

CREDIT ACCOUNT APPLICATION

Applicant: _____ (Sole Trader/Company Name)

Trading Name: _____ (Trading Name)

ABN: _____ Date of Application: ____ / ____ / ____ (DD/MM/YYYY)

Account Contact: _____ Position: _____

Period of Ownership: _____ (Years, Months)

Period Under Current Management: _____ (Years, Months)

Requested Credit Limit Amount: _____

CONTACT DETAILS

Registered Office/Principal Place of Business:

Business/Delivery Address (if different from registered office):

Postal Address (if same as business address above, state "as above"):

Telephone: () _____ Email _____

Bank: _____ Branch: _____

PROPRIETOR/DIRECTOR/PARTNER DETAILS

Full Name: _____ Date of Birth: ____ / ____ / ____

Home Address:

_____ Home

Telephone: () _____ Mobile: _____

Full Name: _____ Date of Birth: ____ / ____ / ____

Home Address:

_____ Home

Telephone: () _____ Mobile: _____

TRADE REFERENCES

(Minimum of 3 supplier references required for credit account)

Please provide as many as possible to ensure fast turnaround of account application.

1. Supplier: _____ Ph: () _____
2. Supplier: _____ Ph: () _____
3. Supplier: _____ Ph: () _____
4. Supplier: _____ Ph: () _____
5. Supplier: _____ Ph: () _____

CREDIT AGREEMENT TERMS AND CONDITIONS

By submitting a credit application and/ or ordering goods and services ("goods") from the Supplier, the Customer agrees that the following terms and conditions of sale shall apply to the supply. These terms and conditions replace any previous terms and conditions of sale. These terms and conditions create a security interest in favour of the Supplier for the purposes of the Personal Property Securities Act 2009 (Cth).

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions and the following sections of the document entitled "Deed of Guarantee & Indemnity" ("Guarantee") and any other associated or collateral documents (unless a contrary intention is stated):

- (a) "Consumer" means a consumer as that term is defined in the Australian Consumer Law.
- (b) "Customer" means a person or entity whose order for the purchase of goods is accepted by the Supplier.
- (c) "Group Company" means either of Neta Tire Service and Sales Pty Ltd and NETAWA Pty Ltd.
- (d) "Related Bodies Corporate" means a body corporate that is related to any Group Company by virtue of section 50 of the Corporations Act 2001.
- (e) "Supplier" means Neta Tire Service and Sales Pty Ltd or any of its Related Bodies Corporate or their respective assigns trading under various firm names or styles.
- (f) "Guarantor" means each of the persons who execute this document as guarantor.
- (g) "PPSA" means the Personal Property Securities Act 2009.
- (h) "Purchase Monies Securities Interest" or "PMSI" has the meaning given in section 14 of the PPSA as amended from time to time.

2. INTERPRETATION

- (a) The headings used do not form part of these terms and conditions and are for convenience only.
- (b) Where the context admits or requires, words importing the singular number shall include the plural number, those denoting a given gender shall include all other genders and those denoting natural persons shall include corporations.
- (c) "Including" is not a term of limitation.

3. GENERAL

- (a) Unless otherwise specifically agreed in writing by the Supplier, where any terms and conditions of the Customer's order are inconsistent with these terms and conditions, then these terms and conditions will prevail. Any variations or additions to these terms and conditions not expressly agreed to in writing by the Supplier are expressly rejected by the Supplier.
- (b) A quotation shall not constitute an offer to sell goods to the Customer. No contract for the supply of goods shall exist between the Supplier and the Customer until a Customer's order for goods has been accepted by the Supplier (such acceptance of Customer's orders may be made and communicated by the Supplier in writing or by an overt act of acceptance). The Supplier may accept or refuse any order for goods in its absolute discretion and may make its acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.
- (c) The Supplier may vary these terms and conditions by notice in writing to the Customer (which notice may be given via the Supplier's website). If the Customer is a Consumer, then the Customer may consider the variation and, if not acceptable, may elect not to proceed with the purchase of the goods ordered before the date of the variation but which are intended to be subject to the variation.
- (d) Should there be any variation to any of the information supplied by the Customer to the Supplier or in the structure or nature of the Customer's business (such as a conversion to or from a Company or Trust) the Customer shall forthwith notify the Supplier in writing within 28 days of the variation occurring.
- (e) These terms and conditions and all obligations hereunder shall be binding on the Customer's personal representatives, successors and permitted assigns and shall be for the benefit of the Supplier's successors and assigns.

4. PRICING/ PAYMENT

- (a) Notwithstanding any prior acknowledgment by the Supplier of the price of goods, the prices specified for goods may at the Supplier's option be subject to alteration to reflect the Supplier's prices and charges in effect at the time of delivery.
- (b) Any variations in the invoice or contract price because of currency fluctuations, taxes, customs duty or other imposts shall be to the Customer's account.
- (c) If the Customer is a Consumer, then the Customer may consider the variation referred to in clause 4(b) and, if not acceptable, may elect not to proceed with the purchase of the goods ordered before the date of the variation but which are intended to be subject to the variation.
- (d) The Supplier will be entitled to set off against any money owing to the Customer amounts owed to the Supplier by the Customer on any account whatsoever. However, the Customer shall not set off any amounts allegedly owing by the Supplier to it against any amount due by it to the Supplier.
- (e) All account invoices and statements will be submitted by the Supplier electronically ("E-invoice") to the Customer via the Customer's nominated email address.
- (f) Where the Supplier submits an E-invoice to the Customer's nominated email address the E-invoice will be deemed to have been received by the Customer on the date it was sent.
- (g) It is the Customer's responsibility to ensure that the contact information provided to the Supplier is current and accurate.
- (h) Unless otherwise agreed to by the Supplier, the only accepted means of paying accounts will be by cash, bank cheque, or electronic funds transfer, all without any deduction.
- (i) Payments received by the Supplier shall be applied first in payment of interest and any costs of and incidental to debt recovery and any amounts payable pursuant to clause 4(d) and then in reduction of principal amounts owing.
- (j) Payments received without remittance advice will be applied first to the oldest balance owing by the Customer.

5. ACCOUNT TERMS

- (a) The terms of payment are net cash prior to supply of the goods or within 30 (thirty) days from the end of the month in which the goods are supplied to the Customer if a credit account has been granted by the Supplier.
- (b) Despite any other clause in these terms and conditions, the Supplier may withdraw the Customer's credit facilities at any time without notice or at its discretion alter the Customer's credit limit for any reason. The Supplier will notify the Customer of any such withdrawal or alteration by way of notice in the following monthly account statement to the Customer.
- (c) The Customer is liable for all purchases made under their account number and/or account name. It is not the responsibility of the Supplier to verify authority for the purposes of supplying or delivering goods to the Customer. It is the sole responsibility of the Customer to ensure there is no unauthorized use of their account number or name.

6. PERSONAL PROPERTY SECURITIES ACT

- (a) The Customer agrees that these terms and conditions create a PMSI in the goods (and their proceeds) supplied presently and in the future by the Supplier to the Customer.
- (b) The Customer agrees to do all things necessary and execute all documents reasonably required to register the PMSI granted by the Customer under these terms and conditions and to ensure that the Supplier acquires a perfected security interest in the goods under the PPSA.
- (c) The Customer will, upon demand, pay all the Supplier's expenses and legal costs (on a solicitor and own client basis) in relation to or in connection with the registration of the Supplier's security interest and all other costs associated with protection and enforcement of the Supplier's security interest created by these terms or the repossession of the goods the subject of these terms or the exercise, enforcement or preservation of any right or interest under these terms or any contract that the Supplier has with the Customer.
- (d) Until ownership of the goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the extent that it is permitted by law: Sections 95, 118, 121(4), 129, 130, 132(3)(d), 132(4), 135(2), 137(3), 142, 143, 157(1) and 157(3).
- (e) The Customer agrees that where the Supplier has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.

- (f) The Customer's right to possession of goods still owned by the Supplier under these terms shall cease if:
 - (i) the Customer being an individual, commits an act of bankruptcy;
 - (ii) the Customer being company, is placed into external control (including appointment of a receiver, manager, administrator, controller or liquidator) or upon the Customer entering into a Deed of Company Arrangement;
 - (iii) the Customer ceases or threatens to cease conducting business in the normal manner or applies for deregistration or receives a deregistration notice;
 - (iv) the Customer fails to comply with any demand for payment issued by the Supplier or any Group Company;
 - (v) the Customer breaches any of the terms contained herein and/or are in default of any other agreement between the Supplier or any other Group Company and the Customer.
- (g) The Customer expressly and irrevocably agrees that the Supplier is entitled to enter any premises where the goods supplied by the Supplier are located to repossess, remove and sell such goods. The Customer (its successors and assigns, including any external manager or administrator) shall not object to the Supplier, or its agents, entering any premises for the purpose of this clause and agrees to indemnify and keep the Supplier indemnified in respect of any claims, actions and costs that may arise against the Supplier in relation to the removal, repossession and sale of the goods pursuant to these terms and conditions including any claims brought by third parties.
- (h) The Customer agrees that repossession and retention of the goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to the Supplier by the Customer, as is equivalent to the Supplier's estimation of the market value of the goods as it is at the date of repossession and the Customer shall be liable for any difference between the market value of the repossessed goods and any amounts owing by the Customer to the Supplier as at the date of repossession.
- (i) Until ownership of the goods passes, the Customer must not give the Supplier a written demand or allow any other person to give the Supplier a written demand requiring the Supplier to register a financing change statement under the PPSA or enter or allow any other person to enter into the Personal Property Securities Register a financing change statement under the PPSA.
- (j) The Customer agrees not to change the Customer name or undertake any changes to any documents that the Supplier has registered, requires to be registered or are capable of being registered on the Personal Property Securities Register without prior written consent of the Supplier. For avoidance of doubt, these terms regarding the PPSA apply even where the Customer is a Consumer.

7. DEFAULT

If:

- (a) the Supplier has any reasonable grounds to believe that the Customer may not be able to make due and punctual payment to the Supplier or there is any default or failure by the Customer in making due and punctual payment to the Supplier of any moneys owing by the Customer; or
- (b) the Customer is insolvent including appointment of an administrator, liquidator, provisional liquidator, receiver, receiver and manager, controller, trustee in bankruptcy or any other circumstance that denotes insolvency; or
- (c) there is a serious breach by the Customer of any of these terms and conditions,

then all monies payable by the Customer to the Supplier shall at the Supplier's election become immediately due and payable; and the Supplier may without prejudice to any other rights it may have, do any or all of the following:

- (d) place a credit stop on the Customer;
- (e) withdraw any credit facilities which may have been extended to the Customer;
- (f) withhold any further delivery of goods;
- (g) in respect of goods already delivered, enter onto the Customer's premises to recover and resell the goods for its own benefit;
- (h) recover from the Customer the cost of materials or goods acquired for the purpose of future deliveries; or
- (i) exercise such rights as are afforded to the Supplier under the PPSA and at law generally.

and recover any costs incurred by the Supplier related to the enforcement of payment (including legal costs on an indemnity basis)

8. DELIVERY

- (a) Goods will be delivered or deemed to be delivered, when they are delivered to the delivery place nominated by the Customer. If no such address is nominated, then delivery will be deemed to occur at the time when the goods are ready for collection at the Supplier's premises.
- (b) The Customer authorises the Supplier to deliver products to the place nominated by the Customer and to leave the products at such place whether or not any person is present to accept delivery. The Supplier shall not be liable on any basis whatsoever for loss suffered by the Customer after delivery to the nominated delivery place.
- (c) Any times quoted for delivery are estimates only and the Supplier shall not be liable to the Customer for any failure to deliver or for delay in delivery of goods caused by a circumstances beyond the control of the Supplier.
- (d) The Customer shall not be relieved of any obligation to accept or pay for goods because of any delay in delivery.

9. PROPERTY AND RISK

- (a) The goods shall be at the sole risk of the Customer as soon as they are dispatched from the Supplier's premises.
- (b) Property in and title to the goods will not pass to the Customer until those goods and all other amounts owed to the Supplier by the Customer have been paid for in full, and until then:
 - (i) the Customer will hold the goods as bailee for the Supplier;
 - (ii) the goods must be stored separately and in a manner enabling them to be identified as goods of the Supplier;
 - (iii) the Customer may sell the goods in the ordinary course of its business as bailee for the Supplier and will hold the proceeds of sale in a separate account on trust for the Supplier and account to the Supplier for those proceeds; and
 - (iv) the Supplier may require the Customer to return the goods to it on demand and may enter upon the premises of the Customer to inspect or repossess the goods.
- (b) The Customer expressly and irrevocably agrees that the Supplier is entitled to enter any premises where the goods supplied by the Supplier are located to repossess, remove and sell such goods. The Customer, its successors and assigns (including any external controller) shall not object to the Supplier, or its agents, entering any premises for the purpose of this clause and agrees to indemnify and keep the Supplier indemnified in respect of any claims, actions and costs that may arise against the Supplier in relation to the removal, repossession and sale of the goods pursuant to these terms and conditions including any claims brought by third parties.
- (c) The Customer shall insure the goods against theft or any damage until such goods have been paid for or until they are sold by the Customer whichever occurs first, and the Customer shall provide such details upon request of the Supplier. If the Customer does not insure the goods or fails to supply details of its insurance policy, the Customer will reimburse the Supplier for the cost of any insurance which the Supplier may reasonably arrange in respect of the goods.

10. RETURN OF GOODS (CONSUMERS)

If the Customer is a Consumer:

- (a) The goods are covered by the guarantees and warranties provided under the Australian Consumer Law.
- (b) No other guarantees or warranties apply to the goods other than those referred to in paragraph 10(a) above.

11. RETURN OF GOODS AND CLAIMS UPON SUPPLIER (NON-CONSUMERS)

If the Customer is not a Consumer:

- (a) Unless agreed in writing by the Supplier, and subject to the rights of the parties at law, the Supplier will not accept the return of goods. If goods are accepted for return by the Supplier, it may attract a restocking charge
- (b) Any claims for failure to comply with the Customer's order must be made within fourteen (14) days from the date of delivery, failing which the Customer shall be deemed to have accepted the goods.
- (c) These conditions shall not exclude or limit the application of any provision of any statute including any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void. To the extent permitted by law all conditions, warranties and undertakings are expressly excluded.
- (d) The Supplier's liability for breach of a non-excludable condition or warranty is limited at the Supplier's option, to any one of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of providing replacement goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- (e) The Supplier shall not in any circumstances be liable to the Customer for any claim for indirect loss or damages whatsoever, including consequential loss, loss of profits, loss of opportunity or loss of use.

12. PRIVACY

- (a) The Supplier's Privacy Policy will be available on its website or upon request to the Supplier, and forms part of these terms and conditions.
- (b) In accordance with the Supplier's policies, the Customer agrees that the Supplier may use or disclose information to the Group Companies and to third parties for the purpose of:
 - (i) providing the goods;
 - (ii) providing information about goods;
 - (iii) sending information on any of the Group Companies and their services;
 - (iv) performing administrative and marketing operations;
 - (v) complying with legislative and regulatory requirements or as otherwise permitted or authorized by law;
 - (vi) considering any other credit application the Customer may make to the Supplier or any other Group Company;
 - (vii) managing the Supplier's rights and obligations in relation to external payment e.g. credit card schemes, conducting market research or customer satisfaction research;
 - (viii) developing, establishing and administering arrangements (including rewards programs) with other organizations in relation to the promotion, administration and use of any of the Group Company's goods; and
 - (ix) developing and identifying products and services that may interest the Customer.

13. FITNESS FOR PURPOSE

To the maximum extent permitted by law, the Customer agrees that it does not rely on the skill or judgement of the Supplier or any advice, recommendation, information or assistance provided by the Supplier in relation to the suitability of any goods for a particular purpose.

14. GST

- (a) Any expression used in this clause and which is defined in the "A New Tax System, (Goods and Services Tax) Act 1999" has the same meaning in this clause 14.
- (b) With the exception of any amount payable under this clause 14, unless otherwise expressly stated all amounts stated to be payable by the Customer under these terms and conditions are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with these terms and conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document, subject to the provision of a tax invoice by the supplier to the recipient.

15. TRUST AND TRUSTEES

Where the Customer is a trustee:

- (a) The Customer agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Supplier.
- (b) The Customer warrants that it has full power and authority to enter into this Agreement on behalf of the trust and that it, as trustee, shall be bound by these terms and conditions and that it enters into this Agreement both personally and as trustee, irrespective of whether or not it discloses to the Supplier that it is a trustee at the time of entering into this or any other credit agreement with the Supplier.

16. CHARGE

- (a) In consideration of the acceptance of this application by the Supplier and as an essential condition of the terms of supply, the Customer charges all of their real property (including any leasehold interests) both present and future and wheresoever situated with the amount of their indebtedness to the Supplier on any account whatsoever from time to time.
- (b) The Customer hereby authorises any officer, partner or employee of any solicitors or agents engaged by the Supplier or any of the Supplier's officers or employees to sign any stamp duties form on the Customer's behalf so as to enable the Supplier to exercise its rights under this clause 16.

17. LAWS TO GOVERN PROVISIONS OF AGREEMENT

- (a) Unless varied by notice in writing by the Supplier these terms and conditions shall be governed by and construed in accordance with the laws of the state of Queensland. The parties submit to the exclusive jurisdiction of the courts in Queensland.

18. NOTICES

Notices to be given by the Customer to the Supplier may be delivered personally or sent to the Financial Controller of the Supplier at the Supplier's address at 21 Charles Ulm Place Eagle Farm, Queensland 4009 and, unless the contrary is proved, notice shall be taken as delivered when received by the Supplier at that address.

Notices to be given to the Customer by the Supplier may be delivered personally or sent to the Customer's last known address and, unless the contrary is proved, shall be taken as delivered on the second business day following posting.

Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post.

19. SEVERANCE

In the event that the whole or any part or parts of any provisions in this agreement should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be severed from these terms and conditions but the validity and enforceability of the remainder of these terms and conditions shall not be affected.

20. SUB-CONTRACTING

The Supplier reserves the right to sub-contract the manufacture and/ or supply of the goods or any part thereof to a third party.

21. WAIVER

No failure or delay by the Supplier in exercising a right under this Agreement shall be taken as a waiver of such right by the Supplier.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Agreement.

DATED THIS _____ DAY OF _____ 20__

(Signature)

Name: _____ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

(Signature)

Name: _____ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

(Signature)

Name: _____ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

(Signature)

Name: _____ (Print)

DIRECTOR/PARTNER/TRUSTEE/PROPRIETOR

Note:

- If the Applicant is a Company, then two (2) Directors or one (1) Director and one (1) Secretary to sign
- If the Applicant is a Sole Trader, Trust or Partnership ALL Proprietors/Trustees/Partners are to sign

RETURN OF APPLICATION

Once completed in full, please return via:

Email: admin@neta.com.au

Fax: (07) 3256 7471

Post: 21-31B Charles Ulm Place, Eagle Farm QLD 4009

While every effort is made to process and approve account applications quickly, please allow up to two weeks for processing as it can take some time for reference checks to be completed. If you would like to start immediate trade with us, please tick the following box, and a cash sale account will be set up using the above details so that trade can commence immediately. You will be notified via post when your credit account has been set up.

☐ Yes, please set up a temporary cash sale account

If you have any questions in relation to account applications or approval progress, please do not hesitate to contact us on (07) 3552 2811.

Yours faithfully



Scott Watson

Chief Financial Officer

Neta Tire Service and Sales Pty Ltd

DIRECT DEBIT REQUEST

The attached Direct Debit Request form allows us to process your credit card payments or direct debits from your preferred account as your account becomes due. It is not compulsory that you complete this form, however, we offer this option as a complimentary service to our valued customers to assist with making the payment process as hassle-free as possible.

If you wish to complete this form, please indicate your communication preferences below:

I wish to be contacted before each transaction is processed: Yes / No *(Please circle)*

Note: By circling NO above, you are authorising us to process any payment owed by the Applicant by using the payment details in the attached form as the payment becomes due and that you do not require us to contact you for authority prior to processing due amounts.

I *(Full Name)* acknowledge by signing

this form, that I am authorised to provide the credit card and/or bank account details for use by Neta and that I have the authority to direct Neta to process payments on behalf of the Applicant.

Position/Job Title: **Date:**/...../20 *(DD/MM/20YY)*

Signature:

Note: Revocation of authority to use the credit card or bank account details contained in the form must be made in writing and sent to admin@neta.com.au or posted to:

Neta Tire Service & Sales Pty Ltd
21 Charles Ulm Place
Eagle Farm QLD 4009

A letter of confirmation of revocation will be provided to confirm receipt.

ANNEXURE A

Accounts contact details:

Statement email address: _____

Invoice email address: _____

Sales contact details:

Sales email address: _____

Subscribe to Specials: ☐ YES ☐ NO

☐ Wheels (Steel)

☐ Wheels (Alloy)

☐ Truck

☐ OTR

☐ Passenger/ 4X4

DEED OF GUARANTEE & INDEMNITY "GUARANTEE"

Every term and condition, including definitions, contained in the Credit Agreement between the Supplier and

_____ [name of Customer] dated _____ [date of Credit Agreement] and referred to below is incorporated in this Guarantee by reference.

IN CONSIDERATION of the Supplier agreeing to supply goods and/or services to the Customer, at the request of

_____ [name of Director(s)] ("the Guarantor(s)"), the Guarantor and his/her respective administrator(s) and assigns jointly and severally with any other Guarantor hereby unconditionally and irrevocably agrees to all of the following:

1. To guarantee the due and punctual payment by the Customer to the Supplier of all monies owing ("the Debt") by the Customer to the Supplier and will immediately upon demand by the Supplier, in the event of default by the Customer, pay the Debt to the Supplier.
2. This guarantee shall be a continuing guarantee and shall cover and secure the Debt and any other monies from time to time owing to the Supplier by the Customer and notwithstanding the liquidation, incapacity or any change in the constitution of the Customer or the Guarantor and notwithstanding any settlement of account and notwithstanding any other matter whatsoever.
3. The liability of the Guarantor pursuant to this guarantee shall not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession to the Customer or any compounding, compromise, release, abandonment, waiver, variation or relinquishment of any rights of the Supplier or by any omission or neglect or by any other dealing, matter or thing which but for this provision could or might operate to abrogate, prejudice or compromise this guarantee, it being the intent of the parties hereto that the guarantee obligations of the Guarantor hereunder shall be absolute and unconditional in all circumstances.
4. The Guarantor hereby further covenants and agrees with the Supplier to indemnify and keep indemnified the Supplier against any loss, damage, cost, charge or expense whatsoever incurred or suffered in connection to or in consequence with any breach or default or attempted breach or default by the Customer of the obligations on the part of the Customer to be observed or performed and the Guarantor will pay on demand any sums due to the Supplier by reason of this indemnity.
5. The Guarantor hereby undertakes and agrees to pay to the Supplier upon demand all costs, charges (including, without limitation, all legal fees on an indemnity basis), stamp duties, taxes and any other expenses incurred by the Supplier in connection with the negotiation, preparation, enforcement and preservation of any rights under this guarantee.
6. The Guarantor hereby undertakes and agrees to any interest from the date of demand until payment on so much of the Debt as prescribed in the Credit Agreement.
7. That nothing herein contained shall in any way prejudice or affect the Supplier's rights and remedies against the Customer or any other guarantor and the Supplier shall not be under any obligation to first proceed against the Customer or any other guarantor for enforcement of its right and remedies against the Guarantor.
8. That a certificate by any director or other authorised officer of the Supplier that any amount is due shall be accepted by the Guarantor as prima facie evidence of any payment due to the Supplier on account or otherwise by or on behalf of the Customer of the Debt and shall operate as an acknowledgment of the liability of the Guarantor according to these terms.
9. To secure the payment of all monies which the Guarantor may become liable to pay to the Supplier, and as an essential condition of this Guarantee, the Guarantor charges all of their interest in real property (including leasehold interests) both present and future and wheresoever situated with the amount of the Guarantor's indebtedness to the Supplier on any account whatsoever from time to time.
10. The Guarantor authorises any officer, partner or employee of any solicitors or agents engaged by the Supplier or any of the Supplier's officers or employees to sign any stamp duties form on their behalf so as to enable the Supplier to exercise its rights under this Guarantee.

SIGNED, SEALED AND DELIVERED BY EACH GUARANTOR NAMED BELOW

I/we hereby acknowledge and agree that before signing this Guarantee I/we have been given and have read all of the terms of the Credit Application, Terms and Conditions of Sale and Agreement between the Supplier and the Customer and this Guarantee that I/we fully understand that the terms and nature and effect of each of those documents and in particular that this Guarantee will be a continuing guarantee (subject only to its terms) for all of the Customer's obligations under the Application for Credit Facilities and that I/we have been given an opportunity to obtain legal advice on those terms and either have taken that advice or declined to get it (as the case may be).

Signature of Guarantor _____

Signature of Witness _____

Print Name _____

Print Name _____

Date _____

Date _____

Signature of Guarantor _____

Signature of Witness _____

Print Name _____

Print Name _____

Date _____

Date _____