

**Privacy Authority: Individuals and Guarantors**

By agreeing this application as a sole trader, partner, trustee, director or guarantor, I personally agree that the Supplier may to the extent permitted by law: (a) provide any items of my personal information described in s18E of the Privacy Act 1998 to a credit reporting agency; (b) obtain a consumer credit report about me from a credit reporting agency to assess my credit application or proposed guarantee to collect overdue payments; (c) give credit worthiness information about me to other credit providers to assess my credit request or application for credit or to notify defaults or the status of my credit. I am aware that I may request access to my personal information held by the Supplier.

Please see the attached Turbo Scaffolding Pty Ltd TERMS OF TRADE which form part of, and are intended to be read in conjunction with this Application For Commercial Credit.

**TERMS OF TRADE**

Please read carefully under mentioned terms of trade, as only these terms of trade except implied by law, unless varied in writing will be the expresses terms of trade.

- 1). In the event the Customer is in default of the agreed trading terms (payment to be made within 30days from the date of invoice), then Turbo Scaffolding Pty Ltd (as supplier) at its discretion may charge late payment interest of 2% per month.
- 2). Further in the event the Customer is in default of Clause 1, the supplier reserves the right to place the account out for collection. In this event the Customer indemnifies the supplier against all collection costs and legal fees.
- 3). The Customer further agrees that in the event the Customer is in breach of Clause 1, hereof, that the supplier reserves the right to stop supply, without prejudice to any other rights the supplier may have under this agreement, and the account placed on hold until the account is returned to the agreed trading terms, and the supplier agrees to recommence supply.
- 4). The Customer agrees that until the goods are paid in full ownership in the goods does not pass to the Customer and the goods will remain the property of the supplier.
- 5). The Customer further agrees that the Supplier is entitled to retake possession of the goods in the event the Customer is in default of the agreed trading terms.
- 6). The supplier reserves the right to amend the above trading terms, providing such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address as per this Commercial Credit Application, unless the Customer in writing conveys to the supplier the new address.
- 7). The Customer further acknowledges that any change in the status of the Customer in relation to this account must be in writing and further acknowledged and approved by return in writing by the supplier.

**8). Personal Properties Securities Act 2009**

**8.1.** The Customer hereby acknowledges that these Terms of Trade constitute a security agreement which creates a security interest in favor of the Supplier in all Goods previously supplied by the Supplier to the Customer (if any) and all after acquired Goods supplied by the Supplier to the Customer (or for the Customer's account) to secure the payment from time to time and at a time, including future advances. The Customer agrees to grant a "Purchase Money Security Interest" to the Supplier.

**8.2.** The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms of Trade) to the Supplier and all Goods previously supplied by the Supplier to the Customer (or for the Customer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

**8.3.** The Customer undertakes to:

**8.3.1.** sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");

**8.3.2.** not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Supplier;

**8.3.3.** give the Supplier not less than 14 days' written notice of any proposed change in the Customer's name and/or any other changes in the Customer's details (including but not limited to changes in the Customer's address, facsimile number, email address, trading name or business practice);

**8.3.4.** pay all costs incurred by the Supplier in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms of Trade including executing subordination agreements;

**8.3.5.** be responsible for the full costs incurred by the Supplier (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and

**8.3.6.** the Customer waives any rights it may have under sections 115 of the PPSA upon enforcement.

**8.4.** Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Supplier, the Customer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest

**8.5.** The Customer agrees that immediately on request by the Supplier the Customer will procure from any persons considered by the Supplier to be relevant to its security position such agreement and waivers as the Supplier may at any time require.

**9).** The Customer gives the Supplier a Security Interest in all of the Customer's present and after-acquired property in which Goods or materials supplied by the Supplier have been attached or incorporated.

**10).** Where the Supplier is entitled to retake possession of the goods, the customer hereby grants a licence to the Supplier to enter any place where the goods may be, for the purposes of taking inventory of and removing same. If the customer is unable to grant the Supplier and such licence, the customer shall upon being requested by the Supplier so to do, forthwith deliver to the Supplier such of the goods as the Supplier may demand at the nearest place accessible to the Supplier and convenient to it for removing same. The Customer shall reimburse the Supplier for all obtaining costs, charges and expenses (including legal on an indemnity basis) which the Supplier may incur in obtaining possession of all of any goods without prejudice to the Supplier's claim for goods not recovered. If the Supplier incurs any cost or liability for whatever reason as a result (whether direct or indirect) of taking possession as aforesaid, the Customer hereby indemnified the Supplier against any such liability or cost.

I/We warrant that the information provided is correct and that I/We are authorized to make this application on behalf of the Customer. Further, there are no court proceedings that may lead to winding up or bankruptcy of the Customer at the time of making this application, and the Customer has not been director of a liquidated company, or has not been declared a bankrupt or completed a Part 10 under Section 188 of the Bankruptcy Act.

This is to certify that I/We have read, comprehend and accept the above terms and conditions, and further without undue pressure or unfair tactic append my/our signature here unto. Further I/We acknowledge having received a copy of this said application.

**PERSONAL GUARANTEE**

**1).** That in return for consideration of Turbo Scaffolding Pty Ltd agreeing to supply the debtor account with goods for its business, at our request, the guarantor(s) are jointly and severally liable for the indebtedness of the debtor account that is owing now and for that which becomes due and owing from time to time.

**2).** That this guarantee shall be continuing guarantee and shall not be determined by the death of one or all guarantor(s) and its provisions shall operate notwithstanding any concessions or indulgence give to debtor account.

**3).** That Turbo Scaffolding Pty Ltd may exercise its right under this guarantee at any time and the guarantor(s) shall pay the amount of any indebtedness of the debtor account to the date of any demand, forthwith upon receipt of a written demand or its deliver y to the last known address of each or all guarantor(s). It shall not be a condition precedent to the issue of any such demand that Turbo Scaffolding Pty Ltd shall have exercised or exhausted its legal rights against the debtor account.

**4).** That the guarantor(s) may, by written notice posted by registered mail to the registered office of Turbo Scaffolding Pty Ltd determine any future liability hereunder from the date of deliver y of that notice but without discharging them in any way from any indebtedness of the debtor account as at that date.

**5).** That in interpreting that right of obligations of either party, the liability of the guarantor(s) shall continue notwithstanding the fact that Turbo Scaffolding may have entered into or become a party to a composition with the debtor account.

**6).** The guarantor(s) acknowledge and agree that Turbo Scaffolding Pty Ltd shall be entitled at any time to assign its rights under this guarantee to its successors, nominated transferees or assignees, and this guarantee shall not in any way be affected pursuant to such agreement.

**7).** The guarantor(s) acknowledges that in the event the account is in default and Turbo Scaffolding Pty Ltd exercise their rights under this personal guarantee, then the guarantor(s) indemnifies Turbo Scaffolding Pty Ltd against all costs incurred in commission, collection and legal costs in recovering the outstanding amount owing by the Customer to the Supplier.

**8).** The guarantor(s) expressly acknowledges that in the event they are not directly involved in the day to day running of the company, then they have, prior to giving this guarantee, sought independent legal and commercial advice in relation to the legal implications and commercial reality of signing the guarantee.