

CONFIDENTIAL

ALUMINIUM INDUSTRIES OF AUSTRALIA

Application for Credit
Terms and Conditions of Trade
Guarantee and Indemnity

160 Ordish Road, Dandenong South, Victoria, 3175
Telephone: (03) 9798 4433

Aluminium Industries of Australia Pty Ltd
(ACN 072 558 500)
www.alumind.com.au

How to Complete these Forms

Please read all documents carefully

Part 1: Credit Application

Part 2: Terms and Conditions of Trade

Part 3: Personal Guarantee and Indemnity

IMPORTANT: *If you do not understand any part, you should seek legal advice.*

Part 1. Credit Application

- Complete sections 1, 2, 6, 7 and 8;
- If you are applying for yourself, complete section 3;
- If you are applying for your company, complete section 4;
- If you are applying as a trustee (corporate or individual), complete section 5;
- Read section 9 carefully; and
- Sign as indicated below in section 11:
 - If you are a sole trader, you must sign;
 - If you are applying as a partnership, all partners must sign;
 - If you are applying for your company, all directors must sign;
 - If you are applying as an individual trustee, all individual trustees must sign; or
 - If you are applying for a company trustee, all directors must sign.

IMPORTANT: *By signing, you are agreeing to be bound by the Terms and Conditions of Trade.*

Part 2. Terms and Conditions of Trade

- Read carefully and if you do not understand any part, you should seek legal advice.

Part 3. Personal Guarantee

- If you are a sole trader or partnership, you need not sign this form;
- If you are applying for your company, all **directors** and the **directors' spouses** must sign;
- If you are applying as an individual or joint trustee, all trustees must sign;
- Each guarantor must sign a separate copy of the form;
- Each signature must be witnessed by an independent person.

IMPORTANT: *All parties who sign the guarantee may become personally responsible, instead of, or as well as, the Applicant to pay all amounts which the Applicant owes Aluminium Industries of Australia as well as Aluminium Industries of Australia' costs and expenses in enforcing the guarantee and interest.*

If the Applicant does not pay you must pay. This could mean you lose everything you own. Before signing, each guarantor should:

- *obtain independent legal advice;*
- *consider obtaining independent financial advice;*
- *make his or her own enquires about the credit worthiness, financial position and honesty of the Applicant.*

When finished

- When all parts have been signed, please return all parts to the person who sent them to you.
- For any queries relating to this application, please contact us at the numbers shown above.

ALUMINIUM INDUSTRIES OF AUSTRALIA

PART 1: CREDIT APPLICATION

1. The Applicant

Applicant Name:.....

ACN: ABN:

Trading Name (if different from applicant):

Date Business Commenced:.....

Principal Business Address:.....

Suburb: State:..... Postcode:.....

Delivery Address (if different from Principal Business Address):

Suburb: State:..... Postcode:.....

Contact Name:

Position: Email:

Telephone:..... Facsimile:

2. Operating Structure

tick appropriate box

- Pty Ltd Sole Trader Corporation as Trustee
- Public Company Partnership Individual(s) as Trustee

If an individual / sole trader, please complete section 3

If a company, partnership or individual trustee, please complete section 4

If a corporation trustee, please complete section 5

3. Individual / Sole Trade Details

Full Name:

Date of Birth: Drivers Licence Number:

Copy of Drivers Licence Attached

4. Directors, Partner and Individual Trustee Details

provide details of all directors (for company or corporate trustee), partners or individual trustees

Name:

Address:.....

Name:

Address:.....

Name:

Address:.....

If more than three, please attach details

5. Trust Details

Name of Trust: ABN:

tick appropriate box

- Type of Trust: Family / Discretionary Unit Other (Details:)

If a unit trust, provide details of all unitholders

Name: Address:

Name: Address:

Name: Address:

If more than three, please attach details

6. Applicant's Financial Details

Estimated Monthly Purchases: \$.....

7. Business History

For all directors, partners, trustees or sole trader

Have any been declared bankrupt? Yes No If, yes, details:

Have any been involved in a business that has failed or been liquidated? Yes No

If yes, details:

Names of related or subsidiary companies or partnerships:

8. Trade / Business References

three trade or business references must be provided from current major suppliers that are providers of commercial credit

Business Name:..... Contact:

Address:

Telephone: Facsimile:

Business Name:..... Contact:

Address:

Telephone: Facsimile:

Business Name:..... Contact:

Address:

Telephone: Facsimile:

9. Terms of Credit

Credit will not be provided until Aluminium Industries of Australia accepts this application and has provided written confirmation to the Applicant.

If Aluminium Industries of Australia accepts this application, the provision of goods and services and credit facilities to the Applicant are subject to the Terms and Conditions of Trade, attached.

10. Execution

By signing this application for credit, the Applicant:

- acknowledges having been provided with Terms and Conditions of Trade and having read and understood them;
- acknowledges that it has been advised to seek legal and financial advice prior to signing this application;
- agrees that the Terms and Conditions of Trade apply to the provision of goods and services to it by Aluminium Industries of Australia.

If company or corporate trustee - sign for and on behalf of the Applicant

Name of authorised person:..... Position:.....

Signature: Date:.....

If sole trader, partnership or individual(s) as trustee

If partnership or individual(s) as trustee - all partners and individuals must sign

Name: Signature: Date:.....

Name: Signature: Date:.....

Name: Signature: Date:.....

If more than three directors or individuals, please have additional directors or individuals sign a copy of this page.

1. Definitions

In these Terms:

ACL means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;

Agreement means any agreement for the provision of goods or services by the Supplier to the Customer;

consumer is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if Customer is a consumer under the Agreement;

Customer means the person, jointly and severally if more than one, acquiring goods or services from the Supplier;

goods means the Supplier's range of products and services including but not limited to tooling, stillages and other assets.

GST means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated Regulations as amended;

Ipsa Facto Amendments means the ipso facto regime contained in Part 2 of the *Treasury Laws Amendment (2017 Enterprise Incentives No.2) Act 2017*.

PPSA means the *Personal Property Securities Act 2009* (Cth) and its associated Regulations as amended;

services means services supplied by the Supplier to the Customer;

Supplier means Aluminium Industries of Australia Pty Ltd (ACN 072 558 500); and

Terms means these Terms and Conditions of Trade.

2. Basis of Agreement

2.1. Unless otherwise agreed by the Supplier in writing, the Terms apply exclusively to every Agreement involving the supply of goods from the Supplier to the Customer and cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase (if any).

2.2. Any quotation provided by the Supplier to the Customer for the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing.

2.3. The Terms may include additional terms in the Supplier's quotation, which are not inconsistent with the Terms.

2.4. An Agreement is accepted by the Supplier when the Supplier accepts, in writing or electronic means, an offer from the Customer or provides the Customer with the goods or services.

2.5. The Supplier may refuse to accept any offer.

2.6. The Customer must provide the Supplier with its specific requirements, if any, in relation to the goods and services.

3. Pricing

3.1. Prices quoted for the supply of goods and services include GST and any other taxes or duties imposed on or in relation to the goods and services.

3.2. If the Customer requests any variation to the Agreement, the Supplier may increase the price to account for the variation and will take all reasonable steps to ensure that any variation is communicated to the Customer.

3.3. Where there is any change in the costs incurred by the Supplier in relation to goods or services, the Supplier

may vary its price to take account of any such change, by notifying the Customer.

4. Payment

4.1. Unless otherwise agreed in writing:

- (a) Subject to 4.1(b), full payment for the goods or services must be made within 30 days from the end of month of invoice.
- (b) The Supplier reserves the right to require payment in full on delivery of the goods or completion of the services.

4.2. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.3. Payment terms may be revoked or amended at the Supplier's sole discretion immediately upon giving the Customer written notice. If the Supplier provides the Customer with written notice of its revocation or amendment to the payment terms, the Customer may elect to withdraw its order by providing written notice to the Supplier.

4.4. The time for payment is of the essence.

4.5. The Supplier may issue an invoice in the form of (and make) a payment claim following the delivery of any goods and on the 25th day of each month (**Reference Date**) as provided for in the *Building and Construction Industry Security of Payment Act 2002* (Vic).

5. Payment Default

5.1. If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any of its other accrued or contingent rights:

- (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 2% for the period from the due date until the date of payment in full;
- (b) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;
- (c) cease or suspend supply of any further goods or services to the Customer;
- (d) by written notice to the Customer, terminate any uncompleted contract with the Customer.

5.2. Clauses 5.1(c) and 5.1(d) may also be relied upon, at the Supplier's option:

- (a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
- (b) where the Customer is a corporation and a liquidator is appointed.

5.3. Clauses 5.1(c) and 5.1(d) may also be relied upon, at the Supplier's discretion and subject to complying with the requirements of the Ipsa Facto Amendments, where the Customer is a corporation and it enters into any scheme of arrangement or any assignment or

composition with or for the benefit of its creditors or any class of its creditors generally, or has an administrator, receiver or manager or similar functionary appointed in respect of its assets.

6. Passing of Property

6.1. Until the Supplier receives full payment in cleared funds for all goods and services supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:

- (a) title and property in all goods remain vested in the Supplier and do not pass to the Customer;
- (b) the Customer must hold the goods as fiduciary bailee and agent for the Supplier;
- (c) the Customer must keep the goods separate from its goods and maintain the Supplier's labelling and packaging;
- (d) the Customer must hold the proceeds of sale of the goods on trust for the Supplier in a separate account with a bank to whom the Customer has not given security however failure to do so will not affect the Customer's obligation as trustee;
- (e) in addition to its rights under the PPSA, the Supplier may without notice, enter any premises where it suspects the goods are and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

7. Personal Property Securities Act

7.1. Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.

7.2. For the purposes of the PPSA:

- (a) terms used in clause 7 that are defined in the PPSA have the same meaning as in the PPSA;
- (b) these Terms are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future goods supplied by the Supplier to the Customer and the proceeds of the goods;
- (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
- (d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by the Supplier on the Personal Property Securities Register.

7.3. The security interest arising under this clause 7 attaches to the goods when the goods are collected or dispatched from the Supplier's premises and not at any later time.

7.4. Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

7.5. The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.

7.6. To the extent permitted by the PPSA, the Customer agrees that:

- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only

to the extent that they are mandatory or the Supplier agrees to their application in writing; and

- (b) where the Supplier has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

7.7. The Customer must immediately upon the Supplier's request:

- (a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
- (b) procure from any person considered by the Supplier to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Supplier may at any time require.

7.8. The Supplier may allocate amounts received from the Customer in any manner the Supplier determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.

7.9. For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of goods and details of the goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the goods, except as otherwise required by law or that is already in the public domain.

8. Risk and Insurance

8.1. The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer, or a third party to undertake further work on the goods for the Customer or taken from the Supplier's premises.

8.2. The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.

8.3. The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation or possession of any of the goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL.

9. Performance of Agreement

9.1. Any period or date for delivery of goods or provision of services stated by the Supplier is an estimate only and not a contractual commitment.

9.2. The Supplier will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9.3. If the Supplier cannot complete the services by any estimated date, it will complete the services within a reasonable time.

10. Delivery

10.1. Subject to clause 10.7, the Supplier will arrange for the delivery of the goods to the Customer.

10.2. The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

- 10.3. The Supplier may make part delivery of goods or provision of services and the Supplier may invoice the Customer for the goods or services provided.
- 10.4. The Customer indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and the Supplier has not used due care and skill.
- 10.5. If delivery is attempted and is unable to be completed the Customer is deemed to have taken delivery of the goods. The Customer is liable for storage charges payable monthly on demand.
- 10.6. Where delivery is unable to be completed, the Supplier may at its sole discretion attempt to re-deliver the goods within a reasonable time frame. The Customer acknowledges that the Customer is responsible for all costs associated with re-delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer.
- 10.7. If agreed that the Customer will collect the goods:
- (a) the Customer must collect the goods with seven days of being advised they are ready;
 - (b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

11. Inspection

- 11.1. The Customer must:
- (a) inspect the goods within 25 business days of delivery; and
 - (b) notify the Supplier of any alleged damage or non-conformance with the specifications of the Agreement within 25 business days of delivery, otherwise the Customer will be deemed to have accepted the goods.
- 11.2. If the Customer on-sells the goods prior to the expiration of the time periods set out in clause 11.1(a) and (b), the Customer is deemed to have accepted the goods.

12. Liability

- 12.1. Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.
- 12.2. If the Customer is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.
- 12.3. If the Customer on-supplies the goods to a consumer and:
- (a) the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Customer;
 - (b) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Customer;
- howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with

the goods or services by the Customer or any third party.

- 12.4. If clause 12.2 or 12.3 do not apply, then other than as stated in the Terms or any written warranty statement the Supplier is not liable to the Customer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 12.5. The Supplier will not be liable to the Customer for any loss caused wholly or partly by or arising out of any use of the goods or any defect resulting from normal wear and tear or accident, misuse or other unsuitable or unauthorised use of the goods, negligence or error in storing, maintaining or handling the goods, incorrect installation or assembly of the goods where the Supplier has not installed or assembled such goods, modifications or changes to the goods without the Supplier's prior written authorisation or any other unauthorised act or fault by the Customer or a third party.
- 12.6. If the Customer accepts the Supplier's delivery of incomplete goods and the Customer does not notify the Supplier in accordance with clause 11.1 above, the Supplier will not be liable for any indirect or consequential loss or expenses suffered by the Customer or any third party in respect of the incomplete goods, except to the extent of any liability imposed by the ACL.
- 12.7. For the avoidance of doubt, in circumstances in which the goods supplied are unfinished goods in which the Customer or an agent of the customer performs further manufacturing, processing or finishing processes, or installation the Supplier shall not be liable to the Customer for any fault or defect caused or contributed to by any such manufacturing processes, value adding processes, processing installation or finishing and the Customer further indemnifies and holds the Supplier harmless for all claims, losses, damages, actions, suits and demands (including any consequential and economic loss) from any third parties arising out of or in relation to such goods to the extent that such losses arise from any further manufacturing processes, value adding processes, processing or finishing.
- 12.8. If the Customer provides goods to the Supplier for manufacturing purposes and the goods contain defects:
- (a) the Supplier shall not be held liable for any failure of the goods after the completion of the manufacturing process; and
 - (b) the Customer indemnifies and holds the Supplier harmless for all claims, losses, damages, actions, suits and demands (including any consequential losses and economic loss) from any third parties arising out of or in relation to such losses to the extent that such losses are due to the defective nature of the goods provided by the Customer to the Supplier.
- 12.9. The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- 12.10. The Customer acknowledges that:
- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the goods or services or their use or application.

- (b) it has not made known, either expressly or by implication, to the Supplier any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer.
- (c) It has made its own enquiries about the suitability of the goods purchased for its use.

12.11. Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

13. Cancellation

- 13.1. If the Supplier is unable to deliver the goods or provide the services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.
- 13.2. The Supplier may also cancel the Customer's order in the following circumstances:
 - (a) if the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally;
 - (b) if the Customer is a corporation and a liquidator is appointed; or
 - (c) subject to complying with the Ipso Facto Amendments, if the Customer is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has an administrator, receiver or manager or similar functionary appointed in respect of its assets
- 13.3. No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Supplier once the order has been accepted.
- 13.4. If the Supplier accepts a cancellation by the Customer, then the Customer is liable to reimburse the Supplier for all of the Supplier's costs and expenses incurred in respect of the Agreement up to the date of cancellation.

14. Shortages and Exchanges

- 14.1. Subject to clause 14.2 and 14.4, the Supplier will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Supplier with full details and description within 25 business days of delivery otherwise the Customer is deemed to have accepted the goods.
- 14.2. When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Supplier, the Supplier may, at its option, replace the goods, or refund the price of the goods.

- 14.3. Subject to clause 14.4, the Supplier will not under any circumstances accept goods for return that:
 - (a) have been specifically produced, imported or acquired to fulfil the Agreement;
 - (b) are discontinued goods or no longer stocked by the Supplier;
 - (c) have been altered in any way;
 - (d) have been used; or
 - (e) are not in their original condition and packaging.

14.4. If the Customer is a consumer, nothing in this clause 14 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

15. Restocking

- 15.1. The Customer acknowledges that it is responsible for and will incur a 15% administrative fee (calculated on the value of the goods specified in the invoice) for any goods returned by the Customer including but not limited to goods returned due to incorrect ordering or project changes, provided such reasons for the return are not directly a result of an error caused by the Supplier.

16. Force Majeure

- 16.1. The Supplier is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war. If an event of force majeure occurs, the Supplier may suspend or terminate the Agreement by written notice to the Customer.

17. Miscellaneous

- 17.1. The law of Victoria from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 17.2. The Supplier's failure to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights.
- 17.3. If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the Terms, without affecting the enforceability of the remaining terms.
- 17.4. A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
- 17.5. The Customer must comply with the Australian Privacy Principles in connection with any personal information supplied to it in connection with this Agreement.
- 17.6. The Customer agrees any change affecting the business address, legal entity, structure, beneficial ownership or management control of the Customer will be notified to the Supplier within 14 days of the change becoming effective.

ALUMINIUM INDUSTRIES OF AUSTRALIA

PART 3: DEED OF GUARANTEE AND INDEMNITY

TO: ALUMINIUM INDUSTRIES OF AUSTRALIA (ACN 072 558 500) (**Supplier**)

CUSTOMER:

GUARANTOR ONE:

GUARANTOR TWO:

GUARANTOR THREE:

RECITALS

- (a) The Customer has requested the Supplier to provide goods to the Customer on credit.
- (b) The Supplier has agreed to do so upon the execution of this Deed by the Guarantor/s.

The Guarantor hereby:

1. acknowledges that where there is more than one Guarantor executing this guarantee and indemnity, the obligations of all Guarantors hereunder shall be joint and several, and all words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require.
2. agrees to guarantee to the Supplier the due and punctual payment of all money presently owing and any money that may become owing by the Customer, in respect of the cost of goods or services supplied by the Supplier to the Customer and any other sums payable by the Customer to the Supplier pursuant to the Supplier's Terms and Conditions of Trade (**guaranteed money**);
3. agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified the Supplier from and against all losses, costs, charges and expenses whatsoever (including all legal costs) that the Supplier may suffer or incur in relation to the supply of goods or services to the Customer;
4. covenants, acknowledges and agrees as follows:
 - (c) the guarantee given in clause 1 is a continuing guarantee, the indemnity given in clause 2 is a continuing indemnity and neither this Deed nor the guarantee nor the indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to the Supplier other than the full payment to and acceptance by the Supplier of the whole of the guaranteed money;
 - (d) notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and the Supplier, the Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money;
 - (e) this Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by the Supplier of Australia notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by the Supplier to the Customer;
 - (iii) the death or bankruptcy or winding up of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer;
5. acknowledges that a payment by the Customer to the Supplier will not be taken as discharging any amounts the Customer owes the Supplier to the extent that any part of the payment is claimed later to be void or voidable or a preference for any reason.
6. acknowledges that, to cover the Guarantor's potential liability under this guarantee and indemnity, the Supplier is entitled to retain any security interest held by the Supplier from the Guarantor for seven months after all the amounts payable by the Customer pursuant to the Supplier's Terms and Conditions of Trade have been paid in full, or for such period after that as the Supplier believes is necessary for the Supplier to be reasonably sure that the Guarantor is not likely to have any liability under clause 4.
7. charges in favour of the Supplier all of its estate and interest in any real property that the Guarantor owns at present and in the future with the amount of the Customer's indebtedness hereunder until discharged.
8. appoints as its duly constituted attorney the Supplier from time to time to, in the Guarantor's

name, 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, irrespective of whether the Customer is in default of its obligations under the Terms and Conditions of Trade.

9. acknowledges having given its consent to the Supplier to:
- (a) disclose credit information about the Guarantor to a credit reporting body; and
 - (b) obtain credit eligibility information about the Guarantor from a credit reporting body; and
 - (c) use credit eligibility information about the Guarantor; and

(d) disclose credit eligibility information about the Guarantor,

for the purposes of the Supplier:

- (e) assessing whether to accept the Guarantor as a guarantor for credit that has been provided to or may be applied for by the Customer; and
 - (f) collecting overdue payments; and
 - (g) reporting on payment defaults and personal bankruptcy and insolvency issues;
10. the term "the Supplier" includes Aluminium Industries of Australia's successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators, and successors.

GUARANTOR ONE

SIGNED SEALED AND DELIVERED by [GUARANTOR ONE] in the presence of:	
.....	Signature of [GUARANTOR ONE]
Signature of Witness	
.....	
Name of Witness	

GUARANTOR TWO

SIGNED SEALED AND DELIVERED by [GUARANTOR TWO] in the presence of:	
.....	Signature of [GUARANTOR TWO]
Signature of Witness	
.....	
Name of Witness	

GUARANTOR THREE

SIGNED SEALED AND DELIVERED by [GUARANTOR THREE] in the presence of:	
.....	Signature of [GUARANTOR THREE]
Signature of Witness	
.....	
Name of Witness	