



Companies:
SecurIT Solutions Pty Ltd
ABN 72 156 617 266

APPLICATION FOR COMMERCIAL CREDIT - 30 Days from Invoice

Please note to maintain a credit account a minimum spend of \$5,000 per annum is required otherwise your account will revert back to C.O.D

Salesperson

Applicant

Trading name

Name of company, trust, person(s) or partnership operating business

ACN ABN

Contact Details

Business street address

Business postal address

Tel (b/h) Fax

Accounts payable email

Purchasing contact person Accounts payable contact person

Name of bank Branch

Account no. BSB

Details of partner/director Name DOB

Address Drivers licence

Title Mobile

Name DOB

Address Drivers Licence

Title Mobile

Business History

Date business commenced Credit limit requested

Nature of business

Trade References

Company Name Telephone

Contact Name Fax

Email

Company Name Telephone

Contact Name Fax

Email

Company Name Telephone

Contact Name Fax

Email

TERMS AND CONDITIONS

Payment terms

1. The terms of payment are strictly thirty (30) days (or such other period as nominated by the supplier herein) from the date of the end of month statement and payment is due and payable on that date. "Company" as defined at the beginning of this document and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Supplier)*) may, at any time, upon the provision of 48 hours' written notice to the Applicant, vary the terms and conditions of trade.
2. If the Applicant does not agree with the variations proposed by the Supplier, they must notify the Supplier in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. The Supplier and/or the Applicant will then be at liberty to suspend/withdraw credit facilities if no agreement can be reached between the parties regarding the proposed variations. Absent notice from the Applicant, the varied terms and conditions of trade may be deemed accepted. Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction without notification.
3. The Applicant must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Applicant that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
4. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of 10 percent of the amount of the invoice payable per year, or part thereof, from the day when the Supplier's invoice was payable until payment by the Applicant.

Duration of quotations

5. Unless previously withdrawn by written notice to the Applicant, the Supplier's quotations are open for acceptance within the period stated in them or, when no period is stated, within 30 days only after its date.
6. The Supplier reserves the right to refuse any order based on a quotation within seven days after the receipt of the order, by provision of written reasons to the Applicant.

Payment

7. Only payment by direct deposit, MasterCard, Visa, cheque or cash will be accepted by the Supplier, unless otherwise agreed.
8. If any cheque, credit card or other form of payment issued by the Applicant or by any third party in payment for goods is dishonoured, the Supplier:
 - (a) may reasonably refuse to supply any further goods (whether or not the Supplier is to make any further deliveries of goods) until satisfactory payment is received in full; and
 - (b) may treat the dishonour of the Applicant's payment as a repudiation of this application for commercial credit and to elect between terminating the contract or affirming it, upon the provision of written 48 hours' notice to the Applicant providing an opportunity to remedy the breach. The Supplier may claim its reasonable costs as result of any loss and damage caused by the repudiation.
9. The Supplier may, at its reasonable discretion and upon provision of written notice to the Applicant, require payment by means of an irrevocable letter of credit or bank guarantee in favour of the Supplier established by and with a bank in such form as is approved by the Supplier in writing, for goods ordered by the Applicant and delivered or to be delivered by the Supplier.
10. If the form of payment is an irrevocable letter of credit, that credit must be issued under and be governed by the International Chamber of Commerce *Uniform Customs & Practice for Documentary Credits 1993* (UCP 500).
11. Any letter of credit or bank guarantee must be drawn so that it is payable in full not later than 30 days after written advice that goods subject of any order by the Applicant have been delivered by the Supplier in accordance with that order.
12. The Applicant must advise the Supplier by facsimile, email or letter of the relevant payment details not later than fifteen (15) days prior to the scheduled delivery date of the goods.

Jurisdiction

13. The Applicant acknowledges and agrees that this agreement shall be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
14. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
15. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges

16. The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
17. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
18. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder, upon written notice and demand to the Applicant (in the event that there is no default by the Applicant in carrying out its obligations hereunder).

19. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security interest (including a security interest as defined in the Personal Properties and Securities Act 2009 (PPSA)) over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this agreement. The Supplier may, at its election and upon the provision of written notice vary the terms of such previous charges, mortgages and other securities to reflect the terms therein.

Purpose of credit

20. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

21. Quotations made by the Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it upon provision of written reasons to the Applicant. Only written acceptance by the Supplier of the Applicant's offer shall complete a contract.
22. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.

Costs of packing and other expenses

23. The cost of any special packing or materials used in relation to the goods are at the Applicant's expense.

Formulae

24. The descriptions, illustrations and performances contained in the Supplier's catalogues, price lists and other advertising material do not form part of any contract of sale of the goods or of the description applied to the goods.
25. Where formulae are supplied by the Applicant:
 - (a) the Applicant is fully responsible for the accuracy and detail of the formulae, and the Supplier will not be responsible for any loss or damage suffered by the Applicant in respect of goods supplied and based on the Applicant's formulae which are either unsuitable or unusable for any reason, or are not of sufficient quantities for the Applicant's intended use or purpose;
 - (b) the Supplier may refuse any order where, in its reasonable opinion, the Applicant has failed to provide sufficient detail in the formulae to enable the Supplier to provide the requested goods;
 - (c) the Applicant warrants its formulae do not infringe any copyright or other intellectual property of any third party, and the Applicant hereby indemnifies the Supplier against any costs suffered by or claims or proceedings made against the Supplier arising from its use of the formulae supplied by the Applicant;
 - (d) the Supplier's price is made on estimates of quantities required based on the formulae. If there are any adjustments to the formulae by the Applicant that results in a change of quantities above or below the quantities estimated by the Supplier and set out in a quotation, then any such increase or decrease are to be adjusted on a unit rate basis according to the Supplier's then prevailing price list;
 - (e) notwithstanding anything else contained in these terms and conditions, the Supplier will not be under any obligation to accept any changes to the formulae once it has placed an order for any special materials that may be required to fulfil an order or manufacture of the goods has commenced; and
 - (f) no error or mis-description by the Applicant will vitiate the contract between the Supplier and the Applicant for the supply of goods, and the Applicant will be bound to take the goods ordered and pay for them without deduction or set-off of any kind (unless agreed to by the Supplier and Applicant in writing).

Performance

26. Any performance values or specifications given by the Supplier are estimates only and the Supplier will reasonably endeavour to ensure any performance values or specifications given by the Supplier are correct. The Supplier is under no liability for damages for failure of the goods to attain such values or meet such specifications unless specifically guaranteed in writing. Any such written guarantee is subject to the recognised tolerances applicable to such values or specifications.

Delivery

27. The delivery times made known to the Applicant are estimates only and the Supplier is not liable for late delivery or non-delivery. Time will not be of the essence for this credit application and any delay in delivery will not constitute grounds for cancellation of this contract by the Applicant.
28. In the absence of specific instructions from the Applicant, the Supplier will select the point of shipping it considers to be reasonable. For all domestic orders with a FIS will only exist if agreed to by the supplier.
29. Where the Applicant requires an alternate carrier, or where goods are shipped on a 'freight charges collect' basis, all responsibility for goods during transit passes to the Applicant immediately upon receipt of the goods by the nominated carrier.
30. Individual freight arrangements will need to be made for the shipment of dangerous goods. The FIS incentive mentioned in clause 28 does not apply in these circumstances.
31. The Supplier may, by written agreement with the Applicant, deliver the goods to the Applicant in any number of instalments.
32. If the Supplier delivers any of the goods by instalments, and any one of those instalments is defective for any reason:
 - (a) it is not a repudiation of any contract of sale formed by these conditions; and

- (b) the defective instalment is a severable breach that gives rise only to a claim for compensation.
33. The Applicant is responsible for providing adequate facilities for unloading of the goods at the place specified by the Applicant.
34. The Supplier is not liable for any loss, damage or delay occasioned by the Applicant or its customers arising from late or non-delivery or late installation of the goods.

Loss or damage in transit

35. The Supplier is not responsible to the Applicant or any person claiming through the Applicant for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not the Supplier is legally responsible for the person who caused or contributed to that loss or damage).
36. The Supplier must provide the Applicant with such assistance as may be necessary to press claims on carriers so long as the Applicant:
- has notified the Supplier and the carriers in writing within 24 hours after loss or damage is discovered on receipt of goods; and
 - lodges a claim for compensation on the carrier within five (5) business days of the date of receipt of the goods.

Retention of title

37. Title in the goods does not pass to the Applicant until the Applicant has made payment in full for the goods and, further, until the Applicant has made payment in full of all the other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).
38. Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that property and title in the goods shall not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
39. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the goods with other similar goods.
40. The Applicant shall be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant shall sell as agent and bailee for the Supplier and the proceeds of sale of the goods shall be held by the Applicant on trust for the Supplier absolutely.
41. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of clause 40 hereof unless and until the funds held on trust are remitted to the Supplier.
42. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.
43. The Applicant will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 42. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
44. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods upon reasonable notice to the Applicant, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
45. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

Fitness for purpose

46. The Applicant is fully responsible for determining the suitability and fitness for purpose of goods ordered and the Supplier, to the extent allowable at law, makes no warranties as to suitability or fitness for purpose of goods unless specifically warranted in writing.

Storage

47. The Supplier reserves the right to make a reasonable charge for storage if:
- the Applicant notifies the Supplier that it is unable to take delivery of the goods at the initial delivery time, whereupon the Supplier will be entitled to charge storage fees to the Applicant in respect of the goods held for delivery by the Supplier from the initial delivery date to the date of actual delivery at normal commercial rates prevailing at that time; or
 - delivery instructions are not provided by the Applicant within seven (7) days of a request by the Supplier for such instructions, whereupon the Supplier may charge for storage from the seventh day after the Supplier requests the Applicant to provide delivery instructions.

Returned goods

48. The Supplier is not under any duty to accept goods returned by the Applicant, and will do so only on terms to be agreed in writing in each individual case.
49. If the Supplier agrees to accept returned goods from the Applicant under clause 48, the Supplier will be entitled to charge a restock fee of 10% of the purchase price of the goods.
50. If the Supplier agrees to accept returned goods from the Applicant under clause 48, the Applicant must, at its cost, return the goods to the Supplier at the Supplier's place of business.
51. Non-standard equipment made to special order cannot be credited under any circumstances. Inward freight, packing and delivery charges are the responsibility of the Applicant.
52. Unless otherwise agreed, goods returned under clause 48 may be subject to a restock fee. All goods with a net value in excess of \$200 may be subject to a restock fee of 10 percent of the purchase price of the goods.

53. Goods returned must be accompanied by a delivery docket stating the original invoice number, date of purchase and reason for return.

Cancellation

54. No order may be cancelled or changed except with consent in writing and on terms that will indemnify the Supplier against all liabilities, expenses and loss suffered by it, either directly or indirectly, as a result of, or in connection with, the said cancellation or changes.

Cancellation of terms of credit

55. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice to the Applicant.
56. Upon cancellation without notice all liabilities incurred by the Applicant become due and payable to the Supplier within seven (7) days.

Indemnity

57. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim that arises out of the goods and services supplied under this agreement. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information

58. The Applicant undertakes to comply with any reasonable written request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
59. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Corporations

60. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

Trustee capacity

61. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
- the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
 - the Applicant has the right to be indemnified out of trust assets;
 - the Applicant has the power under the trust deed to sign this agreement; and
 - the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
62. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

63. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
64. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

65. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver

66. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.
67. Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by the Supplier and the Applicant):
- under section 95 to receive notice of intention to remove an accession;
 - under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
 - under section 121(4) to receive a notice of enforcement action against liquid assets;
 - under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
 - under section 130 to receive a notice to dispose of goods;
 - under section 132(2) to receive a statement of account following disposal of goods;
 - under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
 - under section 135 to receive notice of any proposal of the Supplier to retain goods;
 - under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
 - under section 142 to redeem the goods;
 - under section 143 to reinstate the security agreement; and
 - under section 157(1) and 157(3) to receive a notice of any verification statement.

Costs

68. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant under this agreement. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
69. The Applicant will pay the Supplier's reasonable costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis as a result of any default under this agreement.
70. The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.
 - (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 43 and 69.
 - (b) Secondly, in payment of any interest incurred in accordance with clause 76.
 - (c) Thirdly, in payment of the outstanding invoice(s).
71. In circumstances where the Supplier seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (these terms being consistent with the terms defined in the PPSA), payments received from the Applicant will be allocated in a manner at the Supplier's absolute and unfettered discretion, so as to attribute, to the greatest extent possible, the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which the Supplier seeks to enforce its purchase money security interest.
72. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.
73. Payments allocated (and/or reallocated) under clause 71 and/or 72 will be treated as though they were allocated or reallocated, respectively, in the manner determined by the Supplier on the date of receipt of payment.

Taxes and duty

74. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
75. If as a result of:
 - (a) any legislation becoming applicable to the subject matter of this agreement; or
 - (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on 48 hours' written demand.

Interest rates

76. The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

Set-off

77. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Applicant in writing.
78. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

79. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.
80. In relation to the supply of goods, the Supplier's liability is limited to:
 - (a) replacing the goods or supplying similar goods;
 - (b) repairing the goods;
 - (c) providing the cost for replacing the goods or for acquiring equivalent goods; and
 - (d) providing the cost for having the goods repaired.
81. In relation to the supply of services, the Supplier's liability is limited to:
 - (a) supplying the service again; or
 - (b) providing for the cost of having the services supplied again.

82. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant as a result of the goods and/or services supplied under this agreement.
83. The Applicant will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Applicant under the PPSA.
84. The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
85. The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
86. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, with notice, and without being in any way liable to the Applicant or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
87. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions of the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

88. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
89. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

90. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant. The Applicant will be provided with fourteen (14) days to accept the variation/s, failing which the variations may be deemed accepted by the Supplier. Any reasonable requests to vary the terms will be considered by the Supplier.
91. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request by provision of written reasons.
92. Variations requested by the Applicant will only be binding upon the Supplier if they are accepted in writing.

Consent to register

93. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
94. Unless otherwise agreed to in writing by the Supplier, the Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire agreement

95. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Applicant in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
96. In circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein.

Privacy Act

97. The Applicant agrees to the terms of the *Privacy Act 1988* authorisation contained in this document.

PRIVACY ACT 1988 AUTHORISATION

To enable the Supplier to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise the Supplier to obtain:

1. from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier (section 18K(1)(a) of the *Privacy Act 1988*);
2. a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (section 18K(1)(b) of the *Privacy Act 1988*); and
3. a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Supplier (section 18L (4) of the *Privacy Act 1988*).

The Applicant authorises the Supplier to provide certain personal information about the Applicant under section 18E(8)(c) of the *Privacy Act 1988*. The information which may be given to an agency is covered by section 18E(1) of the *Privacy Act 1988* and includes:

1. the fact that application for credit has been made;
2. the fact that the Supplier is a credit provider to the Applicant;
3. payments which become overdue more than 60 days;
4. advice that payments are no longer overdue;
5. cheques drawn by the Applicant in excess of \$100 that have been dishonoured more than once;
6. in specified circumstances, that in the opinion of the Supplier the Applicant has committed a serious credit infringement;
7. that the credit provided to the Applicant by the Supplier has been discharged.

In accordance with section 18N(1)(b) of the *Privacy Act 1988*, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

The Applicant hereby applies for the opening of an account and provides the above information in support thereof.
 I am/We are authorised to sign this credit application form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			
Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

FOR COMPLETION BY THE SUPPLIER

The Applicant's credit application is accepted. Signed for an on behalf of the Supplier.

Signature		Position	
Name (print)		Date	

ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS
 (supplier to nominate)

DEED OF GUARANTEE & INDEMNITY

To **SecurIT Solutions Pty Ltd**

(Supplier)

Name		Address	
Name		Address	

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

Jurisdiction

1. The Guarantors acknowledge and agree that this Guarantee and Indemnity is governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
2. The parties to this Guarantee and Indemnity submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

3. In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

4. The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a Court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
5. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and shall be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
6. Where two or more persons execute this Guarantee and indemnify the guarantees, covenants and obligations in this Guarantee and Indemnity given or undertaken by the Guarantors shall be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier shall be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
7. The Supplier shall have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, as if the primary liability for any money owing was the Guarantors' own. Further the Suppliers shall have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
8. This Guarantee and Indemnity shall continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Applicant.
9. This Guarantee and Indemnity is without prejudice to and shall not be affected by nor shall the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - (a) any other security taken by the Supplier from the Applicant or from any other person;
 - (b) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors or any one or more of the Guarantors;
 - (c) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this Guarantee and Indemnity; or
 - (d) any person named in this Guarantee and Indemnity as Guarantor failing to execute this Guarantee and Indemnity or failing or ceasing to be bound by the terms of this Guarantee and Indemnity.

Right of subrogation

10. In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors shall not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.
11. In the event of the Applicant going into liquidation, the Guarantors shall be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

Insolvency of Applicant

12. No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise shall, for the purpose of this Guarantee and Indemnity, be considered as discharging or diminishing the Guarantor's liability and this Guarantee and Indemnity shall continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

Costs

13. The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
 - (a) the account of the Applicant;
 - (b) this Guarantee and Indemnity;
 - (c) any other security in respect of the indebtedness of the Applicant to the Supplier;
 - (d) the preparation, completion and stamping of this deed; or
 - (e) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed;
 and the same shall be part of the monies secured by this deed.
14. The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
15. The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

Variation

16. The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this Guarantee and Indemnity.
17. The Guarantors agree that this Guarantee and Indemnity shall not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this Guarantee and Indemnity.

Severance

18. If any provision of this Guarantee and Indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

Security/charge

19. The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
20. The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
21. This Guarantee and Indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.

Privacy Act

22. The Guarantors agree to the terms of the *Privacy Act 1988* authorisation contained in this document.

Dated

Signed, sealed and delivered by the guarantor	Signature		Name	
			Position	
	Witness signature		Name	

Signed, sealed and delivered by the guarantor	Signature		Name	
			Position	
	Witness signature		Name	