

CONFIDENTIAL

CREDIT APPLICATION FORM



Completing and Submitting this Document

Thank you for applying for credit facilities with AFS. For your application to be processed, it is necessary to complete and sign both parts of this document: the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.
Return this document (completed, signed and witnessed) to AFS.

Acrow Formwork & Scaffolding Pty Ltd
 ACN 004 284 806
 ABN 35 004 284 806

Sales Representative _____ Branch _____ Phone No. _____

Section 1 – All Applicants Complete this Section

Enter all details relevant to your Business

Business Operates as Trustee Pty Ltd/Ltd Company Sole Trader Partnership

Business/Company Name _____ ACN _____

Trading Name _____ ABN _____

Trust Name _____

Postal Address _____

Business/Street Address _____

Ph. Business () _____ After Hours () _____ Mobile _____

Fax () _____ Email _____

Year Business Commenced _____ Nature of Business _____

Bank Name _____ BSB Account No.

Contracting/Building Licence No. _____

Estimated Credit Amount Per Month Required \$ _____

Section 2 – Companies, Sole Traders and Business Partners

Enter details for all Directors, Sole Traders and Business Partners

(1) Full Name _____

(3) Full Name _____

DOB / / Drivers Licence No. _____

DOB / / Drivers Licence No. _____

Residential Address _____

Residential Address _____

Postcode _____

Postcode _____

Residence: Owned Rented

Residence: Owned Rented

(2) Full Name _____

(4) Full Name _____

DOB / / Drivers Licence No. _____

DOB / / Drivers Licence No. _____

Residential Address _____

Residential Address _____

Postcode _____

Postcode _____

Residence: Owned Rented

Residence: Owned Rented

CONFIDENTIAL CREDIT APPLICATION FORM *(continued)*

Section 3 – Spouses of Directors, Sole Traders and Business Partners

Enter details Spouses for all Directors, Sole Traders and Business Partners

(1) Spouse Full Name _____

DOB / / Drivers Licence No. _____

Residential Address _____

Postcode _____

Residence: Owned Rented _____

(2) Spouse Full Name _____

DOB / / Drivers Licence No. _____

Residential Address _____

Postcode _____

Residence: Owned Rented _____

(3) Spouse Full Name _____

DOB / / Drivers Licence No. _____

Residential Address _____

Postcode _____

Residence: Owned Rented _____

(4) Spouse Full Name _____

DOB / / Drivers Licence No. _____

Residential Address _____

Postcode _____

Residence: Owned Rented _____

Section 4 – All Applicants *Completed this Section*

Enter Trade References – Major Suppliers

NAME	LOCATION	PHONE NO.
1		
2		
3		

Enter Details of Assets and Liabilities

ASSETS		LIABILITIES	
DESCRIPTION	\$ VALUE	DESCRIPTION	\$ VALUE
1		1	
2		2	
3		3	
TOTAL		TOTAL	

CREDIT ACCOUNT TERMS AND CONDITIONS

These terms and conditions will apply to Goods sold to the Customer on credit by the Supplier. In these terms and conditions:

- “Customer” means the party making the application for credit
- “Goods” includes services
- “Real Property” means all real property owned by the Customer now or in the future, solely or jointly
- “Related Bodies Corporate” has the same meaning as in the Corporations Act 2001
- “Supplier” means Acrow Formwork and Scaffolding Pty Ltd
- Singular words include the plural and vice versa

1 CUSTOMER OBLIGATIONS

The Customer agrees that it will:

- pay by the due date, without any deduction or setoff, the price charged by the Supplier for Goods supplied to the Customer;
- advise the Supplier in writing of any changes in the business structure as shown in this application within (2) business days of such change occurring. The Customer shall remain liable for all Goods supplied until the time that the Supplier has accepted a fresh credit application.

If the Customer fails to comply with these obligations or makes any misrepresentation to the Supplier, credit facilities may be withdrawn. In such case, all charges to the Customer’s account will become due immediately.

2 OVERDUE ACCOUNTS AND SECURITY

- Any amount not paid by the due date will, at the discretion of the Supplier, incur interest at the rate of 10% per annum. Such interest shall be calculated on monthly balances.
- The Customer agrees to pay all legal costs and expenses (including commissions paid by the Supplier to any commercial or mercantile agent) incurred by the Supplier in connection with the recovery of overdue amounts.

CONFIDENTIAL CREDIT APPLICATION FORM *(continued)*

- c) As security for the obligations and liabilities of the Customer, the Customer hereby charges for the due and punctual payment and performance of those obligations and liabilities, all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property.
- d) Without limiting the generality of the charge in Clause 2 (c), the Customer agrees, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. The Customer shall indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such mortgage documents.
- e) The customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

3 TERMS AND CONDITIONS AND CREDIT LIMIT

- a) Any terms and conditions of hire or sale as included on the back of the Credit Application form and/or notified by the supplier to the Customer (whether on an invoice, docket or otherwise) shall apply in addition to these terms and conditions.
- b) The credit allowed under this application is limited to the amount of the higher advised by the Supplier or the amount of credit extended by the Supplier to the Customer.

4 TITLE TO GOODS

- a) Title to goods sold excluding goods on hire to the Customer shall remain vested in the Supplier and shall not pass to the Customer until monies owing by the Customer to the Supplier have been paid in full. The Supplier shall have the right to retake possession of Goods where title to those Goods has not passed to the Customer.
- b) If prior to transfer of title, the Customer sells the Goods or uses the Goods in a manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods, in trust for the Supplier. The creation of, or failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount owing to the Supplier for Goods supplied.

5 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA) (SECURITY AGREEMENT)

5.1 In this clause 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings given to those by the PPSA.

5.2 Upon assenting to these terms and conditions in writing the customer acknowledges and agrees that these terms and conditions:

- a) Constitute a security agreement for the purpose of the PPSA; and
- b) Create a security interest in:
 - (i) All Goods previously supplied by Acrow to the Customer (if any);
 - (ii) All Goods that will be supplied in the future by Acrow to the Customer;
 - (iii) The proceeds of sale of all Goods previously supplied or to be supplied.

5.3 The Customer undertakes to:

- a) Promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Acrow may reasonably require to:
 - (i) Register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register and otherwise do all things necessary and required by Acrow to ensure this security interest is a perfected security interest under the PPSA;
 - (ii) Register any other document required to be registered by the PPSA; or
 - (iii) Correct a defect in a statement referred to in clause 1.3(a)(i) or 1.3(a)(ii);
- b) Indemnify, and upon demand reimburse, Acrow for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing and Goods charged thereby;
- c) Not register a financing change statement in respect of a security interest without the prior written consent of Acrow; and
- d) Not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Acrow; and
- e) Immediately advise Acrow of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

5.4 Acrow and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

5.5 The Customer hereby waives its rights to receive notices under sections 96, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

5.6 The Customer waives its rights as a grantor and/or a customer under sections 142 and 143 of the PPSA.

5.7 Unless otherwise agreed to in writing by Acrow, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

5.8 The Customer shall unconditionally ratify any actions taken by Acrow under clauses 1.3 to 1.5.

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

CONFIDENTIAL CREDIT APPLICATION FORM *(continued)*

6 PRIVACY

The Customer authorises the Supplier to:

- a) obtain credit information about its personal or commercial credit worthiness from the bank or trade references disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee;
- b) use, disclose or exchange with other credit providers information about its credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
- c) disclose the contents of any credit report on the Customer to the Supplier's solicitors and mercantile agents.

If the Customer does not provide the personal information requested in this document, the Supplier may not be able to process the application.

The Supplier complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals.

ACKNOWLEDGEMENT

The Customer agrees to be bound by the above terms and conditions.

ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

(1) SIGNED ON BEHALF OF THE CUSTOMER BY

Signature

Print Name of Signatory

Print Title/Position

(2) SIGNED ON BEHALF OF THE CUSTOMER BY

Signature

Print Name of Signatory

Print Title/Position

(3) SIGNED ON BEHALF OF THE CUSTOMER BY

Signature

Print Name of Signatory

Print Title/Position

(4) SIGNED ON BEHALF OF THE CUSTOMER BY

Signature

Print Name of Signatory

Print Title/Position

INDEPENDENT WITNESS SIGN BELOW *(Not Spouses or Family Members)*

(1) WITNESSED BY

Signature

Print Name of Witness

Date

(2) WITNESSED BY

Signature

Print Name of Witness

Date

(3) WITNESSED BY

Signature

Print Name of Witness

Date

(4) WITNESSED BY

Signature

Print Name of Witness

Date

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ACROW FORMWORK & SCAFFOLDING PTY LTD – TERMS OF SALE

- 1 **General** These Terms of Sale constitute the entire agreement between Acrow Formwork & Scaffolding Pty Ltd ("AFS") and Buyer concerning the supply of the goods and services ("Goods") by AFS to Buyer, and shall prevail over all conditions appearing on any document of Buyer.
- 2 **Quotations** A quotation given by AFS shall not constitute an obligation to sell and no contractual relationship shall arise until Buyer's order has been accepted in writing by AFS.
- 3 **Price** Unless advised otherwise in writing by AFS, Buyer shall in addition to prices quoted or charged, be responsible for all applicable taxes and statutory charges including but not limited to GST.
- 4 **Terms Invoices** shall be paid within 30 days from the date of the invoice to Buyer. Equipment requiring special design and manufacture shall be paid for on the following basis: 10% on acceptance of order, 20% on completion of drawings, 60% on completion of manufacture, 10% thirty days after delivery.
- 5 **Suspension** AFS may suspend performance in the event that any part of Buyer's account is overdue and may at its discretion charge interest at the then Westpac Prime Bank Overdraft Rate on so much of the monies due but unpaid. AFS shall be entitled to pro rata progress charges for part deliveries.
- 6 **Delivery and Risk** Signed delivery dockets will be conclusive proof of delivery of the Goods in good condition. Risk in the Goods shall pass to Buyer on delivery.
- 7 **Title** Title in the Goods (sale) shall not pass to Buyer until the full price has been paid to AFS. If prior to transfer of title, Buyer sells the Goods or uses the Goods in some process, then Buyer will hold the proceeds of such sale or process in trust for AFS.
- 8 **Default** If Buyer breaches these terms of sale, fails to make payments to AFS when due, goes into insolvency or bankruptcy or enters into a deed of arrangement or composition with its creditors, AFS may without prejudice to its other rights, retake possession of the Goods from Buyer's site and/or suspend further deliveries.
- 9 **Returns** AFS will accept return of Goods within 14 days of delivery, subject to payment of a service charge or restocking fee by AFS and provided the Goods are in the condition as delivered to Buyer. No return of specially designed or manufactured goods will be accepted.
- 10 **Brochures** Illustrations of the Goods in AFS's brochures and catalogues are not to be taken as exact representations of the Goods.
- 11 **Cancelled or Varied Orders** AFS reserves the right to charge for the cost of materials used or purchased and the cost of labour incurred and all other costs associated with any order cancelled or altered by Buyer.
- 12 **Licences and Approvals** Buyer shall be responsible for obtaining all licences, consents, permits and approvals in connection with the use of the Goods.
- 13 **Limited Warranty** AFS warrants that the Goods will be free from defects and of merchantable quality. All other warranties, expressed or implied, are hereby excluded.
- 14 **Limitation of Liability** Notwithstanding anything else contained in these Terms of Sale, AFS shall under no circumstances be liable to Buyer in connection with the Goods for any loss of use, loss of profit or consequential loss, whether arising in negligence or otherwise. To the extent permitted by law, AFS's liability to Buyer is limited to the repair or replacement of the Goods.
- 15 **Delays** AFS shall not be liable to Buyer for any costs, losses or damages caused by any delays in delivery, which are beyond the reasonable control of AFS."
- 16 **GST** If AFS has any liability to pay the Goods and Services Tax ("GST") on any goods or services supplied to Buyer, Buyer shall pay to AFS the amount of such GST or any other duty or statutory charge in connection with the sale of the equipment at the same time as payment is made for those goods or services.

ACROW FORMWORK & SCAFFOLDING PTY LTD – TERMS OF HIRE

- 1 **General** These Terms of Hire constitute the entire agreement between Acrow Formwork & Scaffolding Pty Ltd ("AFS") and Hirer concerning the hire of formwork and scaffolding equipment ("Equipment") and the supply of services by AFS to the Hirer, and shall prevail over all conditions appearing on any document of Hirer.
- 2 **Quotations** A quotation given by AFS shall not constitute an obligation to hire and no contractual relationship shall arise until Hirer's" order has been accepted in writing by AFS.
- 3 **Price** Unless advised otherwise in writing by AFS, all prices quoted by AFS are exclusive of GST. In addition to prices quoted or charged, by AFS, Hirer shall be responsible for all applicable taxes and statutory charges.
- 4 **Invoicing** All invoices shall be paid strictly within 30 days from the date of the invoice.
- 5 **Delivery** A representative may be appointed by Hirer for the sole purpose of checking the quantity of material delivered and the time of delivery. If no representative is provided, Hirer agrees AFS shall be able to affect delivery and/or pick up of Equipment at its absolute discretion without the necessity for a representative of Hirer to be present. Conclusive proof of receipt of the quantity, date and description of Equipment delivered, and delivery of the Equipment in good condition will be evidenced by the delivery docket.
- 6 **Risk** Risk in the Equipment shall pass to Hirer at the time Hirer takes delivery of the Equipment.
- 7 **Authority** A signature of any officer, employee or agent of Hirer may be taken by AFS and shall be sufficient evidence to AFS of the authority to sign on behalf of Hirer.
- 8 **Return of Equipment by Hirer** Unless AFS agrees otherwise in writing, Hirer shall be responsible for the return of the Equipment to AFS. At the same time as returning the Equipment, Hirer may provide a representative to check the quantity and description of Equipment and time of return is as stated on the return docket. If no representative of Hirer is provided, the return docket shall be conclusive evidence as to the quantity, description, date, condition, state of repair, and time of return. In all cases of returns whether by Hirer or AFS, the Equipment should be stacked, cleaned and sorted in the same manner as received when delivered. Any restacking and sorting will be at the cost of Hirer.
- Hirer agrees that it will return all Equipment hired by it without any chemical, concrete, paint and hazardous or dangerous substances affecting the Equipment. No damaged Equipment will be accepted by AFS, and AFS retains the discretion to continue to charge hire costs until the Equipment is returned in a clean and safe condition.
- 9 **Loss and Damage** Hirer shall be responsible for all theft, loss and damage to the Equipment, and the cost of replacement or repair will be charged to Hirer at AFS's latest current list price.
- 10 **Use on Site** Hirer may use the Equipment only on the site specified in Hirer's Order and may not transfer the Equipment to any other site without AFS's written approval. Hirer shall not erect any of the Equipment in such a manner as to make it a fixture to land.
- 11 **Site Preparation** If AFS is to be responsible for erection of the Equipment, Hirer shall ensure that the site is cleared and ready for erection of the Equipment and that the foundations, footings or the structure upon which the Equipment is erected/connected must have adequate bearing and strength capacity to withstand and support all forces imposed on them from the Equipment.
- 12 **Hire Period** Hire of the Equipment shall commence from the day Hirer takes delivery of Equipment until the day of return of the Equipment, with both of these days charged as whole days. No allowance on hire will be made for holiday periods, weekends, inclement weather, industrial action, transport delays or Government interference. A minimum of four (4) weeks hire applies.
- 13 **Hirer's Obligations** The Hirer shall:
 - (a) prior to use of the Equipment, satisfy itself as to its condition and suitability for the purpose required;
 - (b) use the Equipment in a skilful, proper and safe manner and only for the purpose and within the capacity for which it was designed and in accordance with the relevant Australian Standards;
 - (c) ensure the Equipment is erected and dismantled by competently trained or certified persons as per Australian Standards in a manner that is specified by AFS in its General Assembly Recommendations;
 - (d) maintain and check the Equipment regularly to confirm it is in good condition, fair wear and tear excepted;

- (e) indemnify AFS against all claims and liabilities arising out of the use or servicing of the Equipment;
- (f) not sell, mortgage, sub-hire, pledge, lease or otherwise deal with any of the Equipment unless the owner's written consent is obtained;
- (g) not alter the Equipment from the state in which it was hired; and
- (h) ensure that all safety and operating instructions relating to the Equipment are observed;
- (i) ensure that hazard identification, risk assessment and risk control measures are carried out on site for the installation of Equipment and that all users are trained in the safe use of the Equipment.
- 14 The Hirer will pay to AFS on or before the due date as charged for such hiring amounts to be calculated as follows:
- (a) In the case of material and labour supplied on a unit-hire basis – in accordance with the Schedules of rates from time to time published by AFS.
- (b) In the case of material and labour supplied under lump sum and quoted rate arrangements in accordance with AFS's quotation.
- Provided that any such rates or quotation may be varied without notice to reflect increases in labour or material which occur during the hire.
- 15 This Agreement may be terminated by either party giving one (1) month notice in writing to the other. If on termination any equipment remains in the possession of the Hirer the hire charge shall continue until such equipment has been returned or until the Hirer has been otherwise determined.
- 16 **Transport** Unless AFS agrees otherwise in writing, Hirer is responsible for the cost of delivery and pick-up of goods to and from the AFS premises and where deemed necessary by AFS, Hirer shall provide loading and unloading Equipment at its own cost. It is the responsibility of the Hirer to correctly stack and load truck in accordance to the limitations of the truck.
- The loading and unloading of Equipment collected by AFS is the responsibility of Hirer.
- Transport charges as specified are for loading or unloading at designated site during AFS's normal business hours. Waiting time and delivery outside AFS's normal business hours will incur additional charges.
- Where Hirer has requested delivery and adequate access is not provided such that delivery cannot be performed, Hirer will be liable for all transport charges and/or waiting time.
- 17 **Collection by AFS** Where AFS has agreed in writing to collect the Equipment, a request to AFS to collect the Equipment must be received by AFS at least two days before collection shall be required. AFS will record evidence of the request for pick-up up on an ADVICE TO PICK UP docket. Hirer must request an identifying pick-up advice number to evidence its request. Delays during pick-up or restacking for transport are to the Hirer's account.
- 18 **No Removal of Markings** Hirer shall not remove, deface or cover up any plates or marks on the Equipment indicating its ownership.
- 19 **Right of Inspection** AFS shall at all times have the right to inspect any of the Equipment. The Hirer shall indemnify AFS for any damages arising out of AFS's entry of the site to inspect the Equipment.
- 20 **Licences and Approvals** Hirer shall be responsible for obtaining all licences, consents, permits and approvals in connection with the use of the Equipment.
- 21 **Default** AFS reserves its rights to terminate this agreement at any time without notice to Hirer, if Hirer breaches these Terms of Hire, fails to make payments to AFS when due, goes into insolvency or bankruptcy or enters into a deed of agreement or composition with its creditors. AFS may without prejudice to its other rights, retake possession of the Equipment from Hirer's premises and/or suspend further deliveries.
- Upon termination, AFS may continue to charge hire at the current rate until the Equipment is returned to AFS's branch and/or charge Hirer for repair of damages or cleaning of the Equipment that may be required. The loading of Equipment collected by AFS is the responsibility of Hirer. The cost of repossession and transport of the Equipment shall be borne by Hirer. The cost of dismantling and stacking erected Equipment, or stacking dismantled Equipment by AFS will be to the Hirer's account."
- Hirer will provide all necessary permission for AFS to enter the site to repossess the Equipment and indemnify AFS for any damages arising out of AFS's entry of the site to remove the Equipment.
- AFS's repossession of the Equipment shall not affect the right of AFS to recover outstanding payments under the contract and AFS reserves its right to pursue any addition remedies available to it.
- 22 **Brochures** Illustrations of the Equipment in AFS's brochures and catalogues are not to be taken as exact representations of the Equipment.
- 23 **Cancelled or Varied Orders** AFS reserves the right to charge for the cost of Equipment used or purchased and the cost of labour and transport incurred for any order cancelled or altered by Hirer.
- 24 **Limited Warranty** AFS warrants that the Equipment will be of merchantable quality and free from defects. All other warranties, expressed or implied, are hereby excluded.
- 25 **Limitation of Liability** Notwithstanding anything else contained in these Terms of Hire. AFS shall under no circumstances be liable to Hirer in connection with the supply of the Equipment and Services for any loss of use, loss of profit or consequential loss, whether arising in negligence or otherwise. To the extent permitted by law, AFS's liability to Hirer is limited to the resupply of the Equipment or Services.
- 26 **Delays** AFS shall not be liable to Hirer for any costs, losses or damages caused by any delays in delivery or erection, which are beyond the reasonable control of AFS.
- 27 **GST** Hirer shall pay to AFS the amount of GST at the same time as payment is made for goods or services including any other applicable taxes and statutory charges.

Date Modified: 10th September 2011

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PERSONAL GUARANTEE AND INDEMNITY AGREEMENT



Important to Note

As part of your application for credit, the **Personal Guarantee and Indemnity Agreement** must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors and Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

Acrow Formwork & Scaffolding Pty Ltd

ACN 004 284 806

ABN 35 004 284 806

I/We, the 'Guarantor(s)', have requested the Supplier to:

supply _____ trading as _____ (the 'Customer')
Business or Company Name/or Trust Trading Name

of _____ with Goods on credit.
Address of Business or Company

Should the Supplier elect to do so:

- 1 I/We guarantee payment to the Supplier of the price charged by the Supplier for Goods supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier.
- 2 I/We indemnify the Supplier against all costs, losses and expenses which it incurs as a result of any default by the customer. I/We agree to pay any stamp duty assessed on the Guarantee.
- 3 My/our guarantee and indemnity under this Guarantee will not be affected:
 - a) if the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);
 - b) by the release of any Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors; or
 - c) any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
- 4 I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Supplier.
- 5 This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being given to the Supplier's Company Secretary at the Supplier's registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
- 6 I/We authorise the Supplier to do each of the things listed in Clause 5 of the Credit Application terms and conditions in relation to my/our personal credit matters.
- 7
 - a) As security for the obligations and liabilities of the Guarantor(s), I/We charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property.
 - b) Without limiting the generality of the charge in Clause 7 (a), I/We agree on request by the Supplier to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. I/We shall indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of such mortgage documents.
 - c) I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
 - d) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/We agree to indemnify the Supplier against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under Clause 5.

CONFIDENTIAL

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

- e) If the charge created by Clause 7 (a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
- f) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enter this agreement in both the Guarantor's personal capacity and as a trustee of that trust.

8 **Personal Property Securities Act 2009 ('PPSA') (Security Agreement)**

- a) The terms 'financing statement', 'financing charge statement', 'security agreement' and 'security interest' have the meanings ascribed to those terms by the PPSA.
- b) The guarantors acknowledge that the terms and conditions entered into between the Customer and Acrow constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods previously supplied by Acrow to the Customer; (if any), all Goods that will be supplied in the future by Acrow to the Customer and the proceeds of sale of all Goods previously supplied or to be supplied.
- c) The Guarantors acknowledge and agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by the terms and conditions.
- d) The Guarantors hereby waive any rights they may have to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- e) The Guarantors waive any rights they may have as a grantor and/or a customer under sections 142 and 143 of the PPSA.
- f) Unless otherwise agreed to in writing by Acrow the Guarantors waive any right they may have to receive a verification statement in accordance with section 157 of the PPSA.

- 9 The definitions in the Credit Application Form shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa.

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CONFIDENTIAL

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT *(continued)*

CERTIFICATE OF GUARANTEE EXECUTED AS A DEED

ACKNOWLEDGEMENT

By signing below as Guarantor(s), I/We certify that I/We understand the terms of this Guarantee. In particular, I/We understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

Signing the Personal Guarantee and Indemnity – Directors, Sole Traders, Business Partners and any other Guarantors.

All Directors, Sole Traders, Business Partners and any other Guarantors complete and sign below in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign below as Guarantors in the presence of Independent Witnesses.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

Signature of Guarantor

Print Name of Guarantor

Print Residential Address of Guarantor

in the presence of:

Signature of Witness

Print Name of Witness

Print Residential Address of Witness

Date

Signature of Guarantor

Print Name of Guarantor

Print Residential Address of Guarantor

in the presence of:

Signature of Witness

Print Name of Witness

Print Residential Address of Witness

Date

Signature of Guarantor

Print Name of Guarantor

Print Residential Address of Guarantor

in the presence of:

Signature of Witness

Print Name of Witness

Print Residential Address of Witness

Date

Signature of Guarantor

Print Name of Guarantor

Print Residential Address of Guarantor

in the presence of:

Signature of Witness

Print Name of Witness

Print Residential Address of Witness

Date

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.