



Telephone: +61 (8) 8541 0200 Email: accounts@locsweet.com.au

### CREDIT APPLICATION AND SECURITY AGREEMENT

IN CONSIDERATION OF Lochert Bros Pty Ltd ABN 11 73 007 629 094 ACN 007 629 094 granting the "Customer" trade credit.  
("Guarantee & Indemnity" and "Terms of Sale & Conditions of Cartage" form a part of this document.)

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

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

ABN: \_\_\_\_\_

ACN: \_\_\_\_\_

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

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

Please Indicate: Company ☐ Partnership ☐ Sole Prop ☐ Govt. Dept. ☐ Trustee Co ☐ \*\* see below

Telephone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Accounts Contact Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

How long in this Business: \_\_\_\_\_

Purchase Order Number Required: YES ☐ NO ☐

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

Branch: \_\_\_\_\_

BSB: \_\_\_\_\_

Account Number: \_\_\_\_\_

Estimated Monthly Purchases: \$ \_\_\_\_\_

Full name and residential addresses of all the Directors/Partners/Proprietors: (Please attach a separate page if insufficient space)

Name	Residential Address	Date of Birth	Driver's License
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Please provide a minimum of three trade credit references:

Customer Name	Contact Name	Email	Phone No.
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This agreement constitutes a Security Agreement pursuant to the Personal Property Securities Act (2009) (PPSA)

- Completing a Credit Application does not infer that credit will be granted.
- The document must be completed in full, with no alterations or deletions. Any such alterations or deletions will void the application and a new form will need to be completed.
- Small Business applicants are advised that, should any of the Terms or Conditions contained herein be considered by them to be 'unfair', they should contact Lochert Bros to further discuss and negotiate before proceeding with the application.
- Lochert Bros reserves the right to refuse credit to any Applicant without explanation.
- Lochert Bros reserves the right to suspend or withdraw credit facilities at any time without notice.
- \*\*Special Note: if the Customer acts as, or is part of, a Trust/Nominee Customer then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application.

## Terms of Sale and Conditions of Carriage

### Definitions:

- (a) 'Carrier' means LOCHERT BROS. PTY LTD, A.B.N. 73 007 629 094 trading as LOCHERT TRANSPORT and SPRINT FREIGHT AND LOGISTICS carrying on business in its own name or under any other business name. The expression 'carrier' will include its servants, agents, sub-contractors and including the railways operated by the Commonwealth or any State.
- (b) 'Customer' means the party entering into the contract of Services with the Company, being either the shipper, the owner of the goods or their authorised agent.
- (c) 'Consignee' means the person or company to whom the goods are officially sent or delivered.
- (d) 'Services' means the whole of the operations undertaken by the Carrier in respect of the goods, including but not limited to packing, unpacking, road, rail, sea or air carriage, storage, freight forwarding, customs clearance and de-consolidation of any goods on behalf of the Customer and any other services provided by the Carrier.

### 1 Personal Property Securities Act (2009)

1.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

1.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all goods and/or collateral (account) – being a monetary obligation of the Customer to the Carrier for Goods and / or Services that have previously been supplied and that will be supplied in the future by the Carrier to the Customer.

- 1.3 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 the Carrier 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;
  - (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, the Carrier 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 any Goods charged thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Carrier;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Carrier;
  - (e) immediately advise the Carrier 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.

1.4 The Carrier 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.

1.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

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

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

1.8 The Customer shall unconditionally ratify any actions taken by the Carrier under clauses 1.3 to 1.5.

1.9 Subject to any express provisions to the contrary (including those contained in this clause 1) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

### 2 Privacy

2.1 The Customer agrees for the Carrier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Carrier.

2.2 The Customer agrees that the Carrier may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

2.3 The Customer consents to the Carrier being given a consumer credit report to collect overdue payment on commercial credit.

2.4 The Customer agrees that personal credit information provided may be used and retained by the Carrier for the following purposes (and for other agreed purposes or required by):

- (a) the provision of Goods & Services; and/or
- (b) analysing, verifying and/or checking the

Customer's credit, payment and/or status in relation to the provision of Goods & Services; and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or

(d) enabling the collection of amounts outstanding in relation to the Goods & Services.

2.5 The Carrier may give information about the Customer to a CRB for the following purposes:

- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

2.6 The information given to the CRB may include:

- (a) personal information as outlined in 18.1 above;
- (b) name of the credit provider and that the Carrier is a current credit provider to the Customer;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the customer no longer has any overdue accounts and the Carrier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of the Carrier, the Customer has committed a serious credit infringement;
- (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

2.7 The Customer shall have the right to request (by e-mail) from the Carrier:

- (a) a copy of the information about the Customer retained by the Carrier and the right to request that the Carrier correct any incorrect information; and
- (b) that the Carrier does not disclose any personal information about the Customer for the purpose of direct marketing.

2.8 The Carrier will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

2.9 The Customer can make a privacy complaint by contacting The Carrier via e-mail. The Carrier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

### 3. Price and Payment

3.1 At the Carrier's sole discretion the Price shall be either:

- (a) as indicated on invoices provided by the Carrier to the Customer in respect of Goods & Services supplied; or
- (b) as specified in the Carrier price list which is issued from time to time
- (c) The Carrier's quoted Price which shall be binding upon the Carrier provided that the Customer shall accept the Carrier's quotation in writing within seven (7) days.

3.2 The Carrier reserves the right to change the Price:

- (a) if a variation to the Goods or specification of product which are to be supplied is requested; or
- (b) in the event of increases to the Carrier in the costs to provide services are beyond The Carrier's control.

3.3 Variations will be charged for on the basis of the Carrier's quotation, and will be detailed in writing, and shown as variations on the Carrier's invoice. The Customer shall be required to respond to any variation submitted by the Carrier within ten (10) working days. Failure to do so will entitle the Carrier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

3.4 At the Carrier's sole discretion a non-refundable deposit may be required.

3.5 Time for payment for the Goods & Services being of the essence, the Price will be payable by the Customer on the date/s determined by the Carrier, which may be:

- (a) on completion of the delivery of Goods & Services; or
- (b) before commencement of the Goods & Services; or
- (c) by way of progress payments in accordance with The Carrier's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered; or
- (d) seven (7) days following the date of supply of which an invoice is posted to the Customer's address or address for notices; or
- (e) the date specified on any invoice or other form as being the date for payment; or

3.6 Payment may be made by credit card cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and the Carrier.

3.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Carrier nor to withhold payment of any invoice because part of that invoice is in dispute.

3.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Carrier an amount equal to any GST the Carrier must pay for any supply by the Carrier under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

3.9 Credit card payments (Amex, MasterCard or Visa only) accepted (surcharge of up to 3% may apply per transaction)

### 4 Default and Consequences of Default

4.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 2.0% per calendar month and interest shall compound monthly at such a rate after as well as before any judgment.

4.2 If the Customer owes the Carrier any money the Customer shall indemnify the Carrier from and against all costs and disbursements incurred by the Carrier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Carrier's contract default fee, and bank dishonour fees).

4.3 Further to any other rights or remedies the Carrier may have under this contract, if a Customer has made payment to the Carrier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Carrier under this clause 4 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

4.4 Without prejudice to the Carrier's other remedies at law the Carrier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Carrier shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to the Carrier becomes overdue, or in the Carrier's opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer has exceeded any applicable credit limit provided by the Carrier;
- (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

4.5 Notwithstanding the provisions of this clause the Carrier reserves the right to suspend or withdraw credit facilities at any time without notice.

### 5. Security and Charge

5.1 In consideration of the Carrier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

5.2 The Customer indemnifies the Carrier from and against all the Carrier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising The Carrier's rights under this clause.

5.3 The Customer irrevocably appoints the Carrier and each director of the Carrier as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 5 including, but not limited to, signing any document on the Customer's behalf.

### 6 Not a Common Carrier

6.1 The Carrier is not a Common Carrier and will accept no liability as such.

6.2 All articles are carried or transported and all storage or other services are performed by the Carrier subject only to these conditions.

6.3 The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.

### 7 Entire Agreement

These conditions, together with any special instructions and the agreement between the parties as to price, shall contain the entire and only agreement between the parties in respect of this carrier of goods and any representation promise or warranty in connection therewith not incorporated herein shall not be binding upon either party.

### 8 Consignment & Delivery

8.1 In the event that the carrier does not himself carry the goods then he is hereby appointed the agent of the Consignor for the purpose of entering into a contract or carriage on behalf of the Consignor with any other Carrier provided that such contract of carriage shall contain the same terms and conditions as this agreement except as to price and that the Carrier shall be responsible for all charges payable to such further Carrier and shall be paid the price upon in respect of this carriage of goods notwithstanding any arrangement pursuant to this clause.

8.2 Where forwarding is delayed under instructions from the Consignor or by circumstances beyond the control of the Carrier, the goods may be warehoused or stored at the Carrier's sole discretion and at the Consignor's expense.

8.3 Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a



stipulation that if the Consignee does not pay the said charges within seven (7) days of the date set for payment, or if no date is set for payment, within seven (7) days of delivery or tended delivery of the goods then the Consignor shall pay the said charges.

8.4 A charge may be made by the Carrier in respect of any delay in excess of fifteen minutes in loading or unloading occurring other than from the default of the Carrier such permissible delay period commencing upon the Carrier reporting for loading or unloading, labour for which purposes being the responsibility and at the expense of the Consignor or Consignee.

8.5 Freight shall be considered earned as soon as the goods are despatched from the premises of the Consignor whether the goods are delivered to the Consignee or not, and whether damaged or otherwise.

8.6 (1) Subject to any special instruction the Consignor shall pay the Carrier all charges, including any further charges pursuant hereto notwithstanding that:

8.7 The Consignee refuses, fails or neglects to take delivery of the goods or

8.8 Delivery of the goods cannot be affected because the Consignee is dead, cannot be found or located either because the address given is insufficient or incorrect or because he is absent from the address given and his whereabouts cannot be immediately ascertained or because the goods are otherwise not identifiable, or

8.9 It becomes necessary to sell or otherwise deal with the goods either according to the instructions of the Consignor or otherwise pursuant thereto.

(2) In any case referred to in sub-clause (1) of this Condition:

(a) Where instructions from the Consignor with respects to disposing of perishable goods are not or cannot be obtained within a reasonable time having regard to the nature and condition of the goods then such perishable goods may be sold or otherwise disposed of without notice to the Consignor, Consignee or owner of the goods and payment or tender of the net proceeds of any sale after deduction of all charges and expenses incurring in the sale of the goods or otherwise disposing of the goods and also of charges and expenses which may be due or owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery and

(b) Where instructions from the Consignor with respects to disposing of non-perishable goods are not received before the expiration of twenty-one days from the date of the sending of the notice in writing by the Carrier to the Consignor at the address given hereon as his address, then the Carrier may sell such goods or return them to the Consignor at the Carrier's option and where goods are sold payment or tender of the net proceeds of any sale after deduction of all charges and expenses which may be due owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery.

(c) A communication in writing from any agent of the Carrier that the goods cannot be delivered for any reason shall be conclusive evidence of the fact, for the purpose of this sub-clause.

8.10 The Consignor shall specifically declare and fully

describe in writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage by reason of their value or nature, or of a noxious, dangerous, hazardous, or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals with which, or to any store, vessel, vehicles, wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored, or which are liquid or partly liquid form, and additional freight charges shall be paid on such goods if necessary.

#### 9 Risk & Liability

9.1 Insurance of goods, parcels, packages, freights, or cases, etc., or the cases thereof will not be affected by the Carrier.

9.2 All goods to be forwarded shall be subject and liable in every respect to all terms, conditions and requirements which may be imposed by any highway, port, harbour, dock, railway, shipping, airways, or any other Public Authority or Government Department or Officer and any additional expense or charges arising by reason of such terms and conditions or requirements shall be paid by the Consignor.

9.3 Unless otherwise expressed or agreed in writing no responsibility will be accepted by the Carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freights, cases, or containers, or the contents thereof either in transit or in storage for any reason whatsoever.

9.4 The Carrier shall not be under any liability for consequential loss or damage sustained by the Consignor or any other person arising from late delivery or mis-delivery of the goods however caused.

9.5 The Customer guarantees to the Carrier the accuracy of the particulars which are inserted herein and he shall indemnify the Carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.

9.6 In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods the Carrier in addition to acting for himself is acting as agent of and trustee for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if insofar as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.

9.7 It is specially agreed that all the rights, immunities, and limitations of liability granted to the Carrier by the provisions set forth in these conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any condition thereof by the Carrier.

9.8 It is agreed that the person delivering any goods or forwarding is authorised to sign the consignment note for the Consignee and Consignor.

#### 10 Terms of Payment

10.1 Terms of trade are strictly nett 14 days from date of invoice.

10.2 Unless other arrangements have been agreed to in writing by an authorised representative of the Carrier. Referring specifically to this term of this agreement.

10.3 Amounts remaining unpaid 5 working days after the

due date for payments, the Carrier may at its discretion, charge an Administration fee for every month or part thereof, that the debt remains unpaid. The monthly fee will be the greater of \$10 or 5 per cent of the overdue amounts.

#### 10 Jurisdiction

These Terms and the Contract shall be governed by the law of South Australia and the parties submit to the courts of South Australia in respect of any dispute arising.

#### 11 Notice of Defects & or Damages

Any claim for loss of or damage to the goods or relating to the provision of the Services under this contract must be notified in writing to the Carrier within seven (7) days of delivery of the goods or the date by which the goods should have been delivered, failing receipt of which notice the Carrier shall be forever discharged from any and all liability to any person (including the Consignor) in respect of the goods and/or the Services under this contract.

#### 13 Cancellation

13.1 Without prejudice to any other remedies Carrier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Carrier may suspend or terminate the supply of Services to the Customer. The Carrier will not be liable to the Customer for any loss or damage the Customer suffers because the Carrier has exercised its rights under this clause.

13.2 The Carrier may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Customer. On giving such notice the Carrier shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to the Carrier for Services already performed. The Carrier shall not be liable for any loss or damage whatsoever arising from such cancellation.

13.3 In the event that the Customer cancels the delivery of Goods & Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by The Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).

#### 14 Force Majeure

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

#### 15 General

15.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.2 Subject to clause 9, The Carrier shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Carrier of these terms and conditions (alternatively the Carrier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).

15.3 The Customer agrees that the Carrier may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Carrier to provide further Services to the Customer.

15.4 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

I have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.

I warrant by signature below that the information given in support of this application is true and correct.

I further warrant that I am authorized to sign on behalf of the Customer and to bind the Customer in contract.

#### CUSTOMER:

the Customer (as named in the Credit Application and Security Agreement and which forms a part of this document).

Print Name:

Signature:

Date:

Title:

#### WITNESS:

Print Name:

Signature:

Date:

## GUARANTEE AND INDEMNITY

**IN CONSIDERATION OF** Lochert Bros Pty Ltd ABN 11 73 007 629 094 ACN 007 629 094 hereinafter referred to as **"The Carrier"** granting the Customer (as named in the Credit Application and Security Agreement and which forms a part of this document) trade credit. I/WE GUARANTEE payment to The Carrier of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with the Carrier.

### I/WE HEREBY AGREE & ACKNOWLEDGE:

- That this is a continuing guarantee and,
- To indemnify The Carrier against all loss or damage arising from any past, present or future dealing with the Customer or any of us,
- That our liability under this guarantee is joint and several and will not be affected, waived or discharged by any time or indulgences granted by the Carrier or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity &.
- That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Carrier Arrangement (DOCA) or by the Carrier voting in favor of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,
- That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
- That the Carrier is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,
- That this guarantee may not be unilaterally revoked by me or any of us and remains in force until such time as I/we receive written confirmation from The Carrier that we are released from our obligations and liabilities under this guarantee.
- That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
- That I/we indemnify the Carrier against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer and,
- That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,
- That I/we consent to the Carrier effecting a registration on the PPSA register (in any manner the Carrier deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms and,
- That I/we waive my/our right to receive notice of a verification statement in relation to any registration on the register and,
- That I/we must promptly do any act or thing that the Carrier requires to ensure that the Carrier's interest is a perfected security interest and has priority over all of the other security interests and,
- That I/we will not register a financing change statement in respect of the security interest without the Carrier's prior written consent and,
- That the Carrier may, at its absolute discretion, apply any amounts received from me/us toward amounts owing to the Carrier in such order as the Carrier may determine and,
- That if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, I/we agree that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires the Carrier to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the Carrier to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement) and,
- That notices or documents required or permitted to be given to the Carrier for the purposes of the PPSA must be given in accordance with the PPSA and,
- That the Carrier will not disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e) and,
- I/We must, upon demand, reimburse the Carrier for all costs and/or expenses incurred or payable by the Carrier in relation to registering or maintaining any financing statement or any other document in respect of any security interest or releasing in part or in whole the Carrier's security interest and,
- In these terms, the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement.

**I/WE HEREBY CHARGE** in favor of the Carrier all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which I/we now have any legal or beneficial interest or in which I/we later acquire any such interest, with payment of all monies owed by the Customer to the Carrier. I/we shall, upon demand, execute such documents in registrable form, or do such other things as the Carrier requests to give further or better effect to the security granted by me/us to the Carrier and I/we consent to the lodging by the Carrier of a caveat or caveats which note its interest in or over any such land or other caveatable property. In the event that I/we should neglect or fail to deliver the requested instrument of security or consent, I/we hereby appoint the Carrier to be my/our lawful attorney for the purpose of executing and registering such instruments.

**I/WE FURTHER AGREE** that this agreement shall be governed by and construed in accordance with the laws of the **State of South Australia** and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of **South Australia**.

### Notice of Disclosure of Your Credit Information to a Credit Reporting Agency

I/We acknowledge and give consent that The Carrier may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as The Carrier reasonably sees fit from time to time, and for the duration of this agreement, including but not limited to;

- passing the information on to a credit reporting agency
- passing the information on to a debt collector
- obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the **Privacy Amendment (Enhancing Privacy Protection) Act 2012** which amends the **Privacy Act 1988 (Cth)**.
- the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with The Carrier

### GENERAL:

- "I" and "we" and "us" means each of the Guarantors jointly and severally.
- "PPSA" and "Goods" have the meaning ascribed to them in the Credit Application and Security Agreement which forms a part of this document.
- The invalidity or unenforceability of any provision of this Guarantee and Indemnity shall not affect the validity or enforceability of the remaining provisions.
- Clerical errors are subject to correction and do not bind The Supplier.

**I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.**

Guarantor (print)	Name	Signature	Date
Witness (print)	Name	Signature	Date
Guarantor (print)	Name	Signature	Date
Witness (print)	Name	Signature	Date