

ARCHICLAD

BUILDING PRODUCTS

COMPLETING AND SUBMITTING THIS APPLICATION

Dear Applicant

- 1) Thank you for applying for credit facilities with Archiclad..
- 2) For your application to be processed, it is necessary for the applicant to complete and sign all parts of this document including:
 - The Credit Account Application
 - Deed of Guarantee and Indemnity Agreement.
 - Real Property Declaration
- 3) The original application document (completed, signed and witnessed) must be returned to Archiclad. by mail or in person before your account can be opened.
- 4) Proof of identify of all persons signing these documents must be provided before this application can be processed. This may be a driver licence or passport. Photo ID and signature must be on the document provided.
- 5) All parties must sign in the presence of a witness and provide photo ID in the form of a driving licence.
Options for witnessing:
 - You may organise a time:
 - i. with a Archiclad. sales representative to attend your office to witness your signature on the application
 - ii. or attend the Archiclad. office and have a member of the Archiclad. team sign as your witness
 - You may ask a Justice of the Peace to witness your signature and date and stamp it.
- 6) Any secondary guarantors must be witnessed by Archiclad.
- 7) Do not use correction tape on this application
- 8) Do not use electronic signatures

To avoid any delays in processing your application and approving credit please check that all sections are completed by reviewing the document against this checklist.

Completion of Application Checklist	PAGE	CHECKED (tick)	VERIFIED by ARCHICLAD. (Office use)
Copy of each Director's, Spouse/Partner's, Guarantor's and Witness' driver licences (or passport with signature and photo ID) attached (Both sides of licences are required)	3		
Applicant details section complete	1		
Trade references with contact details	3		
Details of Directors, Sole Trader and Business Partners Details <i>If more than 4 people, please print another page and attach to the application</i>	2		
Spouses/Partners of Directors, Sole Traders and Business Partners <i>If more than 4 people, please print another page and attach to the application</i>	3		
Previous trading history & history of insolvency	3		
Anticipated amount of credit required per month	2		
Terms & Conditions completed by ALL Directors, Sole Trader and Business Partners: Signed <ul style="list-style-type: none"> • Full name printed • Dated • Witnessed <i>If more than 4 Directors please print another page and attach to the application</i>	4		
Deed of Guarantee and Indemnity Agreement completed by ALL Directors and other property title holders <ul style="list-style-type: none"> • Signed • Full name printed • Dated • Witnessed <i>If more than 4 Guarantors please print another page and attach to the application</i>	9		

ARCHICLAD

BUILDING PRODUCTS

Archiclad – Thomastown:

52 Keon Parade
Thomastown VIC 3074
Phone: (03) 9460 2233 Fax: (03) 9460 2199
Email: accounts@archiclad.com.au

Archiclad – Lynbrook:

5 Chapel Street
Lynbrook VIC 3975
Phone: (03) 9799 8111 Fax: (03) 9799 8644
Email: accounts@archiclad.com.au

CONFIDENTIAL CREDIT APPLICATION FORM

Completing and Submitting this Document

For your application to be processed, ensure you have completed and signed both parts of this document:

Confidential Credit Application Form and the **Personal Guarantee and Indemnity Agreement**.

Return this document (completed, signed and witnessed) to

**Archiclad – Thomastown: 52 Keon Parade
Thomastown VIC 3074
Phone: (03) 9460 2233 Fax: (03) 9460 2199
Email: accounts@archiclad.com.au**

**Archiclad – Lynbrook: 5 Chapel Street
Lynbrook VIC 3975
Phone: (03) 9799 8111 Fax: (03) 9799 8644
Email: accounts@archiclad.com.au**

**Return this document (fully completed, signed and witnessed) to Archiclad Pty Limited
ABN 82 100 917 191 at 52 Keon Parade, Thomastown VIC 3074 or Archiclad Building
Products Pty
Limited ABN 90 143 831 038 at 5 Chapel Street, Lynbrook VIC 3975.**

CONFIDENTIAL - CREDIT APPLICATION

Completing and Submitting this Document

Thank you for applying for credit facilities with Archiclad Pty Limited ABN 82 100 917 191 Archiclad Building Products Pty Limited ABN 90 143 831 038. For your application to be processed, it is necessary to complete and sign both parts of this document: the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.
Return this document (completed, signed and witnessed) to Archiclad Pty Limited ABN 82 100 917 191 Archiclad Building Products Pty Limited ABN 90 143 831 038

Application Date: _____

Sales Representative: _____
Branch: _____ Phone No.: _____

Section 1 – All Applicants *Complete this Section.*

Enter all details relevant to your Business.

Business Operates as ☐ Pty Ltd/Ltd Company ☐ Trustee ☐ Sole Trader ☐ Partnership

Business/Company Name _____ ABN _____

Trading Name _____

Trust Name _____

Postal Address _____

Business/Street Address _____

Ph. Business _____ After Hours _____ Mobile _____

Fax _____ Email _____

Year Business Commenced _____ Nature of Business _____

Bank Name _____ BSB No _____ Account No _____

Contracting/Building Licence No _____

Credit Amounts Required *Enter an estimated total amount required:* _____

Section 2 – Companies, Sole Trader and Business Partnerships

Enter all details for directors, Sole Traders and Business Partners.

(1) Full Name _____

DOB _____ Drivers Licence No _____

Residential Address _____

_____ Postcode _____

Residence: ☐ Owned ☐ Rented

(2) Full Name _____

DOB _____ Drivers Licence No _____

Residential Address _____

_____ Postcode _____

Residence: ☐ Owned ☐ Rented

(1) Full Name _____

DOB _____ Drivers Licence No _____

Residential Address _____

_____ Postcode _____

Residence: ☐ Owned ☐ Rented

(2) Full Name _____

DOB _____ Drivers Licence No _____

Residential Address _____

_____ Postcode _____

Residence: ☐ Owned ☐ Rented

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

Section 3 – Spouses of Directors, Sole Traders and Business Partners.

Enter all details for Spouses of all Directors, sole Traders and Business Partners.

(1) Spouse Full Name _____	(2) Spouse Full Name _____
DOB _____ Drivers Licence No _____	DOB _____ Drivers Licence No _____
Residential Address _____	Residential Address _____
_____ Postcode _____	_____ Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
(1) Spouse Full Name _____	(2) Spouse Full Name _____
DOB _____ Drivers Licence No _____	DOB _____ Drivers Licence No _____
Residential Address _____	Residential Address _____
_____ Postcode _____	_____ Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented

Section 4 – All Applicants *Complete this Section.*

Enter Trade References - Major Suppliers.

NAME	LOCATION	PHONE NO
1.		
2.		
3.		

Section 5 – All Applicants *Complete this Section.*

History of Solvency

Has the Applicant or anyone associated with the Applicant been:

A. Bankrupt or used Part X of the Bankruptcy Act? YES/NO

B. Involved with the management or control of a business which has been wound up, had receivers appointed or entered into a scheme for the benefit of creditors? YES/NO

If yes, details:

Section 6 – All Applicants *Complete this Section.*

Financial Details

Are business premises owned or leased? Owned Leased

If owned, are premises subject to mortgage or charge?

Is there any other charge or mortgage on the business assets? YES/NO

If yes, please provide details:

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or your company? YES/NO

If yes, please provide details:

Do you currently trade with any Plasterboard Centres? YES/NO

If yes, which one(s):

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CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

CREDIT ACCOUNT TERMS AND CONDITIONS

PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM

The terms and conditions set out in this form will apply to credit extended by Archiclad Pty Limited ABN 82 100 917 191 (Hereinafter called the **Supplier**) and any of its related bodies corporate (as defined by the *Corporations Act 2001*) or assigns, and your signed application will be evidence of your agreement to that effect.

"**Supplier**" means Archiclad Pty Limited or any of its related bodies corporate (as defined by the *Corporations Act 2001*) or assigns from whom Goods are purchased.

"**Customer**" means the party making this application for credit and/or the entity that has contracted with the Supplier to buy Goods and/or Services and includes the applicant as stated in Sections 1 and 2 (as the case may be) of this application for credit.

"**Goods**" means any goods and/or services supplied by the Supplier to the Customer (or ordered by the Customer but not yet supplied).

"**Services**" means any services supplied by the Supplier to the Customer (or ordered by the Customer but not yet supplied).

1. TERMS OF ACCOUNT

- a) Trading terms are strictly 30 days, unless otherwise stated in writing by the Supplier, and payment is to be received by the Supplier, within 30 days or otherwise agreed, following the month/date of invoicing/billing.
- b) The credit allowed under this application is limited to the higher of the amount advised by the supplier or the amount of credit extended
- c) The Customer agrees to pay any stamp duty assessed on this document, where applicable.
- d) The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.
- e) Archiclad Pty Limited ABN 82 100 917 191 reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not. Upon cancellation with or without notice, all liabilities incurred by the Applicant become immediately due and payable to Archiclad Pty Limited ABN 82 100 917 191. If you fail to observe any of the above terms, or you have made a misrepresentation to the Supplier or given information which is untrue, credit facilities may be withdrawn, and all charges made to your account will become due immediately.
- f) The Supplier is not obliged to sell on credit terms and reserves the right to require cash on delivery before the Goods and/or Services are provided.
- g) The Customer expressly warrants and acknowledges that any credit provided to the Customer by the Supplier is to be used for wholly (or predominantly) business purposes.
- h) The Customer acknowledges that these terms take precedence over any terms and conditions contained in any document provided by the Customer.
- i) Any orders received by the Supplier from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of these terms.

2. OVERDUE ACCOUNTS/SECURITY AND CHARGES

- a) Any amount not paid by the due date will, at the discretion of the Supplier, be subject to interest charged at 1.5% per month calculated on a daily basis on any monies due but unpaid. Such interest will be calculated from the due date of payment. The parties agree that this amount is a genuine pre-estimate of the Supplier's damages and is not a penalty.
- b) The Customer agrees that in the event it breaches any of these terms, it shall pay all the Supplier's reasonable costs, legal costs (on a full indemnity basis) and any expenses incurred by the Supplier which the Supplier incurs or is liable to pay (including contingently liable to pay), in connection with the enforcement of any and all rights and/or preservation of any and all rights contained in this agreement. The Customer acknowledges that collection agents' costs may be calculated on a commission basis at a percentage rate of up to 20% of the overdue debt and interest and be contingent upon payment of the Customer's overdue debt (or any portion thereof), irrespective of the amount of work performed by the collection agent before the payment is made. The Customer agrees that it will pay any such commission or fees as liquidated damages on demand when making any payment of the overdue debt or part thereof.
- c) The Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application hereby charges in favour of the Supplier all of their estate and interest in any real property (whether held in their own right or in the capacity as trustee) that they now have, or which they may later acquire any such interest in, with payment of all moneys owed by the Customer to the Supplier now and in the future and hereby consents to the Supplier lodging a caveat or caveats which note the Supplier's interest. Such registration of a caveat by the Supplier shall not be challenged by the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application in any way whatsoever, and they otherwise agree not to take any steps in filing a "Lapsing Notice" (or similar document) via the relevant land registry to have the caveat removed, until such time that the Customer has paid all monies owing by it to the Supplier, as claimed to be owing by the Supplier from time-to-time.
- d) The Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application also charge all of their present and after-acquired personal property with payment of all moneys owed by the Customer to the Supplier now and in the future.
- e) Where the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application have previously granted a charge, mortgage and/or other security interest to the Supplier in any previous agreement, that charge, mortgage and/or security interest will continue, and shall be in addition to and separate from the charges and security interests created in this agreement, and shall secure all indebtedness and obligations of the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application under this Agreement.

3. TITLE OF GOODS AND PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

- a) Whilst risk in the Goods passes on delivery, legal and beneficial title in the Goods shall remain with the Supplier until it has received payment in full for all monies owed by the Customer.
- b) Until the Supplier has received payment in full for all monies owed by the Customer, the Supplier reserves the following rights:
 - i. legal and beneficial ownership of the Goods;
 - ii. the right to enter the Customer's premises (as the Customer's invitee) to retake possession of the Goods;
 - iii. the right to keep or resell any Goods repossessed under sub-clause 3.b) ii; and
 - iv. any other rights it may have at law or under the PPSA.
- c) Where, pursuant to sub-clause 3.b) iii:
 - i. the Supplier resells the Goods repossessed, it is agreed that the Supplier shall credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or
 - ii. the Supplier retains possession of the repossessed Goods, it is agreed that the Supplier shall credit the Customer's account with the invoice value less such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
- d) The Supplier shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of any action taken to repossess the Goods (unless the action taken to repossess the Goods was grossly negligent or constituted wilful misconduct).
- e) If the Goods are mixed (or commingled) with other property so as to be part of or a constituent of any new product, title to these products shall be deemed to be assigned to the Supplier as security for the full satisfaction by the Customer of the full amount owing between the Supplier and the Customer.
- f) Until the Supplier receives payment for Goods in full, the Customer acknowledges that the Supplier has a Purchase Money Security Interest (PMSI) which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to the Supplier.

General

- g) Upon assenting to these terms, the Customer acknowledges and agrees that these terms constitute a Security Agreement for the purposes of the PPSA.
- h) The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which the Supplier asks and considers reasonably necessary for the purposes of:
 - i. ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;
 - ii. enabling the Supplier to apply for any registration, or give any notification, in connection with the Security Interest created under this Agreement so that the PMSI and/or Security Interest has the priority required by the Supplier.
- i) To the extent permitted by law, the Customer irrevocably waives its right to:
 - i. receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
 - ii. redeem the Goods under section 142 of the PPSA;
 - iii. reinstate this Agreement under section 143 of the PPSA;
 - iv. receive a Verification Statement.
- j) Nothing in clause 3 prevents the Supplier from taking collection or legal action against the Customer to recover any monies owed from time to time.

4. DELIVERIES AND RETURNS

- a) Subject to clause 4.e), risk in any Goods shall be deemed to pass to the Customer at the time when the Goods have been either (a) delivered to the Customer or (b) delivered to the delivery address nominated by the Customer.
- b) For the purpose of clause 4.a), the Customer agrees and acknowledges that in the event that there is no representative of the Customer present to receive the Goods between the hours of 8:30am and 5:30pm local time (Office Hours), it is entirely responsible for any loss, expenses, damages and liabilities occasioned as a result. Under no circumstances shall the Supplier be liable for losses, damages, expenses or liabilities occasioned by the delivery of Goods being made to the delivery address when a representative of the Customer is absent when Goods are delivered to the nominated delivery address.
- c) The Customer expressly acknowledges and agrees that any delivery date given by the Supplier as the delivery date for Goods is an estimate only and not a constitute contractual term or legally binding representation, since the Supplier is reliant upon third parties to supply Goods by any nominated delivery date. Accordingly, the Supplier shall not be liable for any loss or damage (howsoever arising) to the Customer or any third party if the Goods are not delivered by a nominated delivery date.
- d) The cost of freight and insurance to the point of the delivery address shall be at the Customer's expense and shall form part of the price payable for any Goods.
- e) Where the Customer arranges freight to its nominated location, risk in any goods shall pass when its nominated agent/carrier collects the Goods from the Supplier.
- f) The Customer is responsible for unloading the Goods at the point of delivery.
- g) The Supplier may charge a reasonable storage fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery of the Goods.

5. DISPUTES/RETURNS & CANCELLATION OF ORDERS

- a) The Customer must, within 7 days of the relevant Goods being provided, raise any issue associated with incomplete, damaged, incorrect or substandard quality and/or late supply (**Complaint**). The Customer acknowledges this 7-day timeframe ensures the Supplier can make contemporaneous enquiries and investigations about the issue and its causes.
- b) In the event a Complaint is made, the Customer must, upon request of the Supplier, allow the Supplier's nominated representative to attend the premises where the Goods are located or, in the case of Services involving workmanship, where the workmanship was done, in order to inspect the Goods and/or the workmanship (as the case may be).
- c) If the Customer fails to give notice of any claim within the 7 day period specified in clause 5.a) and/or fails to allow the Supplier to inspect the Goods and/or workmanship in accordance with clause 5.a), then, to the extent permitted by law, the Goods and/or Services (if involving workmanship) are deemed to be accepted by the Customer.
- d) Subject to clause 5.e), orders placed with the Supplier cannot be cancelled by the Customer and Goods cannot be returned without the written approval of the Supplier. In the event that the Supplier accepts the cancellation of any order placed or the return of any Goods, it is agreed that the Supplier shall credit the Customer's account with the invoice value less such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs (including restocking costs).
- e) Where the Customer orders any Goods from the Supplier that the Supplier does not have in stock, such that the Supplier is required to order the Goods from a third party (known as a "Special Buy-In"), the order is non-cancellable by the Customer, unless the third party itself is prepared to credit the Supplier for the cancelled Special Buy-In in which case the Supplier shall credit the Customer's account with the invoice value (as rendered to the Customer) less such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

6. LIMITATION OF LIABILITY & INDEMNITY

- a) All implied conditions, warranties and undertakings other than the statutory guarantees set out in Schedule 2 of the *Competition and Consumer Act 2010* ("CCA") are expressly excluded to the extent permitted by law.
- b) Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then the Supplier's liability is limited, at its option, to anyone or more of the following:
 - i. repairing the Goods
 - ii. the costs of repairing the Goods;
 - iii. the replacement or supply of the equivalent of the Goods; or
 - iv. the payment of the costs of replacing the Goods or acquiring their equivalent.
- c) Where the Services are of a kind other than Services ordinarily acquired for personal, domestic or household use, then the Supplier's liability is limited at its option to:
 - i. supplying the Services again; or
 - ii. the payment of the costs of supplying the Services again.
- d) Subject to the Customer's rights under Schedule 2 of the CCA:
 - iii. the Supplier shall not be liable for any loss or damage of any kind whatsoever, arising from the Goods and/or Services, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Goods and/or Services; and
 - iv. the Customer shall indemnify the Supplier against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Supplier or otherwise, brought by any person in connection with any matter, act, omission, or error by the Supplier, its agents or employees in connection with the Goods and/or Services.

7. PRIVACY DISCLOSURE AND CONSENT

- a) The Supplier collects personal information about the Customer (if a Company, sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy. A hardcopy of these policies can be provided to the Customer free of charge, upon request.
 - i. The Privacy Policy sets out: the personal information that the Supplier collects; how the Supplier collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of Supplier's management of the information;
 - ii. The Credit Reporting Policy sets out: the types of credit related personal information the Supplier collects; how it is collected, why it is collected; how the Supplier may use and disclose the credit-related personal information, including the credit reporting bodies to which Supplier is likely to disclose the Customer's credit related personal information to; and how a complaint may be made in respect of the Supplier's management of the credit related personal information.
- b) By the Customer completing the Application for Commercial Credit or providing orders to the Supplier for the supply of Goods and/or Services, the Customer is consenting to the Supplier, its authorised agent or legal representative collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit-related personal information) in accordance with the terms of the Supplier's Privacy Policy, its Credit Reporting Policy and in accordance with Australia's privacy laws.
- c) Verify identity information with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity.

8. MISCELLANEOUS

- a) This agreement constitutes the entire agreement between the parties relating to its subject matter. All previous negotiations, representations and understandings are merged into this agreement. No oral representation or information provided by the Supplier constitutes a legally binding representation, contractual term or collateral agreement.
- b) Failure by the Supplier to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this agreement.
- c) If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- d) Any variation to the terms must be agreed to in writing to have any legal effect.
- e) If an order is placed as an agent of a principal (whether disclosed or undisclosed) both the agent and the principal shall be joint and severally liable to pay for the Goods and/or Services and the relevant contracts shall be governed by these terms.
- f) This agreement shall be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria.

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

CREDIT ACCOUNT TERMS AND CONDITIONS (CONT'D)

PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM

APPLICANT SIGNATURE/S

Application is hereby made for a credit account. I agree to be bound by the above terms, and consent to the terms under the *Privacy Act 1988*, as detailed in Clause 5 of the terms and conditions above. I acknowledge that the Supplier might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I agree that the above terms will apply to the purchase of those Goods.

ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

(1) SIGNED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

(2) SIGNED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

(3) SIGNED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

INDEPENDENT WITNESS SIGN BELOW (Not Spouses or Family Members)

(1) WITNESSED BY

Signature _____

Print Name of Signatory _____

Date / / .

(2) WITNESSED BY

Signature _____

Print Name of Signatory _____

Date / / .

(3) WITNESSED BY

Signature _____

Print Name of Signatory _____

Date / / .

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PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

Important Note

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement** must be completed and signed by all Directors, Sole traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

To: Archiclad Pty Limited and to each related body corporate of Archiclad Pty Limited ABN 82 100 917 191 Archiclad Building Products Pty Limited ABN 90 143 831 038 or its assigns here known as the **"Supplier"**.

I the undersigned have requested the Supplier to

supply _____
("the **Customer**")

trading as _____

Business or Company Name

Trading Name and/or Trust Name

of

Address of Business or Company

with Goods on credit. Should the Supplier elect to do so then, I/WE hereby acknowledge and agree:

1. I/We have received, read and understood the terms and conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those terms and conditions
2. to personally guarantee to the Supplier the due and punctual payment by the Customer of any and all moneys at any time owing and payable by the Customer to the Supplier;
3. that this is a continuing guarantee and indemnity;
4. to indemnify the Supplier against any and all losses, expenses, costs and damages arising from any past, present or future dealing with the Customer;
5. that where there is more than one guarantor, the liability under this guarantee and indemnity is joint and several;
6. that this guarantee and indemnity remains in full force and effect until such time as the Supplier provides us with a full written release and notwithstanding the fact that any of us may later cease to be a director, shareholder or officer of the Customer;
7. that our liability under this guarantee and indemnity shall not be avoided, limited, reduced, discharged, released or affected by:
 - 7.1. any variation or alteration to the terms of any agreement with the Customer;
 - 7.2. the Supplier having taken, or taking in the future, any security from the Customer or any other person;
 - 7.3. the Supplier granting to the Customer, or to any of us, any waiver or indulgence, whether as to time or otherwise;
 - 7.4. any credit granted to the Customer being in excess of any credit limit set by the Company for the Customer;
 - 7.5. any act, matter or thing which under the law relating to sureties would or might, but for this provision, release us from any part of our obligations contained within this guarantee and indemnity;
8. that this guarantee and indemnity becomes binding on those of us that sign this guarantee and indemnity irrespective of whether or not all intended signatories execute this guarantee and indemnity;
9. that the Supplier is entitled to enforce this guarantee and indemnity without having first taken steps to recover against the Customer;
10. that, if the Supplier forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that the Supplier is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, the Supplier's rights are reinstated in relation to the debt that the Supplier applied the payment to (as if the payment had never been made) and I/we shall be liable to pay the Supplier the amount it disgorges to the Liquidator;
11. to further indemnify the Supplier against any and all losses and legal costs (on a full indemnity basis) that the Supplier incurs as a result of disgorging monies to a liquidator appointed to the Customer;
12. to hereby jointly and severally charge, in the Supplier's favour, all our estate and interest in any real property and any personal property, in which we now have any legal or beneficial interest or in which we later acquire any such interest in, with payment of all monies owed from time to time by the Customer or any of us and consent to the Supplier lodging a caveat(s) which note the Supplier's interest in any of our real property;
13. to sign in both our personal capacity and as trustee of every trust of which I/we are trustee and/or a beneficiary;
14. to be liable for all the Suppliers collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce the Supplier's rights under this guarantee and indemnity; and
15. that this guarantee and indemnity shall be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria.
16. The Supplier will verify identity information with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity

GENERAL:

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this guarantee and indemnity shall not affect the validity or enforceability of the remaining provisions.

CONFIDENTIAL

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (continued)

CERTIFICATE OF GUARANTEE

EXECUTED AS A DEED

Agreement to Terms of the Personal Guarantee and Indemnity

By signing below as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the *Privacy Act 1988*, as detailed in Clause 5 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

Signing of Personal Guarantee and Indemnity—All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole traders and Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

ALL GUARANTORS SIGN BELOW

INDEPENDENT WITNESS SIGN BELOW
(Not Spouses or Family Members)

1) SIGNED BY

(1) WITNESSED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

Signature _____

Print Name of Signatory _____

Address _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

(2) SIGNED BY

(2) WITNESSED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

Signature _____

Print Name of Signatory _____

Address _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

(3) SIGNED BY

(3) WITNESSED BY

Signature _____

Print Name of Signatory _____

Mobile Telephone Number _____

Date / / .

Signature _____

Print Name of Signatory _____

Address _____

Date / / .

I Agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity(Please tick box) ☐

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.


Customer Contact Details

(Strictly Confidential for office use only)

Date:

Business Name:
DIRECTORS

Full Name

Date of Birth

Mobile Ph no

Address

Email Address

Full Name

Date of Birth

Mobile Ph no

Address

Email Address

Key Personell

Accounts,

Name , Ph, email

Purchasing/Ordering

Name , Ph, email

Site Contact/ receive deliveries

Name , Ph, email

Additional contact:

email Invoices to:

email Statements to:

email Quotes to

compny order number must be provide on sales orders? Circle Y N

AFL Team, if supported,

Additional notes:

please advise if any addition info or security process pertaining to the use of your credit account is required