

General Information

Name ("the Applicant"): ABN:

Business Name (if applicable):

Business Address:

Postal Address:

Business Phone: Business Fax:

Business Email:

Are you a: Sole Trader Partnership Company Trust Company

Names of Owners (in the case of a Sole Trader and Partnership) or Name of Directors (in the case of a Company)

1 Full Name: Home Phone:

Home Address:

2 Full Name: Home Phone:

Home Address:

Purchasing Officer Details

Full Name: Email:

Accounts Payable Officer Details

Full Name: Email:

Credit References

1 Full Name:

Home Address:

Phone: Fax No:

2 Full Name:

Home Address:

Phone: Fax No:

3 Full Name:

Home Address:

Phone: Fax No:

Monthly Credit Authorisation

Monthly Credit Required: \$

- The applicant applies to Burwell Technologies Pty Ltd trading as Burwell Abrasive Blasting Equipment ("Burwell Abrasive Blasting Equipment") for a credit account.
- Should this application be accepted by Burwell Abrasive Blasting Equipment the applicant agrees that the credit account and any contract between Burwell Abrasive Blasting Equipment and the applicant shall incorporate the usual Terms and Conditions of trade, a copy of which is annexed or can be obtained on application.
- The applicant shall notify Burwell Abrasive Blasting Equipment of any change in the constitution or structure of the applicant or the sale of the business operated by the applicant and agrees that it shall continue to be liable to Burwell Abrasive Blasting Equipment for any sums outstanding on the account opened on behalf of the applicant until;
 - written notice is received from the applicant that it has changed the constitution or structure or the sale of the business.
 - the account has been closed and full payment has been received by Burwell Abrasive Blasting Equipment.
- The applicant agrees that the terms and conditions applying to any credit account opened in the name of the applicant and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of claims, proceedings and matters arising out of or in respect of the said credit account.

Dated this: day of: 20

Signature of Authorised Officer of Applicant:

Print Name of Authorised Officer:

Monthly Credit Declaration

The above information is furnished for the purpose of establishing a Credit account with BURWELL TECHNOLOGIES PTY LTD.

- I/We agree to pay all accounts within 30 days of end of month of invoice.
- I/We agree to pay interest at the rate of 1.5% per month on all accounts not paid within 30 days of end of month of invoice.
- I/We hereby certify that the above information is true and correct as at the date of this application.
- I/We agree that Burwell Technologies Pty Limited may contact the above listed referees and such referees are hereby authorised to convey to Burwell Technologies Pty Limited any information requested.
- I/We agree to accept the terms and conditions of sale detailed on page two of this application.

COMPLETING YOUR HARD COPY CREDIT APPLICATION FORM

 Open Form in Adobe Reader	 Print & Manually Complete Form	 Sign Pages 2, 7 & 8	 Scan and Email Form mail@burwell.com.au	 Fax Form (02) 9792 2866
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Office Use Only

Management Approval: <input type="text"/>	Date Opened: <input type="text"/>
Credit Limit: \$ <input type="text"/>	Account Code: <input type="text"/>

1 | Interpretation

- 1.1 Unless otherwise inconsistent with the context the word "person" shall also mean corporation;
- 1.2 "Goods" shall include services.
- 1.3 Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.
- 1.4 "Burwell Abrasive Blasting Equipment" shall mean Burwell Technologies trading as Burwell Abrasive Blasting Equipment its successors and assigns.
- 1.5 "Credit Application" means a written credit application with Burwell Abrasive Blasting Equipment for the provision of credit by Burwell Abrasive Blasting Equipment to the Applicant.
- 1.6 "Invoice" means a Tax Invoice if GST applies to the items in the invoice, otherwise a non-Tax Invoice.
- 1.7 "PPSA" means the Personal Property Securities Act 2009 (Cwlth) and the regulations thereunder.
- 1.8 "PPSR" means the Personal Property Securities Register.
- 1.9 "Contract" means the Terms of Trade and the relevant Order.
- 1.10 "Order" means any agreement (verbal and/or written) between Burwell Abrasive Blasting Equipment and the purchaser for the sale of goods.
- 1.11 "Terms of Trade" means these Terms and Conditions of Trade (as may be varied from time to time).
- 1.12 "Tax Invoice" means an invoice that complies with the GST Act.

2 | Offer and Acceptance

- 2.1 Any quotation made by Burwell Abrasive Blasting Equipment is not an offer to sell or to provide goods. Burwell Abrasive Blasting Equipment shall not be bound by any order given in pursuance of any quotation until it is accepted in writing by Burwell Abrasive Blasting Equipment or by the commencement of supply or the provision of goods. Unless otherwise agreed in writing, all orders are subject to acceptance by Burwell Abrasive Blasting Equipment within 30 days of receipt by Burwell Abrasive Blasting Equipment of the order. These terms and conditions shall be deemed to be incorporated into any agreement between Burwell Abrasive Blasting Equipment and the purchaser. Any terms and conditions contained in any order, offer, acceptance or other document of the purchaser and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.
- 2.2 Insofar as goods or services supplied by Burwell Abrasive Blasting Equipment are not of a kind ordinarily acquired for personal domestic or household consumption, and unless the purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty; implied into this contract by the Competition and Consumer Act 2010 (Cth.) (other than a condition implied by Section 69) is limited:
 - a) in the case of goods to any one of the following as determined by Burwell Abrasive Blasting Equipment;
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the costs of having the goods repaired;
 - b) in the case of services to any one of the following as determined by Burwell Abrasive Blasting Equipment;
 - (i) the supplying of the services again or
 - (ii) the payment of the cost of having the services supplied again.

3 | Delivery

- 3.1 Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by Burwell Abrasive Blasting Equipment in writing, the purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by Burwell Abrasive Blasting Equipment to deliver by the quoted date. Written advice to the purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.2 Burwell Abrasive Blasting Equipment shall not be liable to any purchaser or any other party for any loss or damage including direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of Burwell Abrasive Blasting Equipment or actions constituting fundamental breach of contract or any other party, strike or any other industrial action, or any other cause whatsoever.
- 3.3 Burwell Abrasive Blasting Equipment reserves the right to deliver by instalments and if delivery is made by instalments the purchaser shall not be entitled to terminate or cancel the contract.
- 3.4 Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the purchaser's order.

4 | Payment

- 4.1 Unless otherwise agreed in writing payment terms are net cash 30 days from the end of the month in which the goods are invoiced to the purchaser.
- 4.2 This term as to the payment shall be of the essence of the contract.
- 4.3 Credit Card Payments will attract a processing fee (not exceeding 2%) for payments greater than \$1,000.

5 | Title

- 5.1 Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of Burwell Abrasive Blasting Equipment as full legal and equitable owner until such time as the purchaser shall have paid Burwell Abrasive Blasting Equipment the full purchase price together with the full price of any other goods the subject of any other contract with Burwell Abrasive Blasting Equipment.
- 5.2 The purchaser acknowledges that he receives possession of and holds goods delivered by Burwell Abrasive Blasting Equipment solely as bailee for Burwell Abrasive Blasting Equipment until such time as the full price thereof is paid to Burwell Abrasive Blasting Equipment together with the full price of any other goods then the subject of any other contract with Burwell Abrasive Blasting Equipment.
- 5.3 Until such time as the purchaser becomes the owner of the property, he will;
- (a) store them on the premises separately;
 - (b) ensure that the goods are kept in good and serviceable condition;
 - (c) secure the goods from risk, damage and theft; and
 - (d) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the purchaser.
- 5.4
- (i) Until the goods are paid for in full, Burwell Abrasive Blasting Equipment authorizes the purchaser to sell the goods as its agent. However, the purchaser shall not represent to any third parties that it is acting in any way for Burwell Abrasive Blasting Equipment. Burwell Abrasive Blasting Equipment will not be bound by any contracts with third parties to which the purchaser is a party.
 - (ii) Records shall be kept by the purchaser of any goods owned by Burwell Abrasive Blasting Equipment.
 - (iii) The proceeds of any sale of the goods shall be paid into a separate account and held in trust for Burwell Abrasive Blasting Equipment. The purchaser shall account to Burwell Abrasive Blasting Equipment from this fund for the full price of the goods.
 - (iv) The purchaser is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale received, the purchaser shall account forthwith to Burwell Abrasive Blasting Equipment for the price of the goods forthwith.
 - (v) Should the purchaser die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, Burwell Abrasive Blasting Equipment may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract suspend or cancel this contract or require payment in cash before or on delivery or tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the good and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.
- 5.5 In the event that the purchaser uses the goods/product in some manufacturing or construction process of its own or some third party, then the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/product in trust for Burwell Abrasive Blasting Equipment. Such part shall be deemed to equal in dollar terms the amount owing by the purchaser to Burwell Abrasive Blasting Equipment at the time of the receipt of such proceeds.

6 | Personal Property Securities Act 2009 ("PPSA")

- 6.1 In this clause:
- (a) financing statement has the meaning given to it by the PPSA;
 - (b) financing change statement has the meaning given to it by the PPSA;
 - (c) security agreement means the security agreement under the PPSA created between the Applicant and Burwell Abrasive Blasting Equipment by these terms and conditions; and
 - (d) security interest has the meaning given to it by the PPSA.
- 6.2 Upon assenting to these terms and conditions in writing the Applicant acknowledges and agrees that these terms and conditions:
- (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in all Goods being transported by Burwell Abrasive Blasting Equipment.
- 6.3 The Applicant undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Burwell Abrasive Blasting Equipment may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the PPSR;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 21.3 (a) (i) or 21.3 (a) (ii).
 - (b) indemnify and upon demand reimburse Burwell Abrasive Blasting Equipment for all expenses incurred in registering a financing statement or financing change statement on the PPSR established by the PPSA or releasing any Goods charged thereby.
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Burwell Abrasive Blasting Equipment.
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Burwell Abrasive Blasting Equipment.
- 6.4 Burwell Abrasive Blasting Equipment and the Applicant agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 6.5 The Applicant hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 157 of the PPSA.
- 6.6 The Applicant waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 6.7 Unless otherwise agreed to in writing by Burwell Abrasive Blasting Equipment, the Applicant waives its right to receive a verification statement in accordance with Section 157 of the PPSA.
- 6.8 The Applicant shall unconditionally ratify any actions taken by Burwell Abrasive Blasting Equipment under clauses 21.3 to 21.5.

7 | Risk

Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is to effect delivery from Burwell Abrasive Blasting Equipment's store or warehouse or delivery to the purchaser whichever is the sooner. The goods shall remain at the purchaser's risk at all times unless and until Burwell Abrasive Blasting Equipment retakes possession of the goods pursuant to these terms and conditions.

8 | Claims

- 8.1 Subject to clause 2.2 herein, Burwell Abrasive Blasting Equipment shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration efficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with Burwell Abrasive Blasting Equipment or occasioned to the purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of Burwell Abrasive Blasting Equipment its servants or agents.
- 8.2 As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the purchaser, the purchaser shall within fourteen days notify Burwell Abrasive Blasting Equipment in writing of the same.
- 8.3 Burwell Abrasive Blasting Equipment shall not be liable in any circumstances for any:
- (i) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by Burwell Abrasive Blasting Equipment) or accident.
 - (ii) any transport freight charges installation removal labour or other costs;
 - (iii) defects in goods not manufactured by it but Burwell Abrasive Blasting Equipment will endeavour to pass on to the purchaser the benefit of any claim made by Burwell Abrasive Blasting Equipment and accepted by the manufacturer or such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this sub-paragraph shall limit the rights of the purchaser to proceed against Burwell Abrasive Blasting Equipment pursuant to the Competition and Consumer Act 2010 (Cth.).
 - (iv) technical advice or assistance given or rendered by it to the purchaser or not in connection with the manufacture construction or supply of goods for or to the purchaser provided always that Burwell Abrasive Blasting Equipment has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.
- 8.4 The exemptions, limitations, terms and conditions shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

9 | Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Burwell Abrasive Blasting Equipment, Burwell Abrasive Blasting Equipment is unable to perform in whole or in part any obligation under this agreement Burwell Abrasive Blasting Equipment shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect of such inability.

10 | Default

Upon the occurrence of default by the purchaser in compliance with the terms or any other agreement with Burwell Abrasive Blasting Equipment herein;

- 10.1 Burwell Abrasive Blasting Equipment may at its discretion withhold further supplies of goods or cancel this agreement or vary the terms of this agreement without prejudice to its rights hereunder PROVIDED HOWEVER that Burwell Abrasive Blasting Equipment may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause, but without prejudice to its rights thereafter of any of the events herein-before referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.
- 10.2 The Purchaser shall pay to Burwell Abrasive Blasting Equipment interest at the rate of 1.5% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money together with all interest shall be recoverable forthwith from the purchaser.
- 10.3 Without prejudice to any other right or remedy the purchaser shall indemnify Burwell Abrasive Blasting Equipment against any costs fees charges and disbursements charged by any solicitor engaged for the purpose of the collection of recovery of moneys due and payable by the purchaser to Burwell Abrasive Blasting Equipment on an indemnity basis and any fees, charges, disbursements or commissions charged by any mercantile agency or debt collection firm.
- 10.4 The purchaser shall pay to Burwell Abrasive Blasting Equipment an administration fee of \$50.00 on the occurrence of every event of default.

11 | Charge

The Purchaser hereby charges with payment of any indebtedness to Burwell Abrasive Blasting Equipment all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the Purchaser. The Purchaser agrees that if demand is made by Burwell Abrasive Blasting Equipment, the Purchaser receiving such a demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required and against the event that the Purchaser fails to do so within a reasonable time of being so requested, the Purchaser hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by Burwell Abrasive Blasting Equipment to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause, Burwell Abrasive Blasting Equipment may lodge a caveat on any property of the Purchaser whenever it so wishes.

12 | GST

The Purchaser may pay to Burwell Abrasive Blasting Equipment any amount which is payable by Burwell Abrasive Blasting Equipment in respect of any supply to the Purchaser on account of GST. Each charge or fee for a supply rendered by Burwell Abrasive Blasting Equipment does not include an amount to cover the liability of Burwell Abrasive Blasting Equipment for GST on any supplies made under this agreement which are taxable supplies within the meaning of the GST Act. In relation to taxable supplies made under this agreement Burwell Abrasive Blasting Equipment agrees to issue the Purchaser with a tax invoice in accordance with the GST Act or a document satisfying the minimum information requirement set out in GSTR2000/2003 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice. "GST" means GST as defined in a New Tax System (Good and Services Tax Act 1999). "Supply" means supply(s) defined in a New Tax System (Goods and Services Tax Act 1999).

13 | Trusts

- 13.1 This clause applies if the Purchaser is a trustee and whether or not Burwell Abrasive Blasting Equipment has notice of the Trust.
- 13.2 Where the Purchaser comprises two or more persons and any of those persons is a Trustee this clause applies to such Trustee.
- 13.3 The Purchaser agrees that even though the Purchaser enters into this Agreement as Trustee of the Trust, the Purchaser also shall be liable personally for the performance and observance of every covenant to be observed and performed by the Purchaser expressed or implied in this Agreement.
- 13.4 The Purchaser warrants its complete, valid and unfettered power to enter into this Agreement pursuant to the provisions of the Trust including power to obtain the credit facility from Burwell Abrasive Blasting Equipment and to enter into the covenants to be observed and performed by them expressed or implied in this Agreement and warrants that its entry into this Agreement is in the due administration of the Trust.
- 13.5 The Purchaser covenants that the rights of indemnity which it may have against the property of the Trust have not been and in the future will not be excluded, modified, released, lost or diminished (whether by agreement, breach of trust or otherwise).
- 13.6 The Purchaser shall not, without Burwell Abrasive Blasting Equipment's prior written consent:
- (i) resign or be removed as Trustee of the Trust or appoint or allow the appointment of a new or additional Trustee of the Trust;
 - (ii) amend or revoke any of the terms of the Trust;
 - (iii) vest or distribute the property of the Trust or advance or distribute any capital of the Trust to a beneficiary or resettle any of the property of the Trust;
 - (iv) permit a beneficiary to have the use, occupation, employment or possession of the property of the Trust;
 - (v) do or permit or omit to do an act or thing in breach of the Trust or which would permit the Trustee to be removed as Trustee of the Trust;
 - (vi) exercise or permit or allow to be exercised a power to change the vesting date of the Trust or provide for an early determination of the Trust;
 - (vii) lend any money, give any guarantee or incur any debt other than in the ordinary course of business of the Trust; or
 - (viii) pay any of the income of the Trust to any beneficiary of the Trust if such payment will prejudice or affect the Purchaser's ability to pay all monies due to Burwell Abrasive Blasting Equipment.

14 | Service

The parties agree that service of any notices, demands, proceedings summons suits or actions (process) upon the Purchaser may be effected by Burwell Abrasive Blasting Equipment or its solicitors sending such process by prepaid post to the address given in the Credit Application as the address of the Purchaser. Service shall be deemed to have been effected two business days after the posting of the process.

15 | Goods Returned for Credit

No goods will be accepted for return before approval by Burwell. All returned goods shall be delivered to Burwell (where Burwell so approves the return) at the Customer's cost in good order and condition, unused and in the original packaging accompanied by the dispatch notes stating the original invoice number, date of supply and reason for return. Except where goods have been wrongly or oversupplied, a re-stacking charge of 20% will be charged to the Customer unless otherwise agreed by Burwell to cover handling and administrative costs.

16 | General

Any leniency, indulgence or extension of time granted by Burwell to the Customer will not prejudice any of Burwell's rights in any way and will not constitute a waiver of any of Burwell's rights under any of these Conditions or otherwise.

These Conditions are governed by the laws of the State of New South Wales and Burwell and the Customer submit to the jurisdiction of the courts of that State.

If any term(s) of these Conditions are for any reason declared to be or become unenforceable, invalid or illegal, the other terms remain in full force and effect as if the unenforceable, invalid or illegal term(s) had not been included in these Conditions.

These Conditions constitute the entire agreement between the parties and no variation of or addition to these conditions is binding unless reduced to writing and signed by the parties or their duly authorized representatives.

Acknowledgment & Consent

To: Burwell Abrasive Blasting Equipment

Notice and Acknowledgment that Credit Information May be Given to a Credit Reporting Agency

I/We understand that Section 18E(c) of the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I/we authorize you to do. The information which may be given is covered by Section 18E(1) of the Act.

Authority to Obtain Credit Information

I/We authorize you to obtain from a credit reporting agency:

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

Authority to Exchange Information with Other Credit Providers

I/We authorize you to give to and obtain from;

- credit providers named in my/our credit application.
- any agent of yours that is deemed to be a credit provider pursuant to Section 11B(5) of the Act; and
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively.
- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following:
 - to assess an application by me/us for personal or commercial credit;
 - to assist me/us avoid defaulting on my/our credit obligations;
 - to notify other credit providers of a default by me/us;
 - to assess my/our credit worthiness; and
 - to assess my/our position if I/we fall into arrears.

Individual(s) Consent

1	Full Name:	<input type="text"/>
	Address:	<input type="text"/>
	Signature:	<input type="text"/>
2	Full Name:	<input type="text"/>
	Address:	<input type="text"/>
	Signature:	<input type="text"/>
3	Full Name:	<input type="text"/>
	Address:	<input type="text"/>
	Signature:	<input type="text"/>

To: **Burwell Abrasive Blasting Equipment** (hereinafter called "Burwell Abrasive Blasting Equipment").

In consideration of Burwell Abrasive Blasting Equipment agreeing to supply and/or continuing to supply to:

[Account Name]:

(hereinafter called "The Applicant")

with goods and/or services from time to time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY** agree with Burwell Abrasive Blasting Equipment as follows:

1. To be answerable to Burwell Abrasive Blasting Equipment for the due payment by the applicant of all monies now or from time to time hereafter owing to Burwell Abrasive Blasting Equipment on any account or any manner whatsoever by the applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by Burwell Abrasive Blasting Equipment in enforcing payment by the applicant of any such monies.
2. This Guarantee shall constitute a continuing guarantee to Burwell Abrasive Blasting Equipment for all monies which are now or may from time to time be owing or remain unpaid.
3. This Guarantee shall not be avoided, released or affected by Burwell Abrasive Blasting Equipment making any variation or alteration in the terms of any agreement made with or to be made with the applicant.
4. Burwell Abrasive Blasting Equipment may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by Burwell Abrasive Blasting Equipment.
5. Any payment made to Burwell Abrasive Blasting Equipment and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. This Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to Burwell Abrasive Blasting Equipment or Burwell Abrasive Blasting Equipment's duly authorized agent by the guarantor or in the case of death by the guarantor's personal representative.
7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person, the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. To charge with payment of any indebtedness due herein to Burwell Abrasive Blasting Equipment all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by Burwell Abrasive Blasting Equipment upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required and against the event that I/we fail to do so within a reasonable time of being so requested, I/we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by Burwell Abrasive Blasting Equipment to be my/our true and lawful attorney to execute and register such instruments.

Dated this:

day of:

20

Guarantor(s) Authorisation

Guarantor 1

Guarantor Signature:

Full Name:

Address:

Witness Signature:

Full Name:

Address:

Guarantor 2

Guarantor Signature:

Full Name:

Address:

Witness Signature:

Full Name:

Address: