

Application for Credit & Terms & Conditions - Corporations



FRM-FIN-10

Please select your proposed credit provider within the Hazell Bros Group ("HBG") (please tick as appropriate):

Thank you for applying for credit facilities with HBG. In order to process your application it must be fully completed and signed where indicated.

This is a legal document. The Applicant should seek independent legal advice before signing this document. A reference to the "Applicant" means the party applying for credit pursuant to this document.

COMPANY INFORMATION AND CONTACT DETAILS

Company Name:				
Business/Trading Name:				
Type of Business:				
Contact Person:				
ACN:	Telephone No:	Fax No:	Mobile No:	Email Address:
ABN:				

BUSINESS ADDRESS

Number/Street	Suburb	Postcode
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REGISTERED OFFICE ADDRESS

Number/Street	Suburb	Postcode
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POSTAL ADDRESS

Number/Street	Suburb	Postcode
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IS THE COMPANY APPLYING AS TRUSTEE OF A TRUST? IF SO,

Trust Name:

PARENT COMPANY (if any)

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DIRECTORS (If more than 3, please attach details on a separate page)

Full Name	Current Home Address	Date of Birth	Driver's Licence Number
1.			
2.			
3.			

Postal Address: PO Box 430, Moonah, TAS 7009 Telephone: (03) 6277 7888, Facsimile: (03) 6273 4160, Email: accounts@hazellbros.com.au

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TRADE ACCOUNT REFERENCES – please note the following business do not provide trade references please use alternative businesses - K&D, Nubco, Tas Farm Equipment, Roberts, Veolia, PFD and Austral Bricks.

Company Name	Phone Number	Contact Person

BANK ACCOUNT DETAILS

Account Name:	
Account Number:	
BSB Number:	
Bank:	
Branch:	

SUMMARY OF BUSINESS ASSETS AND LIABILITIES

	Assets	Liabilities
Business Premises	\$	\$
Other Properties	\$	\$
Bank Account	\$	\$
Accounts Receivables Balance	\$	\$
Stock	\$	\$
Other	\$	\$

CREDIT LIMIT

Please state the maximum amount of credit (allowed at any one time) that you are requesting from each HBG entity. If unsure of entity write nature of transaction and \$ value.	Hazell Bros Group Pty Ltd	\$
	Hazell Bros Resources Pty Ltd	\$
	Hazell Bros Concrete Pty Ltd	\$
	Hazell Bros (Qld) Pty Ltd	\$

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By signing this form, each signatory:

- (a) Acknowledges, on behalf of the Applicant, that they have read and understand the information contained in this form and in particular, the attached Credit Application Terms and Conditions;
- (b) Warrants that the information supplied by the Applicant in this form is true, accurate and correct and not misleading;
- (c) Confirms that they have authority to represent and bind the Applicant; and
- (d) Acknowledges and agrees that by executing this form, the Applicant has entered into a legally binding agreement with each HBG company selected in this Application for Credit on the terms and conditions set out in this form and in the Credit Application Terms and Conditions, subject to the approval of the Applicant's Application for Credit by the relevant HBG company (in their absolute discretion).

Dated: / / 20

Executed as a Deed

EXECUTED by

Company Name

(ACN)

pursuant to section 127 of the Corporations Act 2001 by:

.....
Director Signature

.....
Director Full Name (print)

.....
*Director/*Secretary Signature

.....
*Director/*Secretary Full Name (print)

(* *please strike out inapplicable* **if Sole Director/Secretary write 'Sole'*)

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HAZELL BROS GROUP CREDIT APPLICATION TERMS AND CONDITIONS

1. Definitions

1.1 Defined terms used in these Terms and Conditions have the meanings set out in this clause or in the Application for Credit:

- (a) **Agreement** means these Terms and Conditions and the Application for Credit;
- (b) **Applicant** means the applicant applying for credit from HBG pursuant to the Application for Credit;
- (c) **Application for Credit** means the application form completed by the Applicant and attached to these Terms and Conditions for credit account facilities from HBG in relation to the provision of Goods and/or Services by HBG to the Applicant;
- (d) **CCA** means the *Competition and Consumer Act 2010* (Cth.);
- (e) **Corporations Act** means the *Corporations Act 2001* (Cth.);
- (f) **Delivery Address** means the delivery address nominated by the Applicant in the Order;
- (g) **Event of Default** is defined in clause 9.3;
- (h) **Goods** means the goods described in any Order;
- (i) **GST** has the meaning given in the GST Act;
- (j) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth.) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this Agreement;
- (k) **Guarantor** means the person or persons described as guarantors in the guarantee and indemnity attached to these Terms and Conditions;
- (l) **HBG** means each of: Hazell Bros Group Pty Ltd ABN 27 088 345 804 (trading as Hazell Bros Group); Hazell Bros Resources Pty Ltd - ABN 16 150 374 280; Hazell Bros Concrete Pty Ltd ABN 56 118 390 800; and Hazell Bros (Qld) Pty Ltd – ABN 46 145 228 986 as selected by the Applicant in the Application for Credit and approved by the relevant HBG company;
- (m) as selected by the Applicant in the Application for Credit and approved by the relevant HBG company;
- (n) **Overdue Amounts** means any amount not paid by the Applicant for Goods and/or Services provided by the due date for payment of that amount pursuant to this Agreement;
- (o) **Order** means any request for the sale of any Goods or provision of any Services made by, or on behalf of, the Applicant to HBG in a form satisfactory to HBG;
- (p) **PPSA** means the *Personal Property Securities Act 2009* (Cth.);
- (q) **Services** means the services described in any Order; and
- (r) **Terms and Conditions** means the terms and conditions of trade between the Applicant and HBG as set out in this document.

2. Payment

- 2.1 By completing an Order, the Applicant agrees to purchase the Goods and/or Services set out in the Order, subject to this Agreement.
- 2.2 An Order is only effective when agreed to by HBG.

- 2.3 Nothing in this Agreement obligates HBG to provide the Goods and/or Services ordered by the Applicant unless and until HBG agrees to the Order.
- 2.4 Upon the Order becoming effective:
- 2.5 HBG must deliver the Goods and/or perform the Services; and
- 2.6 the Applicant must purchase the Goods and/or Services,
- 2.7 as set out in the relevant Order and otherwise in accordance with this Agreement.
- 2.8 The Applicant must pay for the Goods and/or Services supplied by HBG according to the amount specified as due and payable in any tax invoice issued by HBG to the Applicant. The Applicant acknowledges and agrees that this will include the purchase price payable for the Goods and/or Services plus any applicable taxes, GST, delivery charges or other charges.
- 2.9 All amounts payable pursuant to this Agreement must be paid in full by the Applicant to HBG (and if required by HBG, the Guarantor), within thirty (30) days of the date of the tax invoice sent by HBG to the Applicant, unless otherwise previously agreed in writing by HBG.
- 2.10 All tax invoices issued by HBG will be in accordance with the requirements for tax invoices as set out in the GST Act and include the price for the Goods and/or Services provided by HBG (including a separate amount for GST), due date and place for payment and the time and place of delivery of the Goods and/or performance of the Services by HBG.
- 2.11 The Applicant agrees to:
- 2.12 pay interest at the rate charged by HBG's bank on overdrafts plus two (2) per cent per annum on all Overdue Amounts from the due date for payment set out in the tax invoice, until payment in full; and
- 2.13 pay upon demand any expenses incurred (or likely to be incurred) by HBG in recovering Overdue Amounts (including without limitation all legal costs and disbursements on the higher of a full indemnity basis and a solicitor/client basis, mercantile agent costs, freight costs, storage costs, electricity and telephone charges).
- 2.14 In the event that any Overdue Amount becomes payable by the Applicant, and without prejudice to any other remedy HBG may have, the Applicant agrees that HBG may:
 - (a) without notice suspend indefinitely any further deliveries of Goods and/or performance of Services to the Applicant (and/or any company related to the Applicant); or
 - (b) terminate this Agreement.

3. Delivery and ownership of Goods

- 3.1 HBG will deliver the Goods and/or perform the Services at the Delivery Address.
- 3.2 Subject to clause 3.3, the risk in all Goods delivered by HBG to the Applicant passes from HBG to the Applicant, and the Applicant is deemed to have taken delivery of all Goods, upon the Goods being delivered to the Delivery Address, and a delivery docket signed for by an authorised representative of the Applicant.
- 3.3 The Applicant must ensure that an authorised representative of the Applicant is available at the Delivery Address to accept delivery of the Goods and/or performance of the Services.
- 3.4 The signing of HBG's delivery docket will be conclusive evidence that the Goods and/or Services have been delivered to the Applicant in the quantity and quality set out in the Order and otherwise in accordance with this Agreement.
- 3.5 Any claim by the Applicant in relation to the quantity or quality of the Goods and/or Services delivered must be noted on the delivery docket by the Applicant's authorised representative at the time of delivery. The Applicant acknowledges and agrees that a failure to note the claim on the delivery docket constitutes a waiver of the Applicant's right to make a future claim against HBG in relation to the quantity or quality of the Goods and/or Services delivered.
- 3.6 In the event that no authorised representative of the Applicant is present at the Delivery Address to accept delivery:
 - (a) HBG may deliver the Goods and/or perform the Services at the Delivery Address and the Applicant will be deemed to have accepted the delivery of the Goods and/or Services in accordance with the Order and this Agreement; and

- (b) the Applicant will be required to notify HBG of any claims in relation to the quantity or quality of the Goods and/or Services delivered within three days of the date of delivery and a failure to notify a claim within this period will constitute a waiver of the Applicant's right to make a future claim against HBG in relation to the quantity or quality of the Goods and/or Services delivered.
- 3.7 Ownership in the Goods supplied by HBG to the Applicant will not pass to the Applicant but will remain in HBG until HBG receives payment in full of all amounts owing (including any taxes, delivery charges or other charges) to HBG by the Applicant for the Goods.
- 3.8 Until ownership in the Goods passes to the Applicant under clause 3.7, the Goods will be held by the Applicant as bailee and in a fiduciary capacity for HBG. The Applicant will treat HBG's security interest in the Goods as a continuing and subsisting security with priority over a registered general security and any unsecured creditor

4. PPSA

- 4.1 Unless the context requires otherwise, the terms used in this clause 4 have the meanings given to them in, or by virtue of, the PPSA.
- 4.2 In consideration of HBG agreeing to supply the Goods to the Applicant, the Applicant:
 - (a) grants to HBG, at HBG's discretion, a security interest or purchase money security interest (**PMSI**) in the Goods;
 - (b) agrees that any of the Goods or proceeds of sale of the Goods supplied after the date of this Agreement will be supplied subject to:
 - (c) the security interest or PMSI granted in this Agreement; and
 - (d) the terms of this Agreement;
 - (e) agrees that the security interest or PMSI has attached or will attach to all Goods supplied now or in the future to the Applicant when the Applicant takes possession of the Goods and that the attachment of the security interest or PMSI has not in any way been deferred or postponed from the date of this Agreement.
- 4.3 HBG may, by notice to the Applicant at any time, require the Applicant to take all steps that HBG considers necessary or desirable to:
 - (a) ensure that this Agreement or any security interest or PMSI arising under it, is enforceable against the Applicant or any third party; and
 - (b) protect, perfect, record, or better secure HBG's position under this Agreement as a first ranking security.
- 4.4 The Applicant acknowledges that HBG reserves the right to register a financing statement in respect of any Goods supplied by HBG to the Applicant under this Agreement and that the cost and expense of registering a financing statement or a financing change statement may be required to be paid by the Applicant.
- 4.5 The Applicant waives the right to receive a copy of any notice, verification statement confirming registration of a financing statement or a financing change statement relating to the security interest or PMSI under this Agreement, unless the notice or statement is required by law and cannot be excluded.
- 4.6 The Applicant agrees:
 - (a) not to allow any person to register a financing statement over any of the Goods supplied by HBG without HBG's prior written consent;
 - (b) that the Applicant must immediately notify HBG if the Applicant becomes aware of any person taking steps to register a financing statement in relation to the Goods; and
 - (c) to perfect and maintain any security interest or PMSI that the Applicant may have in the Goods under the PPSA.
- 4.7 The Applicant irrevocably grants to HBG the right to enter on the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, if HBG has cause to exercise any of HBG's rights under this Agreement, and the Applicant indemnifies HBG from any claims made by any third party as a result of that exercise.

- 4.8 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of this Agreement, HBG and the Applicant agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than sections 117, 118, 123(1), 134(1) and 135, do not apply to the enforcement of that security interest. This clause 4.8 does not apply if the Goods supplied by HBG are to be used predominantly for personal, domestic or household purposes.
- 4.9 HBG and the Applicant may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain. The Applicant agrees that it will only authorise the disclosure of information under section 275(7)(c) of the PPSA or request information under section 275(7)(d) of the PPSA, if HBG approves.
- 4.10 The Applicant agrees that any time that the Applicant makes a payment to HBG, irrespective of whether the payment is made under or in connection with this Agreement, that HBG may apply that payment in any manner that HBG sees fit.
- 4.11 If the Applicant becomes insolvent, without prejudice to any of HBG's other rights:
- (a) the Applicant's right to dispose of the Goods in the ordinary course of business in accordance with the PPSA and any of the Applicant's other rights in respect of the Goods immediately cease; and
 - (b) the Applicant must immediately return the Goods to HBG in which title has not passed as provided for under clauses 3.7 and 3.8.

5. Representations and warranties

- 5.1 The Applicant warrants that the facts and representations contained in the Application for Credit are true and correct and the Applicant is aware and acknowledges that HBG will rely upon the correctness of such facts and representations in deciding whether or not to provide credit to the Applicant.
- 5.2 The Applicant warrants to HBG that:
- (a) the Applicant has the legal right and power to enter into this Agreement and to purchase the Goods and/or Services from HBG on the terms of this Agreement;
 - (b) the execution, delivery and performance of this Agreement by the Applicant has been duly and validly authorised by all necessary corporate action on its part;
 - (c) this Agreement is a valid and binding agreement of the Applicant, enforceable in accordance with its terms;
 - (d) this Agreement does not conflict with or result in a breach of or default under any provision of its constitution or any term or provision of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is party or is subject or by which it is bound;
 - (e) it is not insolvent and is able to pay its debts as and when they become due and payable, is not taken under the Corporations Act to be unable to
 - (f) pay its debts, and has not stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts, and no circumstance exists which would require a court to presume that the Applicant is insolvent under the Corporations Act;
 - (g) the Applicant and any director or principal of the Applicant is not and has never been bankrupt and the Applicant is solvent and able to pay its debts as and when they fall due; and
 - (h) it has not entered or taken steps to enter and does not propose to enter into any arrangement, compromise or assumption with or assignment for the benefit of its creditors or a class of them.

6. Indemnity and limitation of liability

- 6.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provision of the CCA except to the extent permitted by the CCA, where applicable. Where the Applicant buys goods and/or services as a consumer this Agreement will be subject to any laws or legislation governing the rights of consumers and will not affect the Applicant's statutory rights.

- 6.2 To the extent permitted by law and subject to clauses 6.3 and 6.4, the Applicant releases HBG from, and indemnifies HBG against all liability and loss arising out of or connected with this Agreement, including but not limited to the Applicant's use, possession or ownership of the Goods.
- 6.3 Subject to clause 6.1, the liability of HBG, if any, for a breach of a guarantee or warranty implied by any law in relation to the supply of any service or utility, not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited, at HBG's option, to:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 6.4 Subject to clause 6.1, the liability of HBG if any, for a breach of a guarantee or warranty implied by any law (except for any guarantee or warranty implied by sections 51, 52 or 53 of the Australian Consumer Law set out in Schedule 2 of the CCA) in relation to the supply of any goods, not ordinarily acquired for personal, domestic or household use or consumption is limited, at HBG's option, to:
- (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (d) the payment of the cost of having the goods repaired.

7. GST

- 7.1 Unless otherwise stated in this Agreement, all amounts payable by one party to another party are exclusive of GST.
- 7.2 If GST is imposed or payable on any supply made by a party under this Agreement, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- 7.3 A party's right to payment under clause 7.2 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

8. Trusts

- 8.1 The Applicant agrees that:
- (a) it signs this document both in its personal capacity and as trustee of any trust of which it is now trustee or may become trustee during the term of this Agreement; and
 - (b) if the Applicant enters into this Agreement as the trustee of any current or future trust it does so with complete and valid authority pursuant to the relevant trust and warrants that it has the power to grant security over any trust property.

9. Term and termination

- 9.1 Subject to clause 9.2, this Agreement commences on the date of approval of the Applicant's Application for Credit by HBG and continues until terminated in accordance with clause 9.2 or otherwise by notice in writing from HBG.
- 9.2 If an Event of Default occurs, HBG may (without prejudice to any of its other rights and remedies):
- (a) terminate this Agreement; or
 - (b) without notice, cease to provide credit to the Applicant; and
 - (c) at any time enter any property owned or occupied by the Applicant for the purposes of taking possession of and removing any Goods supplied under this Agreement for which payment has not been received.
- 9.3 The following comprise Events of Default:
- (a) entry by the Applicant into any scheme or compromise with its creditors or any class of its creditors;

- (b) the filing of an application or petition for the winding up of the Applicant;
- (c) the cessation of business by the Applicant;
- (d) a change in the business structure of the Applicant, including but not limited to, the Applicant becoming a trustee of a trust;
- (e) any event the occurrence of which would be a ground upon which the Applicant might be wound up compulsorily;
- (f) the appointment of a receiver or receiver and manager of the Applicant or any part of its property, or of a provisional liquidator, administrator, liquidator or official manager;
- (g) the Applicant becomes, admits in writing that it is, or is declared by a court to be unable to pay its debts as and when they fall due;
- (h) breach of this Agreement by the Applicant which is not remedied within 14 days of the Applicant receiving notice of the breach from HBG.
- (i)

10. Notices

- 10.1 Any Notice or other communications to be given under or in connection with this Agreement must be in English, in writing, signed by an authorised officer of the sender and marked for the attention as set out or referred to in the Application for Credit or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 10.2 Notices must be:
- (a) left at the address set out or referred to in the Application for Credit; or
 - (b) sent by prepaid post to the address set out or referred to in the Application for Credit; or
 - (c) sent by fax to the fax number set out or referred to in the Application for Credit.
 - (d) However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 10.3 Notices take effect from the time they are received unless a later time is specified in them.
- 10.4 If sent by post, notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- 10.5 If sent by fax, notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

11. General

- 11.1 The Applicant acknowledges and agrees that:
- (a) all transactions and dealings between the Applicant and HBG will be made strictly in accordance with this Agreement, from time to time;
 - (b) the Applicant will pay all amounts payable punctually and strictly in accordance with this Agreement;
 - (c) the Applicant has entered into this Agreement relying entirely upon its own independent appraisal and assessment of the Goods and/or Services;
 - (d) the conditions and stipulations in this Agreement constitute the only agreement between the parties in relation to the sale of the Goods and/or supply of the Services;
 - (e) the Applicant does not rely upon any warranty, statement or representation made or given by or on behalf of HBG; and
 - (f) the Applicant is fully aware of the contents of this Agreement.

- 11.2 The Applicant agrees that HBG may vary these Terms and Conditions by notice in writing to the Applicant. The Applicant agrees that the purchase of any Goods and/or Services after the date of a notice of variation will be deemed to be an acceptance of such varied terms and conditions.
- 11.3 The Applicant agrees that should there be any variation to any of the information supplied by the Applicant to HBG or in the structure or nature of the Applicant's business (such as a conversion from a company to a trust), the Applicant will promptly notify the Accounts Department of HBG in writing. If HBG receives notification under this clause 11.3, HBG will have discretion as to whether or not to exercise its rights under clause 9.2.
- 11.4 These Terms and Conditions and all obligations under this Agreement will be binding on the Applicant's personal representatives, successors and permitted assigns and will be for the benefit of HBG and its successors and assigns.
- 11.5 The Applicant covenants that all Goods and/or Services purchased will be purchased for or in connection with a business carried on by the Applicant and not for personal, domestic or household use.
- 11.6 The Applicant irrevocably authorises HBG to disclose to, or obtain from, a credit reporting agency, such personal and/or trade information as is permitted to be disclosed or obtained, pursuant to the Privacy Act and to use such information in any manner and for any purpose permitted under the Privacy Act at any time during the currency of this Agreement.
- 11.7 Nothing in this Agreement requires HBG to exclusively sell Goods or provide Services to the Applicant. HBG does not guarantee to sell any minimum quantity of Goods and/or Services to the Applicant.
- 11.8 Any provision of, or a right or remedy arising under, this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction only to the extent of that prohibition or unenforceability.
- 11.9 If any provision of this Agreement is unenforceable in any jurisdiction, it does not affect the enforceability of that provision in any other jurisdiction or the enforceability of the remaining provisions in any jurisdiction.
- 11.10 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force, unless the severance would change the underlying principal commercial purpose or effect of this Agreement.
- 11.11 Where there is more than one person which together constitute the Applicant to this Agreement, the obligations and liabilities of each and every such person will be joint and several.
- 11.12 The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 11.13 This Agreement shall be governed by, and interpreted according to, the laws of Tasmania and each party irrevocably submits itself to the exclusive jurisdiction of the courts of Tasmania in respect of any proceedings arising out of or relating to this Agreement.

DEED OF GUARANTEE AND INDEMNITY (To be signed by each director of the Applicant or, if requested by HBG, the parent company of the Applicant)

GUARANTORS (If more than 3, please attach details on a separate page)

Name:	Address:

The Guarantor should seek independent legal advice before signing this document.

For the purposes of this document 'the Agreement' means the Application for Credit and the Hazell Bros Group – Credit Application Terms and Conditions.

The Guarantor covenants and agrees with HBG that:

- (a) The Guarantor guarantees to HBG that the Guarantor will be jointly and severally liable with the Applicant to HBG for the due payment of all moneys to be paid by the Applicant under the Agreement and for the due performance and observance by the Applicant of all the covenants terms and conditions of the Agreement on the part of the Applicant to be performed and observed under the Agreement.
- (b) The Guarantor indemnifies HBG and agrees at all times to keep HBG indemnified from and against all losses and expenses which HBG may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of the Agreement on the part of the Applicant to be performed or observed.
- (c) On any default or failure by the Applicant to observe and perform any of the covenants terms and conditions of the Agreement, the Guarantor will on demand by HBG pay all monies outstanding and make good to HBG all losses and expenses sustained or incurred by HBG by reason of or in consequence of any such default or failure by the Applicant or in performing or observing any of the covenants terms and conditions of the Agreement without the necessity of any prior demand having been made on the Applicant. A demand on the Guarantor will be deemed to have been duly made if it is in writing and signed on behalf of HBG by its authorised officer or solicitor and given to the Guarantor or left at or posted to the address of the Guarantor as shown in this document, or such last known address as notified to HBG in writing by the Guarantor. This document will not be affected by any action taken or notice issued in relation to any other securities.
- (d) The liability of the Guarantor under this document will not be affected by the granting of time or any other indulgence to the Applicant or by the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the rights of HBG against the Applicant or by any variation of the Agreement or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from his obligations under this document.
- (e) Notwithstanding that as between the Guarantor and the Applicant the Guarantor may be a surety only, as between the Guarantor and HBG the Guarantor will be deemed to be a primary debtor and contractor jointly and severally with the Applicant.
- (f) To the fullest extent permitted by law, the Guarantor waives such of its rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any of the provisions of this document.
- (g) The covenants and agreements made or given by the Guarantor will not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and will be and

remain binding notwithstanding that any other person will not have executed or duly executed the Agreement or this document.

- (h) The obligations of the Guarantor under this document will continue to remain in force until all moneys payable pursuant to the Agreement have been paid and until all other obligations and indemnities have been performed observed and satisfied and such obligations shall not be reduced or affected by the death, insolvency, liquidation or dissolution of the Applicant or the Guarantor or either of them and this document will be a continuing security irrespective of any amounts which may be paid to HBG by or on behalf of or for the credit of the Applicant at any time.
- (i) Where there is more than one person or corporation which together constitute the Guarantor to the Agreement the obligations and liabilities of each and every such person or corporation will be joint and several.
- (j) The Guarantor acknowledges that HBG has given the Guarantor full and unrestricted opportunity to seek independent legal advice as to the Guarantor's obligations under this document prior to signing this document and the Guarantor acknowledges that HBG is under no obligation to notify the Guarantor of any changes to the Agreement or any dealings with the Applicant.
- (k) In the event of liquidation or bankruptcy of the Applicant, the Guarantor will not prove in such liquidation or bankruptcy in competition with HBG.
- (l) The Guarantor:
 - (i) charges all estate, title and interest in all real property of the Guarantor in favour of HBG in respect of any amounts owed, or to be owed, now or in the future, by the Applicant to HBG; and
 - (ii) agrees to provide any further security which HBG considers reasonable.
- (m) Where the Guarantor is a company, HBG may require the Guarantor to enter into a form of security acceptable to HBG to secure any amounts payable to HBG under the Agreement.
- (o) The Applicant irrevocably authorises HBG to disclose to, or obtain from, a credit reporting agency, such Personal Information as is permitted to be disclosed or obtained, pursuant to the Privacy Act and to use such information in any manner and for any purpose permitted under the Privacy Act at any time during the term of this document.
- (p) The Guarantor acknowledges that the property in all goods supplied and delivered to the Applicant will not pass until payment in full for all goods delivered has been made and that HBG holds a security interest in those goods for the purpose of the PPSA.

Application for Credit & Terms & Conditions - Corporations



FRM-FIN-10

Executed as a deed by the Guarantor(s)

(if Guarantors are directors of the Applicant)

SIGNED SEALED AND DELIVERED by in the presence)

of:)

Witness:.....

Full Name:.....

Address:.....

Occupation:.....

SIGNED SEALED AND DELIVERED by in the presence)

of:)

Witness:.....

Full Name:.....

Address:.....

Occupation:.....

SIGNED SEALED AND DELIVERED by in the presence)

of:

Witness:.....

Full Name:.....

Address:.....

Occupation:.....

(if Guarantor is the parent company of the Applicant)

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FRM-FIN-10

SIGNED SEALED AND DELIVERED for and on behalf)
of (ACN) pursuant to section 127)
of the Corporations Act 2001 (Cth) by authority of the)
director(s):)

.....

Director Signature

.....

Director Full Name (print)

.....

*Director/*Secretary Signature

.....

*Director/*Secretary Full Name (print)

(* please strike out inapplicable *if Sole Director/Secretary

write 'Sole')