

Head Office Sydney  
 PO Box 1011  
 Riverwood NSW 2210  
 Ph: (02) 9502 8000 Fax: (02) 9502 8091

Sales Office Melbourne  
 Unit 29 /125 Rooks Road  
 Nunawading VIC 3131  
 Ph: 1300 130 149

Sales Office and Fabrication Centre Brisbane  
 18 Kingsbury Street  
 Brendale QLD 4500  
 Ph: 1300 130 149

Sales Office Perth  
 13 Weedon Road  
 Forrestdale WA 6112  
 Ph: 1300 130 149

**APPLICATION FOR COMMERCIAL CREDIT**

**Applicant**

<b>Trading name</b>			
<b>Name of company, trust, person(s) or partnership operating business</b>			
<b>ACN</b>		<b>ABN</b>	
<b>Business street address</b>			
<b>Business postal address</b>			
<b>Contact person</b>		<b>Tel (b/h)</b>	
<b>Fax (b/h)</b>		<b>Email</b>	
<b>Accounts Payable contact name</b>		<b>Accounts Payable email</b>	
<b>Accounts Receivable contact name</b>		<b>Accounts Receivable email</b>	
<b>Date business commenced</b>		<b>Nature of business</b>	

**Details of partner/director**

<b>Name</b>		<b>DOB</b>	
<b>Address</b>		<b>Drivers licence</b>	
<b>Title</b>		<b>Mobile</b>	
<b>Name</b>		<b>DOB</b>	
<b>Address</b>		<b>Drivers licence</b>	
<b>Title</b>		<b>Mobile</b>	

**Trade references**

<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	
<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	
<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	

## CREDIT TERMS AND CONDITIONS

### 1. Applicability

- (a) By submitting this credit application, the person applying for credit (the **Applicant**) accepts the provisions of these Credit Terms and Conditions (**Credit T+Cs**) and the Supplier's Terms and Conditions (**Supplier's T+Cs**) (printed overleaf, attached or otherwise available on the Supplier's website) which also forms part of this document (together, the **Agreement**).
- (b) The Applicant's application for a credit facility (**Application**) shall be considered to have been accepted upon notification in writing by George Fischer Pty Ltd (ACN 001 686 399) (**Supplier**) and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) (**Corporations Act**).
- (c) The Applicant warrants that all statements made and documents provided by it in or in connection with this Application are true, correct and complete. The Applicant acknowledges that the Supplier has relied on the statements made and documents provided by the Applicant in approving the operation of a credit facility and will continue to do so in respect of the provision of credit to the Applicant.

### 2. Purpose of credit

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

### 3. Cancellation of terms of credit

- (a) The Supplier reserves the right to withdraw or suspend credit at any time, whether the Applicant is in default under this Agreement (or the Supplier's T+Cs) or not.
- (b) Upon cancellation with or without notice, all liabilities incurred by the Applicant become due and payable to the Supplier within seven (7) days. The Supplier will not be obligated to provide further credit until such time as all liabilities have been paid in full.

### 4. Provision of further information

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

### 5. Acknowledgments + Authorisations

- (a) For the purpose of the Application and during the term of this Agreement, the Applicant expressly authorises the Supplier to make such lawful enquiries as it may require to satisfy itself as to the creditworthiness of the Applicant and undertakes to provide signed written authorities addressed to the Applicant's bank or other credit providers as the Supplier may require for this purpose.
- (b) The Applicant and the Supplier acknowledge that these terms and conditions are subject to the Privacy (Credit Reporting) Code 2014.

### 6. Payment terms

- (a) Despite any agreements to the contrary, all payments shall become immediately due and payable if the Supplier reasonably believes that the information which the Applicant has given in the credit application is not correct or no longer correct, or if the Applicant breaches this Agreement or defaults under any agreement with the Supplier.
- (b) The Supplier may require the Applicant to pay cash in full prior to delivery if:
  - (i) the purchase of the goods would exceed the agreed credit limit; or
  - (ii) in the Supplier's opinion, the creditworthiness of the Applicant is or has become unsatisfactory.
- (c) The Supplier does not hold goods on non-cleared funds. The Supplier reserves the right to withhold or refuse further delivery of goods until all overdue accounts are settled.
- (d) If the Supplier varies the Supplier's T+Cs, and the Applicant does not agree with the variations proposed by the Supplier, the Applicant must notify the Supplier in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. The Supplier and/or the Applicant will then be at liberty to suspend/withdraw credit facilities if no agreement can be reached between the parties regarding the proposed variations.
- (e) The Applicant must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Applicant that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
- (f) Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the Credit T+Cs as provided herein, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of 10 percent of the amount of the invoice payable. The Applicant acknowledges that the administration fee is a reasonable and fair pre-estimate of costs and damages incurred by the Supplier in the event of the Applicant's failure pay a demand by the due date.

### 7. Default

- (a) The Applicant agrees that if the Applicant commits an act of default; including, without limitation:
  - (i) if the Applicant breaches a term of this Agreement without remedy upon five (5) days' notice in writing from the Supplier;
  - (ii) if the Applicant fails to pay any amount due and payable under this Agreement;
  - (iii) if any step is taken to enter into any agreement between the Applicant and its creditors;
  - (iv) if the Applicant ceases to be able to pay its debts as they become due or ceases to carry on business;

(v) if any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person over the whole or any part of the Applicant's assets or business; or

(vi) in the Supplier's opinion the Applicant's credit standing or financial circumstances have materially changed;

the Supplier may do any or all of the following (in addition to any other rights the Supplier may have):

- A require the Applicant to immediately pay all amounts that are invoiced but unpaid and/or to pay in advance for any further delivery of services;
- B commence proceedings to recover all amounts due and owing;
- C suspend or cease supplying services to the Applicant;
- D cancel this Agreement or any other contract with the Applicant as the Supplier sees fit.

(b) The rights set out in clause 8(a) are without prejudice to any other right or remedy available to the Supplier.

### 8. Interest rates

- (a) The interest rate on any outstanding debts is a fixed rate of 10 per cent per annum.
- (b) If the Applicant fails to pay for the services supplied by the Supplier in accordance with these Credit T+Cs or the Supplier's Terms of Business, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant 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. The Applicant acknowledges that the administration fee is a reasonable and fair pre-estimate of costs and damages incurred by the Supplier in the event of the Applicant's failure pay a demand by the due date.

### 9. Indemnity

- (a) The Applicant indemnifies the Supplier against all costs and expenses (including legal fees and expenses on a full indemnity basis) incurred by the Supplier in connection with:
  - (i) any default by the Applicant under these Credit T+Cs;
  - (ii) the recovery of any monies due and payable to the Supplier by the Applicant but unpaid by the Applicant;
  - (iii) the exercise or attempted exercise by the Supplier of any power conferred on it by these Credit T+Cs; and
  - (iv) any claim that arises out of the services supplied under this Agreement.

### 10. Corporations

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

### 11. Trustee capacity

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

### 12. Partnership

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

### 13. Insolvency

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

### 14. Severance

- (a) If any provision of this Agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
- (b) If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

### 15. Variation

- (a) The Applicant agrees that these Credit T+Cs may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant. The Applicant will be provided with fourteen (14) days to accept the variation/s, failing which the variations may be deemed accepted by the Supplier.
- (b) Any proposed variation to these Credit T+Cs by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing. Variations requested by the Applicant will only be binding upon the Supplier if they are accepted in writing.

### 16. Entire agreement

- (a) This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Applicant in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.
- (b) Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, these Credit T+Cs and this Agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.

**17. Miscellaneous**

- (a) The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, pandemics, epidemics, acts of God or any other activity beyond the Supplier's control.
- (b) The Supplier is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant in relation to these Credit T+Cs.

**18. Jurisdiction**

- (a) The Applicant acknowledges and agrees 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) 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.

**Applicant's Statement**

I am / We are:

- (a) authorised to sign this credit application form on behalf of the Applicant and certify that the information provided is true and correct;
- (b) have read and understand these Credit Terms and Conditions and the Supplier's Terms of Business (above or attached, receipt of which is acknowledged) which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions;
- (c) understand that a credit check will be undertaken as part of this application;
- (d) authorise the use of my/our personal information as detailed in the Privacy Statement in the above Credit Terms and Conditions and have read and understood the Supplier's Privacy Policy available at [www.gfps.com/au](http://www.gfps.com/au)

**Applicant's signature**

<b>Signature</b>		<b>Signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

<b>Signature</b>		<b>Signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

**FOR COMPLETION BY THE SUPPLIER**

<b>Account Manager</b>		<b>Key Account (YK)</b>	
<b>Intermediary (YI)</b>		<b>Global industry (YS)</b>	

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

<b>Signature</b>		<b>Position</b>	
<b>Name (print)</b>		<b>Date</b>	

**ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS**  
(supplier to nominate)

## DEED OF GUARANTEE & INDEMNITY

To George Fischer Pty Ltd (ACN 001 686 399) and its related bodies corporate (**Supplier**)

<b>Applicant</b>		<b>Address</b>	
<b>Guarantor 1</b>		<b>Address</b>	
<b>Guarantor 2</b>		<b>Address</b>	

The [**Guarantor(s)**] hereby covenants and undertakes and if more than one, jointly and severally, as follows.

### 1. Defined Terms

(a) A term or expression starting with a capital letter has the meaning given to it in the Dictionary in clause 25 of this Deed.

### 2. Consideration

(a) The Supplier may at its sole discretion extend credit or further credit to the Applicant at the Guarantor's request for goods sold or to be sold by the Supplier from time to time.

(b) In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantor's request (evidenced by the Guarantor's execution of this Deed) for goods sold or to be sold from time to time, the Guarantor's guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

### 3. Guarantee and Indemnity

(a) The Guarantor unconditionally and irrevocably guarantees to the Supplier due and punctual performance of the Guaranteed Obligations.

(b) The Guarantor unconditionally and irrevocably indemnifies the Supplier against all claims, losses, damages, costs (including legal costs) or expenses and other liabilities arising directly or indirectly from, or which the Supplier suffers or incurs in connection with:

- (i) the Guaranteed Obligations;
- (ii) the failure of the Guarantor or the Applicant to duly and punctually comply with or perform its obligations or purported obligations under or in connection with this Deed;
- (iii) the failure to observe the terms of any agreement between the Applicant and the Supplier, including costs ordered by a court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier;
- (iv) any representation or warranty made by the Guarantor or the Applicant being or becoming untrue or misleading; or
- (v) the exercise or attempted exercise by the Supplier of a right of power under this Deed.

(c) The Guarantor must immediately on demand by the Supplier pay to the Supplier any amount the Supplier states is payable under this Deed.

(d) This Deed is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantor(s) jointly and severally be in any way prejudiced or affected by:

- (i) any other security taken by the Supplier from the Applicant or from any other person;
- (ii) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantor or any one or more of the Guarantors;
- (iii) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor or any of the Guarantors from all or any part of their obligations contained in this Deed; or
- (iv) any Guarantor failing to meet its obligations under this Deed or failing or ceasing to be bound by the terms of this Deed.

### 4. Demand

(a) If the Applicant defaults in the performance of the Guaranteed Obligations in accordance with this Deed, the Guarantor must perform the Guaranteed Obligations immediately on demand by the Supplier.

### 5. Survival

(a) The indemnity remains in effect even if the guarantee is not or ceases to be valid or enforceable against the Guarantor for any reason.

(b) The guarantees and indemnities in this Deed:

- (i) are continuing obligations;
- (ii) survive termination of this Deed;
- (iii) extend to cover this Deed as amended, varied or replaced, whether with or without the consent of the Guarantor;
- (iv) are independent of, and not in substitution for or affected by, another security interest or guarantee or other document or agreement which the Supplier or another person may hold concerning the Guaranteed Obligations; and
- (v) continue in full force and effect until all of the Guaranteed Obligations and all of the Guarantor's obligations under or in connection with this Deed have been irrevocably performed in full, regardless of any intermediate payment or discharge in whole or in part, and notwithstanding the fact that the Guarantor(s) is no longer a director, shareholder or owner of the Applicant.

### 6. Principal Debtor

(a) If the Guaranteed Obligations are not fully enforceable against or not fully recoverable from the Applicant as debtor or from the Guarantor as surety for any reason, including:

- (i) any legal limitation, disability or lack of capacity, power or authority affecting the Applicant or the Guarantor or an improper exercise of power or authority by any person; or
- (ii) any provision of this Deed or any transaction relating to the Guaranteed Obligations being or becoming void, voidable, unenforceable or time-barred,

the Guaranteed Obligations:

- (i) are recoverable from, or enforceable against, the Guarantor as though they had been incurred and owing by the Guarantor and the Guarantor was the sole and principal debtor in respect of the Guaranteed Obligations; and
- (ii) must be paid or performed by the Guarantor immediately on demand by the Supplier.

### 7. Joint and Several Obligations

(a) If there is more than one Guarantor, the obligations of the Guarantor apply to each of the above signed Guarantors jointly and severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.

### 8. Right of subrogation

(a) The Guarantor may not exercise any rights of subrogation against any other Guarantor or the Applicant unless the Supplier has been paid in full.

### 9. Release of Guarantee

(a) This Deed remains in effect until the Supplier gives the Applicant a written notice of discharge.

(b) The Supplier is not obliged to discharge this Deed unless the Supplier is satisfied that:

- (i) all Guaranteed Obligations have been fully satisfied;
- (ii) the Applicant has complied with its obligations in every respect under the terms of all relevant agreements that the Applicant has with the Supplier, including the Terms and Conditions; and
- (iii) there is no reasonable possibility that money received or recovered to satisfy the Guaranteed Obligations must be repaid or refunded under any law or there is no future likelihood or supply to the Guarantor or Guaranteed Obligations arising.

(c) This Deed is a continuing security despite any settlement or account or any other matter or thing until a final discharge is given by the Supplier to the Guarantor.

### 10. Representations and Warranties

(a) The Guarantor represents and warrants to the Supplier that each of the Warranties is true as at the date of this Deed.

(b) Each Warranty is to be construed independently.

(c) The Guarantor agrees that in entering into this Deed, it has not relied on any statement, representation, warranty, inducement, condition, forecast or other conduct which may have been made by or on behalf of the Supplier or any related party.

### 11. Rights of the Supplier

- (a) This Deed applies to the Guaranteed Obligations from time to time, together with any other amounts payable, due or claimable under a provision of this Deed (including the indemnities).
- (b) The obligations of the Guarantor under this Deed extend to any change to the Guaranteed Obligations occurring for any reason.
- (c) Clause 11(b) does not limit the obligations of the Guarantor under this Deed and applies whether or not the Guarantor has notice of anything referred to in clause 11(b) or was aware or it or consented to it.
- (d) The liability of the Guarantor under this Deed is not discharged, reduced or otherwise adversely affected by anything which might otherwise affect it at law or in equity including, without limitation, any of the following, whether occurring with or without the consent of any person or notice to any person:
  - (i) the granting of time, credit, any forbearance, indulgence or concession to the Guarantor, the Applicant or any other person;
  - (ii) any compromise, release, waiver or variation in relation to the Applicant or the Guarantor;
  - (iii) any omission or neglect by the Supplier otherwise than as a result of deceit or fraud;
  - (iv) any obligation of the Applicant being wholly or partially illegal, void, voidable or unenforceable for any reason;
  - (v) any claim, right or judgment which the Guarantor or Applicant may have against the Supplier; or
  - (vi) any Insolvency Event occurring in respect of the Applicant.
- (e) The Supplier may from time to time in its absolute discretion:
  - (i) decide not to enforce its rights against the Guarantor; or
  - (ii) make an arrangement or compromise with the Guarantor as it thinks fit.

#### 12. Restrictions on Guarantor's rights

- (a) The Guarantor waives in favour of the Supplier all rights or claims it may have against the Applicant, to the extent lawful and necessary to give effect to this Deed.
- (b) The Guarantor waives any rights that it may have of first requiring the Supplier (or any other person for whose benefit the guarantee and indemnity in this Deed is given) to commence proceedings, or enforce any other right, against the Applicant or any other person before claiming under this Deed.

#### 13. Insolvency of Applicant

- (a) The Guarantor's obligations under this Deed are not released or discharged by:
  - (i) an Insolvency Event occurring in respect of the Applicant or the Guarantor;
  - (ii) any time, waiver, consent, indulgence or other concession granted to the Applicant;
  - (iii) a release, forbearance to sue, discharge, relinquishment, compounding or compromising of the obligations of any party to this Deed or of the Supplier or in respect of the Guaranteed Obligations;
  - (iv) any change in the constitution of the Applicant or the Guarantor or their absorption in, amalgamation with or merger into, or the acquisition of all or part of their undertaking by, any other person;
  - (v) an amendment of, supplement to or replacement of the obligations of any party to this Deed or of the Supplier including any amendment, supplement or replacement under which the Applicant's obligations are increased, the Applicant incurs additional obligations or the time and method of payment by the Applicant is varied;
  - (vi) an obligation of any party to this Deed or of the Supplier being or becoming illegal, void, voidable or unenforceable (regardless of whether by reason of a legal limitation, disability or incapacity on the part of the Supplier and whether this Deed is void ab initio or is subsequently avoided);
  - (vii) any part of the Guaranteed Obligations being or becoming irrecoverable or never having been recoverable;
  - (viii) a rule of law or equity to the contrary;
  - (vix) the partial performance of the Guaranteed Obligations;
  - (x) the Supplier granting any time or other indulgence or concession to, compounding or compromising with, or wholly or partially releasing the Applicant or the Guarantor from any obligation; or
  - (xi) another thing happening that might otherwise release, discharge or affect the obligations of the Guarantor under this Deed.

#### 14. Costs

- (a) The Guarantor must pay or reimburse all of the costs, charges and expenses suffered and incurred by the Supplier, its

officers, agents, employees and consultants which relate to enforcing this Deed or preserving a right under this Deed. This includes, without limitation, legal fees and disbursements and debt recovery agency fees on a full indemnity basis.

- (b) The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
  - (i) the account of the Applicant;
  - (ii) this Deed or its subject matter;
  - (iii) any other security in respect of the indebtedness of the Applicant to the Supplier;
  - (iv) the preparation, completion and stamping of this Deed; or
  - (v) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this Deed;
 and the same will be part of the monies secured by this Deed.
- (c) The Guarantor appoints as its duly constituted attorney the Supplier's company secretary from time to time to:
  - (i) execute on behalf of the Guarantor any deed relating to any real property mortgage or bill of sale; or
  - (ii) consent to any caveat the Supplier may choose to lodge against real property that the Guarantor may own in any land titles office in any state or territory of Australia, even though the Guarantor may not have defaulted in carrying out its obligations under this Deed.

#### 15. Default Interest

- (a) The Guarantor must pay interest to the Supplier on any amount due and payable, but unpaid, as part of the Guaranteed Obligations, from and including the due date for payment to the date of actual payment at a rate of 2% per annum above the cash rate published by the Reserve Bank of Australia, such interest to accrue daily.

#### 16. Variation

- (a) The Guarantor authorises the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantor's liability under this Deed.
- (b) The Guarantor agrees that this Deed will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantor's liability under this Deed.

#### 17. Severance

- (a) Each provision of this Deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid, it is to be treated as being severed from this Deed, but the rest of this Deed will not be affected.

#### 18. Security/charge

- (a) The Guarantor charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Guarantor owns at present and in the future with the amount of its indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 2 and 3.
- (b) The Guarantor charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Guarantor owns at present and in the future with the amount of its indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 2 and 3.
- (c) This Deed secures the repayment of all monies owed by the Applicant whatsoever.
- (d) Where the Guarantor has previously entered into an agreement with the Supplier by which the Guarantor has granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this Deed and will secure all indebtedness and obligations of the Guarantor under this Deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms in this Deed.

#### 19. Personal Property Securities Act

- (a) For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009* (Cth)(PPSA).
- (b) The Guarantor waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

#### 20. Service of notices

- (a) A notice or other communications given under this Deed:

- (i) must be in legible writing in English; and
- (ii) must be addressed to:
  - A. the Supplier; or
  - B. the Guarantor,
 at its last known address.
- (b) The Guarantor agrees to accept service of any document required to be served, including any notice under this Deed or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Guarantor or the Guarantor's authorised representative.

**21. Assignment**

- (a) The Guarantor may not assign or otherwise transfer a right, remedy, duty or obligation under this Deed.

**22. Privacy**

- (a) The Guarantor agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended from time to time) contained in this document and the Supplier's Privacy Policy.

**23. Independent Advice**

- (a) The Guarantor acknowledges that it has received independent legal advice about this Deed or has had an opportunity to seek independent legal advice.

**24. Jurisdiction**

- (a) This Guarantee is governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

**25. Dictionary**

In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

**Applicant** means the applicant identified in this Deed.

**Deed** means this guarantee and indemnity deed.

**Guaranteed Obligations** means all obligations, financial and otherwise, owing by the Applicant to the Supplier including but not limited to:

- (a) all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

- (b) all costs and expenses referred to in clause 14 and/or interest pursuant to clause 15;

**Insolvency Event** means the occurrence of any one or more of the following events in relation to the Guarantor or the Applicant:

- (a) an application is made to a court for an order that it be wound up, declared bankrupt or that a liquidator or administrator be appointed;
- (b) a liquidator or administrator is appointed;
- (c) it is insolvent as disclosed in its accounts, or otherwise states that it is insolvent, or it is presumed to be insolvent under any applicable law; or
- (d) it ceases to carry on business or threatens to do so.

**Supplier** means George Fischer Pty Ltd (ACN 001 686 399) and its related bodies corporate.

**Terms and Conditions** means the standard terms of trade of the Supplier.

**Warranties** means:

- (a) it has the power to enter into this Deed and to perform its obligations under this Deed;
- (b) there is no litigation, arbitration or other dispute resolution procedure taking place, pending or threatened against it or any of its assets which would prevent it from carrying on all of its business or a substantial part of its business; and
- (c) all of the information which it has given to the Supplier is true in all material respects and is not, by omission or otherwise, misleading in any way.

This guarantee and indemnity is executed and delivered as a Deed.

<b>Date</b>		
<b>Signed, sealed and delivered by Guarantor 1</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Position</b>	
	<b>Witness signature</b>	
	<b>Name</b>	
<b>Signed, sealed and delivered by Guarantor 2</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Position</b>	
	<b>Witness signature</b>	
	<b>Name</b>	