



TrussCorp Pty Ltd

ACN 124 771 848

PO Box 6194, YATALA DC QLD 4207 | 4 Formation St, WACOL QLD 4076

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ABN 99 124 771 848

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

In consideration of the Applicant named in Section (1) or (4) below, who hereby applies for a 30 day credit account in accordance with the company terms and conditions of sale and quotation and conditions of sale - Manufactured Products.

It is important that all information is supplied in full. An incomplete form may delay the processing of your application and a decision. If preferred, certain confidential information can be submitted direct to our Credit Manager or Insurer if so required.

PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS OF SALE, CAREFULLY

PLEASE USE BLOCK LETTERS

Date:

Section 1: If the applicant is a company

Company Name

Business Numbers

A.C.N.

A.B.N.

Trading Name /
Registered Business Name

Nature of Business

Years Established

No. of Employees

Business Address

Postal Address

Communication

Phone

Mobile

Fax

Email

A/C Payable Contact

Title

Previous Trading Name

Section 2: Director(s) / Proprietor(s) - Full Name and Addresses - Attach a list if more than two

1. Directors Name

Phone

Residential Address

Date of Birth

2. Directors Name

Phone

Residential Address

Date of Birth

Section 3: Company Registration

Date of Incorporation	<input type="text"/>	State Incorporated	<input type="text"/>
Authorised Capital	<input type="text"/>	Paid Up Capital	<input type="text"/>

Section 4: If Applicant is not a Company

Please Tick Sole Trader Partnership Trust

Business Name

Type of Business

A.B.N. Number of Employees

Business Address

Postal Address

1. Proprietor Name DOB: License No

2. Proprietor Name DOB: License No

3. Proprietor Name DOB: License No

Communication Phone Mobile Fax

Email

A/C Payable Contact Title

Date Of Registration Place of Registration

Section 5: All Applicants

No. Years in Business

BSA Registration # Class of Registration Nominee

Bank Contact

BSB Number Phone No

Credit Limit Requested Per Month Total Limit

Section 6: Trade Credit References

(Major suppliers only, with similar credit limits to the value requested on this application - Please supply contact numbers)

1. Company Name	<input type="text"/>	Avg Monthly Purchase	<input type="text"/>
Contact Person	<input type="text"/>	Fax	<input type="text"/>
		Phone	<input type="text"/>
2. Company Name	<input type="text"/>	Avg Monthly Purchase	<input type="text"/>
Contact Person	<input type="text"/>	Fax	<input type="text"/>
		Phone	<input type="text"/>
3. Company Name	<input type="text"/>	Avg Monthly Purchase	<input type="text"/>
Contact Person	<input type="text"/>	Fax	<input type="text"/>
		Phone	<input type="text"/>

Section 7: Trustee and Trustee Details

Is the Applicant a Trustee for a Trust or Company that will be Associated or Trading with the Supplier? Yes No

If Yes, Full Name of Trust

Full Name of Trustee

BY COMPLETING THIS APPLICATION, YOU ARE ACKNOWLEDGING THAT THESE DOCUMENTS WILL BE BINDING ON THE TRUSTEE IN ITS OWN CAPACITY AS WELL AS ITS CAPACITY FOR THE TRUST.

Section 8:

Have any of the directors / Proprietors named in the above section:

- Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily? Yes No
- Been refused credit, either individually, as a partner in a business or as Directors or Shareholder of a Company? Yes No

Section 9:

Are your trading premises Owned Leased Tenancy

Have Securities been given over any other Assets of the Customer? Yes No

If Yes, Please provide details

Does the Company have any Bills of Sale, Mortgages, Registered Charges, or directors Guarantees etc, over given assets? Yes No

If Yes, Please provide details

Section 10: Land / Property Owned by the Proprietor(s) / Director(s) / Company / Guarantor(s)

If any of the land is jointly owned and the joint owner(s) is/are not liable as a Proprietor, then the joint owner(s) may be required to complete the Deed of Guarantee and Indemnity:

Registered Owner	Address of real Property	Current Value	Mortgage/Encumbrance

Section 11: Statement of Applicant Assets and Liabilities

A copy of your current Balance sheet and Profit and loss statement will assist with the assessment of this application and justification and Credit Limit and will be treated in the strictest of confidence

Do not complete this section, if you have provided your financial statements separately.

Major Assets	Approximate Value

Major Liabilities	Approximate Liability

Your accountant:

Phone

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

<p>Equifax Australia Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621</p>	<p>Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312</p>	<p>NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820</p>
<p>Illion Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600</p>	<p>Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100</p>	

9. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

Section 12: Consumer Credit Code Declaration

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

Signature	<input type="text"/>
Print Name	<input type="text"/>
Date	<input type="text"/>

Signature	<input type="text"/>
Print Name	<input type="text"/>
Date	<input type="text"/>

IMPORTANT: You should not sign this declaration unless this loan is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

ACCEPTANCE BY APPLICANT OF TERMS AND CONDITIONS OF PROVISION OF CREDIT

(This page must be completed and signed by all Applicants, all partners and all directors.)

In consideration of the Supplier providing goods on credit, the Applicant agrees to be bound by the terms and conditions attached.

- (a) Those conditions will apply and will prevail over all other terms and conditions of the Applicant's order to the extent of any inconsistency. I/We agree that the Supplier reserves the right to accept or reject this application in its absolute discretion;
- (b) If signing on behalf of a company, I/we are duly authorised by the company to sign this application and warrant that the company will perform its obligations pursuant to this application.

THIS CREDIT APPLICATION WILL NOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED AND DATED

1. Signature	<input type="text"/>
Print Name	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text"/>
3. Signature	<input type="text"/>
Print Name	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text"/>

2. Signature	<input type="text"/>
Print Name	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text"/>
4. Signature	<input type="text"/>
Print Name	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text"/>

Section 13: The Guarantee and Indemnity MUST BE COMPLETED

(Please complete details below and then sign the attached Guarantee and Indemnity form)

Guarantor 1	<input type="text"/>
Guarantor 2	<input type="text"/>
Guarantor 3	<input type="text"/>

Address	<input type="text"/>
Address	<input type="text"/>
Address	<input type="text"/>

TERMS AND CONDITIONS

Payment terms

- Subject to clause 2, the terms of payment are strictly thirty (30) days from end of month (or such other period as nominated by the Supplier herein), TrussCorp Pty Ltd ABN 99 124 771 848 and its related bodies corporate (as that term is defined in the Corporations Act 2001) (Supplier) may, at any time, vary the terms and conditions of trade in accordance with the provisions of this agreement.
- Where the Applicant does not have an approved commercial credit account with the Supplier, the terms of payment are strictly as specified by the Supplier's invoice(s).
- The Applicant must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Applicant that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
- Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
- The Applicant acknowledges that the Supplier shall be at liberty to:
 - charge a surcharge for credit card transactions equal to the merchant fees incurred by the Supplier; and
 - withhold the release of any framing or other product certification, or any documents required by the Applicant until such time as the Applicant has made payment in full of all money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

Purpose of credit

- The Applicant acknowledges and agrees that any credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Prices

- All prices will be as quoted or in accordance with the Supplier's current price at the time of order whichever will be the higher. Verbal quotations are subject to written confirmation.
- Unless expressly stated otherwise, all prices quoted or specified are to be exclusive of GST. In addition to the price, the Applicant must pay the full amount of GST on the price of the Goods at the same time and in the same manner as the price of the goods.
- All prices quoted are these ruling at the date of issue and are based on rates for freight, insurance, sorting, packing, waste, cost of materials and other charges affecting the cost of production when the quote is made.

Quotations

- The Applicant is to check and confirm all sizes, quantities and dimensions prior to accepting the Supplier's quotation, as only those items displayed will be supplied, all extras will be charged to the Applicant or their account. Acceptance of the Supplier's quotation shall be confirmed by the purchaser in writing and be accompanied by sufficient information to enable work to proceed, failing either of which the commencement of work shall be withheld and requested delivery dates deferred until such time as the said information is received by the Supplier.
- If it is the final responsibility of the Applicant to ensure that the plans, information and relevant details contained in the documents provided for quoting are complete and accurate in every sense, information and changes to plans or special construction/fixing details that are provided to the Supplier after accepting the initial quotation will attract additional costs if not in accordance with the quotation. To avoid unexpected costs, the Applicant must provide all details and clear direction on its requirements at the quotation stage. The Supplier must receive all changes in writing before those instructions are deemed as being received and sub sequentially actioned.
- Layouts provided at the quotation stage must not be used for construction, installation layouts, details and set out dimensions of critical components will be supplied following the placement of order and design for manufacture is completed.
- The Supplier reserves the right to re-price all or any part of any quotation that has been ordered by the Applicant, where the delivery and/or invoice of the product has not occurred within ninety (90) days of the quotation's acceptance date.
- In any quotation the price of materials, transport and labour are quoted as at the date thereof. If any such price be varied in any way between the date of the quotation and the completion of the works so as to increase the total cost, the Supplier reserves the right to adjust the quoted price(s) accordingly and this clause shall apply to all quotations unless prices are stated therein as "fixed".
- All sizes and measurements required for goods or the manufacture thereof, the subject of any quotation, are to be supplied and guaranteed correct by the Applicant. Quotations given for bills of quantities provided by the Applicant are limited to the quantities and descriptions shown in such bills and the Supplier accepts no responsibility for the accuracy of or for an omission in such bills of quantities. The cost of any special packing and packing materials used in relation to goods are at the Applicant's expense regardless of any omission from any quotation.
- The Applicant acknowledges that the Supplier is not and does not represent to be qualified quantity surveyors. The Applicant acknowledges that in the choice of goods, the quantity, quality and specifications thereof and the assessment of their suitability for the purpose required, the Applicant has relied entirely on his own knowledge, skill and judgement. All specifications, drawings and details submitted are approximate only and any deviation will not void any contract or give rise to a claim from the Supplier. The descriptions, illustrations and performance statements in any brochure, price lists or advertising matter do not form part of the contract of sale or description of the goods. If any specifications are supplied by the Applicant the price is made on estimates of quantities required. Any adjustments to the quantities from quotation then the price will be adjusted on a unit rate basis according to unit prices set out in the quotation or other document supplied to the Applicant.

Formation of contract

- Quotations shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. The Supplier, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 20.
- Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. For the avoidance of doubt, the Supplier will not accept orders where the terms of supply are subject to retention of payment and/or liquidation damages.
- Each order constitutes an offer by the Applicant to acquire the goods subject to these terms and conditions and to the exclusion of any other terms and conditions asserted by the Applicant.
- A contract will be made between the Supplier and the Applicant for the supply of goods only when an order is accepted by the Supplier in writing and accompanied by sufficient information to enable the work to proceed, failing either of which, the Supplier shall be entitled to withhold commencement of work. Any additional work or variations to that specified in the quotation shall be at the additional cost to the Applicant and the Supplier will not proceed to execute same until confirmed and accepted in writing.
- No order may be cancelled except with the Supplier's consent in writing and on terms which will indemnify the Supplier against all losses.
- Credit requests and back-charges from the Applicant to the Supplier when submitted must be accompanied by the Supplier's order number. All other requests will be rejected.

Cancellation of orders

- Unless otherwise agreed in writing between the parties, the Applicant may not cancel an order (or any part of an order) unless the Applicant pays to the Supplier (in the Supplier's sole discretion) any and all costs incurred by the Supplier in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.
- Notwithstanding any other rights the Supplier may have under this agreement, the Supplier may cancel any order or delivery of any order, by providing written notice to the Applicant if the Applicant:
 - defaults in payment of any invoice by the due date;
 - enters into liquidation or, in the case the Applicant is an individual, becomes bankrupt; or
 - breaches an essential term of this agreement.
- To the fullest extent permitted by law, the Supplier accepts no liability for any loss whatsoever incurred by the Applicant or any third party as a result of the Supplier exercising its rights under clause 24.

Delivery

- Unless otherwise agreed between the Supplier and the Applicant, the Supplier may in its absolute discretion select a carrier to deliver the goods to the Applicant. All deliveries are net on ground unless otherwise agreed in writing.
- The Applicant acknowledges and accepts that any estimated delivery or supply of goods provided by the Supplier is an estimate only and the Supplier will not be liable for any loss suffered by the Applicant as a result of any delay in the delivery of goods or non-delivery of the goods (including occasion where manufactured products are not positioned on top plates).
- Delivery will be made within normal business hours between Monday to Friday, 8.00am to 5.00pm only (unless otherwise agreed to in writing).

- The Supplier will be conclusively presumed to have delivered the goods in accordance with this agreement if the goods are delivered to the consignment address, whether or not the Supplier obtains a receipt or signed delivery docket for the goods from any person.
- Delivery is deemed to occur at the earlier of:
 - the collection of goods from the Supplier by the Applicant or any third party on behalf of the Applicant;
 - the time of loading of goods at the Supplier's premises for the purpose of delivery to the Applicant.
- The Applicant acknowledges that it is the Applicant's responsibility to provide adequate and clear site access for all delivery vehicles (including semi-trailer and body trucks). The costs for recovering bogged vehicles, the costs of delays to the Supplier's representative's vehicles once at the Applicant's nominated site, fines for muddy or water laden sites, and any other costs and/or expenses incurred by the Supplier due to, or associated with, problems with access will be charged to the Applicant's account. Heavy vehicles are not permitted to cross street kerbing, channel, footpaths or car tracks without prior written or verbal permissions from the Applicant or the Applicant's representative (which including, without limitation, the Applicant's builder, sub-contractor and/or other tradesperson).
- The Supplier will not be responsible for any loss or damage to goods in transit. The Supplier will render the Applicant such assistance as may be necessary to press claims on carriers provided the Applicant will have notified the Supplier and the carrier in writing immediately loss or damage is discovered on receipt of goods and must lodge a claim on the carrier within three days of the date of receipt of the goods.
- The Supplier is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Applicant does not, or is unable to, accept delivery of the goods.
- The Applicant accepts that the Supplier may deliver goods by instalments and require payment for each separate instalment in accordance with these terms and conditions.
- Where goods have been manufactured to meet a confirmed delivery date as set by the Applicant and subsequently placed on hold, the Supplier reserves the right to charge/invoice the Applicant in the month in which delivery was to have been effected.
- The Applicant acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery or despatch.

Risk

- Risk of damage to or loss of the goods passes to the Applicant on delivery and the Applicant must insure the goods on or before delivery.
- If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Applicant, the Supplier is entitled to receive all insurance proceeds payable for the goods to the extent of the indebtedness of the Applicant to the Supplier. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- If the Applicant requests that goods are delivered either to an unattended location, left outside, or are left outside the Supplier's premises for collection, the Applicant acknowledges that the Supplier will deliver the Goods as requested at the Applicant's risk.
- In the event of the Supplier agreeing to the return of the goods by the Applicant, the goods will be at the Applicant's risk until such time as the goods reach the Supplier's place of business. The expense of return will be borne by the Applicant, the expense of re-delivery will be borne by the Applicant.
- The Supplier will not accept responsibility and will not be held liable for the aesthetic appearance and structural integrity of finished goods which have been manufactured to meet a delivery date in the current month and have then been deferred by the Applicant into the following month or beyond. Additional labour and/or materials required to ensure the structural integrity of the finished product will be charged to the Applicant. Including but not limited to: dismantling packs, repressing nail plates, removal and replacement of deteriorated timbers, re-assemble ready for transport. Instances where goods have been on hold for an extended period of time (greater than one month), goods may be in a conditions such that they require replacement / re-manufacture, this will be at the Applicant's cost. All remedial work will be at the Applicant's cost and will not be undertaken until the Applicant provides the Supplier with a signed order or Supplier purchase order accepting the costs for remedial work to be undertaken. Where a delivery date has been requested by the Applicant and is then deferred into the next month, the Supplier reserves the right to invoice the Applicant for the goods within the current month, the delivery was originally requested. The Supplier reserve the right to charge "Holding Fees" for finished goods where the delivery date has been deferred or remains unconfirmed / or on hold in our yard. Where "Holding Fees" have been charged to the Applicant, the Supplier does not accept responsibility and will not be held liable, for the aesthetic appearance and structural integrity of finished goods.

Unloading goods

- Every reasonable effort will be made by the Supplier or their nominated carrier to assist the Applicant in the placement of goods on the building site. However, the final decision regarding the placement of goods will remain solely with the delivery driver. The placement of roof trusses on to top plates is not guaranteed and costs incurred by the Applicant to do so are in all cases at the Applicant's cost.
- Every reasonable effort will be made by the Supplier to assist the Applicant in the placement of roof trusses on the standing building structure, subject to the following conditions being met.
 - The builder guarantees that where the goods are required to be placed on a standing frame, that the frame is fully braced and structurally sound enough to support the load (see WH&S Safety Sheet 96-1-15 Appendix 5) and (4.1)(g) AS2550.5-1993 Appendix 4), and to the satisfaction of the driver hoisting the load.
 - The builder is required to advise the Operator of any weaknesses in the ground, i.e. freshly dug drains, and holes, sillage pits, etc that is likely to compromise the safety or safe workings of the vehicle or crane (Part 5 Clause 4.1(d) of AS2550.5-1993 - see Appendix 4). Sufficient access is required for the vehicle to extend the cranes supporting legs onto solid ground. Muddy and water-laden sites will be subject to the driver's discretion.
 - No obstructions exist in the path of the crane. E.g.: power lines, trees or erected scaffolding.
 - The crane operator must have a clear field of vision in both direction of travel and of slew and lift to enable safe operation.
 - In the instance where the Applicant has requested the placement of roof trusses onto top plate, the Applicant or its representative will be required to assist the driver in dogging the hoisted load. If assistance is not available on the site, the driver will have no alternative than to place the load on stable ground, enabling them to leave the crane controls.
 - The vehicles have a limited reach to load rafter and in some cases will be unable to position trusses to the extent requested by the Applicant.
 - In the instance where these conditions cannot be fulfilled, then the operator will unload the goods onto the ground as close as practicable to the site.
 - The final decision regarding the placement of goods on site will remain with the driver of the vehicle, as the condition of the site is unknown until the time of the delivery.

Standard manufacturing specifications and installation requirements

- Unless noted otherwise on the quotation:
 - all products are supplied in "Untreated" framing materials, unless specified at each item description on the quotation.
 - quotations do not include the following items, unless specified:
 - F.C sheeling, Compressed F.C. Cladding, Fixings, Feature Timber, Post supports, Stairs, Handrails, Steel beams/posts, Roof battens, Ceiling battens, Gable battens, Framing Tie-down, Truss spacers or temporary top chord bracing, Box gutter linings/floors.
 - all prices are based on the sizes and dimensions shown on the plan, where the Applicant's plan does not nominate sizes of timbers, etc., the Supplier will quote in as per relevant code AS1684, unless otherwise requested.
 - double Top plates are supplied with ribbon plate's being installed on site by builder, Single Bottom plates are designed with solid / full support being required.
 - wall framing systems are designed with tie-down restraints located at 1200mm maximum centres (tie down to be supplied by Applicant).
 - hip end framing is quoted standard as "Hanging Beam" ceiling frames and Pre-cut raftered hip ends.
 - overhang fascia's have been designed in accordance with AS1684.1, assuming the builder is propping all overhangs back to frame.
 - the wall frame and/or Roof Trusses have not been designed to accommodate any "Guardrail or Fall Arrest" barrier system being fixed to any component of the product. Where it

- Applicant intends fixing a Guardrail or Fall Arrest system to these products, additional strengthening and third-party engineering will be required.
- (i) large span and high/tall apex height trusses will in all cases need to be hoisted onto the building structure by a mobile crane service, this service and its associated costs do not form part of the Supplier's quotation unless specified. It is the Applicant's responsibility to inform the Crane Company, that an appropriate spreader bar device to sufficiently support the load without damage occurring will be required.
 - (j) Projects that require site visits to check dimensional variations from the plans do not form part of this quotation. Where the Supplier is required to attend site, the cost of travel and time spent on site will be charged at an agreed hourly rate and charged to the Applicant or its account.
 - (k) Manufactured Products must be installed, erected, braced or used in accordance with the relevant Australian Standards, plans, diagrams and installation details provided and such installation, erection or use must comply with the requirements of any statutes, regulations, ordinances or by-laws so far as the same apply to the installation, erection and use of the manufactured product.
 - (l) The Applicant shall not install, erect, overload or use manufactured products in any manner whatsoever which may impair the structural efficiency of the product.
 - (m) Manufactured products must be properly installed, erected or used and adequately protected from the weather within twenty-one (21) days from the date of delivery to site.
- Security/charges**
45. The Applicant charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
 46. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
 47. As security for the payment of the amount of its indebtedness to the Supplier from time to time, the Applicant irrevocably appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Applicant (in the event that there is no default by the Applicant in carrying out its obligations hereunder).
 48. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security interest (including a security interest as defined in the Personal Property Securities Act 2009 (PPSA)) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereof will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Applicant under this agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
- Retention of title**
49. Until such time as the Applicant has made payment in full for the goods and until such time as the Applicant has made payment in full of all other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever):
 - (a) title in the goods does not pass to the Applicant;
 - (b) the Applicant agrees that property and title in the goods will not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied and not yet sold;
 - (c) the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and will not mix the goods with other similar goods; and
 - (d) the Applicant will be entitled to sell the goods in the ordinary course of its business but will sell as agent and bailee for the Supplier and the proceeds of sale of the goods will be held by the Applicant on trust for the Supplier absolutely.
 50. The Applicant's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 49(a) hereof unless and until the funds held on trust are remitted to the Supplier.
 51. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.
 52. The Applicant will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 51 where the Applicant is otherwise in default of the terms of this agreement. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
 53. The Applicant agrees that where the goods have been taken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
 54. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.
- Warranty/Liability**
55. The Applicant acknowledges that alterations carried out to manufactured products, without the prior approval of the Supplier, will render the warranty and certification of the product null and void.
 56. The Supplier agrees and acknowledges that the Applicant is entitled to all rights and remedies in respect of the goods which the customs has under the *Competition and Consumer Act 2010* and similar State and Territory laws and which cannot be lawfully excluded, restricted or modified. These terms and conditions do not purport to, and do not have the effect of, excluding, restricting or modifying the exercise of any such right or remedy or the liability of the Supplier in respect of any such right or remedy.
 57. The Applicant does not have any rights or remedies in respect of the goods other than the rights and remedies expressly provided for in these terms and conditions or agreed and acknowledged by the Supplier in these terms and conditions.
 58. Subject always to clauses 56 and 57:
 - (a) all conditions, warranties and guarantees other than those expressly provided for in these terms and conditions or agreed and acknowledged by the Supplier in those terms and conditions are excluded to the fullest extent permitted by law, and
 - (b) the Supplier will not be liable to the Applicant for any loss caused (in whole or in part) by or arising out of any use of the goods or any defect in the goods or any failure, malfunction, breakdown or deterioration of the goods and any delay in delivery.
 59. Where the Applicant is a consumer under the *Competition and Consumer Act 2010* or similar State and Territory laws and goods supplied or services provided to the Applicant are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then unless the Applicant establishes that reliance on this provision would not be fair and reasonable, the liability for a breach of a condition or warranty implied into these terms and conditions by the *Competition and Consumer Act 2010* or by any similar State or Territory laws (other than a condition implied by sections 51-53 of the *Competition and Consumer Act 2010* or by the equivalent provisions of any similar State or Territory laws) is limited to any one of the following as determined by the Supplier.
 - (a) in the case of goods supplied:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost or replacement of the goods or of acquiring equivalent goods; or
 - (iv) for the payment of the cost of having the goods repaired.
 - (b) in the case of services provided:
 - (i) the supply of the services again; or
 - (j) the payment of the cost of having the services supplied again.
 60. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.
 61. The Applicant acknowledges that neither the Supplier nor any person purporting to act on its behalf has made any representation or inducement or given any promise or undertaking which is not expressly set out in the order or these conditions whether as to the fitness of the goods for any particular purpose or any other matter.
- Claims and disputes**
62. The Applicant must inspect the goods immediately upon delivery and must within seven (7) days after the date of inspection give written notice to the Supplier with particulars, of any claim that the goods are not in accordance with this agreement. Further, the Applicant must, upon request from the Supplier, allow the Supplier to enter upon any premises occupied by the Applicant to inspect the goods that are subject of the claim. If the Applicant fails to give notice, or refuses to allow the Supplier to inspect the goods, then to the extent permitted by law, the goods must be treated as having been accepted by the Applicant and the Applicant must pay for the goods in accordance with these terms and conditions.
 63. In the event that the Supplier is requested by the Applicant to visit a site where there is a perceived problem with the goods supplied, then the Supplier's representative shall attend the site. If the Supplier's representative determines that the perceived problem is in no way attributable to the Supplier, then the Supplier reserves the right to charge the Applicant at an hourly rate for services provided (including travel time to and from the site).
 64. The Applicant cannot return goods to the Supplier without the written agreement of the Supplier.
 65. The Applicant acknowledges and agrees that any return, other than a return due to a defect by the Supplier under this agreement or as otherwise permitted by law, will incur a handling and administration charge of ten (10) percent of the purchase price of the returned goods.
 66. Back charges / credit claim requests for alterations or repairs made to product will require prior approval for works undertaken and an "Order Number" to be issued by Supplier. Credit claims will only be issued following inspection and assessment by one of the Supplier's representatives prior to completion of any works. Requests that are not accompanied by an Order Number will not be accepted.
- Cancellation of terms of credit**
67. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.
 68. Notwithstanding clause 67, if the Applicant defaults in the payment of any amount due to the Supplier pursuant to this agreement and does not cure such default within seven (7) days after being given notice of such default, the Supplier may terminate this agreement (to be effective immediately) upon notice to the Applicant.
 69. Upon the withdrawal of credit in accordance with clause 67, or upon termination of this agreement in accordance with clause 68 all liabilities incurred by the Applicant become immediately due and payable to the Supplier.
 70. For the avoidance of doubt, termination of this agreement will not affect:
 - (a) the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
 - (b) the rights and/or obligations pursuant to this agreement which by their nature are intended to survive termination of this agreement.
- Indemnity**
71. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim that arises out of the goods and services supplied under this agreement to the extent that such a claim is a consequence of a default by the Supplier under the terms of this agreement. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.
- Provision of further information**
72. The Applicant undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
 73. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for its directors to sign a guarantee and indemnity.
 74. The information provided in this application is true and correct in every particular and the Applicant acknowledges that the Supplier will be relying upon the information to determine whether or not to grant this application for credit.
 75. The Supplier may make additional periodic checks that it sees fit to continue its assessment.
- Corporations**
76. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and acknowledges that all of its directors may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
- Trustee capacity**
77. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
 - (a) the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
 - (b) the Applicant has the right to be reasonably indemnified out of trust assets;
 - (c) the Applicant has the power under the trust deed to sign this agreement; and
 - (d) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier and having the new or additional trustee sign an agreement on substantially the same terms as this agreement.
78. The Applicant must give the Supplier a copy of the trust deed upon request.
- Partnership**
79. If the Applicant enters into this agreement in its capacity as a partnership, the Applicant warrants that all of the partners have signed this agreement and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
 80. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.
- Insolvency**
81. If the Applicant becomes insolvent, to the extent permitted by law, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.
- Waiver**
82. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.
 83. Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA:
 - (a) under section 95 to receive notice of intention to remove an accession;
 - (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
 - (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
 - (d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
 - (e) under section 130 to receive a notice to dispose of goods;
 - (f) under section 132(1) to receive a statement of account following disposal of goods;
 - (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
 - (h) under section 135 to receive notice of any proposal of the Supplier to retain goods;
 - (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
 - (j) under section 142 to redeem the goods;
 - (k) under section 143 to reinstate the security agreement; and
 - (l) under section 157(1) and 157(3) to receive a notice of any verification statement.
- Costs**
84. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant under this agreement. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
 85. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including collection costs, debt recovery fees and legal costs on an indemnity basis.
 86. Subject to clauses 87 and 88, payments by, or on behalf of, the Applicant will be applied by the Supplier as follows:
 - (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 82 and 85
 - (b) Secondly, in payment of any interest incurred in accordance with clause 91.

- (c) Thirdly, in payment of the outstanding invoice(s), or part thereof in an order determined by the Supplier in its absolute discretion.
87. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 86 herein.
88. Payments allocated (and/or reallocated) under clause 86 and/or 87 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.

Taxes and duty

89. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
90. If as a result of:
- any legislation becoming applicable to the subject matter of this agreement; or
 - any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
- the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on 48 hours' written demand.

Interest rates

91. The interest rate on any outstanding debts is a fixed rate of fifteen (15) percent per annum.

Set-off

92. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Applicant in writing or as required by law.
93. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

94. All manufactured products, which include *Roof Truss systems, Floor Truss systems, Prefabricated Wall Frame systems, and Engineered Timber Products* will be supplied subject to the Supplier's standard: "GENERAL TERMS AND CONDITIONS OF SALE AND QUOTATION", a copy of which accompanies every quotation.
95. The Applicant shall refer to the quotation, estimation sheets and layouts for specific notes, details and conditions applying to its content. If this additional information has not been received, please request a copy and review it in detail prior to placing any order for supply.
96. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, acts of God or any other activity beyond the Supplier's control.
97. During the continuance of an event of force majeure affecting the Supplier, it will provide notice in writing that its obligations hereunder will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.
98. The Applicant will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Applicant under the PPSA.
99. The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
100. The Applicant further agrees that where the Supplier has rights in addition to those under part 4 of the PPSA, those rights will continue to apply. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, of the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
101. Without limiting any other clause, the goods remain at the risk of the Applicant and not the Supplier and the Supplier will not be under any liability to the Applicant or any other person (other than liability which may not be lawfully excluded) for loss or damage (including direct or consequential loss or damage such as, without limitation, loss of profit or anticipated profit, loss of use, damage to goodwill and loss due to delay) however caused (and without limitation whether by negligence, breach of statute, breach of contract, wilful act or otherwise) which may be suffered or incurred or which may arise from or in connection with directly or indirectly the supply of the goods and/or any failure by the Supplier to comply with or breach by the Supplier of any of its obligations under any order and whether or not its occurrence was contemplated or should reasonably have been foreseen by the Supplier and/or the Applicant, or it constitutes a fundamental breach by the Supplier of the contract or a breach by the Supplier of a fundamental term of it.

Severance

102. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
103. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation of agreement

104. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant. Subject to clause 105, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Applicant.
105. If the Applicant does not agree with the variation(s) proposed by the Supplier, it must notify the Supplier in writing within fourteen (14) days from receipt of the written notice that the variation(s) is/are not agreed to. The Supplier and/or the Applicant will then be at liberty to suspend/withdraw credit facilities until such time as agreement can be reached between the parties regarding the proposed variation(s). Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction by the Supplier without notification.
106. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.
107. Variations requested by the Applicant will only be binding upon the Supplier if they are in writing signed by an authorised officer of the Supplier.

Consent to register

108. The Applicant hereby consents to the Supplier recording the details of this agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
109. The Applicant waives 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.

Jurisdiction

110. The Applicant acknowledges and agrees that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
111. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
112. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Entire agreement

113. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Applicant in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
114. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
115. For the avoidance of doubt, the Applicant understands and agrees that these terms will prevail over, and the Supplier will not be bound by, any conditions (express or implied) added or provided by the Applicant, whether in an order or otherwise, unless otherwise agreed in writing by the Supplier.

Privacy Act

116. The Applicant agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* contained in this document.



TrussCorp Pty Ltd

ACN 124 771 848

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ABN 99 124 771 848

GUARANTEE AND INDEMNITY

Applicant

Business Address

Suburb

Post Code

The below signed guarantors (Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

Jurisdiction

- The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Queensland, and the laws of the commonwealth of Australia which are in force in Queensland.
- The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

- In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

- The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
- This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
- Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- The Supplier will have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, as if the primary liability for any money owing was the Guarantors' own. Further, the Suppliers will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
- This guarantee and indemnity will continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Applicant.
- This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - any other security taken by the Supplier from the Applicant or from any other person;
 - any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors or any one or more of the Guarantors;
 - by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
 - any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

Right of subrogation

- In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.
- In the event of the Applicant going into liquidation, the Guarantors will be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

Insolvency of Applicant

- No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the Corporations Act 2001, Bankruptcy Act 1966 or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

Costs

- The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
 - the account of the Applicant;
 - this guarantee and indemnity;
 - any other security in respect of the indebtedness of the Applicant to the Supplier;
 - the preparation, completion and stamping of this deed; or
 - the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed; and the same will be part of the monies secured by this deed.
- The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
- The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

Variation

- The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

Severance

- If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

Security/charge

- The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- This guarantee and indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.
- Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Personal Property Securities Act

- 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.

Service of notices

- The Guarantors agree to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Guarantors or the Guarantors' authorised representative.

Privacy Act

- The Guarantors agree to the terms of the Privacy Act 1988 authorisation contained in this document.

EXECUTED AS A DEED on the day of 20 .

SIGNED SEALED AND DELIVERED - Guarantor (1))	
by (Name))	Signed
(Guarantor) in the presence of:)	
Name of Witness:)	Signed
Address of Witness:)	
SIGNED SEALED AND DELIVERED - Guarantor (2))	
by (Name))	Signed
(Guarantor) in the presence of:)	
Name of Witness:)	Signed
Address of Witness:)	
SIGNED SEALED AND DELIVERED - Guarantor (3))	
by (Name))	Signed
(Guarantor) in the presence of:)	
Name of Witness:)	Signed
Address of Witness:)	