CONFIDENTIAL

Application for Credit
Terms and Conditions of Trade
Personal Guarantee & Indemnity
Privacy Act Consent

PURSEHOUSE RURAL PTY LTD
Trading as

WHOLESALE LOGISTIX
ABN 75 081 573 140

Registered Office:
Cnr Lennox & Loder Streets
PO Box 140
QUIRINDI NSW 2343

How to Complete these Forms

1. **Please read all documents carefully**

Part 1: Credit Application
Part 2: Terms and Conditions of Trade
Part 3: Personal Guarantee & Indemnity
Part 4: Privacy Act Consent Form

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

2. **Part 1. Credit Application**

- Complete all of sections 1, 2, 6, 7 and 8
- If you are applying for yourself or as a sole trader, complete section 3
- If you are applying as a partnership, complete section 4
- If you are applying for your company, or as a corporate trustee, complete section 4
- If you are applying as a trustee (corporate or individual), complete section 5
- Read section 9 carefully
- Sign in the appropriate shaded box in section 10
  - 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 individual trustee, all individual trustees must sign
  - 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*

3. **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** must sign
- If you are applying as a trustee, all trustees must sign
- For more than 2 Guarantors, additional Guarantors must sign a copy of the form
- Each signature must be witnessed by an independent adult witness

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 to Seller as well as Seller's 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 enquiries about the credit worthiness, financial position and honesty of the Applicant.*

4. **Part 4. Privacy Act Consent Forms**

- If you are a sole trader you must sign this form
- If you are a partnership, all partners must sign this form
- If you are applying for your company, all directors must sign
- If you are applying as individual trustees, all individual trustees must sign
- If you are applying for a company trustee, all directors must sign

5. **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 our Head Office on 02 6741 2555.

WHOLESALE LOGISTIX
PART 1: CREDIT APPLICATION

1. THE APPLICANT

Applicant Name: _____

Trading Name *(if different from applicant)*:
_____

ABN: _____ Date business commenced: _____

Principal business address: _____

_____

Delivery Address): _____
(if different from Principal business address) _____

Contact Name: _____ Position: _____

Tel: _____ Fax: _____ Mobile: _____

Email:
_____

Additional Contact: _____ Mobile: _____
(eg. Manager)

Industry or areas of interest for which you would like to receive information:
Tick appropriate

- ☐ Winter Cropping
- ☐ Summer Cropping
- ☐ Produce
- ☐ Pet Care
- ☐ Animal Health
- ☐ Fencing
- ☐ Spraying & Equipment
- ☐ General Merchandise

2. OPERATING STRUCTURE

Tick appropriate

☐ Sole Trader	Complete section 3	☐ Individual(s) as Trustee	Complete section 5
☐ Partnership	Complete section 4	☐ Corporation as Trustee	Complete sections 4 & 5
☐ Pty. Ltd.	Complete section 4	☐ Public Co.	Complete section 4

If an individual / sole trader, please complete section 3

3. INDIVIDUAL / SOLE TRADER DETAILS

Full Name: _____ Date of Birth: _____

Drivers Licence Number: _____ ☐ Copy of Drivers Licence Attached
If a company or partnership, please complete section 4

4. DIRECTOR, 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 3 please attach details

If a trustee, please complete section 5

5. TRUST DETAILS

Name of Trustee(s) (or Trustee Company):

_____

If Company, then Trustee Company ACN:

_____

Type of trust: ☐ Family/Discretionary ☐ Unit ☐ Other (*Details* _____)

tick appropriate

If a unit trust, please provide details of all unitholders

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

If more than 3 please attach details

6. APPLICANT'S FINANCIAL DETAILS

Estimated Monthly purchases $_____ Credit Limit requested: $_____

Bank: _____ Branch: _____

Contact: _____ Tel: _____

Business Premises: ☐ Owned ☐ Leased

If leased, from whom: _____

7. BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

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

Have any been involved in business that have failed or been liquidated: ☐ Yes ☐ No

If yes, details: _____

Names of related or subsidiary companies or partnerships: _____

_____

8. TRADE/BUSINESS REFERENCES

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

1. Name: _____ Address: _____

Contact: _____ Tel:_____ Fax:_____

2. Name: _____ Address: _____

Contact: _____ Tel:_____ Fax:_____

3. Name: _____ Address: _____

Contact: _____ Tel:_____ Fax:_____

9. TERMS OF CREDIT

Credit will not be provided until Rural Logistix ("Seller") accepts this application and has provided written confirmation to the Applicant.

If Seller 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 the 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 Seller

If company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person:_____ Position: _____

Signature: _____ Date: _____

If sole trader, partnership or individual(s) as trustee - all partners and individuals must sign
If company or corporate trustee – all directors must sign

Name: _____Signature: _____Date: _____

Name: _____Signature: _____Date: _____

Name: _____Signature: _____Date: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page

WHOLESALE LOGISTIX

PART 2: TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms:

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

"**Agreement**" means any agreement for the provision of goods or services by the Seller to the Buyer;

"**Buyer**" means the person, jointly and severally if more than one, acquiring goods or services from the Seller;

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

"**goods**" means goods supplied by the Seller to the Buyer;

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

"**Intellectual Property**" means all copyright, patents, trade marks, designs, names, formulae, Specifications, confidential information and all modifications, improvements and enhancements (whether registrable or not) owned by or licensed to the Seller in respect of the goods or services;

"**PPSA**" means the *Personal Property Securities Act* 2009 (Cth) as amended;

"**Seller**" means Pursehouse Rural Pty Ltd (ABN 75 081 573 140) and each of its subsidiaries, divisions, affiliates, associated companies and related entities including the registered trading names of *Pursehouse* and *Rural Logistix*;

"**services**" means services supplied by the Seller to the Buyer;

"**Site**" means any site at which services are to be performed;

"**Specifications**" means all drawings, illustrations, descriptive matter and particulars contained in the Seller's catalogues, price lists and marketing documents; and

"**Terms**" means these Terms and Conditions of Trade.

2. Basis of Agreement

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

2.2 Any quotation provided by the Seller to the Buyer 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 Seller's quotation, which are not inconsistent with these Terms.

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

2.5 The Seller has absolute discretion to refuse to accept any offer.

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

2.7 The Seller may vary or amend these Terms by written notice to the Buyer at any time. Any variations or amendments will apply to orders placed after the notice date.

3. Pricing

3.1 Prices quoted for the supply of goods and services exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Buyer must pay any GST and any other taxes or duties imposed on the goods and services.

3.2 Prices for goods and services are set in accordance with the Seller's price list as amended from time to time.

3.3 If the Buyer requests any variation to the Agreement, the Seller may increase the price to account for the variation.

3.4 Where there is any change in the costs incurred by the Seller in relation to goods or services, the Seller may vary its price to take account of any such change, by notifying the Buyer.

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 of the invoice month end of the Seller's invoice.
- (b) The Seller 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 Seller's sole discretion immediately upon giving the Buyer written notice.

4.4 The time for payment is of the essence.

5. Payment Default

5.1 If the Buyer defaults in payment by the due date of any amount payable to the Seller, then all money which would become payable by the Buyer to the Seller at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Buyer, and the Seller may, without prejudice to any of its other accrued or contingent rights:
- (a) charge the Buyer interest on any sum due at the rate of 1.5% per month for the period from the due date until the date of payment in full;
- (b) charge the Buyer for, and the Buyer must indemnify the Seller 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 Buyer;
- (d) by written notice to the Buyer, terminate any uncompleted contract with the Buyer.

5.2 Clauses 5.1(c) and (d) may also be relied upon, at the Seller's option:
- (a) where the Buyer 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 Buyer 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 a liquidator, administrator, receiver, manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Buyer.

6. Passing of Property

6.1 Until the Seller receives full payment in cleared funds for all goods and services supplied by it to the Buyer, as well as all other amounts owing to the Seller by the Buyer:
- (a) title and property in all goods remains vested in the Seller and does not pass to the Buyer;
- (b) the Buyer must hold the goods as fiduciary bailee and agent for the Seller;
- (c) the Buyer must keep the goods separate from its own goods and maintain the Seller's labelling and packaging;
- (d) the Buyer must hold the proceeds of any sale of the goods on trust for the Seller in a separate account with a bank to whom the Buyer has not given security however failure to do so will not affect the Buyer's obligation to deal with the proceeds as trustee;
- (e) in addition to its rights under the PPSA, the Seller 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 Seller, and for this purpose the Buyer irrevocably licences the Seller to enter such premises and also indemnifies the Seller from and against all costs, claims, demands or actions by any party arising from such action.

6.2 The Seller will exercise its right of entry (including the use and extent of force) in accordance with applicable laws.

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 this 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 Seller has a Purchase Money Security Interest in all present and future goods supplied by the Seller to the Buyer 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 Buyer at any particular time;

(d) the Seller has, where applicable, an agricultural PMSI in relation to the goods supplied by the Seller to the Buyer; and

(e) the Buyer must do whatever is necessary in order to give a valid security interest over the goods and their proceeds which is able to be registered by the Seller 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 Seller's premises and not at any later time.

7.4 Where permitted by the PPSA, the Buyer 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 Seller and the Buyer 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 Buyer agrees that:

(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Buyer or which place obligations on the Seller will apply only to the extent that they are mandatory or the Seller agrees to their application in writing; and

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

7.7 The Buyer must immediately upon the Seller'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 Seller to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Seller may at any time require.

7.8 The Seller may allocate amounts received from the Buyer in any manner the Seller determines, including in any manner required to preserve any Purchase Money Security Interest or any Agricultural PMSI it has in goods supplied by the Seller.

8. Risk and Insurance

8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Buyer immediately on the goods being delivered to the Buyer or taken from the Seller's premises.

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

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

9. Warranties

9.1 Any warranties given by the Seller with respect to the goods are set out on the packaging in which the goods are supplied or in enclosures supplied with the goods.

10. Performance of Agreement

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

10.2 The Seller 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 Buyer or any third party for failure to meet any estimated date.

10.3 If the Seller cannot complete the services by any estimated date, it will do so within a reasonable time.

11. Delivery

11.1 Subject to clause 11.6, the Seller will arrange for the delivery of the goods to the Buyer.

11.2 Unless otherwise agreed, the Buyer 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 Buyer to the point of delivery.

11.3 The Seller may make part delivery of goods and services and may invoice the Buyer for the goods or services so delivered or completed.

11.4 The Buyer indemnifies the Seller against any loss or damage suffered by the Seller, its sub-contractors or employees as a result of delivery, except where the Buyer is a consumer and the Seller has not used due care and skill.

11.5 If delivery is attempted and is unable to be completed, the Buyer is deemed to have taken delivery of the goods. The Buyer is liable for storage charges payable monthly on demand.

11.6 If agreed that the Buyer will collect the goods:

(a) the Buyer must collect the goods within 7 days of being advised that they are ready;

(b) if the Buyer does not collect the goods within this time, the Buyer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

12. Site Requirements

12.1 The Buyer must provide suitable and practical means of access to the Site and ensure that the Site is suitably prepared for the provision of the Services.

12.2 The Buyer indemnifies the Seller against any loss or damage suffered by the Seller, its sub-contractors or employees as a result of providing the services, except where the Buyer is a consumer and the Seller has not used due care and skill.

12.3 Where the Seller provides the services at the Site, the Buyer warrants that it is the owner of the Site or is authorised to request the services be conducted at the Site, and that it has all of the required permissions, permits, approvals and authorisations for this to occur.

12.4 At no time does the Seller take or accept any ownership of or responsibility for the Site. All risk and liability in and relating to the Site remains with the Buyer at all times.

13. Liability

13.1 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.

13.2 If the Buyer is a consumer, nothing in these Terms restricts, limits or modifies the Buyer's rights or remedies against the Seller for failure of a statutory guarantee under the ACL.

13.3 If the Buyer on-supplies the goods to consumer:

(a) if 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 Seller's liability to the Buyer;

(b) if the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, then payment of any amount required under section 274 of the ACL is the absolute limit of the Seller's liability to the Buyer,

howsoever arising under or in connection with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Buyer or any third party.

13.4 If clause 13.2 or 13.3 does not apply, then other than as stated in the Terms or any written warranty statement, the Seller is not liable to the Buyer in any way howsoever arising under or in connection

with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Buyer or any third party.

13.5 The Seller is not liable for any indirect or consequential losses or expenses suffered by the Buyer 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.

13.6 The Buyer 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 Seller 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 Seller 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 its use.

13.7 Nothing in the Terms is to be interpreted as 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 so excluded, restricted or modified.

14. Cancellation

14.1 If the Seller is unable to deliver or provide the goods or services, then it may cancel the Buyer's order (even if it has been accepted) by written notice to the Buyer.

14.2 No purported cancellation or suspension of an order or any part of it by the Buyer is binding on the Seller once the order has been accepted.

15. Shortages and Exchanges

15.1 Subject to clause 15.2 and 15.4, the Seller will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Buyer notifies the Seller with full details and description within 10 days of delivery. Otherwise, the Buyer is deemed to have accepted the goods.

15.2 When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Seller, the Seller may, at its option, repair the goods, replace the goods, or refund the price of the goods.

15.3 Subject to clause 15.4, the Seller 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 Seller;

(c) have been altered in any way;

(d) have been used; or

(e) are not in their original condition and packaging.

15.4 If the Buyer is a consumer, nothing in this clause 15 limits any remedy available for a failure of the statutory guarantees in sections 56 and 57 of the ACL.

16. Specifications

16.1 All Specifications are indicative only may not be current nor accurate. The Buyer acknowledges that it has not relied on the Specifications in making its purchasing decision.

17. Intellectual Property

17.1 The Buyer acknowledges that it has no proprietary right or interest in the Intellectual Property.

17.2 The Buyer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof nor any patents, inventions, trade marks or designs derived from or similar to it, nor aid or abet anyone else in doing so.

17.3 The Buyer must not at any time create, sell, manufacture or process any products using or taking advantage of the Intellectual Property.

17.4 Any Intellectual Property provided to the Buyer by the Seller in connection with the goods or services remains the exclusive property of the Seller and must be returned to the Seller on demand. The Buyer must not copy nor communicate the Intellectual Property to any third party without the Seller's express prior written consent.

18. Force Majeure

18.1 The Seller 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 acts of war. If an event of force majeure occurs, the Seller may suspend or terminate the Agreement by written notice to the Buyer.

19. Miscellaneous

19.1 The law of New South Wales from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

19.2 The Seller's failure to enforce any of these Terms shall not be construed as a waiver of any of the Seller's rights.

19.3 If a clause is unenforceable it must be read down so as to be enforceable or, if it cannot be so read down, it must be severed from these Terms without affecting the enforceability of the remaining terms.

19.4 A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received upon confirmation of successful transmission.

If you are a sole trader or partnership, you do not need to sign this form.
If you are applying for your company, or as a trustee, all directors/trustees must sign.

WHOLESALE LOGISTIX

PART 3: DEED OF GUARANTEE AND INDEMNITY

TO: Pursehouse Rural Pty Ltd (ABN 75 081 573 140) trading as **WHOLESALE LOGISTIX** of Cnr Lennox & Loder Streets, Quirindi, NSW, 2343 ("Seller")
In consideration of Seller at the request of *applicant directors/trustee/guarantor name(s)*

(Name)_____ of (Address) _____

(Name)_____ of (Address) _____

as the Guarantor ("Guarantor") agreeing to

- supply or continue to supply goods or services to _____ (Buyer), or
- provide credit to the Buyer; or *applicant name as per part 1*
- grant an indulgence outside Seller's agreed credit terms,

The Guarantor hereby:

1. Agrees to guarantee to Seller the due and punctual payment of all money presently owing or any money that may be owing in the future by the Buyer, in respect of the cost of goods or services supplied by Seller to the Buyer and any other sums payable by the Buyer to Seller pursuant to Seller's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Seller from and against all losses, costs, charges and expenses whatsoever that Seller may suffer or incur in relation to the supply of goods or services to the Buyer and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
   (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Seller other than the payment to and acceptance by Seller of the whole of the guaranteed money.
   (b) Notwithstanding that as between the Guarantor and the Buyer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Seller, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
   (c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Seller notwithstanding:
      (i) that no steps or proceedings have been taken against the Buyer;
      (ii) any indulgence or extension of time granted by Seller to the Buyer;
      (iii) the death or bankruptcy or winding up of the Buyer;
      (iv) that payment of the guaranteed money by the Buyer cannot be legally enforced against the Buyer.
   (d) The Seller taking or failing to take, or enforcing or failing to enforce, or holding any other security for the Buyer's debt, or varying or surrendering any such security shall not exonerate or discharge the Guarantor or otherwise prejudice or affect the liability of the Guarantor;
   (e) The Guarantor will not compete with Seller for any dividend or distribution in the event of the Buyer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to Seller to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Seller assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Buyer.
5. The term "Seller" includes its successors and assigns and the terms "Buyer" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed

Dated :

Signed Sealed and Delivered)	Signed Sealed and Delivered)
By.....)	By.....)
in the presence of)	In the presence of)
.....	.....
Witness	Witness

All applicants and/or directors/trustees of the applicant must sign this form.

***PRIVACY ACT* 1988 (CTH)**

PART 4: BUYER AUTHORITY AND ACKNOWLEDGEMENT

TO: Pursehouse Rural Pty Ltd (ABN 75 081 573 140) trading as **WHOLESALE LOGISTIX** of Cnr Lennox & Loder Streets, Quirindi, NSW, 2343 ("Seller")

Credit information that may be provided to a credit reporting agency
Seller may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- to obtain a consumer credit report about me/us; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and drivers license number;
- information requests – a statement that the Seller has sought information about me from a credit reporting body in connection with my application for commercial credit;
- type of credit – the fact that I have applied for commercial credit and the amount;
- credit provider – the fact that the Seller is a current commercial credit provider to me;
- court proceedings information – information about any credit-related judgments made or given against me in court proceedings; and
- personal insolvency information – information about me that is entered on the National Personal Insolvency Index and which relates to my bankruptcy or personal insolvency and/or debt agreements made or proposed by me.

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Assessment of Commercial Credit Application
I/we agree that Seller may obtain a consumer credit report containing information about me/us from a credit reporting agency, and may conduct a search of the Personal Property Securities Register for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor
I/we agree that Seller may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Seller keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments
I/we agree that Seller may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information
I/we agree that Seller may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency*:*

- to assess an application by me/us for credit;
- to notify other credit providers of a default by me/us;
- to exchange information with other credit providers as to the status of my/our credit facility with Seller where I/we are in default with other credit providers; and
- to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

***Privacy Amendment (Private Sector) Act* 2000 (Cth)**
I/we understand that under the requirements of the *Privacy Amendment (Private Sector) Act* 2000 (Cth) as amended, Seller will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Seller.

Signing *to be signed by the Buyer or* ***all*** *Directors or Partners of the Buyer.*

Dated :		
.....	.....	.....
Sole Trader	Director/Partner	Director/Partner
	.. ..	.....
	Director/Partner	Director/Partner

OFFICE USE ONLY:

APPROVED: YES / NO AUTHORISED BY:_____ DATE:___/___/___ CREDIT LIMIT: $_____ C/NO:_____

Branch Manager Comments:_____

_____Signature:_____