



Auscomp Computers Pty Ltd (ABN: 75 091 265 600)
 Unit 2/47 Colinsvale St Rocklea, QLD 4106 Australia
 Ph: (07) 3722 5100 Fax: (07) 3722 5199
 Email: sales@auscompcomputers.com

CREDIT APPLICATION FORM

FULL NAME OF BUSINESS: _____
 TRADING AS: _____
 ABN _____ A.C.N. _____
 TYPE OF BUSINESS: _____

(e.g. Pty. Ltd. Co Partnership, Sole Trader, etc.)

NB: Please Attach Copy of Business Registration Certificate of Company Letterhead Showing ABN/ACN.

BUSINESS ADDRESS: _____ POST CODE: _____

POSTAL ADDRESS (if not as above): _____ POST CODE: _____

PHONE: _____ FAX: _____ MOBILE: _____
 EMAIL _____

NAMES, DATE OF BIRTH & RESIDENTIAL ADDRESS OF DIRECTORS/PARTNERS:

NAME: _____ DOB: _____
 ADDRESS: _____ Phone: _____
 NAME: _____ DOB: _____
 ADDRESS: _____ Phone: _____
 NAME: _____ DOB: _____
 ADDRESS: _____ Phone: _____

TRADE/CREDIT REFERENCES:

1 Company _____ Phone: _____ Fax: _____ Monthly Purchase \$ _____
 2 Company _____ Phone: _____ Fax: _____ Monthly Purchase \$ _____
 3 Company _____ Phone: _____ Fax: _____ Monthly Purchase \$ _____
 4 Company _____ Phone: _____ Fax: _____ Monthly Purchase \$ _____

APPROXIMATE MONTHLY CREDIT REQUIRED: \$ _____ TERMS REQUESTED _____
 BANK: _____ BRANCH: _____ PHONE: _____

NB: Financial Statements Required When Requesting Limit > \$30,000

CONTACT DETAILS FOR ACCOUNTS

FINANCIAL CONTROLLER Name: _____ Ph: _____ Email: _____
 ACCOUNTS PAYABLE Name: _____ Ph: _____ Email: _____

The applicant hereby applies to Auscomp Computers Pty Ltd. for a credit account.
 Should this application be accepted by Auscomp Computers, the applicant agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade, a copy of which is contained herein and which the applicant has read and understands.
 Auscomp Computers Pty. Ltd. hereby advises that information disclosed in this credit application and information relating to your credit account and payments may be disclosed to a credit-reporting agency pursuant to the Privacy Act 1988.

DATED THIS _____ DAY OF _____ 20 _____

SIGNATURE OF AUTHORISED OFFICER OR APPLICANT: _____

PRINT NAME OF AUTHORISED OFFICER OR APPLICANT: _____ POSITION: _____

Customer Terms ("Terms")

These Terms and any document(s) referred to in them constitute the entire agreement about ACPL's supply of the Products and services to Customer and supersedes all prior understandings, arrangements and agreements. Words with special meanings are defined in clause 1. A reference in these Terms to: (a) the singular includes the plural and vice versa; (b) the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,;" (c) A reference to a gender includes all genders; and (d) a reference to a person (including a party) includes an individual, company, other body corporate, partnership, firm, joint venture, or a trust. The current version of these Terms may be viewed at ACPL's website at www.auscompcomputers.com.

1. Definitions

In these Terms:

"Customer" means the person, business or company that is the purchaser of the Products; "Products" means any products (including software) supplied to Customer by ACPL and described in ACPL's invoice; "Sales Contract" means any sales contract or distribution agreement entered into by Customer and ACPL in respect of the Products and services supplied to Customer in which these Terms are deemed to be incorporated; and "ACPL" means Auscomp Computers Pty Ltd. (ABN 75091265600).

2. Orders

- (a) All orders for Products placed by Customer:
 - (i) must be made in accordance with ACPL's order policy as amended by ACPL from time to time, the current version of which is set out on AusLink ("Order Policy"); and
 - (ii) are subject to acceptance by ACPL, and no order will be deemed to have been accepted by ACPL unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of ACPL to Customer.
- (b) ACPL may reject any order placed by Customer if there is an insufficient supply of Products which prevents ACPL from being able to fulfil such order.
- (c) ACPL will not be bound by any terms attaching to Customer's order and, unless those terms are expressly agreed to in writing by an authorised representative of ACPL, Customer agrees that those terms are hereby excluded.

3. Payment

- (a) The price of the Products will be ACPL's quoted price.
- (b) Payment is required prior to delivery of the Products to Customer unless agreed otherwise in writing by an authorised officer of ACPL. If Customer fails to make payment in accordance with this clause 3(b) after demand for payment by ACPL, all amounts owing by Customer to ACPL on any account will immediately become due and payable.
- (c) ACPL may, in its sole discretion:
 - (i) suspend the provision of credit to Customer until all amounts owing are paid for in full; and
 - (ii) from time to time and at any time, vary or cancel any credit facility it makes available to Customer.
- (d) Customer will be liable to pay interest on any overdue amount at the annual rate of 2% above the prevailing base lending rate quoted by the Westpac Banking Corporation. Interest will accrue daily from the date payment became overdue until ACPL has received payment of the overdue amount, together with any interest accrued.
- (e) Unless stated otherwise in these Terms (or in writing by ACPL's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
- (f) Customer must pay ACPL, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services or value-added

tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Customer.

- (g) Customer must pay to ACPL any amount Customer must pay under clause 3(f) in full, despite any right of set-off that Customer may have.
- (h) Any amounts paid to ACPL by Customer under this clause 3 must leave in the hands of ACPL following payment of any relevant tax or other amount, the same amount, whether the tax or other amount is payable or not.

4. Delivery

Delivery times advised to Customer are estimates only and ACPL will not be liable for any loss, damage or delay suffered or incurred by Customer or its customers arising from late or non-delivery of the Products.

5. Part deliveries

ACPL may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

6. Software

- (a) To the extent that a Product supplied under these Terms is a software Product then, in addition to these Terms, that Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable to it.
- (b) Software licence agreements may be packaged with the software, may be separately provided to Customer for execution or may require on-screen acceptance by Customer. Customer agrees to use the software Product in accordance with the terms and conditions of the relevant licence agreement.
- (c) Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the licence to use that software Product.

7. Inspection and acceptance

Customer must:

- (a) in the case of all Products ordered (other than software Products), inspect such Products upon delivery to Customer's premises; or,
- (b) in the case of software Products, test or inspect such software Products upon those Products being authorised by ACPL for downloading by Customer, and must, within 7 days of delivery or downloading (as the case may be), give written notice to ACPL of any matter or thing by which Customer alleges that the Products do not accord with Customer's order. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Customer.

8. Title and risk

- (a) Products supplied by ACPL to Customer will be at Customer's risk immediately upon:
 - (i) delivery of the Products to the Customer, Customer's agent or into the Customer's custody or control; or
 - (ii) collection of the Products by the Customer's nominated carrier or agent.
- (b) Customer must:
 - (i) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate;
 - (ii) note the interest of ACPL on the insurance policy; and
 - (iii) produce a certificate of currency of the insurance effected by Customer under this clause 8(b) to ACPL, upon request.
- (c) Risk in the Products will remain with Customer at all times unless ACPL retakes possession of the Products in accordance with clause 8(f)(ii).
- (d) Title in the Products supplied by ACPL to Customer will not pass to Customer and will remain the absolute property of ACPL until such time as ACPL has been paid by Customer all monies due and owing to it by the Customer in relation to any account. Title to those Products which are software remains with ACPL

and/or the applicable third party licensor(s) at all times.

- (e) Until the Products have been paid for:
 - (i) Customer must properly segregate and store the Products in such manner as to clearly indicate that they are the property of ACPL; and
 - (ii) Customer may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for ACPL and Customer agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for TACPL and shall immediately account for such proceeds to ACPL.
- (f) If Customer has breached these Terms or the terms of any relevant Sales Contract, Customer authorises ACPL, at any time, to enter onto any premises upon which ACPL's Products are stored to enable ACPL to:
 - (i) inspect the Products; and/or
 - (ii) reclaim the Products.
- (g) If Customer sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by ACPL, Customer must advise ACPL in writing, at such times as ACPL may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.
- (h) Customer acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product.
- (i) Customer agrees that the provisions of this clause 8 apply despite any arrangement under which ACPL grants credit to Customer.

9. Returns

- (a) Customer must notify ACPL in writing of any Products it wishes to return within 30 days from the date of the invoice relating to those Products.
- (b) Returns will be subject to ACPL's returns policy as advised to Customer and amended by ACPL from time to time, the current version of which is set out on AusLink ("Returns Policy").
- (c) Each claim for the return of Products by Customer will be dealt with in accordance with the Returns Policy. Any substitute Products to be shipped to Customer in accordance with the Returns Policy will be sent by ACPL to Customer by ordinary freight pre-paid.
- (d) ACPL will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of ACPL's Products.
- (e) The provisions of this clause 9 do not extend to any Products which have been added to, varied, or otherwise modified by, any person other than ACPL.

10. Force majeure

If the performance of ACPL's obligations under these Terms or any relevant Sales Contract is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of ACPL, ACPL will give notice of such cause to Customer and after 60 days from the receipt by Customer of such notice, either party may terminate the relevant Sales Contract without penalty.

11. Customer's cancellation

- (a) Unless otherwise agreed in writing by an authorised officer of ACPL, Customer may not cancel an order which has been accepted by ACPL.
- (b) If Customer's right of cancellation is agreed to by an authorised officer of ACPL in writing, the right must be exercised by notice in writing from Customer to ACPL not later than 7 days before the estimated date of shipment by the manufacturer or ACPL (as the case may be).
- (c) Unless otherwise agreed between Customer and ACPL, upon cancellation prior to shipment, any deposit paid by

Customer will be forfeited to ACPL.

12. Default of Customer

- (a) Without prejudice to any of ACPL's other rights under these Terms, if Customer fails to make any payment due to ACPL under these Terms, ACPL may, in its sole discretion, and without further liability to Customer:
 - (i) refuse to make further supplies to Customer under the relevant Sales Contract, and/or
 - (ii) terminate the Sales Contract without notice.
- (b) The Customer agrees that these Terms shall give rise to an interest in land thereby enabling ACPL to lodge a caveat against the title to any land owned partly or wholly by the Customer, in order to protect and secure the interests of ACPL under these Terms and under any Sales Contract.
- (c) In the event that ACPL lodges a caveat against any land owned partly or wholly by the Customer, the Customer hereby irrevocably agrees to endorse its consent upon any relevant forms or documents to enable the lodgement and timely registration of any such caveat by ACPL.

13. Warranty

- (a) ACPL will notify Customer of any applicable manufacturers' warranty in relation to the Products. To the extent permitted by law, ACPL's entire responsibility with respect to warranties for the Products is to pass on to Customer the benefit of any such warranties. Subject to clause 14(c), software Products are not warranted under these Terms. Such software Products are warranted in accordance with the relevant licence agreements that govern their use.
- (b) To the extent permitted by law, the manufacturers' warranties referred to in clause 14(a) are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
- (c) Certain legislation may imply warranties or conditions or impose obligations upon ACPL which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which ACPL is able to do so, its liability will be limited, at its option, to:
 - (i) in the case of products: the replacement of the products or resupply of equivalent products; repair of the products; payment of the cost of replacing the products or acquiring equivalent products; or the payment of the cost of having the products repaired; and
 - (ii) in the case of services: the supply of the services again; or the payment of the cost of having the services supplied again.

14. Liability

- (a) To the extent permitted by law, ACPL will not be liable to Customer or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by Customer, whether such liability arises directly or indirectly as a result of:
 - (i) any negligent act or omission or willful misconduct of ACPL or its employees or agents;
 - (ii) the supply, performance or use of any Products or services; or
 - (iii) any breach by ACPL of its obligations under these Terms or any relevant Sales Contract.
- (b) ACPL does not warrant that repair facilities or parts will be available in respect of any of the Products.

15. Credit assessment

- (a) If any Products are supplied to Customer on credit, ACPL may need to disclose to a credit reporting agency

certain information referred to in clause 16(c) about Customer when assessing Customer's application for credit and managing Customer's account with ACPL. Customer authorises ACPL to disclose such information to a credit reporting agency for these purposes.

- (b) Subject to ACPL's obligations under the Privacy Act 1988 (Cth) as amended and any other applicable laws, ACPL may provide the information referred to in clause 16(c) to a credit reporting agency to obtain a consumer credit report about Customer or to allow the credit reporting agency to create or maintain a credit information file about Customer. Customer agrees that ACPL may disclose a credit report about it to any credit provider, debt collecting agency or ACPL's insurers for the purposes of assessing Customer's creditworthiness or to collect any overdue payments (as the case may be).
- (c) ACPL may disclose the following information relating to Customer in accordance with clauses 16(a) and (b):
 - (i) Customer's name and address;
 - (ii) credit limits on Customer's accounts;
 - (iii) the amount of any payments which are overdue for at least 60 days;
 - (iv) where an overdue payment has been previously reported, advice that the payment is no longer overdue;
 - (v) Any method of payment including, but not limited to, cheques, electronic funds transfer, Bpay, credit card payments which have been dishonoured;
 - (vi) information that, in the opinion of ACPL, Customer has committed a serious credit infringement; and
 - (vii) information that ACPL has ceased to supply the Products and services to Customer.
- (d) Customer agrees that ACPL may obtain information about Customer from any business which provides information about the commercial creditworthiness of persons for the purposes of assessing Customer's application to purchase the Products on credit and collecting any overdue amounts.
- (e) ACPL may refuse to supply the Products to Customer on credit on the basis of ACPL's credit assessment of Customer.

16. Privacy

- (a) Customer agrees to ACPL collecting, using and disclosing information about Customer of the kind referred to in clause 16(c) for various purposes, including to:
 - (i) assess creditworthiness as outlined in clause 16;
 - (ii) supply the Products and services to Customer and the management of Customer's account;
 - (iii) communicate with Customer about the Products and services which ACPL or its partners or affiliates may provide to Customer;
 - (iv) implement these Terms and any Sales Contract; and
 - (v) comply with relevant laws.
- (b) ACPL, at the written request of Customer, will:
 - (i) provide Customer with access to any personal information relating to Customer held by ACPL; and
 - (ii) correct or amend any personal information relating to Customer held by ACPL which is inaccurate or out of date.
- (c) ACPL will handle Customer's personal information in accordance with relevant laws.

17. Intellectual property

- (a) Customer acknowledges that:
 - (i) all trademarks, copyright and other intellectual property rights ("Intellectual Property") embodied in or in connection with the Products and any related documentation, parts or software are the sole property of ACPL or its suppliers; and
 - (ii) all Intellectual Property of ACPL or its suppliers may only be used by Customer with the express written consent of ACPL or its suppliers, during the continuance of any relevant Sales Contract, and such consent extends only to use essential for the purposes stated in

it. Any licensing of Intellectual Property rights in any software Products supplied to Customer will immediately cease upon expiry or termination of the relevant licence agreement that governs their use.

- (b) Customer must not, during or after the expiry or termination of any relevant Sales Contract, without the prior written consent of ACPL or its suppliers, register or use any trade marks, trade name, domain name, trading style or commercial designation or design used by ACPL or its suppliers in connection with the Products.
- (c) Customer will indemnify ACPL against all liabilities, damages, costs and expenses which ACPL may suffer or incur as a result of work done in accordance with Customer's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by ACPL, and which results in the infringement of any Intellectual Property of any person.

18. Confidentiality

- (a) Customer acknowledges that ACPL has disclosed and may from time to time disclose to Customer certain confidential information and documentation of ACPLA relating to the Products, their marketing, use, maintenance and software, including technical specifications ("Confidential Information").
- (b) Subject to clause 19(e), Customer must:
 - (i) only use the Confidential Information solely for the purposes contemplated under any relevant Sales Contract; and
 - (ii) not, during the continuation of such Sales Contract or thereafter, disclose (whether directly or indirectly) to any third party the Confidential Information, other than is required to carry out such purposes.
- (c) If disclosure of Confidential Information to third parties is necessary, Customer will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as Customer is bound to protect ACPL's Confidential Information under this clause 19.
- (d) Upon the expiry or termination of any relevant Sales Contract, Customer must cease to use and must return or destroy (as ACPL may instruct) ACPL's Confidential Information in its possession or control.
- (e) The provisions of this clause 19 do not extend to any information which is:
 - (i) at the time of disclosure, rightfully known to or in the possession or control of Customer and which is not subject to an obligation or confidentiality;
 - (ii) public knowledge (otherwise than as a result of a breach of this clause 19 or any other obligation of confidentiality);
 - (iii) approved in writing by an authorised officer of ACPL to be disclosed; or
 - (iv) required to be disclosed by a government authority or by relevant laws provided that notice of any such required disclosure is first given to ACPL.

19. General

- (a) ACPL may amend these Terms at any time, by giving Customer notice by mail, e-mail or by posting a notice on ACPL's public website. By continuing to place orders for Products, Customer will be deemed to have accepted the revised Terms.
- (b) Any provision of these Terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provisions will continue unaffected.
- (c) Customer may not assign or attempt to assign any of its rights and obligations under these Terms.
- (d) These Terms are governed by the laws of the State of Queensland and the courts of the state of Queensland shall have exclusive jurisdiction to hear any disputes arising from or relating to this agreement.



Auscomp Computers Pty Ltd (ABN: 75 091 265 600)

Unit 2/47 Colinsvale St Rocklea, QLD 4106 Australia

Ph: (07) 3722 5100 Fax: (07) 3722 5199

Email: sales@auscompcomputers.com

Privacy Act Declaration

1. I/we acknowledge that Auscomp Computers Pty Ltd. (ABN 75091 265 600) ("ACPL") has been requested to provide commercial credit to the Customer named in the Agreement.
2. I/we acknowledge that in accordance with the Privacy Act 1988, certain items of personal information about me/us contained in this Agreement and permitted to be kept on a credit information file, might be disclosed by ACPL to a credit reporting agency. ACPL may give information about me/us before, during or after the provision of credit to the Customer, to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about me/us; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about me/us.This information is limited to:
 - identity particulars about me/us – name, sex, address (and the previous two addresses), date of birth and name of employer;
 - the fact that I/we have offered to act as guarantor in respect of or an application for a credit facility provided by ACPL to the Customer;
 - payments by me/us as guarantor(s) which are overdue by more than 60 days, and for which debt collection action has commenced;
 - advice that the payments are no longer overdue in respect of any default that has been listed;
 - the fact that the credit facility provided to the Customer has been paid off or otherwise discharged;
 - any information that, in the opinion of ACPL I/we have committed a serious credit infringement (that is acted fraudulently or shown an intention not to comply with my/our credit obligations); and
 - any cheques drawn by me/us for \$100 or more which have been dishonoured more than once.
3. I/we agree that ACPL may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purposes of:
 - assessing the Customer's application for commercial credit;
 - assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the Customer; and
 - collecting overdue payments relating to commercial credit owed to ACPL.
4. I/we agree that:
 - ACPL may disclose my/our credit report to ACPL's insurer; and
 - ACPL's insurer may obtain from a credit reporting agency a credit report containing information about me/us, for the purpose of assessing whether to provide insurance to ACPL in respect of commercial credit provided by ACPL to the Customer.
5. I/we agree that ACPL may exchange information about me/us with those credit providers named in the Agreement or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - to assess an application by the Customer for credit;
 - to notify other credit providers of a default by me/us;
 - to exchange information with other creditor providers as to the status of this credit facility where I am/we are in default with other credit providers; and
 - to assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act. I/we understand that ACPL may obtain a banker's opinion about my/our credit worthiness for purposes connected with my/our business, trade or profession.

6. I/we agree that this declaration commences from the date of the Agreement, remains current whilst any monies are outstanding to ACPL and continues until the credit covered by the Customer's application ceases.

DATED THIS _____ DAY OF _____ 20____

SIGNATURE OF AUTHORISED OFFICER OR APPLICANT: _____

PRINT NAME OF AUTHORISED OFFICER OR APPLICANT: _____ POSITION: _____



Auscomp Computers Pty Ltd (ABN: 75 091 265 600)
 Unit 2/47 Colinsvale St Rocklea, QLD 4106 Australia
 Ph: (07) 3722 5100 Fax: (07) 3722 5199
 Email: sales@auscompcomputers.com

DEED OF GUARANTEE AND INDEMNITY

Auscomp Computers Pty Ltd. (referred to as ACPL)

Whereas in consideration of Auscomp Computers Pty. Ltd. agreeing to supply to the person who is named as "the Applicant" on the credit application annexed hereto (hereinafter called "the Customer") with goods and/or services from time to time, I/We the undersigned (referred to as the guarantor") HEREBY JOINTLY AND SEVERALLY agree with Auscomp Computers as follows:

1. To guarantee and to be answerable to ACPL for the due payment by the customer of all monies now or from time hereafter owing to or unpaid to ACPL on any account or any matter whatsoever by the customer 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 ACPL in enforcing payment by the customer of any such monies.
2. This Guarantee shall constitute a continuing guarantee to ACPL for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1 any variation or novation of the agreement between ACPL and the customer extending credit to the customer and approved by changes to the terms of such agreement, including any extension to the credit limit applied for by the customer and approved by ACPL from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by ACPL);
 - 2.2 the winding-up of the customer or the entry by the customer into Deed of Company Arrangement whereby any debt due and owing by the customer to ACPL is extinguished or otherwise not recoverable;
 - 2.3 any time or other indulgence granted by ACPL to the customer or by any arrangement entered into whereby ACPL' rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the guarantor;
 - 2.4 termination of the agreement between ACPL and the customer for the provision of credit on account of the customer failing to inform ACPL of any change in ownership of the customer's business, shareholding or control in which event the guarantor agrees to guarantee all monies due and owing by any third party to ACPL as a result of the continuance of supply of goods and services to the customer or the third party under the customer's account until notification of such change has been given to ACPL and new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein);
 - 2.5 the payment by the customer of monies to ACPL which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect ACPL' right to recover such monies from the guarantor;
 - 2.6 any legal limitation, disability or incapacity of the customer or any other circumstances whatsoever and any monies may be recoverable from the guarantor as principal debtor.
3. The guarantor hereby indemnifies ACPL in respect of all amounts payable by the customer to ACPL on account of goods and/or services supplied by ACPL to the customer, and all costs and interest which the customer may be required to pay ACPL, and the indemnity hereby given is a separate covenant and shall not be affected by insolvency of the customer under the provisions of the Corporations Act 2001 or any Deed of Company Arrangement entered into by the customer or appointment of a liquidator.
4. The guarantor shall be liable to ACPL for all legal costs (on solicitor and own client basis) and the cost of any mercantile agents in respect of proceedings for recovery under this guarantee.
5. It is expressly declared that notwithstanding the fact that this Deed of Guarantee and Indemnity 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 thereto 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.
6. The guarantor hereby charges all property, both equitable and legal, of the guarantor in respect of any monies that may hereinafter be owing to ACPL under this guarantee by the guarantor or otherwise and hereby authorizes ACPL or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the guarantor at any time.
7. This guarantee and the construction and the interpretation of it shall be governed by laws of the State of Queensland in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the Courts of Brisbane in the State of Queensland in respect of all claims, proceedings and matters arising out of or in respect to this Deed of Guarantee and indemnity.
8. In this Guarantee, unless the context otherwise requires, the singular includes plural and vice versa, any gender includes each of the other genders, and words importing persons include firms, unincorporated bodies and corporations.
9. Executed as a deed.

SIGNED, SEALED AND DELIVERED THIS _____ **day of** _____ **20** _____

Signature of Guarantor: _____ Signature of Witness: _____

Print Full Name: _____ Print Full Name: _____

Address: _____ Address: _____

Date of Birth: _____ Drivers Licence #: _____

Signature of Guarantor: _____ Signature of Witness: _____

Print Full Name: _____ Print Full Name: _____

Address: _____ Address: _____

Date of Birth: _____ Drivers Licence #: _____