Primacor Pty Limited ACN 668 941 277
ABN 20 668 941 277
Level 3, 60 Bowman Street
PYRMONT NSW 2009
P: 1300 530 924
E: admin@primacor.com.au

PRIMACOR
our focus is you

APPLICATION FOR COMMERCIAL CREDIT

Applicant

Trading name			
Name of company, trust, person(s) or partnership operating business			
ACN		**ABN**	
Business street address			
Business postal address			
Contact person		**Tel (b/h)**	
Fax (b/h)		**Email**	
Date business commenced		**Nature of business**	

Details of partner/director

Name		**DOB**	
Address		**Drivers licence**	
Title		**Mobile**	
Name		**DOB**	
Address		**Drivers licence**	
Title		**Mobile**	

Purchasing contact

Name		**Mobile**	
Address			
Email			

Accounts payable contact

Name		**Mobile**	
Address			
Email			

Trade references

Name		**Telephone**	
Address		**Fax**	
Name		**Telephone**	
Address		**Fax**	
Name		**Telephone**	
Address		**Fax**	

TERMS AND CONDITIONS

Definitions

1. **Application for Commercial Credit** means the application by the Applicant for a credit account with the Supplier whether completed prior to or contemporaneously with the acceptance of these terms and conditions.
   Agreement means any agreement for Supplier to supply goods to the Customer pursuant to these terms and conditions and/or any Quote provided by the Supplier incorporating these terms and conditions.
   Charges means any charges incurred pursuant to these terms and conditions including charges for any additional services, delivery, interest and defaults.
   Goods means goods supplied by the Supplier to the Applicant as described on tax invoices, quote or any other forms as provided by the Supplier to the Applicant.
   Order means any request, contract request or purchase order, whether in writing, electronic or verbal, from the Applicant for the supply of goods from the Supplier.
   Price means the cost of the goods as specified by the Supplier or these terms and conditions, subject to the reservations in clause 28.
   Quote means any document, including contracts generated by the Supplier setting out the terms of sale of goods.

Payment terms

2. Payments are to be made in accordance with the terms outlined in any quote or as stated in the tax invoice.
3. By accepting a quote or placing an order with the Supplier (as defined in paragraph 3 below), the Applicant accepts these terms and conditions.
4. Our terms and conditions will be accepted by either:
   (a) signing and returning a copy of the credit application and deed of guarantee and indemnity (if applicable);
   (b) continuing to trade with the Supplier and/or obtaining credit from the Supplier after receipt of these terms and conditions; and
   (c) not advising us that you take issue with any of the terms and conditions fourteen (14) days after receipt of these terms and conditions.
5. If no terms of payment are outlined, payments are to be made thirty (30) days (or such other period as nominated by the supplier herein) from the end of the month of the dated of the Tax Invoice. Primacor Pty Limited ACN 668 941 277 and their 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.
6. 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.
7. 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.
8. Should the Applicant not pay for the goods, including but not limited to charges for shipping, detention charges or pallet breakages, or services supplied by the Supplier in accordance with the credit terms as provided herein, 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 ten (10) percent of the amount of the invoice payable.

Delivery

9. Any date or time for delivery stated by the Supplier is an estimate only. The Supplier will endeavour to meet all delivery estimates provided, however failure to do so will not give rise to grounds for cancellation or termination, or claim for loss and damages by the Applicant. The Supplier will provide reasonable notice to the Applicant of any changes to the delivery times and notice ahead of the initial estimate provided.
10. The Applicant and Supplier together agree that they shall take all reasonable steps to enable goods/services to be supplied at the time and place as agreed to between the parties.
11. The Supplier may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
12. If the Applicant requests that goods are delivered either to an unattended location, left outside, or are left outside the Supplier's premises for collection, the Applicant acknowledges that the Supplier will deliver the goods as requested at the Applicant's risk. The Applicant is responsible to insure any goods partly or completely installed or delivered on site against theft or damage.
13. The goods will deemed delivered when the Applicant takes possession of the goods or the Applicant's nominated agent or representative takes possession of the goods, including if the Applicant takes possession of the goods by collection from the Supplier's premises. Delivery of goods to a third party or place nominated by the Applicant is deemed to be proper delivery to the Applicant.
14. The Applicant will pay all reasonable storage, insurance charges, delivery and re-delivery charges in relation to the goods in the event that delivery is unable to be completed for any reason.
15. The Supplier has the right to sub-contract any delivery service.
16. The Applicant shall inspect all goods on delivery and shall within seven (7) days notify the Supplier in writing of any alleged defect or shortage in quantity, damage or failure to comply with the description, order or quote. The Supplier will have an opportunity to inspect the goods within a reasonable time following delivery and must store the goods appropriately until such time.
17. If the Applicant fails to notify the Supplier in accordance with clause 13 above, then the goods shall be deemed to have been delivered free from any defect or damage at the expiration of seven (7) days after delivery.
18. The Applicant is responsible for any and all storage costs incurred by the Supplier as a result of goods ordered by the Applicant, which have not yet been delivered. The storage charges are applicable for the duration of storage by the Supplier.
19. If the goods are in anyway damaged or the quality of the goods deteriorates during storage by the Supplier, the Supplier is not liable for any loss or damage which may be suffered by the Applicant or a third party if the goods do not perform as required. The Supplier makes no representations to the Applicant in relation to the quality of the goods following storage.
20. The Supplier will not be liable for any loss or damage suffered by the Applicant or a third party if:
    (a) the goods are not properly stored by the Applicant;
    (b) the goods are not stored in proper conditions, including conditions that are humid or have drastic changes in temperature; and
    (c) the goods are stored by the Applicant for excessive periods of time and beyond the reasonable shelf life of the particular goods (the Applicant is responsible for checking the shelf life of the goods).
21. The Supplier makes no guarantees or representations to the Applicant in relation to the quality or performance of the goods if the goods are not properly stored or are stored for excessive periods of time.
22. Any additional costs incurred by the Supplier in respect of the delivery of the goods including but not limited to shipping charges, detention charges, pallet breakages or any further costs associated with delivery, are to be borne by the Applicant.

Jurisdiction

23. The Applicant acknowledges and agrees that this agreement will 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.
24. 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.
25. The parties to this agreement submit to the 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

26. The Applicant charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
27. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
28. 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).
29. 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 Property Securities Act 2009* (**PPSA**)) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Applicant under this agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Purpose of credit

30. 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 and Quotations

31. Quotations made by the Supplier will 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 will complete a contract.
32. Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.
33. A quote supersedes any prior verbal order, agreement, price or verbal representation unless the terms are subsequently included in the quote.
34. A quote is valid for the time set out in the quote and if no time is specified for forty-eight (48) hours only and will expire thereafter, unless a purchase order is submitted within that time.
35. Quotations provided by the Supplier may be varied or withdrawn, due to external factors outside of the Supplier's control, such as an increased price in materials required for the goods.
36. The Supplier also reserves the right to:
    (a) vary the price in a quote for the supply of goods where changes to the exchange rate or market price cause an increase in the price to the Supplier between the date of provision of a quote and acceptance by the Applicant;
    (b) charge a deposit; or
    (c) require upfront payment on any order by the Applicant.

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 will 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 will not mix the goods with other similar goods.
40. The Applicant will 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 will sell as agent and bailee for the Supplier and the proceeds of sale of the goods will 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, will not be discharged by the operation of clause
42. hereof unless and until the funds held on trust are remitted to the Supplier.
43. 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.
44. The Applicant will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 43. 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.
45. 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, 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.
46. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

Cancellation of terms of credit

47. The Supplier reserves the right to terminate or suspend the provision of good/services by written notice to the Applicant in the event of any breach of these terms by the Applicant. The Supplier will not be liable to the Applicant for any loss or damage suffered as a result of such termination.
48. The Supplier may cancel any contract to which these terms apply or cancel the delivery of goods/services at any time before the work has commenced by given written notice to the Applicant.
49. Upon cancellation with notice, all liabilities incurred by the Applicant become due and payable to the Supplier within seven (7) days.

Cancellation and Returns

50. At its discretion, the Supplier may cancel any order prior to delivery or cancel delivery of the goods by giving twenty-four (24) hours written notice to the Applicant.
51. The Supplier will not be liable for any loss or damage arising from such cancellation.

52. The Supplier may at its sole discretion and subject to payment by the Applicant of all loss and expenses incurred by the Supplier (including, but not limited to, any loss of profits, storage fee, transport and legal costs), agree to the Applicant cancelling an order after acceptance and before delivery.
53. At its discretion, and provided that all expenses are paid, the Supplier may accept return of the goods provided that they in their original condition (unopened and unused). This will appear as a credit against the Applicant's credit account.

Indemnity, risk and confidentiality

54. 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.
55. Risk any goods supplied under the credit application agreement will pass to the Applicant upon delivery to the Applicant.
56. The Applicant or the Applicant's employees, agents or contractors will not disclose the contents of these terms and conditions of trade to any other party. All documents, information and material relating to the credit application agreement and any quotation is to remain confidential, unless permission is granted by the Supplier or where required by law.

Provision of further information

57. The Applicant undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
58. 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

59. 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

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

Partnership

62. 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.
63. 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

64. 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

65. 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.
66. 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:
    (a) under section 95 to receive notice of intention to remove an accession;
    (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
    (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
    (d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
    (e) under section 130 to receive a notice to dispose of goods;
    (f) under section 132(2) to receive a statement of account following disposal of goods;
    (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
    (h) under section 135 to receive notice of any proposal of the Supplier to retain goods;
    (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
    (j) under section 142 to redeem the goods;
    (k) under section 143 to reinstate the security agreement; and
    (l) under section 157(1) and 157(3) to receive a notice of any verification statement.

Costs

67. 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).
68. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including collection costs, debt recovery fees and legal costs on an indemnity basis.
69. Subject to clauses 70 and 71, payments by, or on behalf of, 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 44 and 68.
    (b) Secondly, in payment of any interest incurred in accordance with clause 75.
    (c) Thirdly, in payment of the outstanding invoice(s).
70. 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 Suppliers 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.
71. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 69 herein.
72. Payments allocated (and/or reallocated) under clause 69 and/or 70 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.

Taxes and duty

73. 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.
74. 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

75. The interest rate on any outstanding debts is calculated at the Reserve Bank of Australia rate plus five (5) per cent per annum.

Set-off

76. 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.
77. 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

78. 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.
79. The Supplier is not liable 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.
80. 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.
81. 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.
82. 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.
83. 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 reasonably indemnify the Supplier from any claims made by any third party as a result of such exercise.
84. 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 the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

85. 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.
86. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

87. 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.
88. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.
89. Variations requested by the Applicant will only be binding upon the Supplier if they are accepted in writing.

Consent to register

90. 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.
91. 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

92. 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.
93. Notwithstanding the preceding paragraph, 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, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.

Privacy Act

94. The Applicant agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

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.

1. Signature		**2. Signature**	
Name (print)		**Name (print)**	
Position		**Position**	
Date		**Date**	

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012)* (**Act**).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s)or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

Equifax Australia Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820
Dun & Bradstreet Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100	

9. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
10. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

DEED OF GUARANTEE & INDEMNITY

To	Primacor Pty Limited ACN 668 941 277 and its related bodies corporate		(**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 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 will be a continuing guarantee and indemnity and will 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 will 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 indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will 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 will 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 will 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 will 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 will not be affected by nor will 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 will 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 will 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 will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will 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 will 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 will 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, whether held in its own right or as capacity as trustee, 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, whether held in its own right or as capacity as trustee, 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.
22. Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security 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 deed and will secure all indebtedness and obligations of the Guarantors under this deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Personal Property Securities Act

23. For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
24. The Guarantors waive 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.

Service of notices

25. The Guarantors agree 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 Guarantors or the Guarantors' authorised representative.

Privacy Act

26. The Guarantors agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

Dated		
Signed, sealed and delivered by the guarantor	**1. Signature**	
	Name	
	Position	
	Witness signature	
	Name	
Signed, sealed and delivered by the guarantor	**2. Signature**	
	Name	
	Position	
	Witness signature	
	Name	