

NOTIFICATION AND AGREEMENT FOR APPLICANTS

TO BE SIGNED AND RETURNED WITH APPLICATION FORM.

On page 6 of the attached application form there is contained a Guarantee Indemnity and Charge which we require you to complete prior to processing of this application.

The Guarantee imposes a personal obligation for you to pay any monies outstanding at any time by the applicant under this agreement for supply of credit by our company. You must read the provisions carefully and for that purpose we ask that you do not complete the application today but have the opportunity of taking the document with you.

If you are concerned as to it's terms we would recommend that you seek independent legal advice.

At all times we wish to act reasonably with you as regards the completion of this document and trust you will take this opportunity to have this document accurately explained to you so that you understand it's provisions and effect.

As guarantors of _____, we

hereby request a credit limit of \$_____

SIGNED _____

DATE _____

NAME _____

SIGNED _____

DATE _____

NAME _____

DEED OF GUARANTEE AND INDEMNITY

1) Guarantee

In consideration of the agreement of the Creditor to supply the Customer with goods on this 30 day trading account or any other account the Guarantors by signing this application unconditionally guarantee to the Supplier the payment by the Customer for all goods supplied to the customer now or in the future by the Supplier together with any interest charges and damages for which the customer may be liable to pay the Supplier, whether such agreement(s) are in writing, oral or implied and subject to the following conditions.

2) Construction of Deed as Indemnity

If any of the obligations hereby guaranteed are not at any time enforceable against the Customer, then this guarantee shall be construed as an indemnity, and the Guarantor hereby indemnifies the Supplier in respect of any failure by the Customer to make any payment or perform or observe any covenant or obligation referred to in clause 1 of this guarantee.

The liability of the Guarantor shall not be affected by the Supplier granting time or other indulgence to or compounding with the Customer, or by the insolvency or liquidation of the Customer, or its change of name or constitution. Should any such events occur, the Guarantor agrees to execute such further guarantees and indemnifies as the Supplier requires.

3) Charge on Property

The guarantor hereby charges all his or her real estate wherever situated and whether now owned or acquired in the future, with payment of all monies due from time to time to the Creditor pursuant hereto.

As security for the performance of the terms hereof by the Guarantor (and every person constituting the Guarantor if more than one) the Guarantor hereby charges in favour of the Creditor all of the interest of the Guarantor in any freehold land in Australia being the property of the Guarantor and agrees to deliver to the Creditor within seven (7) days of written notice from the Creditor a memorandum of mortgage in registrable form payable on demand and incorporating the covenants contained in Memorandum Q860000 registered at Land and Property Information, Sydney in New South Wales or in respect of freehold land in other jurisdiction, being property of the Guarantor, incorporating the covenants contained in the Creditor's standard form of mortgage in respect of the relevant jurisdiction .

For the consideration as set forth within this guarantee and to better secure the proprietary interests of the creditor and the performance of each and every obligation owed to the creditor hereunder and by way of security, the Creditor is hereby irrevocably granted and given power and irrevocably appointed the true and lawful attorney (with the power from time to time to appoint or remove a substitute or substitutes) of the Guarantor while any monies remain owing to the Customer and/or the Guarantor to the Creditor herein or arising out of the provision of goods and services to the Creditor by the Customer in the name of the Guarantor and the creditor to do any one or more of the following acts, matters or things:

- a) to do any act or sign, seal, deliver or execute any document to carry out or in connection with the exercise of all or any of the powers herein contained or implied;
- b) to do any matter, act or thing which the Guarantor should do or have done hereunder;
- c) to execute the mortgage in the form referred to in this clause

AND the Guarantor hereby authorizes and consents to the creditor taking all action necessary to give effect to this guarantee including without limitation the lodgment of a caveat upon the title of the Guarantor's real property.

4) Parties Bound

This Deed binds each individual Guarantor and its personal representatives, heirs, successors and assigns. Where the Guarantor consists of more than one person or Company, their obligations hereunder are joint covenants, agreements and indemnities of each of them and the liability of any such person or company shall not be affected by:

- a) Any other such person or Company failing to execute this Deed, or failing or ceasing to be bound by it;
- b) this Deed not being, or ceasing to be, legally enforceable against any such person or Company;

- c) any such other person or Company being or becoming legally incapable or giving or entering into this Deed or abiding by its provisions; or the death, bankruptcy, insolvency or liquidation of any such other person or Company.

5) Applicable Law

This Deed shall be governed by construed in accordance the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

6) Expenses Relating to this Deed

All costs, outgoings and other expenses of the preparation of this Deed, its stamping and registration and any action to enforce it shall be borne by the Guarantor.

The Guarantor(s) hereby acknowledge;
This application form has been provided by the supplier to enable us to obtain independent legal advice and we have taken the relevant action.
We have read and fully understand the terms and conditions in this application.
The information provided is true and correct to enable the Supplier to assess the application for commercial credit.

Executed as a Deed by the Guarantors

NAME WITNESS Print Name

ADDRESS..... ..

..... DATE

DATE WITNESS SIGNATURE

SIGNED BY THE GUARANTOR

.....

NAME WITNESS Print Name

ADDRESS..... ..

..... DATE

DATE WITNESS SIGNATURE

SIGNED BY THE GUARANTOR

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