

STANDARD TERMS AND CONDITIONS OF SALE
of
MACSTEEL INTERNATIONAL AUSTRALIA PTY LIMITED ("Seller")

The terms and conditions set forth below form an integral part of the accompanying contract ("the main contract"), and are herein expressly incorporated into that contract except and to the extent inconsistent with its specific provisions. References to the contract or this contract shall be construed as including the main contract together with these standard terms and conditions.

Paragraph headings are for convenience of reference only and do not affect the interpretation.

1. **ADDITIONAL OR ALTERNATIVE TERMS:** No representative or agent of Seller has any authority to add to or vary the terms or conditions of this printed contract. No purchase order or purchase terms or conditions of Buyer or variation of, addition to or revision of the printed terms or conditions made by Buyer, including any striking out or handwriting, shall have any force or effect unless specifically agreed in writing by Seller and referred to in this contract.
2. **FORCE MAJEURE:** Subject to clause 7, should Seller or its suppliers be prevented from effecting or Buyer from accepting delivery of any of the goods at the time or within the period provided for delivery by reason of acts of god, war, strikes, lock-outs, trade disputes, breakdown, shortage or interruption of power supply or means of transport, failure or delay of production or delivery or supply by the producer, serious adverse weather conditions, laws, regulations or acts of governments, governmental agencies or local authorities or any other cause whatsoever (whether or not of a like nature to those above specified) beyond the control of the party so prevented, then (with the exception of the payment of any monies otherwise due and payable by the Buyer) the time for performance of this contract shall be extended for the period during which such cause continues to operate, provided that, after such cause has arisen and continued for 90 days, each party shall be entitled by notice in writing to the other party to cancel this contract in so far as it remains unperformed or to cancel such part thereof as is or was due for performance during the period in which such cause continues to operate without either party having the right to make any claim as a result.
3. **INCOTERMS 2010:** Except as specifically varied in the main contract, or otherwise agreed in writing, the commercial terms in this contract which are defined in the Year 2010 edition of Incoterms shall have the meanings and contain the import assigned to them by Incoterms 2010.
4. **IMPORT PERMITS AND LICENCING:** Unless otherwise provided in the main contract, it shall be Buyer's obligation to obtain import permits and other documents required for entry of the goods into the country of destination thereof. Should any costs or duties arise, such costs or duties are for the account of Buyer. Should any license or consent of any governmental or other authority be or become required for the purchase of the goods comprised in this contract, Buyer shall obtain such licence or consent at its own expense and shall, if so required by Seller, produce to Seller satisfactory evidence thereof and if such evidence shall not be produced within a reasonable time Seller may by written notice to Buyer cancel this contract in so far as it remains unperformed. Buyer undertakes to comply with all necessary government authorisations or restrictions for the use or resale of the material.
5. **RISK:** The goods shall be in all respects at the risk of Buyer as soon as they are delivered to Buyer or its agents or to a carrier or bailee for the purpose of transmission to Buyer or, where delivery is not specified, placed at the disposal of Buyer.
6. **OWNERSHIP:** Until Seller has been paid in full for the goods comprised in this contract and has received all sums then due under other contracts between Seller and Buyer: (i) legal and beneficial ownership of the goods remains with Seller; (ii) Seller may, subject to payment being overdue, recover the goods at any time from Buyer if in its possession or control and for that purpose Seller, its employees and agents may enter upon any land or building upon which the goods are situated; (iii) whilst Buyer has the right to dispose of the goods as principal in the ordinary course of business, such right shall be automatically terminated (without notice) in the event that payments have not been made on the due date under this or other contracts between Seller and Buyer; (iv) in the event of such disposal, Buyer has a fiduciary duty to Seller to account to Seller for the proceeds of sale but may retain therefrom any excess of such proceeds over the amount outstanding under this or any other contracts between Buyer and Seller; (v) each of the sub-clauses (i), (ii), (iii) and (iv) shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason unenforceable according to their terms, the others shall remain in full force and effect.

- 7. PAYMENT OF FREIGHT:** Should a bill of lading issued in respect of any shipment due under this contract bear the instructions "**Freight Collect**" (or wording to that effect) and delivery of such shipment be subsequently rendered impossible, whether due to force majeure, or any other reason, Buyer shall nevertheless be liable for payment in full for all expenses for which it would be liable under the main contract, if performed, which would be required to place the goods on board the vessel prior to the vessel's departure from the port of loading. This provision shall be given full force and effect, notwithstanding the provisions of any other law.
- 8. DUTIES AND CHARGES:** Prices are based by Seller on current duties (if any), including export duties/GST or rebates, transport, labour, freight and insurance rates payable by them, and in the event of any increase prevailing at the time of delivery the prices shall be altered accordingly. If the main contract adopts an Incoterm that requires Seller to pay or incur importation costs, or to land the goods or undertake delivery obligations at or past the landing point in the destination country, and those costs or those obligations become or may become more expensive or more onerous because of regulatory actions or measures of the destination country that arise or of which the Seller only becomes aware after the date of this contract, including but not limited to: (a) anti-dumping or countervailing duties whether contingent, present, interim or final; (b) trade rules investigations that request or require the participation or prospective participation of the Seller, whether WTO compliant or not; (c) increases in duties or tariffs; (d) quota restrictions; (e) other trade restrictive measures, then Seller may cancel this contract by giving written notice to that effect to Buyer.
- 9. DELIVERY CONDITIONS:** Seller shall not, if it so elects, be obliged to make further deliveries if Buyer fails to call forward, when required, or accept each separate delivery at the time or within the period provided for delivery or if Buyer has failed to pay for each such delivery on the due date.
- 10. BILLS OF LADING:** (a) Bills of lading endorsed with remarks or clauses such as rust stained, some bands broken, loose, missing etc. or similar remarks customary for goods of the type concerned shall be acceptable and no claims arising out of such endorsements may be made by the Buyer; (b) The omission from bills of lading of remarks on Mates Receipt(s) noting matters which Seller is satisfied do not materially affect the quality of the goods or compliance with the contract terms are acceptable, and no claims arising out of such omissions may be made by the Buyer.
- 11. SHIPPING INSTRUCTIONS:** Should Seller be hindered or delayed in effecting any delivery by Buyer's failure to give promptly any instructions reasonably required by Seller, the time for such delivery shall (without prejudice to any right of Seller to treat the contract as repudiated by reason of such failure) be extended for a period equal to that which elapsed between Seller requiring and receiving such instructions.
- 12. DATES:** Dates or periods for shipment are estimates and time shall not be of the essence in relation to such provisions.
- 13. DEFAULT OR INSOLVENCY:** Should Buyer default in paying promptly as and when due any sum which may be payable (whether under this contract or otherwise) by Buyer to Seller, or should Buyer be made bankrupt or (being a company) commence liquidation or have a receiver or manager appointed over any of its assets, Seller may by written notice to Buyer cancel the contract in so far as it remains unperformed and shall thereupon be entitled to recover from Buyer in addition to any sums due from it at the time of cancellation, the amount of any loss incurred by Seller on the resale.
- 14. LETTERS OF CREDIT:** (a) Letters of credit must be opened by Buyer, at the sole cost of the Buyer, on or before the date or dates specified in the main contract; (b) The terms of letters of credit or other payment instruments shall not be treated as affecting or modifying the terms of this contract; (c) If, as a result of the terms of this contract, shipment and/or delivery is delayed or other variations are made to the terms of this contract, any letter of credit or other payment instrument or instructions shall be promptly extended or modified by Buyer, at the sole cost of the Buyer, to reflect the amendments or variations concerned.
- 15. PAYMENT AND INTEREST:** (a) The invoiced amount or amount due under the contract is payable in full by Buyer to Seller on the due date without set-off, counterclaim or other deduction; (b) In the event that payment is not made by Buyer to Seller on the due date, Seller shall have the right to charge interest from the due date up to the date of actual payment, the rate of interest to be 3 per cent above the three month LIBOR rate from time to time applicable for the currency concerned during the overdue period or such other rate as shall be specified in the main contract.
- 16. CONDITIONS AND WARRANTIES:** (a) Any representation, warranty, condition, guarantee, indemnity or undertaking that would be implied in, or affect, this contract by legislation, common law, tort, equity, or by course of performance, dealing, trade, custom or usage is excluded to the maximum extent permitted by law; (b) Nothing in this contract

excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Buyer by the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement; and (c) To the fullest extent permitted by law, the liability of the Seller for a breach of a non-excludable guarantee referred to in clause 16(b) is limited, at the Seller's option, to, in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods.

- 17. USE OF GOODS:** Whilst material may be supplied with a specific application in mind, no warranty is given by Seller as to the fitness or suitability of the goods supplied for such specific purpose, whether notified or otherwise, given that Buyer has selected the product to be purchased and that Seller has no control over the process of manufacture employed by Buyer.
- 18. CLAIMS:** (a) Claims relating to quantity shall be subject to any agreed franchise or acceptable variance specified in the main contract; (b) Claims relating to quality shall be limited to non-fulfilment of specifications and standards stipulated in the main contract; (c) All claims shall be accompanied by the following: (i) sale contract number and date; (ii) complete description of goods with packing details, weight and marking of goods and heat numbers; (iii) certificate of an independent firm of surveyors giving nature and extent of any defects, with photographs. The surveyors firm shall be a competent, reputable and internationally authorised organization acceptable to Seller and Buyer (d) The goods subject to a claim shall be retained by Buyer so that Seller and any surveyors appointed by Seller will have the opportunity of inspecting them (e) The time limits for claims set out in paragraph 19 below shall apply unless varied by provisions in the main contract; (f) All claims are subject to the Exclusions of Liability and Limitation of Liability provisions in paragraphs 19 and 20 below; and (g) Subject to clause 16, material sold as secondary or stock material shall not be subject to any claims whatsoever unless otherwise specifically stated in the main contract.
- 19. EXCLUSIONS OF LIABILITY:** Seller shall not be liable for: (i) any defects in the quality of the goods which would be apparent on reasonable examination or (except as provided below) for the goods being otherwise not in accordance with the contract unless Buyer shall have given to Seller not later than 14 days after arrival of the goods (meaning, for the purposes of this clause, arrival at the discharge port at the location or country specified in this contract or, in the case of sales delivered to customer's works from date of arrival at such works) a written notice specifying the matters complained of and shall thereafter afford Seller a reasonable opportunity of inspecting the goods before they have been used, processed or sold; or (ii) any defects in the quality of the goods which would not be apparent on reasonable examination, unless such defects shall have been discovered not later than 3 months after arrival of the goods as above and unless not later than 14 days after such discovery Buyer shall have given to Seller a written notice specifying the matters complained of and shall thereafter afford Seller a reasonable opportunity of inspecting the goods in their alleged defective state; or (iii) any discrepancies in weight unless Buyer shall have given to Seller written notice thereof not later than 14 days after arrival of the goods as above and thereafter shall give to Seller a reasonable opportunity of witnessing a re-weighing thereof before they have been used, processed or sold.
- 20. LIMITATION OF LIABILITY:** If the goods or any part thereof are claimed or found to be defective or otherwise not in accordance with the contract, then, if Seller and Buyer do not agree that Buyer shall accept the goods at an agreed value, Seller's liability shall be limited, at Seller's option, to the replacement of such goods as may be defective or otherwise not in accordance with the contract or the reimbursement of the price or part thereof already paid to Seller for the goods but excluding from such reimbursement any and all duties, taxes, including Goods & Services Tax, handling, transportation, brokerage and/ or port clearance charges. Without prejudice to the foregoing, neither party shall be liable in any circumstances for any consequential or indirect losses, loss of profit, loss of revenue, loss of use or power, loss of business or production or any other economic or financial losses or costs, costs of capital or costs of replacement products or services, regardless of whether those losses were in the reasonable contemplation of the parties at the time of entry into this contract.
- 21. TRADE SANCTIONS PROVISION:** It is the Buyer's responsibility to ensure that the goods the subject of, and the transactions contemplated by, this contract (including, but not limited to the purchase, shipment or onward sale of the goods) comply with all trade sanctions and import or export control laws applicable to the Buyer or the Seller ("**Sanctions**"). The Buyer is strictly liable to indemnify the Seller for all costs, losses, damages and consequences whatsoever arising out of the failure by the Buyer to comply with any Sanctions. Further, the Seller may terminate this Contract without notice if Buyer is in breach of this clause and Seller has the right to take any action whatsoever it considers commercially reasonable to prevent a breach of any Sanctions.
- 22. GOVERNING LAW AND UNIFORM LAWS:** This contract is governed by and must be construed in accordance with the laws in force in the State of New South Wales. The United Nations Convention on Contracts for the International Sale of Goods ("**the Vienna Convention**") shall not apply to this contract.

23. ARBITRATION

- (a) Subject to this clause 23, if a dispute or difference arises in respect of any fact, matter or thing arising out of, or in any way in connection with, this contract, or the conduct of a party in relation to the subject matter of this contract at any time (a "**Dispute**"), the Dispute must be referred to and finally resolved by arbitration administered by:
- (i) if the Buyer is domiciled in Australia, the Australian Disputes Centre (the "**ADC**"); or
 - (ii) if the Buyer is domiciled outside Australia, the Australian Centre for International Commercial Arbitration ("**ACICA**").
- (b) The arbitration shall be conducted in New South Wales in accordance with:
- (i) if the Buyer is domiciled in Australia, the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC (the "**Domestic Rules**"); or
 - (ii) if the Buyer is domiciled outside Australia, the ACICA Arbitration Rules operating at the time the dispute is referred to ACICA (the "**International Rules**").
- (c) The terms of the Domestic Rules and the International Rules are incorporated into this contract.
- (d) The parties need not comply with this clause 23 where:
- (i) a party seeks injunctive relief in relation to a Dispute from an appropriate court where the failure to obtain such relief would cause irreparable damage to the party concerned; or
 - (ii) following the procedures set out in this clause 23 would mean that a limitation period for a cause of action relevant to the Dispute will expire.
- (e) This clause 23 shall survive termination of this contract.

24. ENTIRE AGREEMENT: This contract sets out the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and arrangements between the parties relating to the subject matter hereof.

25. NOTICES: Any notice required by this contract to be given in writing shall be sufficiently served upon either party if dispatched by prepaid post, or by e-mail or fax (with evidence of dispatch) to the last known place of business of such party.

26. MISCELLANEOUS:

- (a) **Waiver of Breach:** The waiver by either party of any breach of this contract shall not operate or be construed as a waiver of any subsequent breach or of any rights of the parties concerned.
- (b) **Severability:** Should any of the provisions of this contract be deemed to violate any applicable laws or statutory regulations, the remaining provisions shall remain in full force and effect.
- (c) **Confidentiality:** It is a fundamental term of this contract that the parties shall not disclose the terms hereof to any person, except in so far as disclosure is required by law or necessary for the effective performance by either party of their respective obligations hereunder.
- (d) **GST and Other Taxes:** To the extent that the supply of goods or services by Seller in pursuance of this contract is chargeable with Goods & Services Tax or similar taxation, the gross amount of the tax shall be added to the price of the goods or services and shall be payable by Buyer accordingly.
- (e) **Invoicing:** The invoiced value of the goods will be calculated as specified or provided in the main contract.

27. PPSA

- (a) A term used in the Personal Property Securities Act 2009 (Cth) (PPSA) has the same meaning when used in this clause 26.
- (b) The Buyer acknowledges that this contract gives rise, or may give rise, to one or more security interests.
- (c) The Buyer must:
- (i) give the Seller, promptly on request, all information required by the Seller to ensure that any registration of any security interest provided for by this contract is, and remains, fully effective or perfected (or both), and that each security interest has the priority required by the Seller; and
 - (ii) do anything required by the Seller to enable the Seller to perfect any security interest.
- (d) If the Buyer attempts to dispose of or otherwise deal with any personal property that is subject to a PPSA security interest in favour of the Seller, the Buyer acknowledges that, despite the disposal or dealing:
- (i) the Seller has not authorised the disposal or agreed that the dealing would extinguish the Seller's PPSA security interest; and
 - (ii) the Seller's PPSA security interest continues in that property.
- (e) The Buyer waives its right to receive any verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to any security interest in favour of the Seller created under this contract.
- (f) The parties agree that sections 95, 118, 121(4), 125, 127, 129(2) and (3), 130, 132, 134(2), 135, 136(5), 137, 138B(4), 142 and 143 of the PPSA do not apply, to the extent the PPSA allows them to be excluded.

PRIVACY STATEMENT

We collect personal information about you in a number of ways including:

- directly from you, such as when you apply for credit, place an order, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form;
- from our related bodies corporate;
- from your representatives;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from our own records of your dealings with us; or
- when legally required to do so.

In particular, we specifically seek information about you and your credit worthiness from credit reporting and fraud-checking agencies, and we provide information about you and your transactions with us (such as unpaid debts) to such agencies.

When we collect personal information about you and your credit worthiness from credit reporting and fraud-checking agencies, and we provide information about you and your transactions with us (such as unpaid debts) to such agencies.

Your details, including your purchases, will be added to our database, and will be used by us:

- to identify you;
- in providing services to you, including the processing of any Application for Credit and the giving of credit to you and the administration and management of those services;
- to provide you with information on either products and services offered by us;
- in undertaking risk assessment and management; and
- in fathering data and disclosing data to third parties such as:
 - insurance brokers and insurers;
 - credit reporting agencies;
 - financial institutions, including our own bankers;
 - service providers; and
 - industry groups having a legitimate reason to receive such information,

as necessary from time to time for our organisation's functions.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or direct marketing containing promotional material. You agree to receiving e-mailings from us, including information not only on the areas of interest you have indicated, but all types of news and information on our other products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when submitting information to us.

We may employ other companies or individuals to provide certain services, such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function, but cannot use that information for other purposes.

You have the rights given by the privacy Act 1988 as amended.

You can request access to your personal information. If you believe that any of your personal information is incorrect, please let us know. There is no fee for requesting access to your information, however, we may charge you the reasonable cost of processing your request.

For further information on our Privacy Statement please contact:

Privacy Officer
Macsteel International Australia Pty Ltd.
Level 1, 40 Burwood road Hawthorn 3122
Australia
Tel: (03) 9805 0400

Personal Guarantee, Indemnity & Caveatable Interest

TO: Macsteel International Australia Pty Limited (as defined in the "Macsteel International Australia Pty Limited contracting entity / supplier" section at the beginning of the Application for Commercial Credit) (hereinafter referred to as the "Seller"). In consideration of the Seller supplying goods or services or both to the Customer referred to at the bottom of this form, the Guarantor(s) and Indemnifier(s) set out below hereby guarantee and indemnify to the Seller due and punctual payment by the Customer of all monies which are now payable or may in the future become payable by the Customer to the Seller for goods and services or both supplied from time to time by the Seller to the Customer (the "secured moneys") AND it is hereby further agreed as follows:

1. The secured moneys include legal costs on a solicitor-client basis and commission charged by the mercantile agents incurred by the Seller in connection with the default by the Customer.
2. The Seller is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this Guarantee and Indemnity requires the Seller to continue, nor are any obligations of the Guarantor(s) and Indemnifier(s) conditional upon the Seller continuing, to supply goods or services or both to the Customer.
4. The Seller may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor(s) and Indemnifier(s) must pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all Guarantor(s) and Indemnifier(s). It is not to be a condition precedent to the issue of any such demand that the Seller must have exercised or exhausted its legal rights against the Customer.
5. The Guarantor(s) and Indemnifier(s) hereby guarantee and indemnify the Seller against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured moneys.
6. This Guarantee and Indemnity will not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of account and applies to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity is a continuing Guarantee and Indemnity to the Seller for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or services or both supplied or to be supplied to the Customer.
8. The Guarantor(s) and Indemnifier(s) may revoke this Guarantee and Indemnity at any time. Such revocation is effective only upon its delivery to the secretary of the Seller at its registered address and becomes effective at the time of its actual receipt by the secretary. Such notice of revocation only operates to discharge the Guarantor(s) and Indemnifier(s) from liability as to future dealing by the Customer with the Seller after the said date of delivery.
9. The Seller is entitled at any time to assign its rights under this Guarantee and Indemnity to its successors, nominated transferees or assigns, and further vary the Terms and Conditions originally attached to the Application for Commercial Credit of the Customer nominated below, without notice to the Guarantor(s) and Indemnifier(s), and that this Guarantee and Indemnity is not to be in any way affected or discharged pursuant to such assignment or variation.
10. The terms of this Guarantee and Indemnity are binding (if more than one) jointly on us and severally on each of us and will not be affected notwithstanding that one or more of the intended co-guarantor(s) / indemnifier(s) have not executed this Guarantee and Indemnity or that this Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s) and Indemnifier(s).
11. In the event that the Customer is a company and the Guarantor(s) and Indemnifier(s) are not directors of the Customer, then the Guarantor(s) and Indemnifier(s) certify that they have obtained independent commercial financial and legal advice prior to signing this personal Guarantee and Indemnity.
12. **CAVEATABLE INTEREST CLAUSE:** To better secure the payment of all monies each of the Guarantor(s) and Indemnifier(s) may become liable to pay to the Seller hereunder, and as an essential condition of this Guarantee, each of the Guarantor(s) and Indemnifier(s) charges all of his, her or its interest in real property both present and future and wheresoever situated with the amount of the Guarantor(s) and Indemnifier(s)'s indebtedness to the Seller on any account whatsoever from time to time and shall, immediately upon demand being made on the Guarantor(s) and Indemnifier(s) by the Seller, sign all documents and do all things that the Seller may reasonably require to be signed and done to further secure to the Seller the amount of any indebtedness owed to the Seller from time to time by the Customer or the Guarantor(s) and Indemnifier(s), including (without limitation) such mortgage or mortgages over any real property (whether acquired before or after the date of this Guarantee) and containing such covenants as are required by the Seller. The Guarantor(s) and Indemnifier(s) (and if more than one then jointly and each of them severally) irrevocably appoint(s) the Seller, each Manager and each Credit Manager from time to time of the Seller, each successor of the Seller, each assignee of the Seller and each of them severally to be the duly constituted attorney of the Guarantor(s) and Indemnifier(s) to execute in the name of each of the Guarantor(s) and Indemnifier(s), any mortgage or mortgages of real property, or any like documents and to do all other acts and execute any other documents necessary to give effect to and/or register any such mortgage or mortgages. Each of the Guarantor(s) and Indemnifier(s) consents to the Seller lodging a caveat in respect of his, her or their interest in any real property and undertakes not to object to the lodging of any such caveat or take any steps to remove any such caveat. The term "real property" includes all estates and interests in land, including (without limitation) leasehold.

13. The Guarantor(s) and Indemnifier(s) agree that the Seller may seek from a credit reporting agency, a credit report containing personal information about me / us to assess whether to accept me / us as a Guarantor(s) and Indemnifier(s) for commercial credit applied for, or provided to the Customer.
14. I / We agree that if the Seller approves the Customer's Application for Commercial Credit, this agreement to seek credit reports from time to time, remains in force until the commercial credit facility covered by the Customer's application ceases.

This is to certify that I / We, the Guarantor(s) and Indemnifier(s), have read, understood and accept the terms and conditions of this Personal Guarantee and Indemnity and without undue pressure or unfair tactic append my / your Signature hereunto. I / We acknowledge having received a copy of this said Personal Guarantee and Indemnity:

CUSTOMER NAME:		
EXECUTED AS A DEED THIS	DAY OF	YEAR
SIGNED BY GUARANTOR AND INDEMNIFIER:		NAME (print):
		ADDRESS:
SIGNATURE BY GUARANTOR AND INDEMNIFIER:		NAME (print):
		ADDRESS:
SIGNED BY WITNESS:		NAME (print):
		ADDRESS:

Guarantor Financial Details

Name of Guarantor:

Estimated Value of Current Assets \$.....

Estimated Current Liabilities \$.....

If any Registered Encumbrances, give details

.....

Have you provided a personal guarantee and indemnity in favour of any other party?

Yes No Name of all guaranteed and indemnified parties and estimated liability guaranteed and indemnified (if insufficient space, please include a separate schedule):

1.
2.
3.

Please also attach a separate signed and up-to-date, personal asset and liability statement.

Name of Guarantor:

Estimated Value of Current Assets \$.....

Estimated Current Liabilities \$.....

If any Registered Encumbrances, give details

.....

Have you provided a personal guarantee and indemnity in favour of any other party?

Yes No Name of all guaranteed and indemnified parties and estimated liability guaranteed and indemnified (if insufficient space, please include a separate schedule):

1.
2.
3.

Please also attach a separate signed and up-to-date, personal asset and liability statement.