

Acknowledgement

Print name:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the Terms and Conditions Of Trade (overleaf or attached) of Furnware Dorset (VIC) Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Buyer I shall be personally liable for the performance of the Buyer's obligations.

| Signed (Buyer) | |
|--|-----------|
| Name: | Position: |
| | |
| | |
| Guarantee & Indemnity | |
| In consideration of the Seller approving and accepting this application for a credit account by the Buyer, I/We, the persons whose signature appears below, jointly and severally guarantee to the Seller the due and punctual payment by the Buyer of all monies owing or payable by the Buyer to the Seller and the due performance and observance by the Buyer of the terms and conditions set out above and of the additional conditions of sale that may apply from time to time. | |
| I/We, the persons whose signature appears below, warrant that we have authority to bind the company in respect of this agreement. This guarantee shall be a continuing guarantee to the Seller for the whole of the Buyer's indebtedness or liability to you in respect of the goods and services supplied or to be supplied to the Buyer or upon any other account whatsoever. | |
| Furthermore, this Guarantee will act as an indemnity for all interest and costs, legal or otherwise, incurred by the Seller in recovery of debts due by the Buyer. | |
| I/We agree that the Seller may register a charge upon any assets, including real estate owned by me/us, should the Buyer fail to pay any amount due and payable according to the Terms and Conditions of trade and this Guarantee is evidence of my / our express consent for the Seller to register such charge to encumber our / my real estate that I may own from time to time. | |
| For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the Personal Property Securities Act 2009. The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register. | |
| The Guarantors agree to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) contained in this document. | |
| By signing below I agree to be bound by the terms of this Guarantee: | |
| Signature As Guarantor: | Date: |
| Print name: | |
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| Signature As Guarantor: | Date: |
| Print name: | |
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