



BX BUNKA AUSTRALIA

Bunka Shutter Group

Branch:

Date:

Steel-Line Garage Doors Australia Pty Ltd	ABN 52 124 164 003
Steel-Line Garage Doors (WA) Pty Ltd	ABN 41 092 508 499
Steel-Line Installations Australia Pty Ltd	ABN 97 128 107 344
Dynamic Door Service	ABN 51 109 750 950
Arco (Qld) Pty Ltd	ABN 27 108 275 896
Max Door Solutions Pty Ltd	ABN 82 146 466 828
Doorworks Australia Pty Ltd	ABN 69 152 593 167
Sprint Roller Shutters Pty Ltd	ABN 73 634 410 718

Complete this form to apply for a 30-day trade credit account with the Bunka Shutter Group

TERMS AND CONDITIONS IF CREDIT APPROVED

1. Definitions

In these terms and conditions and any attached document, unless otherwise stated, capitalised and italicised terms have the following meaning:

Accession has the meaning given by s.10 of the *PPSA*;

Account Statement has the meaning given in clause 10 of these terms and conditions;

Australian Consumer Law means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Available Credit means the amount adjusted under clause 10(c) of these terms and conditions available for *Products* and *Services*;

BX means the Bunka Shutter Group of companies named on the first page of this application;

Consumer Contract has the meaning given by the *Australian Consumer Law*;

Contract means a contract between the *Customer* and *BX* for the supply of *Products* or *Services*;

Customer means the applicant named in the attached 'applicant details' pages;

Period Subcontract means the 'Steel-Line - Period Contract' available for download at www.steel-line.com.au/trade-credit-applications;

PPS Register means the register established under section 147 of the *PPSA*;

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

Proceeds has the meaning given by s.31 of the *PPSA*;

Products means goods supplied from time to time by *BX*;

Purchase Money Security Interest has the meaning given by s.14 of the *PPSA*;

Security Interest has the meaning by s.12 of the *PPSA*;

Services means the services supplied from time to time by *BX*;

Small Business Contract has the meaning given by the *Australian Consumer Law*.

2. Provision of credit

Subject to clause 3, *BX* agrees to supply the *Customer* with *Products* and *Services* to the value of the *Available Credit*.

3. Supply of Services in Queensland

The supply of *Services* in Queensland is subject to the *Customer* entering a *Period Subcontract*.

4. Delivery of Products

- (a) The *Customer* must specify the place at which *Products* are to be delivered.
- (b) Delivery dates are estimates only and are subject to the availability of *Products* and ability to effect delivery on the day.
- (c) Failure to deliver *Products* on an *estimated delivery date* does not confer a right to refuse to pay for *Products* or to terminate any *Contract*.
- (d) Delivery of *Products* occurs at the place specified by the *Customer*, regardless of whether delivery is accepted.

5. Collection of Products

- (a) The *Customer* must collect *Products* within 2 business days of notification of their availability.

- (b) *BX* may at its option:
 - (i) deliver uncollected *Products* for collection from another place notified to the *Customer*;
 - (ii) store uncollected *Products* and invoice any cost of transportation or storage cost to the *Customer*;
 - (iii) dispose of uncollected *Products* after 7 days' notice given in accordance with clause 20.

6. **Rejection of Products**

- (a) The *Customer* must examine *Products* at the time of delivery or collection.
- (b) The *Customer* is not entitled to reject *Products* for damage unless a claim is notified in writing by the *Customer* to *BX* within 7 days of:
 - (i) the delivery or collection of *Products*; or
 - (ii) installation of *Products* by *BX*.
- (c) The entitlement of the *Customer* to reject *Products* for damage is subject to the *Products* not having been damaged after delivery, collection or installation for reasons not related to their state or condition at the time of supply or installation.

7. **Return of Products**

BX will not be obliged to accept any *Products* returned by the *Customer* or allow any credit for *Products* unless:

- (a) a claim is notified in writing by the *Customer* to *BX* within 7 days of delivery or collection of *Products*;
- (b) the *Products* returned are accompanied by *BX*'s packing reference and original invoice number;
- (c) the *Products* are returned in the condition in which they were delivered or collected; and
- (d) *BX* in its absolute discretion agrees in writing to accept the *Products*.

8. **Customer acknowledgements**

The *Customer* acknowledges and agrees that:

- (a) cancellation of an order for *Products* fabricated by *BX* will not relieve the *Customer* of the obligation to pay the price of the *Products* once fabrication has commenced;
- (b) the risk of loss of or damage to *Products* passes to the *Customer* on delivery;
- (c) title to *Products* does not pass to the *Customer* until payment for *Products* is made in full;
- (d) *BX* may subcontract all or any part of *Services*.

9. **Taxes**

- (a) Unless otherwise agreed or required by law, the price of *Products* and *Services* is exclusive of sales tax and/or goods and services tax ("**GST**").
- (b) If GST is or will be payable on a supply, then *BX* may increase the amount payable by the *Customer* by the amount of that sales tax and/or GST.
- (c) If there is an event in relation to a supply which results in the amount of GST on the supply being different from the amount of GST recovered under clause 9(b), *BX* may recover from the *Customer* any amount by which the GST on the supply exceeds the amount recovered and must refund to the *Customer* any amount recovered which exceeds the GST on the supply, whichever is the case.
- (d) If, as a result of a change to the imposition or calculation of GST or as a result of any change in or abolition of other taxes (excluding income tax) the cost incurred by *BX* in making a supply (excluding GST on the supply) are increased, the price payable by the *Customer* can be increased by *BX* by

the same proportion as the increase in *BX*'s costs.

- (e) Any rebates, discounts, allowances or other reductions in price calculated by reference to the sales value to which the *Customer* is entitled or which are granted by *BX* are to be calculated on the base price, that is after excluding any amount in respect of the GST payable by *BX* on the relevant sales.

10. **Payment**

- (a) *BX* may at any time issue a statement ("**Account Statement**") setting out:
 - (i) the price inclusive of GST of all *Products* and *Services* supplied to the *Customer* up to and including the date of the *Account Statement*;
 - (ii) payments received from *Customer*;
 - (iii) any fees, charges, interest or taxes paid or payable by the *Customer*.
- (b) The *Customer* **must** pay *BX* the total of each *Account Statement*, without set-off or deduction, within **30 days** of the date of the *Account Statement* ("**due date**") unless otherwise agreed in writing.
- (c) The *Available Credit* will be reduced by:
 - (i) the unpaid total of each *Account Statement*; and
 - (ii) the 'total order value' of all orders placed since the date of the last *Account Statement*.
- (d) Despite *Available Credit*, *BX* may in its absolute discretion:
 - (i) decline to supply some or all *Products* or *Services* on credit to the *Customer*;
 - (ii) reduce or cancel *Available Credit*, regardless of the credit worthiness of the *Customer*.
- (e) Discounts, rebates or allowances given by *BX* cannot be applied in reduction of the total of any *Account Statement* issued prior to the giving of the discount, rebate or allowance.
- (f) If the *Customer* fails to pay the total of any *Account Statement* by the due date, the *Customer* must pay *BX*:
 - (i) interest on the outstanding amount at the rate of 21% per annum, calculated on daily rests;
 - (ii) all debt collection costs, including any legal fees on a solicitor and own client basis, associated with the recovery or the attempted recovery of the amount.
- (g) The *Customer* must pay *BX* even if:
 - (i) there was delay in the delivery of *Products* or the performance of *Services*;
 - (ii) a dispute exists as to the quality, quantity or condition of *Products*; or
 - (iii) title to *Products* supplied remains with *BX*.
- (h) All payments must be made in Australian dollars.

11. **Retention of title**

- (a) Until the *Customer* has paid in full for *Products* and paid all other moneys due to *BX*:
 - (i) property in *Products* shall remain with *BX*;
 - (ii) the *Customer* shall hold the *Products* as a fiduciary and bailee of *BX*;
 - (iii) the *Customer* shall hold the *Products* in a way that clearly indicates *BX*'s title to the *Products*;
 - (iv) if the *Products* are processed or commingled with or made an *Accession* to other goods by the *Customer*, the *Customer* shall record and make available to *BX* on request the record of the date of the processing, commingling or *Accession* and hold the product, mass or whole in a way that clearly indicates *BX*'s title to the product, mass or whole;

- (v) the *Customer* shall not deal with the *Products*, either in their original state or as part of a product, mass or whole, for a consideration of less value than the amount necessary to discharge the *Customer's* liability to *BX* in full for or in relation to the *Products* and shall retain the consideration or other *Proceeds* of the *Products* separate from all other property of the *Customer* and in a manner, which clearly identifies it as such consideration or other *Proceeds* of the *Products*, product, mass or whole (unless otherwise agreed in writing by *BX*).
- (b) The *Customer* acknowledges that the installation of *Products* does not render the *Products* fixtures and that the parties intend that the *Products* shall be capable of removal by *BX* until property in the *Products* passes to the *Customer*.
- (c) The *Customer* must not sell, dispose, assign or encumber *Products* (by mortgage, lien, charge or otherwise) without the written consent of *BX*.
- (d) Without limiting the rights or remedies available to *BX* under these terms and conditions, statute (including under the *PPSA*) or other law, until property in *Products* passes to the *Customer*, if the *Customer*;
 - (i) (being a natural person) commits an act of bankruptcy;
 - (ii) (being a corporation) does anything which entitles anyone to apply to wind up the *Customer* or is subject to the appointment of an administrator or receiver and manager; or
 - (iii) breaches any of these terms and conditions (hereafter referred to as 'an act of default'),*BX* may take possession of and retain, resell or otherwise dispose of the *Products* or any product, mass or whole, of which they form part.
- (e) To the extent permitted by law, in the event of an act of default, the *Customer*:
 - (i) authorises *BX* to enter premises where *Products* may be located to take possession of the *Products* or any product, mass or whole, of which they form part without notice to the *Customer*; and
 - (ii) shall indemnify and hold harmless *BX* against any claim arising out of or related to entry by *BX* into premises to take possession of the *Products* or any product, mass or whole, of which they form part.

12. PPSA

- (a) The *Customer* acknowledges and agrees that:
 - (i) these terms and conditions are a security agreement within the meaning of the *PPSA* and each supply of *Products* and *Services* is subject to that agreement;
 - (ii) a *Security Interest* is created by these terms and conditions in:
 - A. *Products*;
 - B. the *Proceeds* of *Products*;
 - C. any other property, to which the *Products* become an *Accession*;
 - D. any product or mass, of which the *Products* become a part by manufacture, process, assembly or commingling.
 - (iii) the retention of title constitutes the grant of a *Purchase Money Security Interest* by the *Customer* in favour of *BX* in respect of all present and after acquired *Products*.
 - (iv) the *Security Interest* secures:
 - A. the *Customer's* obligation to pay for the *Products*, and
 - B. any and all other obligations of the *Customer* to pay money or money's worth (including

costs, expenses, damages or losses) for the benefit of *BX* now or in the future.

- (v) to the extent *BX*'s *Security Interest* secures the *Customer*'s obligation to pay for *Products*, it constitutes a *Purchase Money Security Interest*.
 - (vi) with respect to *BX*'s *Security Interest*, the *Customer* will when called upon by *BX* sign any further documents or provide any further information which *BX* may reasonably require to register a financing statement or financing change statement on the *PPS Register*, or in connection with the issue of a verification statement.
 - (vii) it will not register or apply to register a financing statement or financing change statement which is in any way connected with the *Products* (or any *Accession*, mass or product, of which they form part) without *BX*'s prior written consent, which may be given or withheld at *BX*'s absolute discretion.
 - (viii) it will pay any costs or expenses incurred by *BX* and keep *BX* indemnified against any loss, damage or liability to third parties incurred in relation to:
 - A. registering or seeking the release of any document relating to *BX*'s *Security Interest* on the *PPS Register*; or
 - B. enforcing *BX*'s *Security Interest* (including its legal costs on an indemnity basis).
 - (ix) the *Customer* will give *BX* at least 14 days written notice of any proposed change in its name, contact details, place of incorporation, address, location, nature of business, ownership, or business practice.
- (a) To the extent permitted by law, the *Customer* waives its right to notice as a grantor under section 157 of the *PPSA* and acknowledges that the collateral, the subject of *BX*'s *Security Interest*, is properly described as commercial property.
 - (b) To the extent that they impose any obligation on *BX* or grant any right to the *Customer* and section 115(1) of the *PPSA* allows them to be excluded, sections 95, 118, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the *PPSA* do not apply to this agreement or *BX*'s *Security Interest* in the *Products*.
 - (c) To the extent that Part 4.3 of the *PPSA* imposes any obligation on *BX* or grants any right to the *Customer* and s.115(7) permits, its application pursuant to s.116(2) is excluded.
 - (d) Notwithstanding payment by the *Customer* of part or all of the price of *Products*, *BX*'s *Security Interest* will continue in the *Products*, any *Proceeds* of the *Products* or other property to which *BX*'s *Security Interest* may apply (by operation of these terms and conditions or statute) until *BX*'s *Security Interest* is discharged in writing by *BX*.
 - (e) The *Customer* will not do, or omit to do, nor allow to be done or omitted to be done, anything which might adversely affect *BX*'s *Security Interest*.
 - (f) If the *Customer* sells the *Products*, either in their original state or as part of a product, mass or whole to its *Customers*, the *Customer*
 - (i) assigns to *BX* and authorises *BX* to sue in its name to recover the benefit of any claim the *Customer* has against its *Customer* for the price of the *Products*, the product, mass or whole; and
 - (ii) in addition to its obligations under the *PPSA*, the *Customer* shall hold on trust for *BX* and account to *BX* for the consideration and all *Proceeds* received in relation to the *Products*, product, mass or whole.
 - (g) This clause shall apply even though *BX* may give credit to the *Customer*.

13. **Additional security**

- (a) The *Customer* hereby charges separately:
 - (i) all the *Customer's* freehold and leasehold interest in land, including land which the *Customer* hereafter obtains an interest in; and
 - (ii) all of the *Customer's* personal property,as security for the performance of the *Customer's* obligations to *BX*, including payment of all moneys owed by the *Customer* to *BX*.
- (b) The charges created by clause 13(a) are separate charges over the *Customer's* property and in the event that either charge is void or unenforceable, then such charge will be severable from these terms and conditions and does not affect the validity of the other charge.
- (c) If requested by *BX*, the *Customer* must promptly deliver an executed mortgage, or such other instrument of security as *BX* may require, in registrable form, as additional security.
- (d) The *Customer* further agrees to:
 - (i) *BX* lodging a caveat over the *Customer's* title to any freehold and leasehold interest in land to secure *BX's* interest in the property;
 - (ii) pay all stamp duty, registration fees and other costs (including legal costs) which *BX* incurs in lodging, releasing or withdrawing a caveat.

14. **Default**

- (a) *BX* reserves the right to immediately:
 - (i) cancel any order for *Products* or *Services*;
 - (ii) suspend or terminate *Available Credit*;
 - (iii) require immediate payment for *Products* or *Services*;
 - (iv) register a default with any credit reporting agency;
 - (v) enforce its rights under any *Security Interest*; and/or
 - (vi) suspend or terminate any *Contract*,if any of the following events of default occur:
 - (i) any *Account Statement* remains unpaid after the due date for payment;
 - (ii) the *Available Credit* is exceeded;
 - (iii) the *Customer*:
 - A. ceases or is unable to trade;
 - B. is unable to pay debts as and when they fall due for payment;
 - C. commits an act of bankruptcy, or is made bankrupt;
 - D. makes a composition or other arrangement with creditors;
 - E. assigns assets for the benefit of creditors generally; or
 - F. being a company, enters into a deed of company arrangement or has a controller, administrator or receiver appointed or is placed in liquidation.
- (a) If these terms and conditions or a *Contract* are classified as a *Consumer Contract* or a *Small Business Contract*, the *Customer* is entitled to immediately terminate or suspend the whole or any part of a *Contract* if a contracted *BX* entity:

- (i) ceases or is unable to trade; or
- (ii) enters into a deed of company arrangement or has a controller, administrator or receiver appointed or is placed in liquidation.

15. Attorney

The *Customer*:

- (a) irrevocably appoints *BX* to be the *Customer's* attorney to:
 - (i) do anything which the *Customer* agrees to do under these terms and conditions; and
 - (ii) anything which the attorney thinks desirable to protect *BX's Security Interest*.
- (b) agrees to take all steps required to ratify anything done by the attorney under this clause.

16. Release and indemnity

- (a) All conditions and warranties express or implied by law, statute, or otherwise, are excluded to the extent permitted by law. Where so permitted by law, the liability of *BX* for the breach of a condition or warranty that cannot be excluded is limited, at *BX's* option, to the replacement of *Products* or the supply of equivalent goods, or the cost of replacing the *Products* or acquiring equivalent goods.
- (b) Where *BX* provides *Services* including installing *Products*, *BX* and *BX's* officers, agents and employees shall not be liable for any loss, cost, damage or expense arising out of or related to the *Services*, whether as a result of negligence, breach of statutory duty or otherwise.
- (c) The *Customer* indemnifies *BX*, and *BX's* officers, agents and employees, against claims in respect of personal injury or death, or loss of damage to property, whether as a result of negligence, breach of statutory duty or otherwise, which arise out of or are related to any act or omission of the *Customer*.
- (d) So far as the law permits, *BX* shall not be liable for any loss or damage which may be suffered by the *Customer* for any reason including but not limited to delay, negligence or any act, matter or thing done or permitted or omitted to be done by *BX*.

17. Effect of change in partnership

If the *Customer* is a partnership, no change in the constitution of the partnership will affect, impair or discharge the liability of the partners to *BX*.

18. Liability of trustee

If the *Customer* is a trustee, the *Customer*:

- (a) warrants that the *Customer* has complete and valid authority to:
 - (i) make application to *BX* for credit;
 - (ii) order *Products* and *Services*.
- (b) accepts liability in the *Customer's* personal capacity and as trustee of the trust to *BX* for all amounts owed by that trust to *BX*, of which the certificate of an officer of *BX* shall be conclusive evidence;
- (c) agrees that notwithstanding the absence of any reference to a specific trust, *BX's* rights of recourse shall extend to the *Customer's* personal assets (whether or not the *Customer* remains the trustee of the trust) as well as the assets of the Trust;
- (d) warrants that the *Customer's* right of indemnity against the assets of the trust is not excluded by the provisions of the trust deed, by any breach of trust, or otherwise and agrees to not release or otherwise prejudice such rights of indemnity so long as any amount remains unpaid by the trust to *BX*.

19. **Change of details**

The *Customer* must give *BX* written notice within 7 days of:

- (a) any change in its name, contact details or address or ownership;
- (b) the suspension or cancellation of any builder licence held by the *Customer*.

20. **Notices**

- (a) Notices may be given by *BX* to the *Customer*:
 - (i) by email, facsimile or post addressed to the *Customer's* email address, facsimile number or postal address (as the case may be) stated in the attached 'applicant details' pages or last known to *BX*; or
 - (ii) by hand.
- (b) Notices may be given by the *Customer* to *BX* by posting or hand delivering them to *BX*.
- (c) A notice:
 - (i) given by email or facsimile shall be deemed given at the time of sending unless sent after 4.00 p.m. or on a day which is not a business day, in which case the notice shall be deemed given on the following business day;
 - (ii) sent by pre-paid post shall be deemed given on the second business day after the day of posting;
 - (iii) given by hand shall be deemed given at the time of delivery.

21. **Construction**

To the extent of any inconsistency between these terms and conditions and the terms and conditions of:

- (a) any *Period Subcontract* the *Customer* enters, the terms and conditions of the *Period Contract* shall prevail; or
- (b) a *Contract*, these terms and conditions shall prevail.

22. **Representations**

The *Customer* acknowledges that neither *BX* nor anyone purporting to act on its behalf has made any representation or given any promise, warranty or undertaking not expressly set out in writing as to the fitness of *Products* for a particular purpose or any other matter.

23. **Waiver**

All the rights and remedies of *BX* under these terms and conditions or otherwise shall remain in full force and effect notwithstanding any neglect, forbearance or delay in enforcement by *BX* and may only be waived by *BX* expressly in writing.

24. **Variation**

- (a) *BX* may vary these terms and conditions or the terms and conditions of any *Contract* by notice in writing to the *Customer*. If these terms and conditions or a *Contract* are classified as a *Consumer Contract* or a *Small Business Contract* and the *Customer* does not agree to the changes, the *Customer* may cancel any order for *Products* or *Services* placed before the date of the notice.
- (b) If these terms and conditions or the terms and conditions of any *Contract* are not classified as a *Consumer Contract* or a *Small Business Contract*, *Products* or *Services* ordered after the date of the notice of variation will be subject to the revised terms. Placing an order for *Products* or *Services* after the date of the notice will constitute acceptance of the modified terms and conditions.

25. **Governing law**

A *Contract* shall be governed by and is to be construed in accordance with the laws of the State or Territory where *Products* or *Services* are to be supplied.

APPLICANT DETAILS:

Company Individual/Sole Trader Partnership Trust
Other (Provide Details) _____

**If a trust, a copy of the Trust Deed must be provided, or this application will not be accepted.*

Trading Name: _____

Legal Name: (if different to above): _____

A.B.N. _____ A.C.N. _____

Nature of business: _____

Business address: _____ Suburb: _____

State: _____ Postcode: _____

Postal address: _____ Suburb: _____

State: _____ Postcode: _____

Delivery address: _____ Suburb: _____

State: _____ Postcode: _____

Contact: _____ Email: _____

Telephone: () _____ Fax: () _____ Mobile: _____

Contact (Accounts): _____ Telephone (Accounts): () _____

Email (Accounts): _____ Fax (Accounts): () _____

Credit requested: \$ _____

Date business commenced: _____ Years business under present ownership: _____

Bank Details:

Account Name: _____

BSB No.: _____ Account No: _____

Name of Bank: _____ Branch: _____

Details of Partners, Trustee or Proprietors

Details of Directors (if a company)

1. Full Name: _____

1. Full Name: _____

Street address: _____

Street address: _____

Suburb: _____

Suburb: _____

Home phone: () _____

Hone phone: () _____

Builder Licence No. _____

Builder Licence No. _____

2. Full Name: _____

2. Full Name: _____

Street address: _____

Street address: _____

Suburb: _____

Suburb: _____

Home phone: () _____

Hone phone: () _____

Builder licence no. _____

Builder licence no. _____

TRADE REFERENCES

(minimum 3 trade references required)

Name:

Phone:

Fax:

1. _____ () _____ () _____

2. _____ () _____ () _____

3. _____ () _____ () _____

If the answer to the following questions is 'Yes', details must be provided:

1. **Are there any current court actions by or against the Applicant? YES / NO**

If yes, provide name of court and case number:

2. **Has the Applicant given current guarantees / indemnities? YES / NO**

If yes, who to, and how much for:

I _____ (print name) hereby **acknowledge, agree and declare** that:

1. I am duly authorised by the Applicant to agree to these terms and conditions on its behalf and have the authority of the Applicant, its proprietors, directors, partners or trustees (as the case may be) of the Applicant to provide the information and acknowledgements in this application on its behalf.
2. The Applicant, its proprietors, directors, partners or trustees (if individuals) is/are 18 or more years of age.
3. The Applicant has read and understood and has had the opportunity to obtain legal advice in relation to this continuing credit contract.
4. By making this application, the Applicant agrees to be bound by the attached terms and conditions.
5. This application and any acquisition of *Products* and *Services* by the Applicant are solely for commercial and not personal, domestic or household purposes.
6. *BX* may in accordance with the *Privacy Act 1988* (Cth) (the "**PA**") and related or similar legislation provide to and seek from credit reporting bodies, other credit providers, prospective or current guarantors of the Applicant or debt collection agencies personal information (including the above information, identification, credit, credit eligibility, payment, default, court proceedings or personal insolvency information) about the Applicant and its proprietors, directors, partners or trustees and that information may be used for the purposes including:
 - (a) assessing this application;
 - (b) assessing whether to provide or continue to provide *Products*, *Services* or credit to the Applicant;
 - (c) for the purpose of a credit reporting body or another credit provider assessing any other application for credit or managing credit obtained by or concerning any of them;
 - (d) the internal management purposes of *BX* directly related to the provision or management of consumer, commercial or other credit by *BX*;
 - (e) for a particular commercial credit related purpose of *BX* in relation to the Applicant or any Guarantor;
 - (f) a credit guarantee purpose of *BX* in relation to the Applicant or any Guarantor;
 - (g) assisting the Applicant or any Guarantor to avoid defaulting on obligations in relation to credit provided by *BX* to the Applicant or Guarantor;
 - (h) assessing an application for consumer credit or commercial credit made to the recipient;
 - (i) for the purpose of a prospective guarantor of the Applicant considering whether to offer to act as a guarantor in relation to the credit or to offer property as security for the credit;
 - (j) for a purpose related to the enforcement, or proposed enforcement, of any guarantor's guarantee;
or
 - (k) for the purpose of collecting payments that are overdue in relation to consumer or commercial credit provided by *BX* to the Applicant or a guarantor.
7. The Applicant, its proprietors, directors, partners or trustees are aware, that:
 - (a) *BX*'s website at www.steel-line.com.au/credit-reporting-policy includes a statement of information about credit reporting under clause 4.1 of the Privacy (Credit Reporting) Code 2014 (the "**Code**"), including the names and contact details of the Credit Reporting Bodies ("**CRB**") to which it is likely to disclose credit information;
 - (b) the key issues contained in the statement under the Code are:

- (i) that the CRB, to whom the credit information is provided, may include the information in reports provided to other credit providers to assist them to assess the credit worthiness of the Applicant, its proprietors, directors, partners or trustees;
- (ii) that if the Applicant fails to meet its payment obligations in relation to consumer credit or commits a serious credit infringement, *BX* may be entitled to disclose this to the CRB;
- (iii) how the Applicant, its proprietors, directors, partners or trustees may obtain *BX*'s policy about the management of credit-related personal information required by section 21B of the PA and the CRB's policy about the management of credit-related personal information required by Section 20B;
- (iv) the right to access the information from *BX*, to request it to correct the information and to make a complaint to *BX*;
- (v) the right to request CRBs not to use their credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- (vi) the right to request the CRB not to use or disclose credit reporting information about an individual, if the individual believes on reasonable grounds that the individual has been, or is likely to be, a victim of fraud.

(c) a statement of these matters (available on the website) may be obtained in hard copy upon request.

8. The Applicant, its proprietors, directors, partners or trustees are further aware that:

- (a) the policy (***credit reporting policy***) of *BX* contains information about how an individual may access the credit eligibility information about the individual that is held by *BX*;
- (b) the policy contains information about how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by *BX*;
- (c) the policy contains information about how an individual may complain about a failure of *BX* to comply with Division 3, Part IIIA of the PA or the Code;
- (d) the policy contains information about how *BX* will deal with such a complaint;
- (e) *BX* is unlikely to disclose credit information or credit eligibility information to entities that do not have an Australian link; but if it were likely and practicable, the countries in which those entities are likely to be located would be specified in the policy.

9. the above information is true and correct.

Signature of Applicant (1): _____ Date: _____

Full Name: _____

Position / Title: _____

Signature of Applicant (2): _____ Date: _____

Full Name: _____

Position / Title: _____

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

DEED TO GUARANTEE & INDEMNITY

To: BX Garage Doors Australia Pty Ltd ABN 52 124 164 003 and BX Installations Australia Pty Ltd ABN 97 128 107 344 (collectively "BX").

Details of the Guarantor(s) (hereafter called the "Guarantor" or "Guarantors")—

Name of Guarantor (" First Guarantor "):	Name of Guarantor (" Second Guarantor "):
Residential Address:	Residential Address:
Name of Guarantor (" Third Guarantor "):	Name of Guarantor (" Fourth Guarantor "):
Residential Address:	Residential Address:

10. **IN CONSIDERATION** of BX (hereafter called the "**Credit Provider**") agreeing to provide goods, services or credit or continuing to provide goods, services or credit, including any time or indulgence, to:

Customer Name:	ABN/ACN:
Trading Name:	Trading Address:

the Guarantor (or if more than one, each of the Guarantors jointly and severally) detailed above, who has executed this deed, guarantees to the Credit Provider the due and punctual performance by the above named Customer (hereafter called the "**Customer**") of all its obligations to the Credit Provider as if the Guarantor(s) were the Customer and to indemnify the Credit Provider against loss or damage in the event of default by the Customer.

11. And, it is further agreed by each Guarantor (whether one or more), that:

- (a) if more than one Guarantor is named, this guarantee and indemnity is not conditional upon its execution by more than one of the named Guarantors and may be enforced against any of them, who has signed or otherwise executed it, jointly or severally as if that or those Guarantors were the only Guarantors.

- (b) in the event that the Customer is unable or fails to pay any monies to the Credit Provider as and when they fall due for payment:
 - (i) each Guarantor will pay those monies to the Credit Provider and make good any default of the Customer *without the need for any demand* by the Credit Provider and the Credit Provider may enforce the obligation to pay those monies against the Guarantor as if the Guarantor were the Customer and a principal debtor (without need of any prior default by the Customer);
 - (ii) each Guarantor agrees on demand by the Credit Provider to indemnify and keep indemnified the Credit Provider from and against all loss and damage, including consequential loss or damage, claims, costs (including legal costs), charges, disbursements and expenses whatsoever that the Credit Provider may incur by reason of the inability or failure of the Customer to so pay or comply.
- (c) this is a continuing guarantee and indemnity and applies to all moneys and obligations which are now or may from time to time be owing or unpaid or unperformed by the Customer to the benefit of the Credit Provider. It may be revoked as to future transactions of the Customer by any Guarantor (without affecting the obligations of any other Guarantor) by at least one (1) calendar month's written notice to the Credit Provider given at any time by the Guarantor or the legal representative of the Guarantor. The receipt by the Credit Provider of a written notice revoking the guarantee and indemnity by any Guarantor will be acknowledged in writing to confirm that the notice has been received by the Credit Provider.
- (d) this guarantee and indemnity shall not otherwise be determined or discharged by reason of the liquidation (voluntary or otherwise), reconstruction, reconstitution, amalgamation with any other entity, death or bankruptcy of the Credit Provider, Customer or Guarantor(s) and shall continue to apply in relation to the rights and obligations of their successors or assigns (to the extent law allows).
- (e) all rights and remedies of the Credit Provider under this guarantee and indemnity shall be unaffected and not released or waived by any postponement, forbearance, indulgence, compromise, waiver or release extended to the Customer or any Guarantor(s) by the Credit Provider nor by any failure by the Credit Provider to enforce, register or otherwise perfect any right or security of the Credit Provider nor by any amendment of the terms on which goods or services are provided to the Customer (to which once varied this guarantee and indemnity shall equally apply) nor by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor(s).
- (f) each Guarantor shall not take any steps to recover, or enforce a right or claim, against the Customer or apply rights over property of the Customer to the satisfaction of its obligations to the Credit Provider and shall not prove in any insolvency administration, bankruptcy or liquidation of the Customer unless or until all debts and obligations of the Customer to the Credit Provider have been satisfied in full and shall in any such case exercise any voting rights held as directed by the Credit Provider until it has been so satisfied.
- (g) if any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency each Guarantor indemnifies the Credit Provider against any costs or losses it may incur in connection with such claim.
- (h) if the Guarantor is a trustee of a trust, the Guarantor enters into this guarantee and indemnity in both the Guarantor's personal capacity and as trustee of that trust.
- (i) the Credit Provider may assign the benefit of this guarantee and indemnity at any time without the consent of or notice to the Customer or any Guarantor.

12. The Guarantor agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 or 143 of the *Personal Property Securities Act 2009* (Cth) (the "PPSA") will apply to this guarantee, or any security under this guarantee.
13. The Guarantor agrees to waive its right to do any of the following or to receive any of the following notices or for the Credit Provider to carry out the following obligations under the following provisions of the PPSA:
 - (a) receive notice of removal of an accession under section 95;
 - (b) receive notice of a decision, under paragraph 117(2)(b), to enforce the security interest in the personal property in the same way as the interest in the land may be enforced under the land law under section 118;
 - (c) receive notice of any action to be taken in accordance with subsection 120(2) under section 121(4);
 - (d) receive notice of intention to seize collateral under section 123;
 - (e) receive notice of disposal of collateral under section 130;
 - (f) receive a statement of account if there is disposal of collateral under section 132(3)(d);
 - (g) receive every six months statements of account until there is disposal of collateral under section 132(4);
 - (h) receive notice of retention of collateral under section 135;
 - (i) receive notice to receive a verification statement in relation to registration events under section 157.
14. The Guarantor and the Credit Provider also contract out of each other provision of Part 4.3 of the PPSA, under sections 115(7) and 116(2) to the extent permitted.
15. The Guarantor and the Credit Provider agree that neither the Guarantor nor the Credit Provider will disclose information of the kind mentioned in section 275(1) of the PPSA.
16. The Guarantor hereby charges with payment of any indebtedness to the Credit Provider all legal and beneficial interest (freehold or leasehold) in land and property, other than personal property to which the PPSA applies, held now or in the future by the Guarantor and upon non-payment of any monies due to the Credit Provider pursuant to this guarantee the Credit Provider may take possession of such land or property and exercise and do all or any acts, powers and authorities vested in or given to mortgagees by any statutory provision or at common law or in equity. The Guarantor agrees that if demand is made by the Credit Provider, the Guarantor receiving such a demand will immediately execute a mortgage (incorporating the covenants contained in Memorandum No.Q860000 registered at the Land Titles Office in Sydney) or other instrument of security, or consent to a caveat, as required, and in the event that the Guarantor fails to do so within a reasonable time of being so requested, the Guarantor hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Credit Provider to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the Credit Provider may lodge a caveat noting the interest given by this charge on the title of any property of the Guarantor whenever it so wishes.
17. The Guarantor grants a security interest to the Credit Provider in all of its present and after acquired property and in all of its present and future rights in relation to any personal property as defined in the PPSA.
18. Any notice or demand for the purposes of this guarantee and indemnity shall be deemed to be duly made and given:
 - (a) to a Guarantor, if it is forwarded in writing by ordinary pre-paid post to the Guarantor to be bound by it at the address of the Guarantor shown above or any other address given by the Guarantor to the Credit Provider, in which case it shall be deemed received by the Guarantor on the business day after posting, and

- (b) to the Credit Provider, if it is delivered to the Credit Provider at its registered office and receipted in writing by a duly authorised officer of the Credit Provider.

19. Each Guarantor acknowledges and agrees, that:

- (a) the Guarantor, if an individual, is above the age of 18 years;
- (b) the Credit Provider may in accordance with the *Privacy Act 1988* (Cth.) (the “**PA**”) and related or similar legislation provide to and seek from credit reporting bodies, other credit providers, other prospective or current guarantors of the Customer or debt collection agencies personal information (including the above information, identification, credit, credit eligibility, payment, default, court proceedings or personal insolvency information) about the Guarantor and that information may be used for purposes including:
 - (i) assessing the account application of the Customer and this guarantee and indemnity;
 - (ii) assessing whether to provide or continue to provide goods, services or credit to the Customer;
 - (iii) a credit reporting body or another credit provider assessing any other application for credit or managing any credit obtained by or concerning the Guarantor;
 - (iv) the internal management purposes of the Credit Provider that are directly related to the provision or management of consumer, commercial or other credit by the Credit Provider;
 - (v) for a particular commercial credit related purpose of the Credit Provider in relation to the Customer or Guarantor;
 - (vi) a credit guarantee purpose of the Credit Provider in relation to the Customer or Guarantor;
 - (vii) assisting the Customer or Guarantor to avoid defaulting on obligations in relation to consumer credit provided by the provider to the Customer or Guarantor;
 - (viii) assessing an application for consumer credit or commercial credit made to the recipient;
 - (ix) for the purpose of a prospective guarantor of the Customer considering whether to offer to act as a guarantor in relation to the credit or to offer property as security for the credit;
 - (x) for a purpose related to the enforcement, or proposed enforcement, of any guarantor’s guarantee, including this guarantee.
 - (xi) for the purpose of collecting payments that are overdue in relation to consumer or commercial credit provided by the Credit Provider to the Customer or Guarantor.

20. The Guarantor is aware that:

- (a) the Credit Provider’s website at www.bx.com.au/credit-reporting-policy includes a statement of information about credit reporting under clause 4.1 of the Privacy (Credit Reporting) Code 2014 (the “**Code**”), including the names and contact details of the Credit Reporting Bodies (“**CRB**”), to which it is likely to disclose credit information;
- (b) the key issues contained in the statement under the Code are:
 - (i) that the CRB, to whom the credit information is provided, may include the information in reports provided to other credit providers to assist them to assess the credit worthiness of the Customer, its proprietors, directors, partners or trustees and the Guarantor;
 - (ii) that if the Customer or any of its Guarantors fails to meet its payment obligations in relation to consumer credit or commits a serious credit infringement, the Credit Provider may be entitled to disclose this to the CRB;
 - (iii) how the Customer, its proprietors, directors, partners, trustees or guarantors may obtain the Credit Provider’s policy about the management of credit-related personal information

required by section 21B of the PA and the CRB's policy about the management of credit-related personal information required by Section 20B;

- (iv) the right to access the information from the Credit Provider to request it to correct the information and to make a complaint to the Credit Provider;
- (v) the right to request CRBs not to use their credit reporting information for the purposes of pre-screening of direct marketing by a Credit Provider;
- (vi) the right to request the CRB not to use or disclose credit reporting information about an individual, if the individual believes on reasonable grounds that the individual has been, or is likely to be, a victim of fraud.

(c) a statement of these matters (available on the website) may be obtained in hard copy upon request.

21. The Guarantor is further aware that:

- (a) the policy (***credit reporting policy***) of the Credit Provider contains information about how an individual may access the credit eligibility information about the individual that is held by the Credit Provider;
- (b) the policy contains information about how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by the Credit Provider;
- (c) the policy contains information about how an individual may complain about a failure of the Credit Provider to comply with Division 3, Part IIIA of the PA or the Code;
- (d) the policy contains information about how the Credit Provider will deal with such a complaint;
- (e) the Credit Provider is unlikely to disclose credit information or credit eligibility information to entities that do not have an Australian link; but if it were likely and practicable, the countries in which those entities are likely to be located would be specified in the policy.

Executed as a deed.

Dated this _____ day of _____ 20

First Guarantor

Signed, sealed and delivered by the First Guarantor in the presence of:

Signature

Witness

Print name

Second Guarantor

Signed, sealed and delivered by the Second Guarantor in the presence of:

Signature

Witness

Print name

Third Guarantor

Signed, sealed and delivered by the Third Guarantor in the presence of:

Signature

Witness

Print name

Fourth Guarantor

Signed, sealed and delivered by the Fourth Guarantor in the presence of:

Signature

Witness

Print name

For Office Use Only

CREDIT CHECKS

CHECK 1

A/C NO. _____ DATE _____

CUSTOMER: _____

TRADE REFERENCE OF: _____

ACCOUNT OPENED: _____ PAYMENT TERMS _____ (days)

CREDIT LIMIT \$ _____

AVG MONTHLY PURCHASE _____ PAYMENT RECORD _____

COMMENTS:

CHECK 2

A/C NO. _____ DATE _____

CUSTOMER: _____

TRADE REFERENCE OF: _____

ACCOUNT OPENED: _____ PAYMENT TERMS _____ (days)

CREDIT LIMIT \$ _____

AVG MONTHLY PURCHASE _____ PAYMENT RECORD _____

COMMENTS:

CHECK 3

A/C NO. _____ DATE _____

CUSTOMER: _____

TRADE REFERENCE OF: _____

ACCOUNT OPENED: _____ PAYMENT TERMS _____ (days)

CREDIT LIMIT \$ _____

AVG MONTHLY PURCHASE _____

PAYMENT RECORD _____

COMMENTS:

THE FOLLOWING MUST BE COMPLETED BY BRANCH

SUPPLY ONLY _____ (TICK) _____

SUPPLY & INSTALL _____ (TICK) _____

REP NAME & CODE _____

CREDIT LIMIT REQUESTED \$` _____

ACCOUNT CATEGORY _____

EMBOSSMENTS _____

BRANCH MANAGERS APPROVAL _____