

# TERMS & CONDITIONS OF TRADE

1. Should it be considered necessary by Total Building Systems Pty Ltd (ACN 152 993 274) ("TBS") to incur legal and/or other expenses including such expense to any agency in obtaining or attempting to obtain payment of any amount due by the applicant, the applicant is liable for the payment of those expenses.
2. Interest at current bank overdraft rates may be charged on any overdue amount on the account and the applicant expressly undertakes to pay all such interest.
3. Property in the goods supplied shall remain vested in TBS. Notwithstanding the foregoing, the goods are at the entire risk of the applicant from the time of delivery. In the event that the applicant defaults in the payment of monies owing hereunder, TBS and its employees or agents shall have the right to enter without notice upon the applicant's premises or any other premises where the goods are known to be located to repossess the good and for this purpose the applicant shall grant reasonable access rights and TBS and its employees or agents shall be entitled to do all things required to secure repossession.
4. TBS reserves the right to cancel any trading arrangements without prior notice to the applicant.
5. The applicant and/or the guarantors hereby agree to charge all of its property (both real and personal) in favour of TBS to secure any sum at any time owing by the applicant to TBS, and the applicant and/or the guarantors:-
  - 6.1 authorises TBS to lodge a caveat over any real estate owned by the applicant and/or the guarantors; and
  - 6.2 undertakes to enter into a mortgage on such terms and conditions as TBS deems fit.
6. The applicant/and or the guarantors consent to TBS at the cost of the applicant and/or the guarantors doing whatever TBS considers necessary at any time to register (including registering a financial statement and/or a financing change statement), perfect (with the priority required by TBS) or enforce any security interest (including as a purchase money security interest or a Lease pursuant to the Personal Property Securities Act (PPSA)) that arises under this agreement or any other agreement with the applicant and/or the guarantors and/or in respect of any personal property of TBS. The applicant and/or the guarantors must execute any documents, provide any information and otherwise assist TBS as required by the applicant and/or the guarantors at any time to enable TBS to do anything contemplated by this clause. In accordance with s157(3) of the PPSA the applicant and/or the guarantors waive their right to receive notice of a verification statement in respect of a registration event. In accordance with s115 of the PPSA TBS and the applicant and/or the guarantors contract out of the provisions to the extent such provisions grant rights in favour of the applicant and/or the guarantors or create obligations upon TBS in accordance with and pursuant to the PPSA.

7. Without limiting any other clause in this agreement the applicant and/or the guarantors as a security for the performance of its obligations to TBS under this agreement, charge in favour of TBS all and any real and personal property owned by the applicant and/or the guarantors at any time and wherever situated for an amount equal to the full amount of all other monies payable under this agreement or otherwise owing by the applicant and/or guarantors to TBS. The applicant and/or the guarantors acknowledge that this agreement creates a security interest in respect of the aforesaid personal property for the purposes of the PPSA and consents to TBS registering such security interest on the register established by the PPSA and the applicant and/or the guarantors shall provide all information and assistance reasonably requested by TBS to enable and maintain such registration.

I/we acknowledge and accept the "Terms and Conditions of Trade" provided and agree to abide by the terms. Furthermore, I/we certify the information given by me/us is true and complete.

Signature of Applicant or Authorised Representative \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Witness' Signature \_\_\_\_\_

Witness' Name \_\_\_\_\_

Witness' Address \_\_\_\_\_

## NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Subject to the provisions of the Privacy Act 1988 ("the Act") TBS may give a credit reporting agency personal information about your credit application.

If TBS considers it relevant to assess an application by me/us for credit, I/we agree to TBS obtaining from a credit reporting agency or a business which provides information about the credit worthiness and activities.

If TBS consider it relevant to collect overdue payments in respect of credit provided to me, I/we agree to TBS receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

I/we agree that TBS may give to and seek from any credit providers listed in this credit application as credit references or bankers or other such credit providers as TBS may choose and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit including information about my/our credit worthiness and activities that credit providers are allowed to give or receive from each other under the Act.

I/we understand the information may be used for the following purposes:-

- to assess an application by me/us for credit;
- to notify other credit providers of a default by me/us; and
- to exchange information with other credit providers where I/we am/are in default with other credit providers.

I/We agree that our credit supplier(s) or their agent may obtain my/our credit report from a credit reporting agency to assist TBS in relation to my/our application for credit with TBS.

Signature of Applicant or authorised representative \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Witness' Signature \_\_\_\_\_ Witness' Name \_\_\_\_\_

Witness' Address \_\_\_\_\_

## GUARANTEE & INDEMNITY

In consideration of TBS making available to the applicant credit terms of that application, I/we the undersigned (and if more than one jointly and severally) as Director(s) and/or person(s) interested in the undertaking of the applicant irrevocably guarantee the due performance and observance by the applicant of the accommodation for credit which TBS has made available to the applicant irrespective of whether or not such accommodation for credit shall be secured in TBS's favour by the applicant and I/we hereby irrevocably agree to indemnify TBS against all losses, damages, costs and legal, collection and repossession expenses which may be incurred to TBS by reason of any default on the part of the applicant in performing and observing the agreements and the obligations of the applicant pursuant to the application for credit. It is acknowledged that this is a continuing guarantee/indemnity and that TBS may enforce its right against a Guarantor without first having to resort to another guarantee or other agreement. Each Guarantor acknowledges that this Guarantee is a principal and independent obligation and is not ancillary collateral or limited by reference to any other obligations and each Guarantor waives any right it may have to require TBS to proceed against or enforce any other right or security or claim payment from any other person before claiming from any Guarantor.

As security for the obligations and liabilities of the Applicant the Guarantor charges for the due and punctual payment and performance of these obligations and liabilities all of its legal and equitable interest (both present and future) of whatever nature held in any and all real property and unconditionally consent to the lodgement of a caveat noting the interest of TBS in any real property as a consequence of such Guarantee and without limiting the generality of the foregoing the Guarantor agrees at the request of TBS to execute any documents and do anything necessary to register a mortgage or other security over the real property of the Guarantor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Guarantor's Signature \_\_\_\_\_

Full Name of Guarantor \_\_\_\_\_

Witness' Signature \_\_\_\_\_

Witness' Name \_\_\_\_\_

Witness' Address \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_

Full Name of Guarantor \_\_\_\_\_

Witness' Signature \_\_\_\_\_

Witness' Name \_\_\_\_\_

Witness' Address \_\_\_\_\_