



Birregurra Resources Pty Ltd
Suppliers of fine quality natural resources

320 Mooleric Road,
Birregurra, Victoria, 3242

P: 0409 486 111

E: admin@birregurraresources.com.au

Credit Application Form

IMPORTANT

Before you can trade with Birregurra on credit you must:

- Complete and sign this application
- Have your application approved by Birregurra
- Agree to the Conditions of Trade

To Birregurra Resources Pty Limited ACN 633 424 432 as trustee of the Birregurra Unit Trust ABN 33 149 607 092 (**Birregurra**)

All applicants must complete this credit application

Full Name of Purchaser: _____

Trading Name and/or Trust: _____

ABN / ACN No. _____

Address _____ Postcode _____

Business Phone No. _____ Fax No. _____

Accounts Contact Person _____

Title _____

Direct Phone No. _____ Email _____

Business premises are (please circle) Owned Leased Rented

Type of Business _____

Date Commenced _____

Ownership structure (please circle) Sole Trader Partnership Trust

Private (Pty Ltd) Co Public (Ltd) Co

Amount of Monthly Credit Requested \$ _____

Who is authorised to order materials?

Position		
Name		
Phone Number		
Email Address		

Section 2: Details of all Directors, Partners & Sole Trader

Full Name	Address	DOB	Drivers Licence No & State of issue
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Section 3: Trade References (all applicants to complete)

Company Name Contact Phone No

1 _____

2 _____

3 _____

NOT PERSONAL CREDIT

The Purchaser declares that credit or loans provided by Birregurra to the Purchaser and all supplies made by Birregurra to the Purchaser are wholly or predominantly for business or investment purposes other than investment in residential property and that the National Credit Code does not apply

CONDITIONS OF TRADE

The attached Conditions of Trade apply to all sales

Section 4: Execution

To be signed by the Purchaser (all Directors, Proprietors, Sole Trader) and Witness

Full Name (please print) _____

Position Held _____ email address _____

Signature _____ Date _____

Full Name (please print) _____

Position Held _____

Signature _____ Date _____

Full Name (please print) _____

Position Held _____ email address _____

Signature _____ Date _____

Witnessed by:

Witness' Full Name (please print) _____

Signature _____ Date _____

CONDITIONS OF TRADE

THESE CONDITIONS OF TRADE APPLY TO ALL SALES BY BIRREGURRA

Definitions

In these conditions of sale:

Contract means this agreement between the Purchaser and Birregurra, the Credit Application, Conditions of Sale, and the Personal Guarantee and Indemnity Agreement (if applicable).

Birregurra means Birregurra Resources Pty Ltd ACN [redacted] as trustee of the Birregurra Unit Trust ABN [redacted], and its related bodies corporate, (as defined in the Corporations Act 2001) its successors and assigns or any person acting on behalf of or with the authority of Birregurra.

Conditions of Trade means these terms and conditions.

Contract means a contract for supply of Goods by Birregurra to the Purchaser.

Goods means all goods or services supplied by Birregurra to the Purchaser at the Purchaser's request from time to time.

Guarantor means a person who has agreed to be liable for the debts of the Purchaser, and if there is more than one Guarantor is a reference to each of them jointly and severally.

Order means an order for the Supply of Goods, whether made by the Purchaser accepting a Quote, or by Birregurra accepting a purchase order or similar document provided by the Purchaser to Birregurra or any other communication from the Purchaser to Birregurra to be supplied with Goods from time to time.

Price means the Price payable for the Goods as agreed between Birregurra and the Purchaser in accordance with **clause 3**.

Purchaser means the person noted in the Credit Application or the person buying the Goods as specified in any invoice, document, Order or delivery docket, and if there is more than one the Purchaser is a reference to each Purchaser jointly and severally.

Quote means a quote (or similar document) provided by Birregurra to the Purchaser.

You means the Purchaser.

1 Entire Agreement

- 1.1 These following terms and conditions apply to all Goods sold or provided by Birregurra to the Purchaser.
- 1.2 This Contract is the sole agreement between Birregurra and the Purchaser and governs all quotations by Birregurra and Orders by the Purchaser. No other terms or conditions will be binding upon Birregurra unless in writing and signed by Birregurra's authorised representative.
- 1.3 These terms and conditions prevail over the Purchaser's terms and conditions for purchase or supply (if any).
- 1.4 Without limiting any other mode of acceptance of this Contract exercised by the Purchaser, by making the Credit application, by placing an order for Goods or by accepting delivery of the Goods the Purchaser agrees to be bound by these Conditions of Sale.

2 Acceptance of Orders

- 2.1 Orders are subject to acceptance in writing by Birregurra. No Order accepted by Birregurra may be altered without Birregurra's prior written consent.
- 2.2 If the Purchaser cancels an Order, it must pay on demand to Birregurra all losses, damages and expenses incurred by Birregurra in relation to the Goods and the Orders.
- 2.3 Birregurra may decline, by written notice to the Purchaser, any Order, in whole or in part, at any time prior to delivery of Goods, in which case Birregurra is under no obligation in respect of the Order.
- 2.4 These Conditions of Sale apply to all Order for Goods or acceptance of delivery of Goods.

3 Price and Payment

- 3.1 Quotes are open for acceptance by the Purchaser for a period of 30 days from the date on the Quote or for such other period specified in the Quote.
- 3.2 Where the Quote sets out the specific Goods any change to the detail of the Order may result in a Price change.
- 3.3 Unless prior arrangements for credit have been made, payment for Goods is due in full before delivery. Where there is more than one load to be delivered, full payment must be made prior to the unloading of the first delivery vehicle.
- 3.4 Payment terms for all credit accounts are as advised to the Purchaser at the time the credit account is opened, being either "Net 30 days" (meaning Birregurra must receive payment in full on or before the last working day of the month following the date of supply) or "7 days from date of invoice" (meaning Birregurra must receive payment in full within 7 days of date of invoice). Any variation to these payment terms must be agreed in writing by Birregurra.
- 3.5 For the purposes of this clause, a Tax Invoice is deemed to have been served if provided to an authorised representative of the Purchaser or sent by email to an email address set out in Section 4 of the Application or of the authorised representative of the Purchaser. The Purchaser will advise Birregurra of the authorised representative's contact details, and if none is provided, is deemed to be the Purchaser's administration or accounts payable e-mail address or postal address.
- 3.6 After initial assessment of credit worthiness, Birregurra reserves the right to offer different credit terms to the Purchaser. Such an offer will be made in writing and Birregurra reserves the right to amend or withdraw credit terms at any time.
- 3.7 If you fail to make payment of your account by the due date Birregurra may, at its discretion withdraw credit in which case all charges on your account become due and payable immediately.

- 3.8 The Purchaser must pay any demobilisation, standby, delay and re-mobilisation costs incurred as a result of unpaid accounts.
- 3.9 If the Purchaser fails to comply with these terms and conditions or if Birregurra is no longer satisfied with the Purchaser's ability to comply with its payment obligations contained in this Contract, Birregurra may withhold further deliveries, or at its option, terminate the agreement, whereupon any unpaid money which may or might be owing to Birregurra becomes immediately due and payable.
- 3.10 If Payment is not made when due, the Purchaser must pay interest on the daily balances on amounts unpaid from the date due for payment until paid at the rate of fourteen per cent (14%) compounding monthly and commencing from the date on which the invoiced amount becomes overdue.
- 3.11 The Purchaser agrees to pay all mercantile and legal costs and any other directly incurred expenses, in relation to the recovery of unpaid accounts.
- 3.12 The Purchaser must not withhold payment or make any deduction from the Price in respect of any alleged set-off, counterclaim or dispute.
- 3.13 If any of the events set out in this **clauses 3.13(a) to 3.13(e)** below occur, Birregurra may at its option and absolute discretion withhold further deliveries or cancel an Order without notice to the Purchaser and without prejudice to any other action or remedy which Birregurra has or might otherwise have had, and/or open a new trading account for the Purchaser with cash on delivery payment terms:
- (a) the Purchaser makes default in any payments or is unable or states that it is unable to pay its debts as and when they fall due or Birregurra reasonably suspects that the Purchaser may default in any payment;
 - (b) the Purchaser being an individual commits an act of bankruptcy, becomes a bankrupt or has a controller or trustee appointed in respect of the Purchaser's estate or any part of the Purchaser's property or assets;
 - (c) the Purchaser being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it;
 - (d) a receiver, receiver and manager, controller or voluntary administrator is appointed, or in the opinion of Birregurra is likely to be appointed, over any part of the property of the assets of the Purchaser;
 - (e) the Purchaser fails to deliver on demand by Birregurra a statutory declaration signed by a director of the company stating that the Purchaser is solvent,
- collectively, an **Insolvency Event**.
- 3.14 If **clause 3.13** applies, all monies owing and outstanding to Birregurra on any account whatsoever and irrespective of whether the due date on any statement of account has occurred or passed shall become immediately due and payable to Birregurra. The Purchaser indemnifies Birregurra from and against all costs and disbursements incurred by Birregurra in pursuing payment of any debt owed by the Purchaser to Birregurra (including enforcing any security interest arising under this Contract) including, without limitation, legal costs on an indemnity basis and any costs charged to Birregurra by a debt collection agency and/or bailiff.
- 3.15 Birregurra may at all times in its sole and unfettered discretion and without being under any duty or obligation to give reasons, review, alter or terminate the Purchaser's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Birregurra is final and Birregurra accepts no liability or responsibility for any loss howsoever arising incurred by the Purchaser due to the operation of this clause.
- 3.16 The Purchaser must pay Birregurra the cost of any bank fees arising from dishonoured cheques paid by the Purchaser to Birregurra and must also pay an administrative charge and for any legal or other debt collection costs incurred by Birregurra in respect of overdue accounts.

4 Delivery

- 4.1 Quantities of Goods are measured on the delivery vehicle at the time of loading at the quarry.
- 4.2 Upon request Birregurra will make quarry product available for inspection and sampling by the Purchaser prior to supply.
- 4.3 **Goods sold by reference to a standard or by description to a standard or description commonly used in the quarrying industry will comply with that standard.**
- 4.4 All Prices are for supply and delivery, during Birregurra's business hours, **being 7:00am to 4:00pm Monday to Friday**, unless otherwise quoted in writing. Work by Birregurra outside of these hours may incur a surcharge.
- 4.5 Unless the quoted Price is inclusive of delivery to a nominated delivery site, the Purchaser will be charged for delivery.
- 4.6 A waiting time or hourly hire surcharge may apply when a delivery vehicle is unable to unload promptly and without delay and in any event, no later than 30 minutes from arrival at the delivery site.
- 4.7 Goods will be delivered to the roadside adjacent to the delivery site. If at the Purchaser's request, the delivery vehicle leaves the road and enters the delivery site to unload, the Purchaser is responsible for providing suitable and safe access for Birregurra's delivery vehicle and Birregurra's agents and contractors. In addition, the Purchaser indemnifies Birregurra and its agents and contractors for all damage and injury to any person and to any public or private property which may result including any costs associated with enabling the delivery vehicle to leave the site, and the cost of any returned product as a result of the Purchaser failing to provide suitable and safe access to the delivery site.
- 4.8 The Purchaser must be present at the delivery site and must sign Birregurra's delivery docket to acknowledge that the Goods and quantities described on the delivery docket have been delivered and comply with the Purchaser's Order and that the Purchaser also accepts any applicable delivery surcharges.
- 4.9 Where Goods are ordered for delivery to a driver or transport company nominated by the Purchaser then the Purchaser authorises the driver to accept delivery and to sign Birregurra's delivery docket.
- 4.10 Where the Purchaser does not sign or is not available to sign the delivery docket, the signature of the driver on the delivery docket shall be conclusive evidence of delivery to the Purchaser of the Goods and quantities described on the delivery docket including any applicable surcharges.

- 4.11 The Purchaser is responsible for loss or damage to the Goods from delivery of the Goods to the nominated delivery address or the roadside adjacent to that address or to a carrier nominated by the Purchaser.
- 4.12 Deliveries may be totally or partially suspended by Birregurra during any period in which Birregurra may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Birregurra's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Birregurra's reasonable control shall include without limitation, flood or water inundation caused by any means whatsoever, strikes, lockouts or other labour difficulty, inability to obtain necessary materials, imports, equipment, facilities or services on usual terms, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network, act of God, force majeure, non-delivery or raw materials, default, sub-contractors and suppliers and any other cause whatsoever beyond Birregurra's reasonable control. Birregurra shall not incur liability to the Purchaser in respect of such suspension.
- 4.13 Birregurra is not liable for any loss or damage of any nature whether in contract, tort (including negligence) or otherwise and whether direct or indirect, arising out of any circumstance or occurrence described at **clause 4.12** of this Contract.
- 4.14 Birregurra may make deliveries by instalments unless otherwise agreed in writing.
- 4.15 Receipt by Birregurra of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

5 Liability

- 5.1 If Goods supplied by Birregurra under this Contract are defective or don't meet specifications, the liability of Birregurra (if any) shall (to the extent permitted by law) be limited to replacement of such defective Goods
- 5.2 To the extent permitted by law, Birregurra's liability under any condition or warranty which cannot legally be excluded is limited to:
- (a) the replacement of the Goods;
 - (b) the payment of the cost of replacing the Goods; or
 - (c) the payment of the cost of having the Goods repaired (if applicable); and
 - (d) in the case of services, to the supplying of services again or the payment of the cost of having the services supplied again.
- 5.3 Subject to **clause 5.4**, the Purchaser must inspect the Goods on delivery and must within seven (7) days of delivery notify Birregurra of any evident defect /damage, shortage in quantity, or failure to comply with the description or Quote. The Purchaser must notify any other alleged defect in the Goods in writing as soon as reasonably possible after any such alleged defect becomes evident. Upon such notification the Purchaser must allow Birregurra to inspect the Goods. If any Goods to be supplied by Birregurra under this Contract fail to conform in a material respect with the specifications set out in an Order then Birregurra is not liable unless the Purchaser notifies Birregurra of the failure within seven (7) days after the date of delivery of Goods.
- 5.4 Birregurra is not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Purchaser failing to properly maintain or store any Goods;
 - (b) the Purchaser using the Goods for any purpose other than that for which they were designed;
 - (c) the Purchaser continuing to use any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Purchaser failing to follow any instructions or guidelines provided by Birregurra; or
 - (e) fair wear and tear, any accident, or act of God.
- 5.5 Birregurra may in its absolute discretion accept non-defective Goods for return in which case Birregurra may require the Purchaser to pay handling fees of up to ten per cent (10%) of the value of the returned Goods plus any freight costs.
- 5.6 Notwithstanding anything contained in this clause if Birregurra is required by a law to accept a return then Birregurra will accept a return on the conditions imposed by that law.

6 Guarantee and Indemnity

- 6.1 Birregurra and the Purchaser agree that Birregurra provides credit to the Purchaser and may provide the Goods to the Purchaser at the request of and for the benefit of a Guarantor.
- 6.2 Without prejudice to any other rights Birregurra may have, the Purchaser indemnifies Birregurra against any loss, damage or expense incurred by it should the Purchaser breach any term or condition of this application or cancel any Order for the supply of Goods, following acceptance of that Order by Birregurra.

7 Privacy Act 1998 (Privacy Act)

- 7.1 The Purchaser and the Guarantor consent to Birregurra obtaining credit information to assess an application for credit by the Purchaser or if a payment owing by the Purchaser for commercial credit is overdue.
- 7.2 Subject to the Privacy Act, the Purchaser and the Guarantor agrees that personal information provided by the Purchaser or the Guarantor may be used and retained by Birregurra for the following purposes (and for other purposes as shall be agreed between the Purchaser and Birregurra or required by law from time to time):
- (a) Assessment of the Purchaser's credit;
 - (b) the provision of Goods or for any purpose related to the provision of the Goods;
 - (c) direct marketing by Birregurra, its agents or distributors;
 - (d) analysing, verifying and/or checking the Purchaser's credit, payment and/or status in relation to the provision of Goods.

8 GST

- 8.1 If the Purchaser is required by law to deduct or withhold Taxes from any payment it must:
- (a) make the required deduction and withholding;
 - (b) pay the full amount deducted or withheld in accordance with the relevant law;
 - (c) deliver to Birregurra the original receipt for each payment; and
 - (d) pay an additional amount with such payment so that, after all applicable deductions or withholdings, Birregurra actually receives for its own benefit the full amount which would have been payable to Birregurra if no deduction or withholding had been required; and
 - (e) any Taxes and registration or other fees (including fines and penalties relating to the Taxes and fees) which are payable in relation to this document or any transaction contemplated by it.
- 8.2 If GST is payable by Birregurra on any supply made under this document the Purchaser must pay to Birregurra an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration for the supply is to be provided under this document and must be paid in addition to the consideration expressed elsewhere in this document. On receiving that amount from the Purchaser, Birregurra must provide the Purchaser with a tax invoice for the supply.
- 8.3 If an adjustment event arises in respect of any supply made by Birregurra under this document, a corresponding adjustment must be made between Birregurra and the Purchaser in respect of any amount paid to Birregurra by the Purchaser under **clause 8.1 and** payments to give effect to the adjustment must be made.
- 8.4 If the Purchaser is required under this document to pay for or reimburse an expense or outgoing of Birregurra or is required to make a payment under an indemnity in respect of an expense or outgoing of Birregurra, the amount to be paid by the Purchaser is the sum of:
- (a) the amount of the expense or outgoing less any input tax credit in respect of that expense or outgoing that Birregurra is entitled to; and
 - (b) if Birregurra's recovery from the Purchaser is in respect of a taxable supply, an amount equal to the GST payable by Birregurra in respect of that recovery.
- 8.5 The terms "adjustment event", "consideration", "GST", "input tax credit", "supply", "taxable supply" and "tax invoice" each has the meaning which it is defined to have in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

9 Disputes

- 9.1 If the Purchaser believes that the Goods supplied do not conform with the Order or that the Price charged does not conform with the Quote given by Birregurra, the Purchaser shall notify Birregurra in writing as soon as practicable, detailing the way in which the Goods or Price do not conform.
- 9.2 Failure to give such notification within seven days of the date of supply or date of invoice (as applicable) shall raise the inference against the Purchaser that the Goods are in accordance with the Order and Quote.
- 9.3 The Purchaser shall be deemed to have accepted the Goods as supplied if it fails to keep the Goods in the condition they were in when supplied or declines a reasonable request from Birregurra to inspect the Goods.

10 Governing Law

- 10.1 This Contract shall be governed by and construed in accordance with the laws of Victoria and the Purchaser irrevocably submits to the jurisdiction of the courts of that state.

11 General

- 11.1 The failure by Birregurra to enforce any provision of these Conditions of Sale is not a waiver of that provision and does not affect Birregurra's right to subsequently enforce that provision. If any provision of these Conditions of Sale shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.2 Birregurra may license or sub-contract all or any part of its rights and obligations without the Purchaser's consent.
- 11.3 The Purchaser will be taken to have accepted such changes if the Purchaser makes a further request for Birregurra to provide Goods to the Purchaser.
- 11.4 The Purchaser and the Guarantor each warrant that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
- 11.5 The Purchaser must notify Birregurra in writing within 7 days of any Change of Control occurring of the Purchaser.

Personal Guarantee and Indemnity Agreement

To: Birregurra Resources Pty Limited ACN 633 424 432as trustee of the Birregurra Unit Trust ABN 33 149 607 092 (**Birregurra**)

I/ we, the undersigned guarantors, have requested Birregurra to supply

Business or Company Name

Trading as _____ (the Purchaser)
Trading Name and/or Trust Name

Of _____
Address of Business or Company

with Goods on credit pursuant to a Credit Application dated _____

1 Should Birregurra supply the Purchaser with goods and/or services on credit, I/we (the Guarantor/s) do hereby unconditionally and irrevocably guarantee, as a principal obligor and not merely as surety, to Birregurra the due and punctual payment of all money which, at any time and for any reason and any basis, the Purchaser is or becomes actually or contingently liable to pay Birregurra or for Birregurra's account, or which comprises a debt to Birregurra under or in connection with this document irrespective of whether the liability of the Purchaser is alone, or several, or joint with any other person (**Guaranteed Money**).

2 The Guarantor agrees that if the Purchaser does not pay the Guaranteed Money or any part of the Guaranteed Money on or before the time it is due for payment, the Guarantor must immediately pay the Guaranteed Money that is due but unpaid, whether or not Birregurra has made a written demand on the Purchaser or any other person and whether or not Birregurra has required the Purchaser to pay the Guaranteed Money. A certificate signed by a representative of Birregurra is conclusive evidence and proof of the Guaranteed Money owing by the Purchaser to Birregurra at any time.

3 As an independent and principal obligation, the Guarantor unconditionally and irrevocably indemnifies Birregurra against any loss or liability sustained by Birregurra (including all charges, costs and expenses incurred by Birregurra) directly or indirectly in connection with:

- (a) any failure of the Purchaser to duly and punctually pay to Birregurra the Guaranteed Money;
- (b) the occurrence of any Insolvency Event;
- (c) any liability of the Purchaser to pay the Guaranteed Money being or becoming void or otherwise unenforceable for any reason (including, as a result of any legal limitation, disability or incapacity affecting any person), irrespective of whether Birregurra knew or ought to have known of the relevant facts or circumstances; or
- (d) the Guaranteed Money (or money which, if recoverable, would have been Guaranteed Money) being or becoming irrecoverable from the Purchaser for any reason, irrespective of whether Birregurra knew or ought to have known of the relevant facts or circumstances.

4 Both my/our Indemnity and my/our Guarantee are continuing security and will not be affected (whether or not I/we have notice of the following matters):

- (a) If Birregurra :
 - (i) grants any extension of time or other indulgence to the Purchaser;
 - (ii) refuses further credit to the Purchaser;
 - (iii) varies the terms of the Purchaser's account or the arrangements between Birregurra and the Purchaser are changed in any other way (even if this increases my/our liability under this Guarantee and Indemnity).
- (b) By the release of any of the Guarantors or if the Guarantee is unenforceable against, or not signed by any one or more of the Guarantors;
- (c) If any payment by the Purchaser is later avoided by law.

5 I/we agree that before providing credit to the Purchaser, Birregurra may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me/us as Guarantor for the Purchaser.

6 In this Guarantee:

"Goods" Includes services.

Singular words include the plural and vice versa.

Where there is more than one Guarantor, they will be bound jointly and severally.

"Guarantee" means this Personal Guarantee and Indemnity Agreement.

"Property" means all property owned by the Guarantor now or in the future, solely or jointly.

All other terms shall be given the same meaning as defined in the Conditions of Sale.

This Personal Guarantee and Indemnity Agreement is to be read in conjunction with the Conditions of Sale forming part of the Purchaser's Credit Application.

7 The Guarantor hereby agrees to charge all their right, title or interest in freehold or leasehold property. The Guarantor agrees to deliver to Birregurra, within seven (7) days of demand a properly executed Memorandum or Mortgage in a form approved by Birregurra and which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 58 of the *Civil Procedure Act (Qld) 2011*.

If the charge created by this clause is or becomes void or unenforceable, it may be severed from this agreement without any effect on its validity; and the Guarantor will not be exonerated in whole or part. Nor will Birregurra's rights, remedies or recourse against the Guarantor or any other Guarantor in any way be prejudiced or adversely affected by such severance.

CERTIFICATE OF GUARANTEE

By signing below as Guarantor, in the presence of a witness, I/we certify that I/we have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I/we understand that if the Purchaser fails to make required payment to Birregurra, Birregurra may recover the amount of these payments from me/us personally. In this case Birregurra may, amongst other recovery rights, take a charge over any real property that I/we have a legal or equitable interest in. I/we certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I/we have had the opportunity of taking independent legal advice regarding its meaning and effect.

Signing the Personal Guarantee and Indemnity - All Directors, Sole Traders, Business Partners and any other Guarantors

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

<p>WARNING TO THE GUARANTOR! This is a very important document. There are financial risks involved in signing it. You may have to pay money owed by the Purchaser. You can refuse to sign it. It can cover future Guaranteed Money as well as present ones.</p> <p>BEFORE YOU SIGN IT:</p> <ol style="list-style-type: none"> 1. You should read it carefully. 2. You should check for yourself whether the Purchaser can and will pay its debts. 3. You can ask for information about the Guaranteed Money. 4. You should see your own lawyer and financial adviser for advice on this document if you do not understand it.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN ON THE FOLLOWING EXECUTION PAGE

Executed as a Deed on the _____ day of _____ 20 _____

Signature of Guarantor

Signature of Guarantor

Print Name of Guarantor

Print Name of Guarantor

Print Residential Address 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

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