.
7. In the event of default of payment by the applicant in accordance with clause 5 hereof all debt recovery costs including but not limited to legal costs for a solicitor or the like shall be deemed to be part of the indebtedness of the applicant to Jaze . A certificate signed by a Director or a Secretary for the time being of Jaze as to any sum payable to Jaze shall be conclusive evidence and proof of the indebtedness of the applicant to Jaze at the date of such Certificate.
8. The applicant hereby agrees to charge its/his/hers/their interest and estate in all land within the Commonwealth of Australia presently held or hereafter acquired by it/him/her/them so as to better secure the performance of the applicant of these terms and conditions and the applicant hereby consents to the lodging of a Caveat(s) by Jaze on all Certificate(s) of Title to any land so held by the applicant.
9. Jaze may terminate the supply of goods and credit and thereupon all monies shall become payable and clause 5 shall not apply in the event of:
  - (a) The applicant committing an act of bankruptcy or declared bankrupt;
  - (b) The commencement of winding-up proceedings against the applicant;
  - (c) The appointment of an Administrator or Controller pursuant to the Corporations law, or the applicant entering into an informal scheme of arrangement with its creditors;  
A cheque drawn by the applicant in favour of the company being dishonoured by the applicant's bank;The applicant ceasing to trade or carry on business in the usual manner or;
  - (d) The applicant otherwise being in breach of these terms and conditions.
10. Jaze may from time to time require further security on terms and conditions which the Company in its absolute discretion thinks fit as a condition of continuing to supply goods on credit.



11. Until Jaze has been paid in full for all goods supplied by it to the applicant under any contract whatsoever between Jaze and the applicant the property in all goods shall remain the property of Jaze notwithstanding delivery. In the event of breach of clause 5 hereof Jaze shall be entitled to enter upon any premises of the applicant for the purpose of removing all goods of Jaze. The applicant acknowledges that it is in possession of all goods solely as bailee for Jaze until payment for all goods has been made by the applicant.

13. This agreement shall at all times be governed by the laws of the state of Victoria and the applicant and Jaze agree that in respect of any claim or dispute regarding these terms the appropriate Court of the State of Victoria shall have exclusive jurisdiction to determine such claim.

14. The applicant hereby acknowledges and agrees to be bound by each and every of the abovementioned terms and conditions and by the terms and conditions of sale of Jaze. The applicant further acknowledges having read and understood all of such terms and conditions and hereby warrants being duly authorised to legally bond the applicant to this agreement of the supply and delivery of goods on credit.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SIGNATURES OF ALL DIRECTORS/PARTNERS OF APPLICANT(S)/SOLE TRADER**

NAME..... SIGNATURE.....

WITNESS.....

NAME..... SIGNATURE.....

WITNESS.....

NAME..... SIGNATURE.....

WITNESS.....



**IN CONSIDERATION** of the Supplier having agreed to provide credit to the Company the name and address of which is set out in the First Schedule hereto (hereinafter called "the Company") at our request **WE DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Supplier the due, punctual and proper payment and performance by the Company as and from the date hereof of all and singular the monies from time to time outstanding owed by the Company to the Supplier and in accordance with the trading terms and conditions as agreed between the Supplier and the Company and **DO HEREBY JOINTLY AND SEVERALLY AGREE TO INDEMNIFY** and to keep indemnified the Supplier against all and any loss damage costs and expenses suffered or incurred by the Supplier as a result of any failure by the Company in the due, punctual and proper payment and performance by the Company as aforesaid **AND THE GUARANTORS HEREBY COVENANT** with and declare to the Supplier as follows:

1. That if at any time any default shall be made in payment of any monies whatever due and payable by the Company to the Supplier the Guarantors will forthwith on demand by the Supplier pay the whole of such monies then due and payable by the Company.
2. That if for any reason whatsoever:
  - (a) the Company ceases to be bound to pay the outstanding monies to the Supplier or;
  - (b) the obligations of the Company for payment of the outstanding monies are abrogated reduced diminished or modified in any way (otherwise than by performance of all its obligations thereunder or otherwise than by express agreement in writing to which the Supplier is a party) whether by operation of law or otherwise including but not limited to disclaimer of the outstanding monies by any Liquidator or by any person who is or purports to be entitled by law to disclaim the same then and in any such event:
    - (i) the Guarantors will pay to the Supplier an amount equal to the total damages (whether direct or consequential) caused to the Supplier by reason of the Company having so ceased to be bound or having its obligations so abrogated reduced diminished or modified;
    - (ii) the Guarantors shall in addition do all such other acts and things as the Supplier may require to place the Supplier in as a good as position in which the Supplier would otherwise have been had the Company performed its obligations pursuant to any agreement between the Company and the Supplier including but not limited to all and any costs and expenses incurred by the Supplier as a result of the Company's default; and
    - (iii) the Guarantors agree to indemnify and keep the Supplier indemnified in relation to any loss or damage suffered by the Supplier and this Guarantee shall be read and construed as if it was an indemnity by the Guarantors given to the Supplier to keep the Supplier indemnified for any loss and damage and generally suffered by the Supplier as a result of any failure by the Company to pay all and any outstanding monies to the Supplier by the Company.
3. That this Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be discharged by the winding up of the Company or of the Guarantors or by death of a Guarantor if a natural person.

4. That this Guarantee and Indemnity shall not be affected by any waiver or indulgence whether as to time or otherwise or by any variation of the terms of any Agreement for the provision of credit between the Supplier and the Company or extension which the Supplier may grant or agree to and shall not be affected by any want of capacity or due execution by the Company or by any other matter or thing which but for this Clause would modify or abrogate the liability of the Guarantors.
5. That the Guarantors will not compete with the Supplier for any dividend or distribution in any winding up scheme of arrangement or official management of the Company.
6. That the Guarantee herein given shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligations howsoever created and in particular shall be independent of any Agreement between the Company and the Supplier to the intent that the Guarantee shall be enforceable without first taking any steps or proceedings against the Company.
7. In the interpretation of this Guarantee:
  - (a) The expressions "the Guarantors" "the Company" and "the Supplier" shall include their respective successors and permitted assigns;
  - (b) Where there is more than one Guarantor the obligations on their part herein contained shall be joint and several;
  - (c) Words importing persons shall include companies and corporations and words importing the masculine gender shall include the feminine and neuter gender as the case may require and words importing the singular or plural shall include the plural or singular numbers respectively.
8. For better securing the obligations on the part of the Guarantors to be performed pursuant to this agreement the Guarantors hereby charge all their respective estates and interests whatsoever they may have in any real estate or property in the Commonwealth of Australia with the due payment to the Supplier of all monies that are or may become payable to the Supplier under this agreement or otherwise arising therefrom and to the extent that the Supplier may so long as any monies shall remain outstanding by the Company to the Supplier lodge and maintain a Caveat against the title to any property in which a Guarantor may have an interest or estate as aforesaid.
9. This agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the jurisdiction of the courts of that State including all courts of appeal therefrom.





**FIRST SCHEDULE**

**The Company**

.....PTY LTD (ACN .....

the registered office of which is situated at .....

.....

Executed as a deed this                      day of                      20

**Signed, sealed and delivered by the said guarantors**

Signed By:

NAME.....

SIGNATURE.....

*(Guarantor)*

WITNESS.....

Signed By:

NAME.....

SIGNATURE.....

*(Guarantor)*

WITNESS.....

Signed By:

NAME.....

SIGNATURE.....

*(Guarantor)*

WITNESS.....

Signed By:

NAME.....

SIGNATURE.....

*(Guarantor)*

WITNESS.....