

# CREDIT ACCOUNT APPLICATION WITH



A Checklist for the return or required documents:

- Application for Credit
- Copies of Drivers licences
- Guarantor Acknowledgment

**Please return ORIGINAL** to: 21 Union Road North Albury N.S.W 2640  
 Email to [accounts@plasticforests.com.au](mailto:accounts@plasticforests.com.au) or

**This application is for a credit account with Plastic Forests Pty Ltd here in known as Plastic Forests.**

A.C.N: 147 913 559 A.B.N: 99 147 913 559

Applicant's Name \_\_\_\_\_

Legal Status: Company  Partnership  Sole Trader  Family Trust  Unit Trust  Public Company

(If Company, A.C.N. number) \_\_\_\_\_ ABN Number \_\_\_\_\_

Business Address \_\_\_\_\_

Delivery Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Telephone (Bus Main) \_\_\_\_\_ (After/hours) \_\_\_\_\_ (Mobile) \_\_\_\_\_

(Fax) \_\_\_\_\_ (Accounts Direct) \_\_\_\_\_

Type of Business \_\_\_\_\_ Date business commenced \_\_\_\_\_

Max Credit Sought \$ \_\_\_\_\_ Estimated Monthly purchases \$ \_\_\_\_\_

Contact Name for Accounts \_\_\_\_\_ Email address for invoices \_\_\_\_\_

**Details of Sole Trader, Partners or Directors**

Full Name	Date of Birth	Residential Address	Drivers Licence Number
1			
2			
3			
4			

**Please attach copies of driver's licences**

If a Company: Registered Office address \_\_\_\_\_

Accountants Company Name \_\_\_\_\_ Telephone \_\_\_\_\_

Contact Name \_\_\_\_\_ Authorised Capital \_\_\_\_\_ Paid-up Capital \_\_\_\_\_

Business Banking Details: Name of Bank \_\_\_\_\_ Branch \_\_\_\_\_

Account Name \_\_\_\_\_ BSB \_\_\_\_\_ Account No \_\_\_\_\_

**All applicants complete this section:**

Has the Applicant or anyone associated with the Applicant been:

Bankrupt or used Part X of the Bankruptcy Act? YES  NO

Involved with the management or control of a business which has been wound up, had receivers appointed or entered into a scheme for the benefit of creditors? YES  NO  If yes, details \_\_\_\_\_

Are business premises owned or leased? OWNED / LEASED If leased, is it to a related party? YES  NO

If owned, are premises subject to mortgage or charge? YES  NO  To whom \_\_\_\_\_

If leased, name of owner \_\_\_\_\_ Contact Number \_\_\_\_\_

Is there any other charge or mortgage on the business assets? YES  NO  If yes, please provide details:

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or your company? YES  NO  If yes, please provide details:

**Trade References (major suppliers please)**

Company Name	Contact	Phone	Email Address	How long trading with them?	Monthly Spend \$

## Acknowledgements and Agreements

I/We the undersigned acknowledge that the Company (as defined in the Conditions below) has informed us that if this application is granted by the Company, the Conditions as set out below will be included in all transactions with it.

I/We the undersigned also declare that all statements made by me/us in this application are **true, accurate and complete** in every particular.

## Terms and Conditions (please read carefully)

1. Interpretation In these conditions:

"Company" means Plastic Forests Pty Ltd and/or their successors & assigns (as applicable)

"Conditions" means these terms and conditions of sale and any written variations by the Company.

"Corporations Act" means Corporations Act 2001 (Cth).

"Customer" means the purchaser of the Products or Services.

"Default Rate" means interest at a rate equivalent to 2% (two percent) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic).

"GST" has the meaning given to that term in GST Law.

"GST Law" has the meaning given to those terms in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Insolvency Event" means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or/ any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

"Non-PPS Property" means all present and after-acquired property of a person that is not PPS Property.

"Order" means an order by the Customer to the Company requesting the supply of Products or Services.

"PPSA" means the Personal Property Securities Act 2009 (Cth).

"PPSR" means the Personal Property Securities Register established pursuant to the PPSA.

"PPS Property" means all present and after-acquired property in relation to which a person can be a grantor of a Security Interest under the PPSA, whether or not a person has title to the property.

"Products" means any product invoiced out from the Company

"Related Body Corporate" is as defined in section 9 of the Corporations Act 2001.

"Secured Property" means all Products that are supplied to the Customer by the Company (whether now or in the future).

"Security Interest" means an interest in property provided for by a transaction that, in substance, secures payment of money or performance of an obligation (without regard to the form of the transaction or the identity of the person who has title to the property), and also includes a transaction which the PPSA treats as a security interest whether or not the transaction concerned, in substance, secures payment or performance of an obligation.

2. "State" means the State of New South Wales in the Commonwealth of Australia.

2.1 The Products sold by the Company are sold on these Conditions.

## Terms of Sale

### 3. Orders:

3.1 It is the Customer's responsibility to provide all information necessary to enable performance of the Order and the Customer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or delay in providing that information.

3.2 All Orders must be made in writing unless otherwise agreed by the Company. The Customer agrees and acknowledges that if an Order is made verbally by any of the Customer's officers, agents or employees, that Order will be deemed to have been made as if it was made directly by the Customer and will bind the Customer. Further, any Order (verbal or written) made by a Related Body Corporate of the Customer, or the officers, agents or employees of the Related Body Corporate, shall bind the Customer as well as the Related Body Corporate (jointly and severally).

3.3 If the Customer cancels or alters any Order or part of an Order for Products, at any time after the Company has received the Order, then (without prejudice to any other rights the Company has against the Customer) the Company reserves the right to charge the Customer for any costs or extra expenses incurred by the Company.

## 4. Price

4.1 A quotation is not an offer by the Company, and the Company may withdraw or alter the quotation at any time without notice. Unless the Company withdraws the quotation, the quotation is valid for 30 days after the date of the quotation.

4.2 All Orders for Products to be supplied by the Company are accepted by the Company on the basis that the Customer agrees and acknowledges that the Products are to be delivered to the Customer within three months of the Company's acceptance of the Customer's Order, in which case the amount payable shall be at the rate specified by the Company at the time of acceptance of the Customer's Order.

4.3 In respect of GST-

4.3.1 Unless otherwise stated all prices quoted by the Company are GST exclusive.

4.3.2 In addition to the amount payable for the Products, the Customer must pay to the Company an amount equal to any GST the Company must pay for any supply by the Company under these Conditions or under an agreement for the sale of the Products.

4.3.3 The Customer must pay GST without deduction or set off of any amounts, at the same time and on the same basis as the Customer pays the amount payable for the Products (or the corresponding first part of it if the Company agrees in writing to the Customer paying by instalments).

4.3.4 The Customer indemnifies the Company for any loss that the company may incur as a result of the incorrect payment or non payment of any GST and associated fees and/or penalties.

## 5. Payment Terms

5.1 The Company is entitled to issue an invoice with respect to the Products at the time the Product is completed and ready for collection / delivery (as applicable) whether or not the Customer wishes to collect / take delivery (as applicable) of the Products. The Customer shall pay the amount payable for the Products (as set out in the invoice) within 30 days of the end of the month in which the invoice is issued.

5.2 Any monies owing under these Conditions which are not paid when due shall bear interest at the Default Rate, calculated daily and compounded monthly on and from the date such moneys first become due to and including the date of payment to the Company in full.

5.3 The Customer will not be entitled to refuse to pay an invoice of the Company on the grounds that an Order has not been fully delivered.

5.4 Credit will automatically be stopped if the Customer's account is overdue.

5.5 In the event that the Customer fails to make any payment to the Company on the due date, is in breach of any of these Conditions or an Insolvency Event occurs in relation to the Customer, then the Company shall be entitled:

5.5.1 to cease supply/production of the Products; and/or

5.5.2 deliver to the Customer the Products (or any part thereof); and/or

5.5.3 stop any Products in transit; and/or

5.5.4 otherwise cease to perform any of its obligations to the Customer, and the Customer must immediately pay to the Company all amounts due and payable to the Company, interest in accordance with clause 5.2 above and all expenses incurred by the Company in enforcing these Conditions (including, without limitation, legal expenses, and all debt collection agency costs incurred by the Company on a full indemnity basis).

## 6. Delivery and Risk

6.1 The delivery times made known to the Customer are estimates only and the Company shall not be liable for late delivery or non-delivery and under no circumstance shall the Company be liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery of the Products, including but not limited to where the late delivery or non-delivery is caused by or contributed to by the negligence of the Company, its contractors or agents.

6.2 In the event that the Customer is unable or unwilling to accept delivery of the Products as agreed then the Customer shall be liable for all storage costs, charges, expenses and additional delivery charges, with such amount to be paid on delivery.

6.3 Notwithstanding this clause 6, the Customer or its agent shall bear all risk of loss or damage to the Products upon and from delivery of the Products to the Customer or delivery at the Customer's direction. The Customer shall affect all necessary policies of insurance as it may deem appropriate to insure against any such risk of loss or damage.

## 7. Property and Ownership

7.1 Title to the Products shall not pass to the Customer until the Customer has discharged all outstanding indebtedness to the Company in respect of the Products or any other amounts owing to the Company and the Customer has met all other obligations due by the Customer to the Company in respect of these Conditions and all other contracts between the Company and the Customer.

7.2 Until such time as the title to the Products passes to the Customer pursuant to clause 7.1 above, the Customer acknowledges and agrees that:

7.2.1 the Customer shall store and identify the Products so as to indicate that they are the property of the Company;

7.2.2 the Customer irrevocably gives the Company, its agents and servants, leave and license (without the necessity of giving any notice) to enter on and into any premises occupied by the Customer to search for and remove any of the Products supplied to or in which the Company has title without in any way being liable to the Customer or any person or company claiming through the Customer and if the Products or any of them are wholly or partially attached to or incorporated in any other goods, the Company may where practical and to the extent permitted by law, disconnect or sever in any way whatsoever as may be necessary to remove the Products;

7.2.3 should the Products be lawfully repossessed by the Company, the Company reserves the right to keep or resell the Products; and

7.2.4 if the Products are resold to a third person by the Customer:

7.2.4.1 the Customer is authorised to transfer the equitable title in that product as agent for the Company and the legal title in such Product shall vest in the third person at the time of sale for the sole purpose of permitting the Customer to transfer the legal title to the third person; and

7.2.4.2 the Customer shall hold such part of the proceeds of such sale as represents all amounts due and owing to the Company in trust for the Company in a separate identifiable account and pay such amount to the Company upon request, provided however that nothing herein shall be construed to relieve the Customer from paying the full sum due to the Company or bringing the sum held in trust to account.

## **8. PPSA**

8.1 The Customer acknowledges that pursuant to these Conditions they grant to the Company a Security Interest in the Secured Property and, for avoidance of doubt, the proceeds of sale of the Secured Property for the purposes of the PPSA.

8.2 The Customer consents to the Company affecting a registration on the PPSR (in any manner the Company considers appropriate) in relation to the Security Interest arising under or in connection with these conditions and the Customer agrees to provide all assistance required by the Company to facilitate this.

8.3 The Customer acknowledges and agrees that in relation to the part of the Secured Property that is inventory, the Customer will not allow any Security Interest to arise in respect of that Secured Property unless the Company has perfected its Security Interest in the Secured Property prior to the Customer's possession of the Secured Property.

8.4 If Chapter 4 of the PPSA applies to the enforcement of the Security Interest arising under or in connection with these Conditions, the Customer agrees:

8.4.1 to the extent that section 115(1) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 95 to the extent that it requires the Company to give a notice to the Customer, section 96, section 121 (4), section 125 (obligation to dispose of or retain collateral), section 130 to the extent that it requires the Secured Party to give notice to the Customer, paragraph 132(3)(d), subsection 132(4), section 142 and section 143 (reinstatement of security agreement; and 8.4.2 to the extent that section 115(7) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 127, section 129(2) and (3), section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.

8.5 If the Customer makes payment to the Company at any time whether in connection with these Conditions or otherwise, the Company may, at its absolute discretion, apply that payment in any manner it sees fit.

8.6 The Customer agrees to immediately notify the Company of any changes to its name or address (as specified in these Conditions).

8.7 The Customer agrees to do anything the Company requests the Customer to do (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):

8.7.1 to provide more effective security over the Secured Property;

8.7.2 to register in respect of a Security Interest constituted by these Conditions at any time;

8.7.3 to enable the Company to exercise its rights in connection with the Secured Property; and

8.7.4 to show the Company whether the Customer has complied with these Conditions.

8.8 The Customer shall pay on demand any losses arising from, and any costs and expenses incurred in connection with, any action taken by the Company under or in relation to the PPSA, including any registration, or any response to an amendment, demand or a request under section 275 of the PPSA.

8.9 Any notices or documents which are required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA.

8.10 The Customer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

## **9 Disclosure**

9.1 Each party agrees not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7) (c) or request information under section 275(7) (d), if the Company approves.

9.2 Nothing in clause 9.1 will prevent any disclosure by the Company that it believes is necessary to comply with its other obligations under the PPSA or under any other applicable law.

9.3 To the extent that it is not inconsistent with clauses 9.1 or 9.2 above constituting a "confidentiality agreement" for the purposes of section 275(6) (a) of the PPSA, the Customer agrees that the Company may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that the Company is not doing so in response to a request by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

## **10 The Company's Warranties, Limitation of Liability and Indemnity**

10.1 It is acknowledged by the Company that, under applicable State, Territory and Commonwealth law(s) (including, without limitation, the Competition and Consumer Act 2010 ("Competition and Consumer Act")), certain statutory expressed and implied guarantees and warranties (including, without limitation, the statutory guarantees under the Competition and Consumer Act) may be implied into these Conditions ("Non- Excluded Guarantees").

10.2 The Company further acknowledges that nothing in these Conditions purports to modify or exclude the Non-Excluded Guarantees.

10.3 Except as expressly set out in these Conditions or in respect of the Non-Excluded Guarantees, the Company makes no warranties or other representations under any contract with the Customer or these conditions. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.

10.4 Subject to this clause 10 and so far as may be permitted by law the liability of the Company and its employees and/or agents for a failure to comply with a Non-Excluded Guarantee, shall be limited to, in the case of a failure other than a major failure, at the Company's option:

- a) the replacement of the Products or the supply of equivalent Products;
- b) the payment of the cost of replacing the Products or of acquiring equivalent Products;
- c) the repair of the Products; or
- d) the payment of the cost of having the Products repaired.

10.5 Subject to this clause 10 and so far as may be permitted by law, if a failure of the Company to comply with the Non-Excluded Guarantees cannot be remedied or is a major failure, the Customer's right to recover damages is limited to the reasonably foreseeable loss or damage suffered as a result of that failure. However the Company is not liable for loss or damage that results

10.6 from a failure of the Company to comply with the Non-Excluded Guarantees if that failure was caused independent of human control and occurred after the Products left the control of the Company. In circumstances where the Non-Excluded Guarantees do not apply, the Company, its employees and/or agents shall not be

10.7 liable for any loss or damage (including any consequential loss or damage, which includes, without limitation, loss of profits and loss of revenue) of any kind whatsoever, even if due to the negligence

10.8 of the Company, its employees and/or agents. Subject to clause 10.1, the Customer acknowledges that the Customer does not rely on the skill or judgment of the Company as to whether or not the Products are fit for any particular purpose. Subject to clause 10.1 the Customer indemnifies the Company from every liability, loss, damage, cost and/or expense directly or indirectly incurred or suffered by the Company caused by or contributed to or by any of the following:

- 10.8.1 the Company complying with any instruction of the Customer about the Products;
- 10.8.2 the Customer's, or any third party associated with the Customer, failure to:
  - (A) adequately provide or display safety markings or safety information on or with the Products;
  - (B) comply with any law about the Products they use (for example, their sale, marketing, labelling or marking);
  - (C) take any reasonable precaution to bring to the attention of any potential users of the Products any dangers associated with Products;
  - (D) take any reasonable precaution to detect any matters in relation to which the Company may become liable in any way (for example, under the Australian Consumer Law);
  - (E) provide correct information to the Company;
  - (F) immediately advise the Company (in writing) of any changes to the information provided to the Company;

(G) the Customer making any statement about the Products (for example, about their performance or characteristics) without the Company's written approval;  
(H) the use or operation of the Products by the Customer or any third party; and  
(I) any negligence or breach of duty by the Customer or any third party or any breach by the Customer or any third party of these Conditions.

11. Subject to this clause 10, the Company extends to the Customer 11.1 the benefit of the warranty, if any, provided to the Company by its suppliers in relation to the particular Products supplied by the Company to the Customer pursuant to these Conditions.

**Inspection**

11.2 The Customer shall inspect the Products at the time of collection / delivery (as applicable) and shall within 7 days of the date of collection / delivery (as applicable) notify the Company in writing of any damage or defect in the Products or of any non-compliance with description.

11.3 The Customer warrants and acknowledges that unless it notifies the Company as provided in sub-clause 11.1, it shall be deemed to have accepted the Products. To the extent permitted by law and these Conditions, under no circumstances are Products which are made to order and/or non-stocked Products (as applicable) returnable unless they are faulty. Other undamaged Products in the original condition and packaging may be returned to the Company within the period from 60 days of the date of collection / delivery (as applicable).

11.4 Subject to clause 11.3, the Customer is not entitled to any credit for returns unless the Company (in its absolute discretion) issues the Customer with a credit note. A restocking fee of 25% of the original purchase price may be deducted from the credit note.

**12. Intellectual Property**

12.1 To the extent that the Company owns intellectual property, copyright, trademarks and design rights in and to the Products and any associated documentation, the Company will retain ownership of all those intellectual property, copyright and design rights in and to the Products and any associated documentation.

12.2 To the extent that the Company owns documentation produced in connection with the Products it will retain the ownership of any associated documentation produced in connection with the Products.

**13. Privacy**

13.1 The Customer agrees to the Company collecting, using and disclosing personal information of the Customer for various purposes, including to:

- 13.1.1 assess creditworthiness in the above paragraph "Credit Assessment";
- 13.1.2 supply the Products to the Customer and the management of the Customer's account;
- 13.1.3 communicate to the Customer about the Products which the Company or its partners or affiliates may provide to the Customer; and
- 13.1.4 implement these Conditions.

13.2 The Company will collect information in relation to the Customer in accordance with the laws relating to the collection and disclosure of personal information under the Privacy Act 1988 (Cth) as amended from time to time.

**14. Force Majeure**

14.1 If the Company is prevented (directly or indirectly) from supplying the Products (or any part thereof) by reason of acts of God, strikes, lockouts, trade disputes, fire, breakdown, delay in the manufacture of the Products for any reason whatsoever, interruption of transport, government action, non-delivery of raw materials or any cause whatsoever (whether or not of a like of nature to those specified above) outside its control, the Company shall be under no liability whatsoever to the Customer and the Company shall be entitled, in its absolute discretion, to give notice to the Customer to either cancel the contract or extend the time for performance by the Company of its obligations.

**15. General**

15.1 This agreement constitutes the entire agreement between the Company and the Customer and any prior agreement or understanding between them in respect of the subject matter in this agreement, including any quotation, is suspended by this agreement.

15.2 This agreement may be varied only by agreement in writing between the parties.

15.3 This agreement shall be governed by and construed in accordance with the laws of the State and the parties submit to the jurisdiction of the Courts of the State.

15.4 If a provision of these Conditions would, but for this clause, be unenforceable:

15.4.1 the provision must be read down to the extent necessary to avoid the result; and

15.4.2 if the provision cannot be read down to that extent, it must be severed without effecting the validity and enforceability of the remainder of these Conditions.

15.5 A party waives a right relating to these Conditions only by notice in writing to the other party that it waives that right. A single or partial exercise or waiver of a right relating to these Conditions will not prevent any other exercise of that right or any other right.

Authorise the Company for the purposes of the relevant provisions of the Privacy Act 1988, Privacy Amendment Act 1990, and the Privacy Amendment (Private Sector) Act 2000, to obtain certain credit reports for the Customer and each of the persons set out below to help determine if the Company will accept the Guarantors as guarantors. Furthermore we acknowledge that the Customer and/or the Guarantors have informed us that certain items of personal information about them obtained in this document and permitted to be kept on a credit information file and may be disclosed to a credit reporting agency.

1) I / We accept these Conditions and confirm that the information in this application is true and correct and acknowledge that it will be relied on by the Company in deciding this application.

Signed: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Circle: Director - Partner - Sole Trader - Trustee

Dated: \_\_\_\_\_

2) I / We accept these Conditions and confirm that the information in this application is true and correct and acknowledge that it will be relied on by the Company in deciding this application.

Signed: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Circle: Director - Partner - Sole Trader - Trustee

Dated: \_\_\_\_\_

3) I / We accept these Conditions and confirm that the information in this application is true and correct and acknowledge that it will be relied on by the Company in deciding this application.

Signed: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Circle: Director - Partner - Sole Trader - Trustee

Dated: \_\_\_\_\_

4) I / We accept these Conditions and confirm that the information in this application is true and correct and acknowledge that it will be relied on by the Company in deciding this application.

Signed: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Circle: Director - Partner - Sole Trader - Trustee

Dated: \_\_\_\_\_

# Personal Guarantee and Indemnity in favour of the Company- Executed as a Deed

The undersigned ("Guarantors"), having requested the Company to open credit facilities to the Customer named below hereby jointly and severally (if more than one of us):

Guarantee prompt and due performance from time to time of each and every one of the Customer's obligations to the Company (including, without limitation, the obligation to pay the amount owing for the Products, all expenses incurred by the Company in enforcing the Conditions, and all other amounts as set out in the Conditions).

Indemnify the Company and to save it harm from all loss due to (whether directly or indirectly):

- the Customer's failure to pay on time each amount due by it to the Company; and
- interest being charged on outstanding amounts under Supreme Court Act 1996 and/or under the Penalty Interest Rates Act 1983; and -all debt collection costs.

Agree that:

- this document is valid in respect of any signatory, whether others have signed it or not;
- amounts due to the Company by the Customer are debts recoverable in the State;
- the Company may grant time or other concessions to the Customer without affecting its right to recover under this document; and
- the liability of each signatory is on a joint and several and continuing basis.

Authorise the Company for the purposes of the relevant provisions of the Privacy Act 1988, Privacy Amendment Act 1990, and the Privacy Amendment (Private Sector) Act 2000, to obtain certain credit reports for the Customer and each of the persons set out below to help determine if the Company will accept the Guarantors as guarantors. Furthermore we acknowledge that the Customer and/or the Guarantors have informed us that certain items of personal information about them obtained in this document and permitted to be kept on a credit information file and may be disclosed to a credit reporting agency.

## Security Interest and Charge in Favour of the Company

To secure the payment of all and any amounts owing by the Customer to the Company pursuant to the Conditions, the Customer and the Guarantors each grant to the Company a Security Interest over all of their PPS Property and a charge over all of their Non-PPS Property. Whenever requested by the Company, the Customer and the Guarantors must promptly do or cause to be done, anything which the Company considers necessary or desirable to more fully secure the rights, remedies and powers of the Company under this clause 5 or to enable the Company to exercise those rights, remedies and powers, including (without limitation) obtaining consents and signing and producing documents in connection with the registration of any Security Interest on the PPSR or to lodge a caveat on any real property. To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by the Company of the Security Interests in the PPS Property granted pursuant to this clause 5, the Company, the Customer and the Guarantors agree that the following provisions of the PPSA do not apply: to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and b. in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 133(1)(b) (insofar as it relates to a Security Interest of the Secured Party), 134(2), 135, 136(3), 136(4), 136(5) and 137.

1) I / We accept the Guarantee and Indemnity in Favour of the Company

Guarantor Signed \_\_\_\_\_  
Guarantor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Dated \_\_\_\_\_

In the presence of the below witness:

Witness Sign \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Witness Address \_\_\_\_\_

Witness Phone \_\_\_\_\_  
Dated \_\_\_\_\_

**Witness not a spouse or family member**

2) I / We accept the Guarantee and Indemnity in Favour of the Company

Guarantor Signed \_\_\_\_\_  
Guarantor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Dated \_\_\_\_\_

In the presence of the below witness:

Witness Sign \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Witness Address \_\_\_\_\_

Witness Phone \_\_\_\_\_  
Dated \_\_\_\_\_

**Witness not a spouse or family member**

3) I / We accept the Guarantee and Indemnity in Favour of the Company

Guarantor Signed \_\_\_\_\_  
Guarantor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Dated \_\_\_\_\_

In the presence of the below witness:

Witness Sign \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Witness Address \_\_\_\_\_

Witness Phone \_\_\_\_\_  
Dated \_\_\_\_\_

**Witness not a spouse or family member**

4) I / We accept the Guarantee and Indemnity in Favour of the Company

Guarantor Signed \_\_\_\_\_  
Guarantor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Dated \_\_\_\_\_

In the presence of the below witness:

Witness Sign \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Witness Address \_\_\_\_\_

Witness Phone \_\_\_\_\_  
Dated \_\_\_\_\_

**Witness not a spouse or family member**