



ABN 72009 874 426

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SALES TECHNICIAN:

CREDIT APPLICATION

THE APPLICANT:

REGISTERED BUSINESS NAME

TRADING ADDRESS

POSTAL ADDRESS

PHONE.....**FAX NO:**.....**EMAIL**.....

TYPE OF ORGANISATION: (e.g. company, partnership, sole trader etc.)

COMPANY A.B.N.:

ALL DIRECTORS NAMES (in full):

.....

.....

TYPE OF BUSINESS CONDUCTED:.....

DATE ESTABLISHED.....

CREDIT LIMIT REQUIRED (tick the box) **< \$5,000:** , **< \$10,000:** , **< \$20,000:** , **> \$20,000:**

Security Offered: Unsecured: , **Deposit with order:** ; **Bank Guarantee:** , **Director's Guarantee:** , **Other:**

TRADE REFERENCES: (Please include one (1) only Steel supplier) **MUST PROVIDE 4 REFEREES**

1.Phone:..... Fax:.....

2.Phone:..... Fax:.....

3.....Phone:..... Fax:.....

4.Phone:..... Fax:.....

BANK REFERENCE:.....

WARNING. You should carefully examine the various terms and conditions attached hereto.

It is understood that should a credit facility be allowed, the account will be conducted in accordance with terms and conditions of credit, terms and conditions of sale and privacy provisions herewith. **PAYMENT WILL BE DUE ON OR BEFORE THE DUE DATE SHOWN ON THE STATEMENT OR INVOICE.** The completion of this application constitutes an offer by you and you acknowledge that you have read understood, and agree to abide by the terms set out below. Please note the terms and conditions of credit and/or sale may be varied by written notice from time to time. The terms and conditions of sale include retention of title provisions which provide that the applicant whether a company, partnership, sole trader or individual/s acknowledges that the ownership of goods shall remain with Rockpress until such time that the goods are paid for in full. The Applicant acknowledges and agrees that if material matters affecting the Applicant's business or account should occur, the Applicant has a duty to disclose to Rockpress of all facts relevant to affecting a decision of Rockpress to maintain a credit facility for the Applicant.

TERMS AND CONDITIONS OF CREDIT

- 1) The applicant(s) named in this credit application ("the Applicant") supplies the information contained in this application for the sole purpose of obtaining a commercial credit account with Rocklea Pressed Metal Pty Ltd ABN 72 009 874 426 (hereinafter referred to as "Rockpress"). Should the account be granted and subject to the other terms and conditions contained herein the Applicant agrees to pay for all purchases within thirty (30) days of the close of the month of purchasing;
- 2) If the Applicant has entered into this arrangement as trustee the Applicant agrees that he/she/it is liable in both a personal capacity and as trustee of the trust.
- 3) The Applicant agrees to pay interest at the rate of 2% per annum above the Australian cash rate set by the Reserve Bank of Australia from time to time on any overdue amount, and further agrees to pay any collection expenses, including collection agent's costs, legal costs on an indemnity basis, incurred in attempting to recover or recovery of such overdue amount, and such interest and expenses may be recovered as a liquidated debt.
- 4) The Applicant and each principal of the Applicant hereby agrees and consents to the registration of a 'purchase money security interest' or other 'security interest' (pursuant to the terms of the Personal Property & Securities Act 2009 (Cth) ("the PPS Act") in favour of Rockpress and charges with the payment of all moneys owed to Rockpress on any account whatsoever and/or in compliance with the obligations owed by the Applicant to Rockpress, all beneficial interest (freehold and leasehold) in land or personal property held now or in the future by the Applicant and each principal of the Applicant. Each principal of the Applicant, agrees that, if a demand is made upon it, him or her by Rockpress, each principal of the Applicant, will immediately sever any joint tenancy in property, execute a mortgage or other instrument of security, and consent to a caveat, as reasonably required by Rockpress, and if they fail to do so within a reasonable time (in the circumstances) of being requested, the Applicant, irrevocably and by way of security appoints any credit manager or solicitor engaged by Rockpress to be its, his or her true and lawful attorney to execute and register such security instrument(s). This power of attorney is given by way of security and as such will not lapse or be capable of being withdrawn. Further, if Rockpress commences proceedings in any court of competent jurisdiction to keep any caveat lodged pursuant to this clause from lapsing, the Applicant or, if applicable, each principal of the Applicant, will not defend or oppose any relief sought by Rockpress in such proceedings.
- 5) To the extent permitted by the PPS Act the parties agree to contract out of the following sections of the PPS Act:
 - a) to the extent that Rockpress is required to give notice to the Buyer: sections 95, 118, 121(4), 130 and 135; and
 - b) sections 125, 132(3)(d) and 132(4).
- 6) The Buyer waives its rights to receive notice from Rockpress of a registration event under section 157(1) of the PPS Act.
- 7) The law of Queensland shall apply to the terms of this application and all transactions howsoever arising therefrom, and any proceedings in respect of any cause of action arising out of the same shall, at the option of Rockpress, be instituted, heard and determined in a court of competent jurisdiction sitting in Brisbane, and such court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.
- 8) The Applicant agrees to be bound solely by the terms and conditions of sale attached to this application. Any inconsistent terms and conditions of purchase that may be incorporated in any order, acceptance or quotation or any other document delivered by the Applicant shall, unless those terms and conditions are agreed to in writing by your duly authorised representative, have no legal effect.
- 9) The signatories on this application hereby certify they are authorised to sign this application on behalf of the Applicant.
- 10) Rockpress may, at any time, without notice terminate or suspend the Applicant's right to purchase goods upon credit.
- 11) Rockpress may, from time to time, nominate or vary the amount of the Applicant's maximum limit of the credit account, and such amount may not be exceeded in any one month as from the month of giving notice of such nomination or variation to the Applicant.
- 12) Upon credit terms being cancelled, all amounts, including interest, owing by the Applicant to Rockpress shall become immediately due and payable.
- 13) A certificate signed by a director or Credit Manager of Rockpress or its nominee stating the sum due and owing by the Applicant at the date specified in the certificate shall be prima facie evidence that the sum so stated is the sum due and owing to Rockpress at that date.
- 14) The Applicant shall immediately inform Rockpress in writing of any change in the ownership, operation, legal entity or structure of the Applicant's business or of any change in the information provided in this application. Until such notification is received by Rockpress, the liability for unpaid amounts will remain with the Applicant as disclosed in this application.
- 15) The Applicant acknowledges that the credit account and account code provided to the Applicant are personal to the Applicant and shall not be assigned, transferred or made available by it for use by any other corporation, person or organisation. The Applicant further acknowledges that any goods ordered or purchased or services provided by use of the credit account or account code shall be paid by the Applicant.
- 16) Service of any notice on the Applicant, including service of originating court proceedings, may be effected on the Applicant by sending the notice / document to the Applicants last known business address by prepaid post in which event notice will be deemed to have been served 2 business days after it is posted.
- 17) Goods are supplied on a cash sale basis until the Applicant is notified in writing that the credit account has been approved for the Applicant's use.
- 18) If any clause or part of a provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining clauses shall not be affected, prejudiced or impaired.

TERMS AND CONDITIONS OF SALE

No agreement for the supply of goods and or services will exist between Rockpress and the Buyer except on these terms and conditions or as otherwise specifically agreed in writing between Rockpress and the Buyer. These Terms and Conditions exist to the exclusion of any general conditions of purchase which the Buyer may submit with an order.

1. **Acceptance of orders:**
 - 1.1 Rockpress reserves the right to accept or decline in whole or in part any order for goods placed by the Buyer.
 - 1.2 The agreement between Rockpress and the Buyer for the supply of goods commences on the date that Rockpress agrees to supply the goods ordered by the Buyer. This will not necessarily be at the time the order is initially received by Rockpress.
2. **Price:**
 - 2.1 Subject to the following and provided the Buyer accepts Rockpress' quote within 30 days of the quote the price of the Goods and or Services shall be Rockpress' quoted price.
 - 2.2 The prices quoted are subject to variation as notified by Rockpress from time to time in which case the price payable by the Buyer will be Rockpress's prices and charges in effect at the time of the Goods and Services being provided by Rockpress to the Buyer or collected by the Buyer, or such other price as is otherwise agreed between Rockpress and the Buyer.
 - 2.3 All prices quoted are exclusive of goods and services tax ("GST") or any other duty or taxes or other expenditure which is levied upon Rockpress in relation to the goods, including any that are introduced after the Buyer places its order. The Buyer shall pay any such charge, duty, impost or tax or other expenditure which is levied on Rockpress in relation to the goods, including any that are introduced after the Buyer places its order.
 - 2.4 Rockpress may establish a credit account for the Buyer with agreed terms for payment, and the Buyer hereby agrees to pay for goods ordered from Rockpress in accordance with those terms. Until the credit account has been established, the Buyer agrees to pay for the goods ordered prior to Rockpress commencing to manufacture or acquire the goods.
 - 2.5 If the Buyer fails to pay any amount to Rockpress when it is due, whether in accordance with an invoice or the terms of an account, or a Default Event occurs Rockpress may:
 - (a) charge interest on the amount owing from the date it becomes due at the rate of 2% per annum above the Australian cash rate set by the Reserve Bank of Australia from time to time;
 - (b) suspend further deliveries of goods to the Buyer until all amounts due, including any interest payable and costs, have been received by Rockpress; and
 - (c) terminate its agreement with the Buyer in relation to goods which have not been delivered or collected.Rockpress shall not be liable for any loss resulting from any such suspension or termination.
 - 2.6 The Buyer must pay Rockpress any costs that Rockpress reasonably incurs, including legal costs on an indemnity basis, in recovering any amounts which the Buyer owes to Rockpress.
3. **Delivery:**
 - 3.1 The method of transport used in delivery of goods to the Buyer will be at Rockpress's option unless the Buyer requests in writing a particular method of transport.
 - 3.2 Rockpress may either:
 - (a) make the goods ordered by the Buyer available for collection at Rockpress's premises;
 - (b) deliver the goods ordered by the Buyer to the Buyer's premises or a site nominated by the Buyer; or
 - (c) arrange for a cartage contractor to deliver the goods ordered by the Buyer to the Buyer's premises or to a site nominated by the Buyer.
 - 3.3 Goods ordered by the Buyer for collection will not be held at Rockpress's premises after the collection date. The collection date will be agreed by the Buyer and Rockpress at the time the Buyer places its order. Rockpress reserves the right to deliver the goods to the premises or site nominated by the Buyer, with all costs of the delivery by Rockpress or a cartage contractor to be borne by the Buyer.
- 3.4 The Buyer must also bear the costs of obtaining any permit or licence required or other additional costs for the transportation of goods.
- 3.5 The date of delivery is an estimated date only, and Rockpress shall be under no liability for any penalty or claim if the goods are not delivered by that date. Partial delivery shall be treated as a separate contract, and these conditions shall apply to each partial delivery made.
- 3.6 The Buyer must accept and pay for the goods notwithstanding any delay in their delivery or collection.
- 3.7 In the event that the Buyer's premises are unattended when Rockpress or a cartage contractor delivers the goods, the signature of the person who delivers the goods on the delivery docket shall be prima facie evidence that the goods were, in fact, delivered.
4. **Claim:**
 - 4.1 Subject to the law, Rockpress's obligations to the Buyer in respect of any breach of any term, warranty or condition of these Terms and Conditions of Sale (whether implied by statute or otherwise) shall, at Rockpress' option, be limited to:
 - (a) in the case of goods, the repair of the goods, the replacement of the goods or paying for the costs of repair or replacement of the goods; and
 - (b) in the case of services, the resupply of services or paying for the costs of resupplying services.
 - 4.2 The Buyer must notify Rockpress within two (2) days of delivery or collection if the Buyer believes that the goods supplied do not accord with those ordered by the Buyer. The Buyer must also notify Rockpress within two (2) days of receiving any invoice if the invoice contains any disputed charges. Failure to notify Rockpress within two (2) days will be deemed to be acceptance by the Buyer of the goods and/or the charges, and the Buyer must pay the full price for goods supplied.
 - 4.3 Subject to the law, Rockpress will not be liable to the Buyer or any other persons under any circumstances for any direct, incidental or consequential loss or damage (including loss of damage caused by negligence or wilful acts or default of Rockpress's employees or agents) whatsoever arising from a breach of any of these Terms and Conditions or any other statutory implied warranty, term or condition in relation to the goods and services.
 - 4.4 Subject to the law, Rockpress will not be liable for any costs, claims, damages or demands arising from personal injury, loss or damage to goods whatsoever occurring to the Buyer or its employees or agents by reason of:
 - (a) the goods or their design, production or processing; or
 - (b) the loading and delivery of the goods or any failure to deliver or delay in delivering the goods; or
 - (c) any act or omission of Rockpress, its servants and agents; or
 - (d) any statement or representation made by an employee or agent of Rockpress; or
 - (e) any tool or equipment hired out by Rockpress to the Buyerand in no case shall Rockpress be liable for consequential loss or damage.
 - 4.5 Subject to the law, Rockpress will not be responsible for the consequences of any technical advice given by its employees in relation to the design, specifications, installation or use of goods.
5. **Risk and Retention of Title:**
 - 5.1 The risk of any loss or damage to or deterioration of goods from any cause whatsoever passes from Rockpress to the Buyer when:
 - (a) the Buyer collects the goods, once the goods are fully loaded onto the Buyer's transport;
 - (b) Rockpress delivers the goods to a site nominated by the Buyer and the Buyer unloads the goods, when the Buyer begins unloading the goods; or
 - (c) Rockpress delivers the goods and unloads them at a site nominated by the Buyer, when Rockpress has finished unloading the goods.
 - 5.2 Title to and ownership of the Goods remains with Rockpress until the Buyer has paid for the Goods in full, including payment for any charge, duty, impost, tax, delivery charges, interest or costs. The Buyer consents and agrees that Rockpress may, at any time, register a 'purchase money security interest' or other 'security interest' pursuant to the PPS Act over the Buyer in respect of all goods

- supplied by Rockpress from time to time and all amounts owed by the Buyer to Rockpress from time to time, in order to protect Rockpress' rights, title and interest.
- 5.3 Until title to and ownership of the Goods passes to the Buyer, the Buyer holds the Goods for Rockpress as bailee. The Buyer must not create any form of encumbrance over the goods which is inconsistent with Rockpress's title to and ownership of the Goods.
 - 5.4 Until Rockpress has received full payment of all moneys due to Rockpress, the Buyer shall keep the Goods as a fiduciary for Rockpress, showing Rockpress's ownership clearly and, if required, deliver up the Goods to Rockpress, and Rockpress shall be entitled to enter the premises of or in the control of the Buyer without notice to take possession of the goods.
 - 5.5 If, before, property in the Goods has passed to the Buyer and the Buyer sells or otherwise deals with any interest in the Goods in any form to a third party, the Buyer solely does so as trustee for Rockpress, and shall keep separate and hold on trust for Rockpress all proceeds and property purchased with such proceeds, and assigns to Rockpress the benefit of any claim against such third party.
 - 5.6 The Goods shall be stored in such a fashion to protect them from damage or loss.
 - 5.7 If the Buyer sells any of the Goods for which payment required to be made under these terms and conditions has not been made to Rockpress in full, at the option and request of Rockpress, the Buyer shall assign to Rockpress all its rights in respect of the sale price thereof, and will hold the proceeds of the sale on trust for Rockpress. Upon exercise of such option, the Buyer, by way of security, appoints any Credit Manger or director of Rockpress or any solicitor engaged by Rockpress to be its, his or her true and lawful attorney to execute and register such instrument to give effect to that assignment.
 - 5.8 If any of the Goods are damaged or destroyed prior to title passing to the Buyer, Rockpress shall be entitled to receive all insurance proceeds payable in respect of the Goods.
- 6. Weights and Tolerances:**
- 6.1 The Goods shall be accepted by the Buyer if they comply with:
 - (a) the tolerances contained in the specifications of the relevant Australian Standard or;
 - (b) the tolerances which are commercially acceptable in the industry.
 In the event of an ambiguity or discrepancy between the above tolerances, the broader tolerance shall be applicable.
- 7. Drawings:**
- 7.1 All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in any catalogues, price lists or other advertising material of Rockpress are approximate only, and are only intended by Rockpress to be a general description. Rockpress reserves the right to produce goods with such minor modifications from its drawings and specifications as it sees fit. Rockpress provides the Buyer with access to samples solely to enable the Buyer to assess the quality of the goods. Rockpress will not be liable to the Buyer for any loss or damage suffered by the Buyer as a result of the Buyer relying on any such specifications, illustrations, drawings, data, dimensions, weights or the characteristics of any sample.
 - 7.2 Interpretation of drawings shall be from the original full-size drawings held by Rockpress. Rockpress shall not be responsible for any error due to facsimile or photocopy or photocopy production.
 - 7.3 If the Buyer requests Rockpress to produce goods in accordance with the Buyer's own designs, specifications or drawings, then, provided the special products are produced in accordance with those designs, specifications or drawings, Rockpress will not be responsible for any failure of, unfitness of or damage caused by the products.
 - 7.4 If the Buyer requests Rockpress to process the Buyer's materials, Rockpress does not give any warranty that the material supplied by the Buyer is suitable for such processing.

- 7.5 Rockpress will not be liable for any failure of or unfitness of or damage caused by the Buyer's materials at any time during or after processing by Rockpress. The Buyer must bear any additional expense of the cost of any delay in relation to the processing which is caused by any defect in the Buyer's materials.
- 8. Indemnities:**
- 8.1 A Buyer, its servants, agents or employees who enter Rockpress's premises for the purpose of ordering or collecting goods does so at his own risk. Rockpress will not be liable for any damage caused by any acts or omissions whatsoever, and the Buyer indemnifies Rockpress against all claims, demands or suits made by any person attending the premises of Rockpress with or on behalf of a Buyer, its agents, servants or employees.
 - 8.2 The Buyer indemnifies Rockpress against any claim, demand or suit arising out of Rockpress's use or reliance upon any design, drawings or specifications provided to Rockpress by the Buyer.
 - 8.3 The Buyer must indemnify Rockpress against any liability for infringement of any patent or registered design.
 - 8.4 The Buyer indemnifies Rockpress against any claim, demand or suit arising out of any loss or damage caused by or during the processing of materials supplied by the Buyer to Rockpress.
 - 8.5 The Buyer must indemnify Rockpress against any claim, demand or suit arising out of any loss or damage caused by a tool or equipment or the use of a tool or equipment hired out by Rockpress to the Buyer.
- 9. Definitions and General Matters:**
- 9.1 "Buyer" means the person, partnership, corporation or legal entity which places an order with Rockpress for the supply of goods and or services.
 - 9.2 "Default Event" means any of the following: the Buyer becoming insolvent, the Buyer convening a meeting of creditors, the Buyer proposing to enter into an arrangement with creditors, or making an assignment for the benefit of its creditors, a receiver manager or liquidator (provisional or otherwise) being appointed to the Buyer or any asset of the Buyer, or a judgement in excess of \$5,000 being obtained against the Buyer.
 - 9.3 "Goods" means the products requested by the Buyer in its order, and includes, but is not limited to, products produced by Rockpress which the Buyer requests Rockpress to produce according to a design, drawing or specification provided to Rockpress by the Buyer and goods and materials which the Buyer requests Rockpress to process, purchase or supply.
 - 9.4 "Order" means a verbal or written request by a Buyer to Rockpress for Rockpress to supply the Buyer with products, goods or services.
 - 9.5 "Services" means any services provided by Rockpress to the Buyer howsoever related to the supply of goods, and includes, but is not limited to, delivery of goods, designing, advice or recommendations.
 - 9.6 Rockpress may vary or waive these terms and conditions, and will notify the Buyer in writing of any variation or waiver.
 - 9.7 Rockpress will make every reasonable effort to perform its obligations under any agreement entered into with a Buyer in accordance with these terms and conditions.
 - 9.8 If any clause or part of a provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining clauses shall not be affected, prejudiced or impaired.
 - 9.9 If Rockpress is unable to perform its obligations, or performance is prevented, restricted or affected by a force majeure, including strike, lockout, industrial dispute (other than a strike, lockout or industrial dispute of the Buyer), raw material shortage, breakdown of plant, transport or equipment or any other cause beyond Rockpress's reasonable control, Rockpress will not be liable to the Buyer for any delay in its performance.

Privacy Provisions

1. The Applicant / Buyer and the Guarantor/s acknowledge and agree to allow Rockpress to obtain from a credit-reporting agency a credit report containing personal credit information about each of them in relation to the credit provided by Rockpress.
2. The Buyer and/or the Guarantor/s agree that Rockpress may exchange information about the Buyer and Guarantor/s with those credit providers named in the application or named in a consumer credit report issued by a reporting agency for the following purposes:
 - 2.1. To assess an application by the Applicant;
 - 2.2. To exchange information with other credit providers as to the status of this credit account, where the Applicant / Buyer is in default with other credit providers; and
 - 2.3. To assess the credit worthiness of the Buyer and/or Guarantor/s.
3. The Applicant / Buyer and Guarantors consents to:
 - 3.1. Rockpress being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1) *Privacy Act 1988 as amended*).
4. The Applicant / Buyer agrees that personal data provided may be used and retained by Rockpress for the following purposes and for other purposes as shall be agreed between the Applicant / Buyer and Rockpress or required by law from time to time;
 - 4.1. Provision of goods & services;
 - 4.2. Marketing of goods and or services by Rockpress, its agents or distributors in relation to the goods and services;
 - 4.3. Analysing, verifying and/or checking the Applicant's / Buyer's credit, payment and/or status in relation to the provision of goods or services;
 - 4.4. Processing of any payment instruction, direct debit facilities and/or credit facilities requested by the Applicant / Buyer; and
 - 4.5. Enabling the daily operation of the Applicant's / Buyer's account and/or the collection of amounts outstanding in the Applicant's / Buyer's account in relation to the Goods and Services.
5. Rockpress may give information about the Applicant / Buyer and or the Guarantor to a credit-reporting agency for the following purposes:
 - 5.1. To obtain a consumer credit report about the Buyer; and/or
 - 5.2. Allow the credit-reporting agency to create or maintain a credit information file containing information about the Applicant / Buyer and or Guarantor.

The Applicant acknowledges receiving, reading, understanding and after having had the opportunity to obtain its or their own legal advice, accepts the Terms and Conditions of Credit, the Terms and Conditions of Sale and the Privacy Provisions and executes this document as a deed.

Signed Sealed and Delivered by the said

Applicant Signature	Name and position	Witness Signature	Witness Name	Date
Applicant Signature	Name and position	Witness Signature	Witness Name	Date

Rockpress Use: Accepted / Rejected. Signed: _____ Name: _____ Date: _____

GUARANTEE AND INDEMNITY

BETWEEN: Rocklea Pressed Metal Pty Ltd ABN 72 009 874 426 (and all companies that are subsidiaries, successors, associates and related corporations of it (hereinafter referred collectively to as "Rockpress").

AND:.....

of.....

(hereafter referred to as the "Guarantor" or the "Guarantors").

OPERATIVE PART

In consideration of Rockpress agreeing to provide credit and goods and services from time to time to the parties named as the applicant in the attached credit application hereinafter referred to as "the Debtor" in this Guarantee and Indemnity, the Guarantors jointly and severally agree as follows:

1. To guarantee to Rockpress the payment by the Debtor for all moneys owing to Rockpress from time to time including moneys for all goods and services as have been or may be supplied from time to time to the Debtor and, notwithstanding that the Guarantors shall not have notice of any neglect or omission on the part of the Debtor, to pay for such goods and/or services according to the terms agreed upon by Rockpress and the Debtor.
2. This Deed shall be construed as a continuing guarantee, and the Guarantors acknowledge that the obligation under and pursuant to this Deed on the part of the Guarantors shall not be exonerated in whole or in part, and the rights, interests and benefits of Rockpress shall not be prejudiced nor adversely affected by any one or more of the following:
 - 2.1 neglect or forbearance by Rockpress in endeavouring to obtain the due and punctual performance or observance by the Debtor of the obligations of the Debtor under any credit facility or any terms and conditions;
 - 2.2 time or other indulgence given by Rockpress to the Debtor;
 - 2.3 any arrangement between Rockpress and the Debtor whereby the terms of any credit facility are extended or any terms and conditions or any credit facility are varied;
 - 2.4 any credit facility or any terms and conditions or any provision or part of a provision of those documents being or becoming void, defective or informal or otherwise unenforceable for any reason;
 - 2.5 any provision or part of a provision of this Deed being or becoming void, defective or informal or otherwise unenforceable for any reason;
 - 2.6 the exercise by Rockpress of any of its remedies at law and in equity against the Debtor for breach of the provisions of any credit facility or any terms and conditions;
 - 2.7 any change in the composition of members or directors of the Debtor;
 - 2.8 the insolvency or liquidation of the Debtor.
3. The obligations of the Guarantors shall not be determined or discharged wholly or in part by the death of one or more of the Guarantors.
4. The Guarantors waive all rights of surety (legal, statutory, equitable or otherwise) which are inconsistent with the provisions of this Deed.
5. The Guarantors waive in favour of Rockpress all rights against the Debtor and Rockpress and their respective assets insofar as it is necessary to give full effect to the provisions of this Deed.
6. If the Debtor is wound up, the Guarantors shall not prove in the liquidation in competition with or in priority to Rockpress, and the Guarantors authorise Rockpress to prove for all moneys owing by the Debtor to the Guarantors on any account.

Debtor to Rockpress, including all legal fees and expenses incurred by Rockpress in enforcing the terms of this Guarantee.

8. Rockpress may at any time or from time to time issue a notice to the Guarantors specifying the nature and extent of the amount in respect of which the Debtor is for the time being in default.
9. No moneys payable by the Guarantors to Rockpress shall be dealt with by Rockpress otherwise than for the purpose of indemnifying Rockpress of the amount of loss suffered directly for or in connection with the default of the Debtor.

GENERAL

10. The Guarantors hereby charge with payment of any moneys owing pursuant to this Guarantee all beneficial interests (freehold and leasehold) in land or personal property held now or in the future by the Guarantors. The Guarantors agree that, if demand is made upon them by Rockpress, the Guarantors will immediately sever any joint tenancy in property, execute a mortgage or other instrument of security or consent to a caveat, as required by Rockpress, and if they fail to do so within a reasonable time of being so requested, the Guarantors irrevocably and by way of security appoint any director, Credit Manager or solicitor engaged by Rockpress to be their true and lawful attorney to execute and register such instruments. Further, if Rockpress commences proceedings in any court of competent jurisdiction to keep any caveat acquired pursuant to this clause from lapsing, the Guarantors will not defend or oppose any orders sought by Rockpress in such proceedings.
11. The Guarantors acknowledge that Rockpress has advised them to seek independent legal advice as to the effect of the provisions of this Guarantee prior to completion of the Guarantee.
12. The Guarantors agree to pay all stamp duty assessed on this Deed by the Office of State Revenue.
13. This Deed shall be construed and shall take effect as a Deed made in the State of Queensland and in accordance with the laws of that State.
14. If the Debtor is a trustee, the Guarantors warrant that the Debtor has full authority under the terms of the trust deed to enter into any Credit Facility or Terms and Conditions.
15. Any notice to be served (including personal service of court proceedings) by Rockpress on the Debtor or the Guarantors must be in writing and may be signed on behalf of Rockpress by an authorised officer of Rockpress or its solicitors, and is deemed duly served if given:
 - (a) by mail, two (2) business days after it is posed to the party's last known address;
 - (b) by hand, at the time it is left at the party's last known place of residence or business;
 - (c) by facsimile transmission, at the time of transmission to the party's last known facsimile number,
 or such earlier time if acknowledged by the receiving party.

INDEMNITY

7. The Guarantors shall indemnify Rockpress and keep indemnified Rockpress against all losses sustained or incurred by Rockpress as a result of any failure on the part of the Debtor to carry out its obligations under any credit facility or terms and conditions or any other amounts owed by the

DATED this day of

SIGNED SEALED AND DELIVERED by the said

.....
Full name of guarantor

.....
Signature of guarantor

in the presence of:

.....
Signature of witness

.....
Full name of witness

.....
Qualification to witness (i.e. Justice fo the Peace/ C.Dec / Solicitor)

.....
Address of witness

DATED this day of

SIGNED SEALED AND DELIVERED by the said

.....
Full name of guarantor

.....
Signature of guarantor

in the presence of:

.....
Signature of witness

.....
Full name of witness

.....
Qualification to witness (i.e. Justice fo the Peace/ C.Dec / Solicitor)

.....
Address of witness