

# TRUE BLUE ROOFING PTY LTD ACN 127 784 276

## Trading Terms and Conditions

### Definitions

"Supplier" means True Blue Roofing Pty Ltd ACN 127 784 276 and its related bodies corporate (as that term is defined in the *Corporations Act 2001*).

"Client" means any person/s, corporation, trust, partnership etc ordering or requesting work to be carried out or Materials to be supplied by the Supplier.

"Works" means all Works supplied by the Supplier (or its employee, nominated agent or subcontractor) to the Client from time to time.

"Materials" means all Materials supplied by the Supplier (or its employee, nominated agent or subcontractor) to the Client from time to time.

### Acceptance

1. The client is taken to have accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client (or its agent or employees) requests Works to be carried out and/or accepts delivery of any Works.
2. These terms and conditions may only be amended with the Suppliers written consent and shall prevail to the extent of any inconsistency with any other document or agreement.

### Formation of contract

3. Quotations made by the Supplier will not be constructed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only written acceptance by the Supplier of the Client's offer will compete a contract.
4. Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.

### Price

5. At the Supplier's sole discretion the Price shall be either:
  - 5.1 as indicated on invoices provided by the Supplier to the Client in respect of the Works; or
  - 5.2 the Supplier's quoted price (subject to clause 3) which shall be binding on the Supplier provide that the Client accepts the quotation in writing within 14 days.
6. The Supplier reserves the right to change the Price:
  - 6.1 if a variation to the Material which are to be supplied is requested;
  - 6.2 if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
  - 6.3 where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, prerequisite work by a third party not being completed, safety considerations, obscured building defects, changes to specifications etc) which are only discovered on commencement or during the Works; or
  - 6.4 in the event of increases to the Supplier's cost of labour or materials which are beyond the Supplier's control.

### Payment Terms

7. At the Supplier's sole discretion a non-refundable deposit may be required.
8. The Supplier, at its sole discretion, may request that payment of the Works be made either before completion of the Works or by way of progress payments;
9. Payment terms are strictly 14 days from the date of invoice (or such period as agreed in writing by the Supplier). The Supplier may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.
10. Should the Client not pay for the Works in accordance with the terms and conditions as provided herein, or as agreed in writing by the Supplier, the Supplier will be entitled to charge an administration fee of:
  - 10.1 10 percent of the amount of the invoice payable; and
  - 10.2 a further 10 percent per annum payable per year, or part thereof, until payment by the Client.

### Jurisdiction

11. The Client acknowledges and agrees that:
  - 11.1 this agreement will be governed by the laws of Victoria as well as the laws of the Commonwealth of Australia which are in force in Victoria.
  - 11.2 any contract for the supply of the Works between the Supplier and the Client is formed at the address of the Supplier.
  - 11.3 the parties submit to the non-exclusive jurisdiction of courts of Victoria

### Security/charges

12. The Client charges in favour of the Supplier all of its estate and interest in any real property that the Client owns at present and in the future with the amount of its indebtedness hereunder until discharged.
13. The Client charges in favour of the Supplier all of its estate and interests in any personal property that the Client owns at present and in the future with the amount of its indebtedness hereunder until discharged.
14. The Client appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Client's name and as the Client's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property the Client may own in any Land Titles Office in any state or territory of Australia, even though the Client may not have defaulted in carrying out its obligations hereunder.
15. Where the Client has previously entered into an agreement with the Supplier by which the Client has granted a charge, mortgage or other security interest (including a security interest as defined in the *Personal Property Securities Act 2009* ("PPSA")) over or in respect of real or personal property, those charges, mortgaged or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Client under this agreement. The Supplier may at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

### Retention of title

16. Title and ownership of the Materials does not pass to the Client until the Client has made payment in full of all the other money owing by it to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

17. Whilst the Client has not paid for Materials supplied in full at any time, the Client agrees that property and title in the Materials will not pass to the Client and the Supplier retains the legal and equitable title in such Materials.
18. Until payment in full has been made to the Supplier, the Client will hold the Materials in a fiduciary capacity for the Supplier and agrees to store the Materials in such a manner that they can be identified as the property of the Supplier, and will not mix the Materials with other similar Materials.
19. The Client will be entitled to sell the Materials in the ordinary course of its business, but until full payment for the Materials has been made to the Supplier, the Client will sell as agent and bailee for the Supplier and the proceeds of sale of the Materials will be held by the Client on trust for the Supplier absolutely.
20. The Client's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 16 hereof unless and until the funds held on trust are remitted to the Supplier.
21. The Client agrees that whilst property and title in the Materials remains with the Supplier, the Supplier has the right, with or without prior notice to the Client, to enter upon any premises occupied by the Client (or any receiver, receiver manager, administrator, liquidator or trustee in bankruptcy of the Client) to inspect the Materials of the Supplier and to repossess the Materials which may be in the Client's possession, custody or control when payment is overdue.
22. The Client will be responsible for the Supplier's costs and expenses in exercising its rights under clause 18. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Client against the Supplier, its employees, servants or agents.
23. The Client agrees that there the Materials have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the Materials, and if necessary, sell the Materials with the trademark or name of the Client on those Materials, and the Client hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the Materials bearing the name or trademark of the Client.
24. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

### Indemnity

25. The Client indemnifies the Supplier, and keeps the Supplier indemnified, against any claim. This indemnity includes any collection and legal fees and expenses the Supplier incurs to enforce its rights, on an indemnity basis.

### Insolvency

26. If the Client becomes insolvent, the Client remains liable under this agreement for payment of all liabilities incurred hereunder. The Client remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Client being insolvent.

### Waiver

27. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Client must be made by the Client's authorised officer in writing.
28. Until ownership of the Materials passes, the Client waives its rights it would otherwise have under the PPSA:
  - 28.1 section 95 to receive notice of intention to remove an accession;
  - 28.2 section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
  - 28.3 section 121(4) to receive a notice of enforcement action against liquid assets;
  - 28.4 section 129 to receive a notice of disposal of Materials by the Supplier purchasing the Materials;
  - 28.5 section 130 to receive a notice to dispose of Materials;
  - 28.6 section 132(2) to receive a statement of account following disposal of Materials;
  - 28.7 section 132(4) to receive a statement of account if no disposal of Materials for each 6 month period;
  - 28.8 section 135 to receive notice of proposal of Supplier to retain Materials;
  - 28.9 section 137(2) to object to any proposal of the Supplier to retain or dispose of Materials;
  - 28.10 section 142 to redeem the Materials;
  - 28.11 section 143 to reinstate the security agreement; and
  - 28.12 section 157(1) & 157(3) to receive notice of any verification statement.

### Costs

29. The Client must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Client. The Client must also pay for all stamp duty and other taxes payable on this agreement.
30. The Client will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Client, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Client to the supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.
31. Subject to clauses 32 and 34, payments by, or on behalf of, the Client will be applied by the Supplier as follows:
  - 31.1 Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 21 and 31.
  - 31.2 Secondly, in payment of any interest incurred as per clause 37.
  - 31.3 Thirdly, in payment of the outstanding invoice(s).
32. The Supplier may apply and allocate payments received by, or on behalf of, the Client in a manner in the Supplier's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise.
33. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.

34. Payments allocated (and/or reallocated) under clause 32 and/or 33 will be treated as though they were allocated or reallocated, respectively, in the matter determined by the Supplier on the date of receipt of payment.

**Taxes and duty**

35. The Client must pay GST on any taxable supply made by the Supplier to the Client under this agreement. The payment of GST is in addition to any other consideration payable by the Client for a taxable supply.

36. Unless otherwise stated, the Price does not include GST.

**Interest rates**

37. The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

**Set-off**

38. All payments required to be made by the Client under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.

39. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Client by the Supplier.

**Miscellaneous**

40. The Supplier is not liable for any loss caused to the Client by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

41. In relation to the supply of Materials, the Supplier's liability is limited to:

- 41.1 replacing the Materials or supplying similar Materials;
- 41.2 repairing the Materials;
- 41.3 providing the cost for replacing the Materials or acquiring equivalent Materials; and
- 41.4 providing the cost for having the Materials repaired.

42. In relation to the supply of Works, the Supplier's liability is limited to:

- 42.1 supplying the service again; or
- 42.2 providing for the cost of having the Works supplied again.

43. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Client.

44. The Client will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Client under the PPSA.

45. The Client agrees to accept Works of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Client or the Client's authorised representative.

46. The Client further agrees that where we have rights in addition to those under part 4 of the PPSA those rights will continue to apply.

47. The Client irrevocably grants to the Supplier the right to enter upon the Client's property or premises, without notice, and without being in any way liable to the Client or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Client shall indemnify the Supplier from any claims made by any third party as a result of such exercise.

48. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Materials and/or Works pursuant to this agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

**Severance**

49. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

50. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

**Variation**

51. The Client agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Client.

52. Any proposed variation to these terms and conditions by the Client must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

53. Variations requested by the Client will only be binding upon the Supplier if they are accepted in writing.

**Consent to register**

54. The Client hereby consents to the Supplier recording the details of the Agreement on the Personal Property Securities Register and agrees to do all things necessary and required by the Supplier to effect such registration.

55. The Client waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property and Securities Register.

**Entire Agreement**

56. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

57. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement ("**Original Agreement**") between the Client and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms and the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.

**Privacy Act**

58. The Client agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amended (Enhancing Privacy Protection) Act 2012* contained in this document.

The Client hereby applies for the opening of an account and provides the above information in support thereof. I am/We are authorised to sign this credit form on behalf of the Client and the information given is true and correct to the best of my/our knowledge.

<b>Signature</b>		<b>Signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

**PRIVACY STATEMENT**

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amended (Enhancing Privacy Protection) Act 2012*) ("**Act**").
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Client and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit terms, assessing credit worthiness, collecting overdue payments, marketing, sales and business development purposes and direct marketing.
5. The Client and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Client and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purpose of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Client and/or Guarantor(s) or their related bodies corporate.
7. The Client and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Client and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies

- the Client and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Client and/or Guarantor(s) to any of all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Client and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s 21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and what the Client's and/or Guarantor(s) right to request limitations to the use of their information.
    - Veda Advantage
    - Creditor Watch
    - Dun & Bradstreet
    - Experian
  9. The Supplier may disclose Information to, and about them and the Client and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past present or prospective credit providers of the Client and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
  10. By reason of the Client's and/or Guarantor(s) consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealings with the Client's and/or Guarantor(s) Information.
  11. The Client and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Client and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

## DEED OF GUARANTEE & INDEMNITY

To: True Blue Roofing Pty Ltd ACN 127 784 276 and its related bodies corporate

(Supplier)

<b>Name</b>	<b>Address</b>	
<b>Name</b>	<b>Address</b>	

**(Guarantors)** hereby covenant and undertake and if more than one, jointly and severally, as follows:

- Jurisdiction**
- The Guarantors acknowledge and agree the guarantee & indemnity is governed by the laws of Victoria, and the laws of the Commonwealth of Australia in force in Victoria and submit to the non-exclusive jurisdiction of the courts of Victoria.
- Consideration**
- In consideration of the Supplier extending or agreeing to extend credit or further credit to the Client at the Guarantor's request (testified by the Guarantors' execution of this agreement) for Works undertaken from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Client on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Client to the Supplier arising out of a relationship of trustee and beneficiary.
- Guarantee and indemnity**
- The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Client to make due payment of any money owing to the Supplier whether for Materials sold or otherwise or to observe the terms of any agreement between the Client and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Client or any Guarantor and whether successful or not or whether frustrated by the Client or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Client or to any Guarantor including the costs of lodging and withdrawing caveats and obtaining injunctions or enforcing a security over property given to the Supplier.
  - This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Client or the Guarantors, or deemed to be held on trust by the Client for the Supplier, and will be available as a Guarantee and indemnity for the whole of the sums referred to in clauses 3 and 5 of this guarantee and indemnity.
  - Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and east of the Guarantors severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
  - The Supplier will have the right to proceed against the Guarantors under the Guarantee & Indemnity, irrespective of default of the Client to pay and with or without notice to the Client, as if the primary liability for any money owing was the Guarantors' own. Further, the Suppliers will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
  - This guarantee and indemnity will continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Client.
- Right of subrogation**
- In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Client whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Client unless and until the Supplier has been paid in full.
  - In the event of the Client going into liquidation, the Guarantors will be prohibited from proving in competition with the Client unless the Supplier has been paid in full.
- Insolvency of Client**
- No sum of money which the Client pays to the Supplier and the Supplier later pays, is obliged to pay allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Client by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Client.

- The Supplier is at liberty from time to time to charge the account of the Client with charges and expenses, legal or otherwise that the Supplier incurs in connection with the account of the Client and/or this guarantee and indemnity and the same will be part of the monies secured by this deed.
- The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
- The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

- Variation**
- The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Client in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
  - The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Client, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

- Severance**
- If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

- Security/charge**
- The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
  - The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, including amounts referred to in clauses 3 and 4.
  - This guarantee and indemnity secures the repayment of all monies owed by the Client whatsoever, and this deed constitutes the entire guarantee.
  - Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed and will secure all indebtedness and obligations of the Guarantors under this deed. The Supplier may, at its election, vary the terms of such previous charge, mortgages or other securities to reflect the terms herein.

- Personal Properties Securities Act**
- For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security pursuant to the *Personal Properties and Securities Act 2009*.
  - The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

- Service of notices**
- The Guarantors agree to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Guarantors or the Guarantors' authorised representative.

- Privacy Act**
- The Guarantors agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

**Costs**

<b>Dated</b>		
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Position</b>	
	<b>Witness Signature</b>	
	<b>Witness name</b>	
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Position</b>	
	<b>Witness Signature</b>	
	<b>Witness name</b>	

