

APPLICANT’S DECLARATION

The Applicant requests Sealanes to open an account upon the terms & conditions of trading set out overleaf and acknowledges having read and understood such terms & conditions of trading and agrees to be bound by the same. The Applicant and the signatory to this application further acknowledge that the information provided in this application is true and correct and has been relied upon by Sealanes to determine whether to grant the Applicant credit and that the signatory has full authority to complete this application on behalf of the Applicant.

BUSINESS PURPOSE DECLARATION

The Applicant hereby acknowledges for the purposes of section 13 *National Consumer Credit Code* (“**Code**”), as having made this declaration before entering into the Agreement, and that the credit (if any) which is to be provided under the Agreement (if entered into) is to be applied wholly or predominantly for a purpose that is not a Code purpose.

Dated: / /

Signature by Applicant / Signed on behalf of Applicant:

Print Full Name of person signing on behalf of Applicant :

Position of person signing on behalf of Applicant:
.....

PRIVACY & PROTECTION OF INFORMATION - PRIVACY ACT 1988

Sealanes is committed to protecting the privacy and confidentiality of information it collects from retailers. Sealanes is also bound by the Privacy Act 1988 (as amended) and therefore must comply with the Australian Privacy Principles (“APP”) which govern the collection, use, handling and disclosure of personal and sensitive information.

Sealanes requires information from you, the guarantors and directors to properly assess your application for a commercial credit trading account and/or to assess the credit worthiness of any guarantor. If Sealanes is unable to obtain all the relevant information it requires it may not be able to approve your application for a trading account. Accordingly, Sealanes asks you, the guarantors and directors to provide your consent for Sealanes to obtain information about you, the guarantors and directors and about each of your credit history and for Sealanes to use and/or disclose such information for the purposes of assessing your application and, if approved, for monitoring your account. Sealanes may, in the course of assessing your trading account application and/or monitoring your account if approved, obtain information about you, the guarantors and directors & disclose information about you, the guarantors and directors to a Credit Reporting Agency, credit providers whom may have provided credit to you, the guarantors and directors and other suppliers whom may have supplied goods to you, the guarantors and directors on credit.

The information obtained by Sealanes with each of your consent will be held by Sealanes and each of you can obtain details of the information about each of you held by Sealanes by contacting the Privacy Officer, Sealanes (1985) Pty Ltd. Under the Privacy Act 1988 (as amended), each of you have the right:

- (a) to have access to your personal information except in certain circumstances where denial of access to your information is allowed under the Privacy Act 1988 (as amended);
- (b) to have any amendment made to your information so that such information is complete, accurate and up-to-date; and
- (c) where Sealanes denies each of you access to your information, to receive a reason for any such denial.

CONSENTS

I / We acknowledge that I / We have:

- a) made an application for credit from Sealanes in the form of a Trading Account and/ or
- b) been asked to provide a Guarantee in relation to an application for credit from Sealanes in the form of a Trading Account.

I / We hereby consent to Sealanes undertaking any of the following at any time:

1. **Commercial Credit Information:** seek & use commercial credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
2. **Consumer Information:** seek & use consumer credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
3. **Collection of Overdue Payments:** seek & use a credit report about me/us provided by a credit reporting agency to collect overdue payments from me/us.
4. **Exchange Information between Trade Suppliers:** Seek from & use or give to another Trade Supplier any information about my/our credit worthiness, credit standing, credit history and/or credit capacity.
5. **Exchange of Information with Advisers:** Seek from & use or give to any financial consultant, finance broker, accountant, lawyer or other adviser acting in connection with any application by me/us for a commercial credit trade account or the monitoring of the same any personal or commercial information regarding me/us or the credit trade account.
6. **Provide Information to Credit Reporting Agencies:** Give to a Credit Reporting Agency personal or commercial information about me/us. The information may include (but is not limited to) identity particulars, the fact that I/we have made an application for a commercial credit trading account, the fact that Sealanes is a current creditor to me/us, details of any payments which have become overdue by more than sixty (60) days, details of any payments which are overdue and for which action has been commenced, details of any payments made and/or which are no longer overdue, advice that cheques drawn by you have been dishonoured more than once.
7. **Provision of Information to Guarantors:** Provide information to any person who proposes to guarantee or who has guaranteed the payment of any amounts to Sealanes.
8. **Disclosure of Personal Information:** Disclose personal information about me/us to any parent or affiliate company, associate, contractor or agent of Sealanes involved in the day to day assessment and/or monitoring of the commercial credit trading account provided to me/us.

I/We authorise Sealanes, their servants & agents to make enquiries and obtain references as they consider necessary or desirable in relation to my/our application. I/We understand and agree that Sealanes may not be able to provide me/us with the commercial credit trading account if I/we do not supply/consent to Sealanes obtaining personal information about me/us. This privacy consent applies to the applicant for commercial credit plus directors or officers or other persons signing the attached guarantee. Therefore this consent must be signed by or for the applicant as well as being signed by any person providing a guarantee.

Note: Must be acknowledged by all guarantors and applicants (being Directors, Partners, Trustees and Sole Traders)

	Signed	Print Name	Date
1.			
2.			
3.			
4.			

SEALANES (1985) PTY LTD STANDARD TRADING TERMS

These Trading Terms shall govern the sale and delivery of goods by Sealanes to its Customers ("the Customer").

Application of Terms and Account Procedures

1. These terms and conditions shall apply to the exclusion of all other terms and conditions including but not limited to any terms and conditions of the Customer. If the Customer does not wish to receive goods on the terms and conditions set out in this Agreement (as amended from time to time), the Customer must notify Sealanes and return the goods to Sealanes within 48 hours of receipt or the date of amendment of this Agreement, otherwise the Customer will be deemed to have accepted the goods on the terms of this Agreement.
2. No Goods will be supplied by Sealanes to the Customer on any other terms or conditions other than those set out in this document.
3. Sealanes will only offer goods on credit and credit terms once a completed official Sealanes "Application for Commercial Credit Account" has been completed and subsequently approved by Sealanes as notified to the customer in writing.
4. Any subsequent store locations must also be approved by Sealanes before Sealanes products can be distributed from another outlet.
5. The granting of credit terms for new or existing accounts is entirely at Sealanes' discretion and Sealanes may withdraw or vary credit terms upon 48 hours written notice to the Customer.
6. Sealanes reserves the right to refuse or cease supply to any Customer or prospective Customer for any reason and such reason will be notified to the Customer in writing.

Sourcing and Distribution Policy

7. The Customer will use its best endeavours not to source Sealanes products other than from Sealanes (1985) Pty Ltd or its related entities (as that term is defined in the Corporations Act 2001).
8. Sealanes products may not be sold from a location outside the physical boundaries of the Customer's approved store location without prior written consent from Sealanes unless agreement is reached between the parties.
9. Sealanes reserves the right to suspend the use of a Customer's account if the Customer sells or offers to sell Sealanes products to or purchase or offer to purchase Sealanes products from non-approved outlets. Upon suspension of the account, it will be by agreement that the account is reopened.

Payment Terms

10. All accounts are due and payable within the given terms stated on the relevant invoice or statement or as otherwise notified by Sealanes on approved credit trading terms.

Defaults

11. Should the Customer fail to pay an account by the due date:
 - (a) Sealanes may charge interest on any overdue invoice at the rate of 18% per annum calculated and payable daily, compounded from the due date until the invoice is paid in full;
 - (b) Any discounts that apply (including but not limited to off-invoice discount and settlement discount) will be disallowed if payment is not received on or before the date required in accordance with these terms. Any disallowed discounts will be due and payable immediately;
 - (c) Where any part of the trading account has not been paid within the time specified in this agreement and has fallen into arrears then the totality of the account whether or not in arrears shall become immediately due and payable;
 - (d) The Customer's account may at Sealanes' discretion be subject to suspension of supply of goods or permanent closure upon the provision of 48 hours notice;
 - (e) Sealanes may take legal action to recoup any debt which is likely to result in the closure of the account;
 - (f) The Customer shall also be liable to pay all reasonable costs and expenses to Sealanes on demand (including without limitation all legal costs and disbursements on a solicitor/own client basis) and all mercantile agents fees incurred by Sealanes in recovering any amounts outstanding;
 - (g) The Customer agrees to provide full details of its credit card account to Sealanes. If the Customer's account is not paid in full by the due date, Sealanes reserves the right to debit this amount to the Customer's credit card together with any credit card fees that may be charged to Sealanes in respect of the transaction upon the provision of 24 hours notice in writing to the Customer. The Customer will be

notified in writing of any amounts so debited and agrees to Sealanes charging 1.6% on account of fees if such payments are received using Visa / Mastercard, 3% on account of fees if such payments are received using American Express or Diners, and that such charges will be taken at time of processing.

12. Where any person has a financial interest in two or more Sealanes Accounts ("inter-related accounts") and any one of the inter-related accounts fails to observe these trading terms then all inter-related accounts shall be subject to suspension of supply and account cancellation procedures and invoices rendered to all inter-related accounts shall become immediately due and payable.
13. An account may be subject to suspension or closure if the Customer breaches these Trading Terms or where any other guidelines or policies issued from time to time are not observed.
14. Any account together with any inter-related account will be immediately and permanently closed if in Sealanes' sole opinion the Customer:
 - (a) sells or offers to sell or purchases counterfeit Sealanes products;
 - (b) engages in deceptive or illegal conduct that has an adverse effect on Sealanes; or
 - (c) on-sells or supplies Sealanes products to or purchases Sealanes products from non-approved outlets.
15. Should an account be closed, Sealanes may immediately reclaim any advertising or point-of-sale material incorporating Sealanes Trade Marks or other Sealanes intellectual property that has previously been supplied and the Customer irrevocably grants permission for Sealanes servants and agents to enter its premises to reclaim such material.

Payment Before Delivery Sales

16. For Payment Before Delivery Sales, full payment in the form of cleared funds must be received and verified by Sealanes prior to delivery of products being made. Sealanes shall at all times and at its sole discretion have the right to supply goods on a Payment Before Delivery basis and not offer credit irrespective of whether credit has been previously provided.

Prices

17. The Customer acknowledges and accepts that all prices quoted in the Sealanes price list and catalogues are subject to change with provision of 48 hours written notice. Sealanes reserves the right to invoice Goods supplied to the Customer at the revised prices provided written notice has been provided.

Freight and Administrative Charges

18.
 - (a) Sealanes shall bear all freight costs of delivering goods to the Customer where the Customer's place of business is situated within a metropolitan area within Australia. A non-metro store is classed as any store outside of the metropolitan area of all capital cities of the States and Territories of Australia, which is determined by the additional charges passed onto Sealanes by our nominated freight company.
 - (b) Deliveries to non-metro stores shall incur a delivery fee per delivery as advised by Sealanes to the Customer from time to time.
 - (c) Sealanes shall not be liable for freight costs on any goods returned to it by the Customer where a Return Authorisation Number (RA No.) has not been arranged prior to return (see clause 20 below).
19. Where Customer orders are below a minimum commercial value determined by Sealanes then Sealanes will also levy an administration fee for each delivery. The minimum commercial value and administration fee will be advised by Sealanes and may be varied from time to time with prior written notice to the Customer.

Customer Returns

20. The following rules apply in order for Customers returns claims to be accepted:
 - (a) The return of goods will not be accepted without prior authorisation from Sealanes or its authorized representative and for this to occur a Sealanes Return Authorisation Number (RA No.) must be obtained before returning any product (including faulty product) by contacting the Customer Service Department on 08 9432 8800 within 24 hours after delivery of the goods to the Customer;
 - (b) Returns of unpacked goods will not be accepted;
 - (c) Returns of goods received by Sealanes after the period specified by Sealanes when granting authorisation for the goods to be returned will not be accepted;

- (d) In the event that Sealanes authorises a return of goods, no claim for the same shall be considered unless:
 - i. the goods are returned in the original packaging and in good order and condition;
 - ii. All price stickers, security devices or other non-Sealanes labelling or items must be removed otherwise returns will not be accepted or a charge for removal will apply;
 - iii. The goods are accompanied by documentation showing:
 - A. The Customer's name, address and account number/code;
 - B. The respective Sealanes invoice number;
 - C. Reason for return; and
 - D. The Sealanes Return Authorisation Number (RA No.);
- (e) Unauthorised or unacceptable returns may be returned to the Customer at the Customer's expense;
- (f) Special Make-Up Orders and Custom Product Orders may not be returned;
- (g) Customers must return goods only by Sealanes' nominated carriers (approved by Sealanes prior to the goods being freighted), otherwise freight will not be paid by Sealanes;
- (h) All returned goods shall be subject to an inspection by Sealanes or an authorised agent of Sealanes, before any claim will be considered;
- (i) Acceptance of the returned goods by Sealanes shall not constitute any acceptance of any claim; and
- (j) Sealanes reserves the right to raise credits at the lowest invoiced prices if original invoice details are not provided.

Other Claims

- 21. Short Delivery claims (where product is short delivered within the carton/s to the invoiced quantity) must be fully documented quoting the respective Sealanes invoice number and forwarded to the Sealanes Customer Service Department within 24 hours from the date of delivery of Goods to the Customer by Sealanes failing which all short delivery claims are time barred.
- 22. Non Delivery claims (when a full or part consignment has not been delivered to the invoiced quantity) must be fully documented quoting the respective Sealanes invoice number and forwarded to the Sealanes Customer Service Department within 24 hours from the date of invoice.
- 23. Incorrect pricing claims relating to either price, freight or administration charges, must be advised by the Customer to Sealanes within 24 hours of the invoice date in order for these claims to be considered.
- 24. All claims will be subject to investigation before a decision is made and any rejections by Sealanes will be communicated to the Customer. For the avoidance of doubt, non-compliance by the Customer with this Agreement will be considered in any investigation and may cause the claim to be rejected.

Cancellation of Orders

- 25. The following shall apply in relation to the cancellation of orders:
 - (a) Orders placed with Sealanes by the Customer shall not be cancelled without prior written approval of Sealanes;
 - (b) A request for cancellation will not be considered unless made in writing by the Customer to Sealanes and received by Sealanes not less than thirty (30) days prior to the scheduled delivery date;
 - (c) Special Make-Up Orders and Custom Product Orders may not be cancelled; and
 - (d) In the event that Sealanes accepts the cancellation of an order, Sealanes shall be entitled to charge any reasonable fees for the cost of work and materials and/or any administration costs incurred by Sealanes in preparing and cancelling the order.

Limitation of Liability

Loss or Damage in Transit

- 26. Sealanes is not responsible to the Customer or for any loss or damage to goods during transit caused by any event of any kind by any person (whether or not Sealanes is legally responsible for the person who caused or contributed to that loss or damage). Sealanes may provide the Customer with such assistance as may be necessary to press claims on carriers provided that the Customer:
 - (a) has notified Sealanes and the carriers in writing immediately after loss or damage is discovered on receipt of goods; and
 - (b) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the goods.

Exclusion and Limitation of Liability

- 27. Except as provided in these terms, and to the extent permitted by law, all express and implied warranties as to the supply of goods are expressly excluded. Sealanes is not liable to the Customer for any physical or financial injury, loss or damage or for direct, indirect or consequential loss or damage of any kind arising out of or in relation to the supply of the goods by Sealanes or arising out of any act or omission by Sealanes, its

employees, servants and agents. Notwithstanding anything to the contrary contained in these terms, Sealanes' liability is expressly limited to, at Sealanes' absolute discretion, either the replacement of the goods or the cost of obtaining equivalent goods.

Retention of Title

- 28. The Customer agrees that all goods supplied by Sealanes to the Customer shall remain the property of Sealanes and property in all goods supplied shall not pass to the Customer until such time as Sealanes has:
 - (a) been paid in full for all goods supplied;
 - (b) received payment of all other sums that are owing by the Customer to Sealanes; and
 - (c) the moneys owing referred to in (a) and (b) above have been collected and cleared by Sealanes.
- 29. Where Sealanes has not been paid in full for any goods supplied to the Customer and/or in full for any other amounts which are due for payment by the Customer to Sealanes, then:
 - (a) the Customer shall hold any such goods which it has been supplied by Sealanes upon trust and as a fiduciary for Sealanes and shall store and identify all such goods in a manner that clearly shows Sealanes' ownership thereof;
 - (b) the Customer must not sell any goods supplied without the prior written consent of Sealanes or except in the ordinary course of the Customer's business;
 - (c) the Customer shall have no right or claim to any right or interest in the goods to secure any liquidated or unliquidated debt or obligation that Sealanes owes or may owe to the Customer;
 - (d) the Customer may not claim any lien over the goods;
 - (e) the Customer agrees that it shall not create any absolute or defeasible interest in the goods or grant or allow any security interest in the goods or their proceeds in relation to any third party except as may be authorised by Sealanes; and
 - (f) without prejudice to Sealanes' rights as an unpaid Seller or any of its other rights or remedies to retake possession of Sealanes goods from the Customer, the Customer hereby agrees to deliver up goods to Sealanes upon demand by Sealanes and otherwise agrees that Sealanes may recover possession of the goods at any site owned, possessed or controlled by the Customer and the Customer agrees that Sealanes has an irrevocable licence to do so.
- 30. Where:
 - (a) title has not passed to the Customer in goods supplied by Sealanes to the Customer; and
 - (b) those Goods are sold to a third party by the Customer, then the proceeds of such a sale by the Customer, to the extent that they are deemed to equal in dollar terms the amount owing by the Customer to Sealanes on any account at the time of receipt of such proceeds, shall be held upon trust by the Customer for Sealanes in a separate account until such time as full payment is made of all amounts owing by the Customer to Sealanes.
- 31. The Customer agrees to indemnify and hold Sealanes harmless against all loss and damage incurred or sustained by Sealanes as a result of or in relation to the exercise of Sealanes' retention of title rights.
- 32. Clauses 28 to 31 above shall apply in respect of any goods supplied by Sealanes to an inter-related account of a Customer where the inter-related account is in default (see clause 12).

Force Majeure

- 33. If for any reason beyond the control of Sealanes including without limitation as a result of any strike, trade dispute, fire, tempest, theft or breakdown, orders cannot be filled at the time stipulated by the Customer, Sealanes shall (at its sole discretion and without prejudice to the rights of Sealanes to recover any sums owing to it in respect of deliveries made or provided prior to the date of such determination) be entitled to either:
 - (i) cancel any order for goods placed by the Customer with Sealanes; or
 - (ii) determine any contract between Sealanes and the Customer that may have arisen by reason of the operation of these terms; or
 - (iii) determine any trading account.
 The Customer shall have no claims for damages arising out of any such cancellation and/or determination whether or not the Customer receives notice of any such cancellation and/or determination.

Change of Ownership

- 34. The Customer shall give written notice to Sealanes within seven (7) days of any change of ownership or control of the Customer. The Customer hereby agrees to indemnify and keep indemnified Sealanes against any loss, damage, cost or expense incurred by Sealanes as a result of the Customer's failure to notify Sealanes of any such change of ownership and/or control. Sealanes reserves the right to vary any Customer order or terms of credit or hold or discount entitlements upon any change of ownership or control of the Customer.

Lien

35. The Customer hereby irrevocably grants Sealanes a general and specific lien and pledge over any and all goods belonging to the Customer which are in Sealanes' possession from time to time to secure payment of any amounts due and payable under these terms.

General

Certificate

36. A Certificate signed by an authorised representative of Sealanes and an authorised representative of the Customer will be prima facie evidence of the Customer's liability to Sealanes as at the date of the Certificate.

Variation of Terms

37. Sealanes reserves the right to vary all or any of these terms upon 7 days notice to the Customer. Clerical errors are subject to correction without notification. The Customer will be deemed to accept the variation if no dispute is raised within 7 days of the date of the notice.

Notices

38. You hereby agree:

- (a) Any notice by one party to the other shall be sufficiently served if served personally or by facsimile transmission or if posted by prepaid post to the party to be served at the registered office of such party or its last known place of business and shall be deemed to have been received within two (2) days of the date of posting if served by post and immediately upon transmission if served by facsimile transmission, and
- (b) That in addition to any other means permitted by law, any documents, notifications or court proceedings may be given or served upon you, your successors and permitted assignees in the same manner as any notice or document may be given under Part 8.5 of the *Personal Property Securities Act (2009)* ("PPSA") and shall be deemed so given or served

Waiver

39. No waiver of these terms shall be valid and operate unless such waiver is in writing and signed by the authorized representative of Sealanes.

GST

40. Unless otherwise agreed by Sealanes and the Customer, all amounts payable in relation to goods supplied to the Customer under this Agreement are expressed to be exclusive of GST. If GST is payable on a taxable supply as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) then the amount payable by the Customer for that taxable supply will be the amount expressed plus GST.

Severance

41. If any provision of this Agreement is found to be invalid or unenforceable then it is deemed to be severed and the remainder of this Agreement shall remain valid and in force.

Entire Agreement and No Merger

42. Unless otherwise agreed in writing, Sealanes and the Customer acknowledge that these terms and conditions constitute the entire agreement between them and that the only enforceable obligations and liabilities of Sealanes and the Customer in relation to its subject matter. All representations, communications and prior agreements are superseded by these terms and conditions. Where previous terms and conditions have been entered into between the Customer and Sealanes, the parties agree that this Agreement shall not act as a merger of their rights but that the terms contained under such previous Agreement shall be amended by the terms contained herein to the extent of any inconsistency.

Jurisdiction

43. These trading terms shall be governed by the laws in force in the State of Western Australia and the parties agree that all claims and disputes shall be determined in the Court of competent jurisdiction nearest Perth.

PPSA, PMSI and APAAP

44. The Customer hereby grants a charge to Sealanes over all and any of your present and after acquired property ("APAAP") and any interest in real property (current or future) as security for your indebtedness and obligations under this Agreement. The Customer agrees that the covenant to repay contained in this Agreement is a charge over any such interest in real property of the Customer and consents to a caveat being lodged against the title to any such real property or any interest in such real property owned by the Customer from time to time, including that where the Customer/s is/ are or becomes a trustee of a trust (whether or

not such trust is disclosed herein), the Customer in such capacity hereby charges all such real and personal property of such trust (including all present and after acquired property) with the obligations contained herein and declare that such charge is given in consideration of the terms herein, of Sealanes agreeing to sell or continue to sell to the Customer and at the request of and for the benefit of such trust. The Customer (in their own capacity and/ or as trustee as previously described) hereby and by way of security irrevocably appoints every officer and legal practitioner of Sealanes jointly and each of them severally as the Customer's lawful attorney ("attorney") with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any interest in real property of the Customer (in their own capacity and/ or as trustee as previously described) to secure the monies and obligations herein, if the Customer fails within a reasonable time of demand being made upon the Customer to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security.

45. For the purposes of section 20(1) and (2) of the PPSA, and to ensure maximum benefit and protection for Sealanes under the PPSA, you confirm and agree that you intend to and do grant to Sealanes, as security for your indebtedness and obligations, a charge over all of your present and after-acquired property.

46. You agree to do anything that Sealanes reasonably requires to ensure that Sealanes has at all times a continuously perfected security interest over all of your present and after-acquired property and agree and acknowledge that Sealanes may register its security interest on the register established pursuant to the PPSA.

47. Sealanes may allocate amounts received from you in any manner it determines, but in default will apply same first to payment of any unsecured amount owing to Sealanes, next as to any reasonable enforcement expenses and then as to any secured balance owing to Sealanes.

48. You agree to reimburse Sealanes for all reasonable costs and/or expenses incurred or payable by Sealanes in relation to registering, maintaining or releasing any financing statement or financing change statement under this Agreement or complying with any requirement under the PPSA (including but not limited to complying with any request for information from third parties if required).

49. You will not (except with the written consent of Sealanes) allow to be, or be liable to become, perfected or attached in favor of any person, a security interest or transitional security interest in any of the monies from time to time payable to Sealanes (if any) or otherwise, and whether to a provider of new value or otherwise).

50. You will not (as against any person who is a "related entity" of you for the purposes of the *Corporations Act 2001*) without the prior written consent of Sealanes, before or until all money payable to Sealanes in connection with the Agreement is paid in full:

- (a) exercise a right of contribution or indemnity;
- (b) claim the benefit of (for example, by subrogation), or seek priority ahead of, the transfer of or the benefit of a security Sealanes holds in connection with this Agreement;
- (c) try to reduce its liability to Sealanes through set off or counterclaim; or
- (d) prove in competition with Sealanes if you are unable to pay your debts when due.
- (e) seek to perfect or attach in favour of you or another (either jointly or severally) a security interest in any of your present or after acquired property which would rank in priority to the entitlements of Sealanes.

51. You waive the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interests under this Agreement.

52. You agree that you and Sealanes contract out of and nothing in the provisions of Sections 95, 96, 117, 118, 121(4), 130, 132(3)(d), 132(4), 142 and 143 of the PPSA shall apply to this Agreement.

53. You and Sealanes acknowledge that you are the grantor and Sealanes is the holder of a Purchase Money Security Interest ("PMSI") by virtue of this Agreement and/ or the PPSA.

54. You and Sealanes agree that the terms of this Agreement may be altered unilaterally by Sealanes giving thirty (30) days written notice to you.

55. You hereby consent and appoint Sealanes to be an interested person and your authorized representative for the purposes of section 275(9) PPSA.

General

56. Sealanes may assign or transfer this Agreement and/ or any security under the PPSA to a related body corporate at any time by written notice to you. You must not assign or transfer the benefit or obligations of this Agreement without the prior written consent of Sealanes, which Sealanes will not unreasonably withhold.

Confidentiality

57. You acknowledge that all pricing information and any other commercially sensitive or confidential information relating to this Agreement is strictly confidential (Confidential Information).

58. Except as stated in this Agreement or where required by PPSA, the parties to this Agreement are under an obligation to not and must not permit any of their officers, employees, agents, contractors or related bodies corporate to disclose any Confidential Information to any person, without the prior written consent of the party to whom the Confidential Information relates, other than:

- (a) to their professional advisers;
- (b) in the case of Sealanes, in assigning or enforcing or seeking to assign or enforce this Agreement, in a proceeding arising out of or in

connection with this Agreement, to a ratings agency or to the extent that disclosure is regarded by Sealanes as necessary to protect its interest; or

- (c) as required by law, a binding order of any government agency or any procedure for discovery in any proceedings..

59. The parties acknowledge and agree, for the purpose of section 275(6)(a) of the PPSA, that neither party may disclose any information or documents supplied by another party, including information of the kind referred to in section 275(1) of the PPSA, except in the circumstances in which disclosure is permitted pursuant to clause 58.

60. This clause, and clause 57, 58 and 59:

- (a) operates for the benefit of all parties; and
- (b) continues despite the termination of this Agreement.

Note: Must be acknowledged by all guarantors and applicants (being Directors, Partners, Trustees and Sole Traders)

_____ Signature of Applicant
_____ Print Name
_____ Date

_____ Signature of Applicant
_____ Print Name
_____ Date

_____ Signature of Applicant
_____ Print Name
_____ Date

_____ Signature of Applicant
_____ Print Name
_____ Date

_____ Signature of Applicant
_____ Print Name
_____ Date

_____ Signature of Applicant
_____ Print Name
_____ Date

Deed of Guarantee and Indemnity (Guarantee and Indemnity)

In consideration of Sealanes (hereinafter referred to as “the Seller”) agreeing to supply the following Company / Partnership/ Trust/ Sole Trader-

(hereinafter referred to as “the Customer”)

with goods on credit -

I/We	(name of Guarantor)	of	
&	(name of Guarantor)	of	
&	(name of Guarantor)	of	
&	(name of Guarantor)	of	

(hereinafter referred to as “the Guarantor” or “the Guarantors” as the case may be)

1. Do hereby jointly and severally guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Seller by the Customer on any account whatsoever.
2. **DECLARE** that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor/s shall remain liable hereunder notwithstanding the granting by the Seller of time, credit or any other indulgence or concession to the Customer or the Guarantor/s or the waiver by the Seller of any breach by the Customer of its obligations to the Seller or the Liquidation of the Customer or the bankruptcy or death of the Guarantor/s or all of them (as the case may be) or the liability of the Customer ceasing or becoming extinguished for any reason other than payment in full, or due to any variation in the Customer’s trading terms or any changes in the Customer’s corporate structure.
3. **DECLARE** that I/We will make due and punctual payments to the Seller upon demand being made by notice or letter given to the Guarantor/s and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor (and if more than one Guarantor, the address of each of them) as set out above.
4. **DECLARE** that the Guarantor/s shall pay all costs, fees, charges and expenses including (but not limited to) legal costs on a solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance of or failure to perform by the Guarantor/s of the covenants contained herein.
5. **DECLARE** that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable then this Guarantee shall be construed as an Indemnity and the Guarantor/s hereby indemnify and agree to keep indemnified the Seller in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee.
6. **DECLARE** that the proper law of this Guarantee shall be the laws of the State of Western Australia and that any proceedings to be taken by the Seller may be taken in the Courts of the State of Western Australia and the Guarantors agree that the covenant to repay contained in this Guarantee is a charge over all real and personal property of the Guarantors and consents to a caveat being lodged against the title to any real property or any interest in real property owned by the Guarantors from time to time, including that where the Guarantor/s is/ are or becomes a trustee of a trust (whether or not such trust is disclosed herein), the Guarantors in such capacity hereby charge all real and personal property of such trust (including all present and after acquired property) with the obligations contained herein and declare that such charge is given in consideration of the terms herein, Sealanes agreeing to sell or continue to sell to the Customer and at the request of and for the benefit of such trust . The Guarantor (in their own capacity and/ or as trustee as previously described) hereby and by way of security irrevocably appoints every officer and legal practitioner of Sealanes jointly and each of them severally as the Guarantor’s lawful attorney (“attorney”) with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any real property of the Guarantor to secure the monies and obligations herein, if the Guarantor fails within a reasonable time of demand being made upon the Guarantor to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security.
7. **AGREE** to be further bound by the terms of the trading terms set out above (as amended from time to time) and make the declarations and give the consents and authorities contained therein as if they were the Customer and the terms were repeated fully within this Guarantee and the Guarantors were the Customer named therein.
8. **DECLARE** that I/WE understand the nature and effect of this Guarantee & Indemnity and I/We declare that I/We have had the opportunity of obtaining independent legal advice prior to signing this Guarantee & Indemnity.

DATED the _____ day of _____, 20__

SIGNED, SEALED AND DELIVERED }
 by the Guarantor as a deed in }
 the presence of: }
 }

 Guarantor signature

 Witness signature

 Print Full Name

 Witness Address

SIGNED, SEALED AND DELIVERED }
 by the Guarantor as a deed in }
 the presence of: }
 }

 Guarantor signature

 Witness signature

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 Witness Address

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OFFICE USE ONLY

ACCOUNT NUMBER		CREDIT LIMIT		TERMS	
MATRIX		RUN NUMBER			
WAREHOUSE		SALES CODE			
INDUSTRY CODE		SALES PERSON			
APPROVED BY		SALES AREA			
REVIEWED (IF REQ'D)		SALES TERRITORY			