

## APPLICATION FOR COMMERCIAL CREDIT

Date

### Applicant

Applications will be handled confidentially and must be completed in full

Trading name	<input type="text"/>		
Company name	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>
Postal address for accounts	<input type="text"/>		
Delivery address	<input type="text"/>		
Tel (b/h)	<input type="text"/>	Fax (b/h)	<input type="text"/>
Mobile	<input type="text"/>	Email	<input type="text"/>
Date business commenced	<input type="text"/>	Monthly credit required	<input type="text"/>

### Type of Business

Sole trader	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Company	<input type="checkbox"/>	Trust	<input type="checkbox"/>	Other	<input type="checkbox"/>
Are you a member of a buying group?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name of buying group:	<input type="text"/>			
Industry Type	<input type="text"/>								

### Details of partner/director (all details must be completed). Please attached extra details if more space is needed.

Name	<input type="text"/>	DOB	<input type="text"/>
Address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>	DOB	<input type="text"/>
Address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>	DOB	<input type="text"/>
Address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>

Have any of the above ever been declared bankrupt or have been a director of a company that has been declared bankrupt?  Yes  No

### Bank details

Name of bank	<input type="text"/>	Branch	<input type="text"/>
Account no.	<input type="text"/>	BSB	<input type="text"/>
Account name	<input type="text"/>	Bank manager name	<input type="text"/>

### Premises

Owned	<input type="checkbox"/>	Leased/rented	<input type="checkbox"/>	Years at premises	<input type="text"/>
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### If leased/rented

Named of owner or agent	<input type="text"/>	Tel	<input type="text"/>
Address	<input type="text"/>		

Payment details: Account Name: Blitz System Pty Ltd Bank: St George

BSB	112 879	Credit card payment	Visa and MasterCard accepted
Account no.	426747179	Accounts receivables contact	accounts@blitzsystems.com.au

Please complete the following details;

**Contact details – accounts payable**

**Contact details - purchasing**

<b>Name</b>	<input type="text"/>	<b>Name</b>	<input type="text"/>
<b>Surname</b>	<input type="text"/>	<b>Surname</b>	<input type="text"/>
<b>Phone no.</b>	<input type="text"/>	<b>Phone no.</b>	<input type="text"/>
<b>Fax no.</b>	<input type="text"/>	<b>Fax no.</b>	<input type="text"/>
<b>Email address</b>	<input type="text"/>	<b>Email address</b>	<input type="text"/>

**Trade references (minimum 5 required)**

<b>Name</b>	<input type="text"/>	<b>Tel</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>	<b>\$/month</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>	<b>Tel</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>	<b>\$/month</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>	<b>Tel</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>	<b>\$/month</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>	<b>Tel</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>	<b>\$/month</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>	<b>Tel</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>	<b>\$/month</b>	<input type="text"/>

**ACCEPTANCE OF TERMS AND CONDITIONS**

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.  
 The applicant/s agrees to the Terms and Conditions which are defined as attached.

<b>Signature</b>	<input type="text"/>	<b>Signature</b>	<input type="text"/>
<b>Name (print)</b>	<input type="text"/>	<b>Name (print)</b>	<input type="text"/>
<b>Position</b>	<input type="text"/>	<b>Position</b>	<input type="text"/>
<b>Date</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>

**DEED OF GUARANTEE & INDEMNITY**

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as per page 11 of this document.

<b>Date</b>	<input type="text"/>		
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	<input type="text"/>	<b>Name</b>
			<b>Position</b>
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	<input type="text"/>	<b>Name</b>
			<b>Position</b>

These are the entire Terms and Conditions of Supply of all Goods supplied by Blitz Systems Pty Ltd ACN 649 340 858 as Trustee for Blitz Systems Unit Trust ABN 52 642 907 600 and any associated, related, subsidiary and parent companies, successors and assigns ("the Supplier")

## 1) DEFINITIONS AND INTERPRETATION

**Account Customer** means a Customer who has a Credit Account with Us.

**Additional Expenses** means any duties, fees, taxes (including GST), delivery charges, merchant fees, installation fees, storage fees and levies imposed by these Terms.

**Credit Account** means the approved commercial account You have with Us to purchase Goods on credit pursuant to these Terms.

**Customer** means any person, firm or company placing an order with Us for the purchase of Goods pursuant to these Terms, any Quote or Order and includes Your agents and permitted assigns (all of which are referred to as "You" and "Your").

**Deposit** means the payment of fifty (50) percent of each Order price.

**Due Date** means the date listed on Our invoice for Your payment of Goods.

**Goods** means any goods and services supplied by Us to You pursuant to any Quote, Order and/or these Terms.

**Insolvency Event** means any circumstances where We reasonably believe that You are unable to pay Your debts as and when they fall due or You have suffered a material adverse change in Your financial circumstances.

**Loss** means any claim, demand, cause of action, loss and damage, liability, costs (including legal costs on an indemnity basis), expenses (including any GST payable) and is not limited by the Losses which were contemplated by the parties at the time of entering into these Terms.

**Order** means an order for the purchase of Goods placed by You.

**PPS Law** means:

- (a) the *Personal Property Security Act 2009* (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

**Quote** means a written description of the Goods to be provided by Us to You.

**Supplier** means the entity specified in these Terms as supplying Goods to You and includes any associated, related, subsidiary and parent companies, successors and assigns (all of which are referred to as "Us", "We" and "Our").

**Terms** means the contract created by these Terms and Conditions of Supply.

**Website** means [www.blitzsystems.com.au](http://www.blitzsystems.com.au) as redirected from time to time.

In these Terms:

- (a) A Business Day is any day except Saturday, Sunday or a public holiday in the location where the Goods are being supplied;
- (b) a reference to writing includes email and any communication through Our website;
- (c) a reference to a clause or paragraph is a reference to these Terms;
- (d) a reference to a party to these Terms or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings and any explanatory notes and paragraphs are for ease of reference only and do not affect the meaning or interpretation of these Terms; and
- (g) if these Terms require something to be done on a day that is not a Business Day (for example, payment or notice), then it must be done on the preceding Business Day.

## 2) THIS AGREEMENT AND OUR RELATIONSHIPS

- a) These are the entire terms and conditions of sale of all Goods supplied by Us to You. Except where the parties agree otherwise (which must be by a duly authorised officer and in writing), these Terms apply notwithstanding any provisions to the contrary which may appear on any other document, including a Quote, Order or Invoice.
- b) You warrant that You have obtained all the necessary authorisations to enter into and perform the contract created by these Terms.
- c) You accept these Terms by signing and returning a copy of them to Us or by other conduct, for example by oral acceptance, making an Order.
- d) You engage Us to provide Goods strictly as an independent contractor. We are not engaged as Your employee, partner,

- agent, joint venture or franchisee, nor is any other person working at Our direction.
- e) If You are the trustee of a trust (whether disclosed to Us or not), You warrant to Us that:
- i) You enter these Terms in both Your capacity as trustee and in Your personal capacity;
  - ii) You have the power under the trust deed to enter these Terms;
  - iii) You have the right to be indemnified out of trust assets; and
  - iv) You will give a copy of the trust deed to Us on request.

### 3) APPLICABLE LAW

- a) You acknowledge and agree that this agreement will be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
- b) You acknowledge and agree that any contract for the supply of goods or services between the Supplier and You is formed at the address of the Supplier.
- c) The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

### 4) CHANGES AND UPDATES TO THE TERMS

- a) From time-to-time, and at any time, We may update or alter these Terms. Any updated or altered Terms will apply from the date of alteration. A copy of current Terms can be found on Our website or by requesting a copy from Us.
- b) We will endeavor to notify You of any updated or altered Terms. However, there is no obligation whatsoever on Us to notify You of updated or altered Terms and You agree that You must regularly inspect Our website for any updated or altered Terms.
- c) You must notify Us in writing of any material change to Your organisation, including a change of name, structure, status, trustee, partner, director, contact details, bank account details or address. We may ask You for a new credit application, Terms or any personal guarantee in Your new entity name as restructured or changed.
- d) We may assign and transfer all or any of Our title, estate, interest, benefit, rights, duties and obligations in these Terms to any person, provided that the assignee agrees to assume any of Our duties and obligations owed to You in these Terms.
- e) You must not assign, transfer, charge, encumber or otherwise deal with any of Your rights and obligations under these Terms, or attempt or purport to do so, without Our prior written consent.

- f) If any provision (whole or part) of these Terms is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If modification is not possible, the relevant provision (whole or part) will be deleted. Any modified or deleted provision will not affect the validity and enforceability of the rest of these Terms.

### 5) FORMATION OF CONTRACT

- a) 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 and is not obliged to provide written reasons to You.
- b) Supply of goods and services by the Supplier or written acceptance by the Supplier of You's offer will complete a contract.
- c) Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.

### 6) PRICES

- a) Prices are subject to variation without notice and goods and services will be invoiced at prices current at the time of their provision unless otherwise agreed in writing.
- b) GST and any other taxes or duty on or in respect of goods sold by the Supplier imposed by any state or federal government law shall be payable by You but if those taxes or duties by law are or become payable by the Supplier the prices in respect of the goods shall be increased by the amount necessary to ensure that the net amount actually received by the Supplier is as if those taxes or duties were not payable.

### 7) DELIVERY

- a) Unless otherwise agreed in writing, You shall pay all delivery and handling charges.
- b) You acknowledge and accepts that 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 You as a result of any delay in the delivery of goods.
- c) Delivery will be made between Monday to Friday, 6.00am to 5.00pm only (unless otherwise agreed to in writing).
- d) Delivery is deemed to occur at the earlier of:
  - i) the collection of goods from the Supplier by You or any third party on behalf of You;
  - ii) the time of loading of goods at the Supplier's premises for the purpose of delivery to You.
- e) The Supplier is entitled to charge a reasonable fee for storage and/or redelivery charges in the event You does

- not, or is unable to, accept delivery of the goods.
- f) You accept that the Supplier may deliver goods by instalments and require payment for each separate instalment in accordance with these terms and conditions.
  - g) You cannot return goods to the Supplier without the written agreement of the Supplier.
  - h) Unless otherwise agreed in writing, You must pay all costs associated with the return of any goods (either to the Supplier or from the Supplier to You or any third party) including transportation charges. Goods to be returned to the Supplier must be packed and wrapped appropriately and must include all original packaging and documentation. The Supplier accepts no liability for any damage that occurs to any goods in return transit.
  - i) You acknowledge and agree that any return will incur a handling and administration charge of fifteen (15) percent of the purchase price of the returned goods or \$20.00 (plus GST), whichever is greater.

#### **8) NON-STOCK ITEMS**

- a) You acknowledge that orders for non-stock, custom-made, and special goods (Non Stock Items) may have to be purchased in minimum quantities and that You will be notified if this applies in respect of You's order.
- b) Notwithstanding anything herein to the contrary, and subject to any rights You might have under the Competition and Consumer Act 2010 or any relevant State or Federal Legislation, You acknowledge and agree that Non Stock Items are non-refundable and cannot be returned to the Supplier, unless otherwise agreed in writing by the Supplier.

#### **9) PAYMENT TERMS**

- a) The terms of payment are strictly thirty (30) days from end of month (or such other period as nominated by the supplier herein).
- b) You must check all invoices and advise the Supplier of any errors or omissions within ten (10) days of receipt. Failing advice from You that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
- c) Should You not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and You from time to time, after issuing a written demand to You demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.

#### **10) RISK AND OWNERSHIP**

- a) Unless the parties agree differently in writing, all risk in the Goods passes to You when the Goods are delivered to You (or Your agent, representative or nominated carrier) or when the Goods are collected by You (or Your agent or nominated carrier).
- b) We license you to install the Goods. If the Goods are affixed to other material, We retain ownership of the totality of the Goods and the materials until legal ownership passes to you.
- c) If the materials that the Goods are affixed to is owned by a third party, the totality of the Goods and the materials is deemed to be owned as tenants in common by Us and the third party in shares corresponding to the amounts paid by the third party and payable by You.
- d) Until legal ownership of the Goods passes to You, the Goods are held by You for Us as bailee. You must store the Goods separately from Your own or anyone else's Goods. Storage must be in a way that clearly identifies the Goods as Our property and prevents the Goods from being damaged or spoiled.
- e) You may resell any Goods before legal ownership passes to You, provided that You:
  - i) Resell the Goods to a third party in the ordinary course of business;
  - ii) Act in any transaction as Our fiduciary agent;
  - iii) Hold the proceeds of sale of Goods on trust for Us and in a separate account with separate records;
  - iv) Account to Us for those proceeds or any other payment made by a third party for any sale of the Goods; and
  - v) Allow us to inspect any records of any payments received for Goods.
- f) If You do not pay for any Goods by the Due Date or You suffer an Insolvency Event, then We may repossess the Goods wherever they are located. You irrevocably grant Us (including Our agents or any other nominated representative) an unrestricted right and licence to enter any premises occupied by You without notice for the purpose of identifying and repossessing any of the Goods. We reserve these repossession rights without being liable to You or any other third party in any way.
- g) You must insure the Goods at Your own cost and expense. Insurance must be to the full extent of the price paid or payable for those Goods and remain valid at all times. This includes, but is not limited to, between the time that risk in the Goods passes to You and the date that title in the Goods passes to You.

#### **11) RETENTION OF TITLE**

- a) Title in the goods does not pass to You until You have made payment in full for the goods and, further, until You have made

payment in full of all the other money owing by You to the Supplier whether in respect of money payable under a specific contract or on any other account whatsoever.

- b) Whilst You have not paid for the goods supplied in full at any time, You agrees that property and title in the goods will not pass to You and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
- c) Until payment in full has been made to the Supplier, You 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.
- d) Your indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 10)e) hereof unless and until the funds held on trust are remitted to the Supplier.
- e) You agree that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with prior notice to You, to enter upon any premises occupied by You (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of You) to inspect the goods of the Supplier and to repossess the goods which may be in Your possession, custody or control when payment is overdue.
- f) You will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 11)e). 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 You against the Supplier, its employees, servants or agents.
- g) You agree 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.
- h) For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

#### **12) CANCELLATION OF TERMS OF CREDIT**

- a) The Supplier reserves the right to withdraw credit at any time, whether You are in default under the terms of this agreement or not.
- b) Upon cancellation with or without notice all liabilities incurred by You become due and payable to the Supplier within seven (7) days.

#### **13) INDEMNITY**

- a) You agree to indemnify the Supplier and keep the Supplier indemnified against any claim that arises out of the goods and services supplied under this agreement. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

#### **14) SECURITY/CHARGES**

- a) You charge in favour of the Supplier all estate and interest in any real property, whether held in your own right or as capacity as trustee, You own at present and in the future with the amount of indebtedness hereunder until discharged.
- b) You charge in favour of the Supplier all estate and interest in any personal property, whether held in your own right or as capacity as trustee, You own at present and in the future with the amount of indebtedness hereunder until discharged. You Irrevocably appoint Us and any person nominated by Us severally as Your attorney, with power to execute, sign and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) a security interest to effect the Charge granted under these Terms.
- c) Where You have previously entered into an agreement with the Supplier by which You have 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 You 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.

#### **15) PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)**

- a) These Terms constitute a security agreement for the purposes of the PPSA ("**Security Agreement**") and create a security interest in the Goods supplied by Us from time to time and any proceeds of the sale of the Goods to secure payment for the Goods ("**Security Interest**").
- b) Each sale or supply of Goods by Us under these Terms is subject to the Security Agreement for the purposes of the PPSA.
- c) We may lodge a financing statement on the Personal Property Securities Register ("**PPSR**") in respect of the Security Interest in the Goods and the proceeds of the sale of the Goods, including as a purchase money security interest (as that term is defined in the PPSA) ("**PMSI**"), pursuant to these Terms.

#### **16) OTHER**

- a) If You default in the timely performance of any obligation owed to Us, We may enforce the Security Interest by exercising all or any of Our rights under these Terms, the general law and the PPSA.

- b) You hereby consent to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agree to do all things necessary and reasonably required by the Supplier to effect such registration.
- c) You 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.

#### 17) WARRANTY

- a) All warranties conditions and representations whether express or implied other than any express warranty stated by the Supplier in writing are hereby expressly negated and excluded except in circumstances where the Supplier is by law unable to exclude or limit its liability. Provided that where You are a consumer for the purpose of the Competition and Consumer Act 2010 but the goods or services are not of a kind ordinarily required for personal domestic or household use or consumption the liability of the Supplier shall be limited as determined by the Supplier to anyone or more of the following:
  - i) the replacement of the goods or the supply of equivalent goods; and
  - ii) the payment of the costs of replacing the goods or of acquiring equivalent goods.
- b) No claim of any nature whatsoever (other than relating to the warranty) will be recognized unless made within ten (10) days of delivery. All freight costs involved in returning goods must be paid by You. A copy of the invoice evidencing sale to You is to be included with the goods.
- c) 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.

#### 18) COSTS

- a) You must pay for your own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by You under this agreement. You must also pay for all stamp duty and other taxes payable on this agreement (if any).
- b) You will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against You, including collection costs, debt recovery fees and legal costs on an indemnity basis.
- c) Payments by or on behalf of You will be applied by the Supplier as follows.

- i) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 31 and 50.
- ii) Secondly, in payment of any interest incurred in accordance with clause 58.
- iii) Thirdly, in payment of the outstanding invoice(s).
- d) 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 You will be allocated in a manner at the Suppliers 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.
- e) 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 any other clause in this agreement.

#### 19) PRIVACY

- a) We may collect Your personal and credit information in Our dealings with You (or any of Your guarantors) in accordance with Our Privacy Statement, Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters pursuant to the Credit Reporting Code, the Privacy Act 1988 (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012*, and the Australian Privacy Principles. You consent to that information being collected. You can obtain a copy of Our Privacy Statement, Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters by contacting Us in writing or by visiting Our Website.

#### 20) ELECTRONIC COMMUNICATIONS

- a) In addition to any other delivery method, You agree to receive Invoices via email.
- b) You agree to accept service of notices under the Building and Construction Industry Security of Payment Act 1999 (NSW) as amended from time to time, or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to You, via e-mail (in addition to any and all other forms of service authorised under the legislation, or regulations made by the Act).
- c) You agree that email communications from Us to You constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000 (NSW) ("the Act").

- d) You agree that the receipt and service of notices via email is “an information system for the purpose of receiving electronic communications” within the meaning of the Act.
- e) You agree that evidence of the “dispatch” (within the meaning of the Act) by Us of an email is also prima facie evidence of the “receipt” of the email by You within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the “dispatch” of the email.

# DEED OF PERSONAL GUARANTEE, INDEMNITY AND CHARGE

To: **Blitz Systems Pty Ltd ACN 649 340 858 as Trustee for Blitz Systems Unit Trust ABN 52 642 907 600** at 8 Pavilion Place, Cardiff NSW 2285 and its associated, related, subsidiary and parent companies, successors and assigns (all of which are referred to as “Us” “We” and “Our”).

You enter this Deed in consideration of Us supplying Goods or credit to the Customer named in Item 1 of the Schedule, or not commencing or continuing legal action against that Customer, at Your request. You enter this Deed and agree with Us as follows:

## Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to Us by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to Us for the whole of the Money Secured.
3. We may at any time at Our discretion and without giving any notice whatsoever to You refuse to provide further Goods to the Customer.
4. Where more than one person is a Guarantor, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If more than one person is intended to be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor. This applies even where any person contemplated to sign this Deed does not in fact do so.
6. We may at any time release or discharge You or any of the persons included as Guarantor from the obligations of this Deed, or We may grant time to pay, or We may accept or enter arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed. Any payment received by Us under such arrangement will only operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision will be deemed not to discharge the Customer's indebtedness and in any such event the parties will be restored to rights which each respective party would have had if the payments had not been made.
8. Where You have the right to prove in any insolvency administration of the Customer, You must do so and hold any dividends received on trust for Us.

## Indemnity

9. You indemnify Us against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and collection or legal costs on a solicitor/client basis arising in any way out of Our dealings with the Customer, the intent being that You are primarily liable for payment to Us for such losses and expenses and for the Money Secured.

## Charge

10. For the purpose of securing payment of the Money Secured to Us, You:
  - a) Hereby charges all of Your beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of Us whether or not a demand has been made on the Customer or You;
  - b) Agree to deliver to Us within seven (7) days of written demand a Memorandum of Mortgage in registrable form. You also agree that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Registry Services New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where You have any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
  - c) Authorise and consent to Us taking all actions necessary to give effect to this security, including the lodgement of a caveat upon title of Your real property. You irrevocably appoint Us and any person nominated by Us severally as Your attorney with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
  - d) If the charge created by this section is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and You will not be exonerated in whole or in part, nor will Our right, remedies or recourse against You be in any way prejudiced or adversely affected by such severance.

## General

11. A certificate signed by a director, secretary, financial controller or credit manager of the Company is prima facie evidence of the amount of the Money Secured owed by the Customer or You at that time.
12. **You acknowledge that We have afforded You the full and unrestricted opportunity of seeking independent legal advice on Your obligations under this Deed of Guarantee, Indemnity and Charge prior to signing it.**
13. You acknowledge that You have made and will continue to make Your own enquiries as necessary of the Customer regarding the Customer's past and prospective dealings with Us and the Customer's ability to comply with its obligations to Us. You acknowledge that You are satisfied as to the extent of Your obligations arising from this Deed and that We are under no obligation to notify You of any changes to Our trading terms or dealings with the Customer even if these changes increase Your liability under this Deed.
14. This Deed will be construed according to the laws of the State or Territory as We in Our sole discretion determine. Proceedings may be instituted in such State or Territory as We may in Our sole discretion determine. If We do not make a determination, You consent to any proceedings being instituted and heard by any appropriate Court sitting in Victoria applying the laws of Victoria.
15. In accordance with the Privacy Act 1988, You give Us Your permission to carry out such credit enquiries as We may in Our sole discretion determine and to provide such information concerning You to any other parties as We may in Our sole discretion determine. You indemnify Us in respect of any claims or actions in relation to exercising Our discretion under this section to obtain or provide information concerning You.
16. You acknowledge that any credit limit applying from time-to-time in respect of the credit facilities provided by Us to the Customer is for Our benefit and administrative convenience only. You also acknowledge that such credit limit does not constitute a term of any agreement with the Customer or this Deed in respect of Yours and the Customer's obligations.

## Personal Property Securities Act 2009 (“PPS Act”)

17. You acknowledge and agree that:
  - a) This Deed constitutes a security agreement for the purposes of the PPSA (“**Security Agreement**”) and creates a security interest in the Personal Property and any proceeds of the sale of the Personal Property to secure payment of the Money Secured (“**Security Interest**”); and
  - b) We may lodge a financing statement on the Personal Property Securities Register (“**PPSR**”) in respect of the Security Interest in the Personal Property and the proceeds of the sale of the Personal Property pursuant to this Deed.
18. You must do all such things, provide all such information and sign all such documents as are necessary and reasonably required to enable Us to acquire a perfected Security Interest in the Personal Property, including for the purposes of:

- a) Ensuring that any Security Interest created under, or provided for, by this document attaches to the collateral that is intended to be covered by that Security Interest and is enforceable, perfected and otherwise effective and has the priority required by Us;
  - b) Enabling Us to prepare and register a financing statement or financing change statement; and
  - c) Enabling Us to exercise and maintain any of Our rights or powers in connection with any such Security Interest.
19. If You dispose of the Personal Property, You must immediately pay any proceeds to Us in reduction of all amounts owing by the Customer to Us, which We may apply towards amounts owing by the Customer to Us in such order as specified by section 14(6)(c) of the PPSA, unless otherwise specified in writing by Us. You must not allow any other charge or security interest to exist over those proceeds without Our written consent if that security interest could rank ahead of Our Security Interest.
  20. If a higher-priority security interest does arise in the Personal Property despite this section, You must ensure that You receive cash proceeds for the Personal Property of at least equal to the market value. You must immediately pay those proceeds to Us in reduction of all amounts owing by the Customer to Us, which We may apply towards amounts owing by the Customer to Us in such order as We see fit.
  21. You must not change Your name, structure, status or partnership, or assign or sell Your business to another party, or initiate any change to any registered documentation, or act in any manner which would impact on Our registered Security Interest without Our prior written consent. No such event shall affect Your liability under this Deed, as named, until a new Deed in the Guarantor's new entity name as restructured or changed is received and approved by Us in writing.
  22. To the extent the law permits and for the purposes of sections 115(1) and 115(7) of the PPSA We do not need to comply with sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d) or 132(4), and sections 142 and 143 are excluded.
  23. To the extent the law permits and for the purposes of section 115(7) of the PPSA, we do not need to comply with sections 132 and 137(3).

**UNDERSTANDING THIS DOCUMENT**

**Company** means Blitz Systems Pty Ltd ACN 649 340 858 as Trustee for Blitz Systems Unit Trust ABN 52 642 907 600 and associated, related, subsidiary and parent companies, successors and assigns (referred to as "**We**" "**Us**" "**Our**")

**"Customer"** means the person or company set out in Item 1 of the Schedule.

**"Deed"** means this Deed of Guarantee, Indemnity and Charge.

**"Guarantor"** means the person or company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative (referred to as "**You**" and "**Your**").

**"Goods"** means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by Us to the Customer.

**"Money Secured"** means all monies now payable or which may become payable in the future or contingently by the Customer to Us for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money We pay or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with Us or by You under this Deed; all the costs incurred by Us for recovering monies under any related security.

**"Personal property"** means the personal property referred to in Clause 10.1

**"Security Agreement"** has the meaning referred to in Section 10 of the PPS Act.

**SCHEDULE**

Item 1: The Customer

Name:.....(ACN)..... (ABN).....

Registered Office.....

Item 2: The Guarantor/s

<p><b>1</b> Name: .....</p> <p>Address: .....</p> <p>.....</p> <p><u>Financial Details</u> Account Name .....</p> <p>BSB ..... Account No .....</p> <p>Bank ..... Branch .....</p> <p>Licence No. .... Copy of licence provided <input type="checkbox"/></p>	<p><b>2</b> Name: .....</p> <p>Address: .....</p> <p>.....</p> <p><u>Financial Details</u> Account Name .....</p> <p>BSB ..... Account No .....</p> <p>Bank ..... Branch .....</p> <p>Licence No. .... Copy of licence provided <input type="checkbox"/></p>
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**EXECUTED AS A DEED on:** \_\_\_\_\_

**SIGNED SEALED & DELIVERED BY:**

..... (guarantor signature)	..... (witness signature)
..... (print guarantor name)	..... (print witness name)
..... (date)	..... (witness address)
..... (date)	..... (date)

**SIGNED SEALED & DELIVERED BY:**

..... (guarantor signature)	..... (witness signature)
..... (print guarantor name)	..... (print witness name)
..... (date)	..... (witness address)
..... (date)	..... (date)

**\*Please note that all witnesses to this Deed must be independent and cannot be a party to this Deed**