



**TRANSFAB HOLDINGS PTY LTD
T/A TRANSFAB REINFORCEMENT AUSTRALIA
ACN 662 386 441 ABN 53 662 386 441**

215-219 Maidstone Street, ALTONA VIC 3018

P: 03 9315 0526 F: 03 9315 0667

E: accounts@transfabreo.com.au W: www.transfabreo.com.au

APPLICATION FOR COMMERCIAL CREDIT

APPLICANT

TRADING NAME			
NAME OF COMPANY, TRUST, PERSON(S) OR PARTNERSHIP OPERATING BUSINESS			
IS THE APPLICANT A TRUSTEE OF ANY TRUST?			
ACN		ABN	
BUSINESS STREET ADDRESS			
BUSINESS POSTAL ADDRESS			
NAME OF BANK	BRANCH		
ACCOUNT NO.	BSB		
DATE BUSINESS COMMENCED	NATURE OF BUSINESS		
ESTIMATED MONTHLY PURCHASES	CREDIT LIMIT APPLIED FOR		
CONTACT PERSON	TEL (B/H)		
FAX (B/H)	EMAIL		

ACCOUNTS PAYABLE OFFICER	TEL (B/H)	
FAX (B/H)	EMAIL	

DETAILS OF PARTNER/DIRECTOR

NAME	DOB	
ADDRESS	DRIVERS LICENCE NO:	
TITLE	MOBILE	

NAME	DOB	
ADDRESS	DRIVERS LICENCE NO:	
TITLE	MOBILE	

TRADE REFERENCES (MAJOR STEEL, CONCRETE, OR FORM WORK SUPPLIERS)

BUSINESS NAME	TELEPHONE	
ADDRESS	FAX	
BUSINESS NAME	TELEPHONE	
ADDRESS	FAX	
BUSINESS NAME	TELEPHONE	
ADDRESS	FAX	

TERMS AND CONDITIONS

By submitting a credit application and/or ordering goods or services from Transfab Holdings Pty Ltd ACN 662 386 441 trading as Transfab Reinforcement Australia (Supplier), the Applicant agrees that the following terms and conditions will apply to the supply. The Supplier, is not bound by the Applicants terms of purchase or any other conditions the Applicant seeks to impose on, or that purport to apply to, the purchase of goods or services by the Applicant from the Supplier. The parties must not amend these terms and conditions unless recorded in writing and signed by an authorised Supplier representative.

Interpretation

"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) as amended.

"Agreement" means these terms of conditions and any Schedules.

"Anti-Corruption Law" means any law prohibiting or relating to bribery, corruption, kickbacks, secret commissions or money laundering, including without limitation, the Foreign Corrupt Practices Act 1977 (US), the Bribery Act 2010 (UK), the Criminal Code Act 1995 (Cth), the Crimes Act 1961 (NZ), the Secret Commissions Act 1910 (NZ), and any anti-corruption regulations and provisions applicable in the European Union or in any other locations in which any The Supplier carries on business.

"Applicant" means the party named in the Schedule, or, if no party is named, the party to whom the Supplier provides this Agreement.

"Consumer" means a consumer as that term is defined in the ACL.

"Consumer Contract" means a contract for the supply of Goods or services to an individual whose acquisition of the goods or services is wholly or predominantly for personal, domestic or household use or consumption. However, if the relevant parts of the definition of 'Consumer Contract' under the ACL are amended at any time, this definition is also amended accordingly.

"GST" means the Goods and services Tax as defined in A New Tax System (Goods and Services Act) 1999 (Cth) as amended.

"Order" means a request by the Applicant to purchase goods or obtain services from the Supplier.

"PPSA" means the Personal Property Securities Act 2009 (Cth) as amended.

"Related Bodies Corporate" has the meaning in the Corporations Act 2001 (Cth);

"Schedule" means the schedule on the front page of or attached to this Agreement.

"Site" means any location to which the Applicant requests that goods be delivered or at which services are to be performed.

"Small Business Contract" means a contract for the supply of Goods or services where:

(a) at the time the contract is entered into, at least one party to the contract is a business that employs fewer than 20 persons; and

(b) either of the following applies:

(i) the upfront price payable under the contract does not exceed \$300,000;

(ii) the contract has a duration of more than 12 months and the upfront price payable under the contract does not exceed \$1,000,000.

However, if the relevant parts of the definition of 'Small Business Contract' under the ACL are amended at any time, this definition is also amended accordingly.

"Supplier" means Transfab Holdings Pty Ltd ACN 662 386 441 trading as Transfab Reinforcement Australia and its Related Bodies Corporate.

Payment terms

1. The terms of payment are strictly net thirty (30) days from the end of month in which the Supplier's invoice is raised (or such other period as stated on the Supplier's invoice).
2. The Applicant must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of

receipt. Failing advice from the Applicant that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.

3. Interest shall be payable on any amounts outstanding outside payment terms by the Applicant to the Supplier at the Reserve Bank of Australia (RBA) cash rate plus 7% per annum. By way of example if the RBA cash rate at a particular time is 1.5% then interest shall be payable at that time by the Applicant on outstanding amounts at 8.5% per annum.

Jurisdiction

4. The Applicant acknowledges and agrees that this Agreement will be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
5. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
6. The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges

7. The Applicant charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
8. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
9. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant'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 that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Applicant (in the event that there is no default by the Applicant in carrying out its obligations hereunder).
10. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant 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, mortgages 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 Applicant under this Agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Purpose of credit

11. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

12. Quotations shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. The Supplier, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time

- prior to the formation of a contract in accordance with clause 13.
13. Quotations made by the Supplier will not be construed 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 upon provision of written reasons to the Applicant. Only written acceptance by the Supplier of the Applicant's offer will complete a contract.
 14. Placement of an Order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.
 15. At the Supplier's sole discretion a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the Order of the goods and/or services and shall immediately become due and payable upon placement of an Order.

Variations

16. Where the Applicant requests or directs that any additional goods and/or services be supplied that are not strictly in accordance with the quotation, then such additional goods and/or services shall constitute a variation, unless otherwise agreed between the parties.
17. The Applicant understands and agrees that:
 - (a) all variations must be agreed between the parties in writing; and
 - (b) all variations shall be invoiced at the rate(s) specified in the quotation or as specifically quoted.
18. Notwithstanding clauses 16 and 17, and subject to any rights the Applicant might have under any relevant legislation, the Supplier reserves the right to vary the quoted price if:
 - (a) there is any movement in the cost of supplying the goods and/or services specified in the Applicant's Order;
 - (b) the goods and/or services specified in the Applicant's Order are varied from the goods and/or services specified in the Supplier's quotation;
 - (c) the goods and/or services actually supplied by the Supplier differ from the Applicant's Order and/or the Supplier's quotation; or
 - (d) otherwise provided for in these terms and conditions.

Cancellation of Orders

19. Unless otherwise agreed in writing between the parties, the Applicant may not cancel an Order (or any part of an Order) unless the Applicant pays to the Supplier (in the Supplier's sole discretion) any and all costs incurred by the Supplier in relation to the cancelled Order (or cancelled part of an Order) up until and including the date of cancellation.
20. Notwithstanding any other rights the Supplier may have under this Agreement, the Supplier may cancel any Order or delivery of any Order, by providing written notice to the Applicant if the Applicant:
 - (a) Defaults in payment of any invoice by the due date;
 - (b) Enters into liquidation or, in the case the Applicant is an individual, becomes bankrupt; or
 - (c) Breaches an essential term of this Agreement.
21. To the fullest extent permitted by law, the Supplier accepts no liability for any loss whatsoever incurred by the Applicant or any third party as a result of the Supplier exercising its rights under clause 20.

Delivery

22. The Applicant acknowledges and accepts that:
 - (a) any estimated delivery or supply of goods provided by the Supplier is an estimate only and the Supplier will not be liable for any loss suffered by the Applicant as a result of any delay in the delivery of good; and
 - (b) The method of transport used in delivery of good to the Applicant shall be at the Supplier's option, unless the Applicant requests a particular method of transport.
23. Delivery will be made within normal business hours between Monday to Friday, 8.00am to 5.00pm only (unless otherwise agreed to in writing).

24. Delivery shall be kerbside to the address of the Site unless otherwise agreed between the parties. In the event that Delivery is within the Site, (that is, beyond the kerbside), the Applicant accepts all responsibility and liability for any damage, loss, injury or claim of any sort which results from the Supplier being instructed to deliver the goods within the Site including where such damage, loss, injury or claim is made/suffered by the Supplier. The Supplier shall be entitled to charge additional reasonable amounts in respect to delays caused in accessing the Site including but not limited to by reason of induction requirements.
25. Delivery is deemed to occur at the earlier of:
 - (a) The collection of goods from the Supplier by the Applicant or any third party on behalf of the Applicant;
 - (b) The time of loading of goods at the Supplier's premises for the purpose of delivery to the Applicant.
26. The Applicant must ensure that its representative is available at the time of delivery to acknowledge delivery by signing a receipt. Where the Applicant or its representative is not in attendance when the goods are delivered, the Supplier reserves the right to:
 - (a) to charge a reasonable fee for storage and/or redelivery charges in the event the Applicant does not, or is unable to, accept delivery of the goods; or
 - (b) Unload the goods.
27. The Supplier accepts no liability for any claim arising out of the unloading of the goods.
28. In the event that a vehicle engaged in the delivery of the goods is damaged at the Site due to the condition of the Site, the Applicant agrees to indemnify the Supplier against any such damage, and shall be liable to pay to the Supplier the cost of repairing the damage.
29. The Applicant accepts that the Supplier may deliver goods by instalments and require payment for each separate instalment in accordance with these terms and conditions.
30. The Applicant acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery.
31. The Applicant must inspect the goods immediately upon delivery and must within seven (7) days after the date of inspection give written notice to the Supplier with particulars, of any claim that the goods are not in accordance with this Agreement. If the Applicant fails to give notice, then to the extent permitted by law, the goods must be treated as having been accepted by the Applicant and the Applicant must pay for the goods in accordance with these terms and conditions.
32. At no time does the Supplier take or accept any responsibility for the Applicant's Site and all risk and liability in and relating to the Site remains with the Applicant at all times.
33. The Applicant acknowledges and agrees that any return will incur a handling and administration charge of ten (10) percent of the purchase price of the returned goods.

Return of Goods Consumers

34. If the Applicant is a Consumer, the provisions of this clause 34 apply.
 - (a) Unless agreed in writing by the Supplier, the Supplier will not accept the return of goods. Goods accepted for return by the Supplier may attract a charge to recover restocking and repackaging charges. The amount of this charge will be determined by The Supplier and recoverable from the Applicant.
 - (b) The proof of purchase from the Applicant must accompany all goods returned to the Supplier.
 - (c) The Goods and services come with guarantees that cannot be excluded under the ACL. The Applicant is entitled to a replacement or refund for a major failure and to compensation for any other reasonably foreseeable loss or damage in accordance with the ACL. The Applicant is entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The Applicant is entitled to have Services re-supplied or be paid for the cost of having the

Services re-supplied if the services do not comply with the guarantees.

- (d) The guarantees under the ACL are given by the Supplier.
- (e) If the Applicant believes the goods or services do not comply with the statutory guarantees, they must contact the Supplier and the parties may make arrangements for the return of the goods. Any returned goods must be accompanied by proof of purchase. If the Supplier agrees that the goods or services do not comply with the statutory guarantee the Supplier will refund the costs of returning the goods to the Supplier and, in all other respects, act in accordance with its obligations under the ACL.
- (f) Subject to clause 34(d), all other terms, representations, warranties, guarantees and conditions that might otherwise be granted or implied by Law are expressly excluded to the maximum extent permitted by Law, unless agreed by the Supplier in writing. The Supplier does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified except to a limited extent, as between The Supplier and the Applicant by Law.

Return of Goods Non Consumers

- 35. If the Applicant is not a Consumer, the provisions of this clause 35 apply.
 - (a) Unless agreed in writing by the Supplier will not accept the return of goods. Goods accepted for return by the Supplier may attract a charge to recover restocking and repackaging charges. The amount of this charge will be determined by the Supplier, and debited to the credit account of the Applicant.
 - (b) The proof of purchase from the Applicant must accompany all goods returned to Supplier.
 - (c) The Applicant will ensure it has an authorised representative at the delivery site to check prior to unloading that the information shown on the delivery docket corresponds with the Order. Unless otherwise noted on the delivery docket, the signature of the Applicant's representative on the delivery docket will represent acknowledgment by the Applicant that the goods comply with the Order and have been supplied in accordance with the Contract.
 - (d) All claims for the Supplier's failure to comply with the Order whether due to shortfall, defect, incorrect delivery or otherwise must be made in writing on the delivery docket / receipt / manifest signed by the Applicant and immediately returned with the cartage contractor. Where the point of delivery or collection is unattended, the Applicant will give notice in writing to the Supplier, prior to installation, by giving written notice to the Supplier within seven (7) days (time being of the essence) from the date of delivery of goods or the performance of Services. If the Applicant fails to provide such notice then the Applicant will be deemed to have accepted the goods and services. The Supplier will have the right to inspect on site any goods notified by the Applicant as being defective and until such inspection is completed the product must not be installed.
 - (e) All terms, representations, warranties and conditions that might otherwise be granted or implied by Law are expressly excluded to the maximum extent permitted by Law, unless the Supplier agrees in writing. The Supplier does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified except to a limited extent, as between the Supplier and the Applicant by Law.
 - (f) Supplier's liability for failure to comply with the Order whether due to shortfall, defect, incorrect delivery or otherwise, or for any other breach of the Contract or of a non-excludable condition or warranty, is in all cases limited at 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;

- iv) the payment of the cost of having the goods repaired; or
- v) in the case of services, the re-supply of the services or paying for the cost of re-supplying the Services.

- (g) Subject to clause 35(f) and to the extent permitted by Law, if the Contract is not a Consumer Contract or a Small Business Contract, the Supplier will not be liable to the Applicant or any other person for any loss, cost, damage or expense whatsoever arising directly or indirectly as a result of or in connection with any Contract, including but not limited to loss, costs, damages or expenses arising directly or indirectly from the supply of the goods or services by Supplier, the use or performance of the goods, a breach of any Contract (including any implied warranty, representation, term or condition in relation to the goods), any failure to install the goods in accordance with their applicable installation instructions and manuals provided with the goods or to operate the goods in accordance with their operation instructions and manuals provided with the goods or the negligence or wilful act of the Supplier (including its employees or agents), the Applicant or any third party, including in relation to the installation of the goods.
- (h) Despite any clause to the contrary in the Contract, neither the Applicant nor Supplier are liable to the other for:
 - i) any loss, cost, damage or expense to the extent that it is for indirect, special, economic or consequential loss, where consequential loss means any loss, cost, damage or expense beyond the normal measure and beyond that which every plaintiff in a like situation would suffer; and
 - ii) any loss of revenue, business or profits or any nature whatsoever, loss of expected savings, loss of chance or business opportunity, business interruption, loss or reduction of goodwill or damage to reputation or any loss of value of intellectual property.

Fitness for Purpose

- 36. If:
 - a) the Applicant is not a Consumer; and
 - b) the Contract is not a Consumer Contract or a Small Business Contract,then the Applicant agrees that:
 - c) it does not rely on the skill or judgment of the Supplier in relation to the suitability of any goods for a particular purpose; and
 - d) any advice, recommendation, information or assistance provided by the Supplier is provided without any liability by the Supplier whatsoever.If:
 - a) the Applicant is a Consumer; or
 - b) the Contract is a Consumer Contract or a Small Business Contract,

then the Applicant acknowledges and agrees that:

- c) it must install the goods in accordance with their applicable installation instructions and manuals provided with the goods or to operate the goods in accordance with their applicable operation instructions and manuals provided with the goods; and
- d) any advice, recommendation, information or assistance provided by the Supplier is provided in good faith, relying upon the accuracy and completeness of information provided by the Applicant to the Supplier.

Risk

- 37. Risk of damage to or loss of the goods passes to the Applicant on delivery and the Applicant must insure the goods on or before delivery.
- 38. If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Applicant, the Supplier is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without

the need for any person dealing with the Supplier to make further enquires.

39. If the Applicant requests that goods are delivered either to an unattended location, left outside, or are left outside the Supplier's premises for collection, the Applicant acknowledges that the Supplier will deliver the Goods as requested at the Applicant's risk.

Retention of title

40. Title in the goods does not pass to the Applicant until the Applicant has made payment in full for the goods (in the form of clear funds) and, further, until the Applicant has made payment in full of all the other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).
41. Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that property and title in the goods will not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
42. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and will not mix the goods with other similar goods.
43. The Applicant will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant will sell as agent and Bailee for the Supplier and the proceeds of sale of the goods will be held by the Applicant on trust for the Supplier absolutely.
44. The Applicant's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 43 hereof unless and until the funds held on trust are remitted to the Supplier.
45. In addition to its rights under the PPSA the Supplier may in the event of default in payment by the Applicant, without notice, enter any premises where it suspects that the goods are and remove them, and for this purpose the Applicant irrevocably licenses the Supplier or its agents to enter onto such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.
46. The Applicant will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 45. 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 Applicant against the Supplier, its employees, servants or agents.
47. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
48. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

Cancellation of terms of credit

49. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.
50. Notwithstanding clause 49, if the Applicant defaults in the payment of any amount due to the Supplier pursuant to this Agreement and does not cure such default within seven (7) days after being given notice of such default, the Supplier may terminate this Agreement (to be effective immediately) upon notice to the Applicant.
51. Upon the withdrawal of credit in accordance with clause 49, or upon termination of this Agreement in accordance with clause 50, all liabilities incurred by the Applicant become immediately due and payable to the Supplier.

52. For the avoidance of doubt, termination of this Agreement will not affect:

- (a) the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
- (b) the rights and/or obligations pursuant to this Agreement which by their nature are intended to survive termination of this Agreement.

Indemnity

53. The Applicant hereby indemnifies the Supplier in respect of any costs incurred by the Supplier (including legal costs on an indemnity basis) as a result of any breach of this Agreement by the Applicant, including any breach of terms of payment for goods or services. Such costs include but are not limited to the costs of any demands made of the Applicant to remedy any breach, and any legal proceedings to recover unpaid money.

Provision of further information

54. The Applicant undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
55. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Corporations

56. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this Agreement and that all of its directors may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

Trustee capacity

57. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
- (a) The Applicant enters into this Agreement in both its capacity as trustee and in its personal capacity;
- (b) The Applicant has the right to be reasonably indemnified out of trust assets;
- (c) The Applicant has the power under the trust deed to sign this Agreement; and
- (d) The Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
58. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

59. If the Applicant enters into this Agreement as partners, the Applicant warrants that all of the partners have signed this Agreement and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
60. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

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

Waiver

62. 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 Applicant must be made by the Applicant's authorised officer in writing.

63. Any failure or delay by the Supplier to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing.
64. Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by the Supplier and the Applicant:
- under section 95 to receive notice of intention to remove an accession;
 - under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
 - under section 121(4) to receive a notice of enforcement action against liquid assets;
 - under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
 - under section 130 to receive a notice to dispose of goods;
 - under section 132(1) to receive a statement of account following disposal of goods;
 - under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
 - under section 135 to receive notice of any proposal of the Supplier to retain goods;
 - under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
 - under section 142 to redeem the goods;
 - under section 143 to reinstate the security agreement; and
 - under section 157(1) and 157(3) to receive a notice of any verification statement.

Costs

65. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant under this Agreement. The Applicant must also pay for all stamp duty and other taxes payable on this Agreement (if any).
66. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including collection costs, debt recovery fees and legal costs on an indemnity basis.
67. Subject to clauses 68 and 69, payments by, or on behalf of, the Applicant will be applied by the Supplier as follows:
- Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 46 and 66.
 - Secondly, in payment of any interest incurred in accordance with clause 73.
 - Thirdly, in payment of the outstanding invoice(s).
68. In circumstances where the Supplier seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (these terms being consistent with the terms defined in the PPSA), payments received from the Applicant will be allocated in a manner at the Supplier's absolute and unfettered discretion, so as to attribute, to the greatest extent possible, the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which the Supplier seeks to enforce its purchase money security interest.
69. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 68 herein.
70. Payments allocated (and/or reallocated) under clause 67 and/or 68 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.

Taxes and duty

71. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this Agreement. The

payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.

72. If as a result of:
- Any legislation becoming applicable to the subject matter of this Agreement; or
 - Any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;

The Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on 48 hours' written demand.

Interest rates

73. Interest shall be payable on any amounts outstanding outside payment terms by the Applicant to the Supplier at the RBA cash rate plus 7% per annum. By way of example if the RBA cash rate at a particular time is 1.5% then interest shall be payable at that time by the Applicant on outstanding amounts at 8.5% per annum.

Set-off

74. All payments required to be made by the Applicant under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Applicant in writing.

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 Applicant by the Supplier.

Termination

75. The Supplier may terminate this Agreement immediately by giving written notice to the Applicant if the Applicant:
- goes into liquidation;
 - has an administrator or a receiver to its property or assets appointed;
 - is made bankrupt;
 - materially breaches its obligations under this Agreement where such breach is either not capable of remedy or, if capable of remedy, the other party fails to remedy such breach within 14 days after receipt of written notice of such breach by the other party; or
 - engages in any conduct (which includes any conduct by employees of the Applicant) which in the opinion of the Supplier is or might be damaging to the reputation of the Supplier or any of the goods and or services; or
 - contractual performance by either the Supplier or the Applicant is delayed for more than 30 days or prevented due to any Force Majeure Event.
76. The termination of this Agreement for whatever reason shall not in any way affect any obligations of the Applicant accruing prior to the termination taking effect and the Supplier's rights in the event of default (including the ongoing accrual of interest and the right to indemnity for costs) shall continue beyond any termination.

Miscellaneous

77. The Supplier is not liable in any manner whatsoever to the extent that it has been prevented from performing any obligation under this Agreement by reason of matters beyond its control, including without limitation-
- inability to source goods, obtain equipment or supplies or other facilities that are not caused by a failure to pay;
 - defaults by manufacturers or suppliers or other facilities that are not caused by a failure to pay;
 - inability to access the Site or part of the Site;
 - power failure, lack of access to electricity or other required resources at the Site;
 - lack of availability for whatever reason of staff or contractors;
 - acts of God, accidents or machinery breakdown;
 - acts or threats of terrorism or war;
 - epidemics, pandemics, including Covid-19, government actions or restrictions; or
 - industrial disputes or strikes ("Force Majeure Events").
78. All goods supplied by the Supplier shall be compliant with all relevant Australian Standards, including, but not limited

to, AS1304, AS1302, and AS/NZ4671:2001 (as the case may be).

79. The Supplier reserves the right to charge the Applicant for estimating costs.
80. The Applicant 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 Applicant under the PPSA.
81. The Applicant agrees 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 Applicant or the Applicant's authorised representative.
82. The Applicant further agrees that where the Supplier has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
83. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, with notice, and without being in any way liable to the Applicant 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 Applicant shall reasonably indemnify the Supplier from any claims made by any third party as a result of such exercise.
84. 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 goods and/or services 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

85. 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.
86. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

Variation of Agreement

87. The Applicant 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 Applicant. The Applicant will be provided with fourteen (14) days to accept the variation/s, failing which the variations may be deemed accepted by the Supplier.
88. If the Applicant does not agree with the variations proposed by the Supplier, they must notify the Supplier in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. The Supplier and/or the Applicant will then be at liberty to suspend/withdraw credit facilities if no agreement can be reached between the parties regarding the proposed variations. Absent notice from the Applicant, the varied terms and conditions of trade may be deemed accepted. Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction without notification.
89. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.
90. Variations requested by the Applicant will only be binding upon the Supplier if they are accepted in writing.
91. If the Contract is a Consumer Contract or a Small Business Contract, then the Applicant may consider the variation and, if not acceptable, may elect not to proceed with the purchase of the goods or services ordered before the date of the variation but which are intended to be subject to the

variation. If the Contract is not a Consumer Contract or a Small Business Contract, the Applicant agrees that goods delivered and Services performed and/or ordered after the date of the notice of the variation will be subject to the variation and acceptance of the Goods or services or the placing of an Order will be deemed to be an acceptance of such varied terms and conditions.

Consent to register

92. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
93. The Applicant waives 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.

Entire Agreement

94. This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Applicant in writing. 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.
95. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, this Agreement will constitute a variation of the Original Agreement whereby the terms of 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.
96. For the avoidance of doubt, the Applicant understands and agrees that these terms will prevail over, and the Supplier will not be bound by, any conditions (express or implied) added or provided by the Applicant, whether in an order or otherwise, unless otherwise agreed in writing by the Supplier.

Privacy Act

97. The Applicant agrees 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.

Anti-Corruption

- (a) The Applicant agrees to comply with the Anti-Corruption Law and must not commit any act or omission which causes or would cause it or the Supplier to breach, or commit an offence under, any Anti-Corruption Laws.
- (b) The Applicant warrants and represents that it has not been convicted of any offence, and has not been the subject of an investigation or enforcement proceedings by a governmental, administrative or regulatory body regarding any offence or alleged offence, under Anti-Corruption Laws.
- (c) The Applicant must, to the extent permitted by Law, promptly notify the Supplier in writing if it becomes aware at any time during the term of any Contract that any of the representations or warranties in clause 3327(b)(b) are, or might reasonably be expected to be, no longer correct.

The Applicant 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 application form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

SIGNATURE		SIGNATURE	
NAME (PRINT)		WITNESS NAME (PRINT)	
POSITION		DATE	
DATE			

SIGNATURE		SIGNATURE	
NAME (PRINT)		WITNESS NAME (PRINT)	
POSITION		DATE	
DATE			

FOR COMPLETION BY THE SUPPLIER

The Applicant's credit application is accepted. Signed for and on behalf of the Supplier.

SIGNATURE		POSITION	
NAME (PRINT)		DATE	

ACCOUNT APPROVED FOR 30 DAYS EOM

PRIVACY STATEMENT

- This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Act).
- 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 statement shall prevail.
- 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 information", "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.
- The Supplier may collect personal information about the Applicant 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 guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
- The Applicant 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.
- The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes 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 Applicant and/or Guarantor(s) or their related bodies corporate.
- The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant 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 Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
- The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or 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 Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable

matters in accordance with s21C 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 the Applicant's and/or Guarantor(s)' right to request
Limitations to the use of their information.

Equifax Australia Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820
Illion Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100	

- The Supplier may disclose Information to, and about them and the Applicant 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 Applicant 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.
- By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.
- A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
- The Applicant 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 Applicant 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	Transfab Reinforcement Australia ACN 662 386 441 and its related bodies corporate		(Supplier)
Name of guarantor		Address	
Name of guarantor		Address	

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

Jurisdiction

1. The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Victoria, and the laws of the commonwealth of Australia which are in force in Victoria.
2. The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

3. In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold 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 Applicant 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 Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

4. 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 Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
5. 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 Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
6. 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 each 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.
7. The Supplier will have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, 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.
8. 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 Applicant.
9. This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - (a) any other security taken by the Supplier from the Applicant or from any other person;
 - (b) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors or any one or more of the Guarantors;
 - (c) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or

- (d) Any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

Right of subrogation

10. In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.
11. In the event of the Applicant going into liquidation, the Guarantors will be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

Insolvency of Applicant

12. No sum of money which the Applicant 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 Applicant by reason of the

Corporations Act 2001, Bankruptcy Act 1966 or otherwise will, for the purpose of this guarantee and indemnity, 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 Applicant.

Costs

13. The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
 - (a) the account of the Applicant;
 - (b) this guarantee and indemnity;
 - (c) any other security in respect of the indebtedness of the Applicant to the Supplier;
 - (d) the preparation, completion and stamping of this deed; or
 - (e) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed;and the same will be part of the monies secured by this deed.
14. 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.
15. 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

16. The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant 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.
17. 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 Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

Severance

18. 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

19. The Guarantors charge in favour of the Supplier all of their estate and interest in any real property, whether held in its own right or as capacity as trustee, 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.
20. The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property, whether held in its own right or as capacity as trustee, 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.

21. This guarantee and indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.
22. 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 charges, mortgages or other securities to reflect the terms herein.

Personal Property Securities Act

23. For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009*.

24. 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

25. 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

26. 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.

DATED				
SIGNED, SEALED AND DELIVERED BY THE GUARANTOR	NAME (PRINT)			
	SIGNATURE			
	DATE OF BIRTH		DRIVER'S LICENSE NO:	
	POSITION			
	WITNESS (NAME)			
	WITNESS SIGNATURE			
SIGNED, SEALED AND DELIVERED BY THE GUARANTOR	NAME (PRINT)			
	SIGNATURE			
	DATE OF BIRTH		DRIVER'S LICENSE NO:	
	POSITION			
	WITNESS (NAME)			
	WITNESS SIGNATURE			