



KTL (AUSTRALIA) PTY LTD

22/85-91 Keilor Park Drive, Tullamarine VIC 3043
Telephone : (03) 9383 9600 Fax : (03) 9383 9601
ABN 42 065 787 349

OFFICE USE ONLY

APPROVED TRADING TERMS:.....CREDIT LIMIT \$..... DEBTOR CODE:.....

DATE:.....APPROVED BY:.....

IN CONSIDERATION of the provision of credit the applicant agrees:

1. To punctually pay all accounts by the approved trading terms.
2. To pay daily interest calculated at the rate of 2% per month upon any monies not received by the due date.
3. To pay or indemnify the credit provider the full amount of any expenses, costs or disbursements incurred or to be incurred by the creditor provider in the collection of any overdue amounts. In particular, the applicant shall pay the credit provider for any legal fees on a solicitor/client basis. Further, the applicant shall pay the full amount of any mercantile or collection costs or commission (such commission up to a limit representing up to 15% of the outstanding amount).
4. The credit provider may withdraw credit accommodation at any time or vary the credit limit in its discretion with or without notice to the applicant or any guarantors.
5. That this agreement shall be governed and construed by the Laws of the State of Victoria wheresoever the contract was made and any proceedings in respect of any claim matter or issue arising shall be determined in Victoria unless the credit provider shall in its discretion elect to proceed elsewhere.
6. In the event that the whole of any part or parts of any provision in this agreement should be held void or unenforceable in whole or in part then such provision or thereof shall to that extent be severed but the validity and enforceability of the remainder of the agreement shall not be affected
7. The standard terms and conditions of contract of the credit provider as varied from time to time shall also for part of the agreement between the applicant and the credit provider.
8. The applicant agrees to notify the credit provider within seven days of any change of directorship, shareholding or proprietorship of the applicant
9. The Credit Provider reserves the right to charge a merchant fee for credit/debit cards.

CHARGE/GUARANTEE AND INDEMNITY

10. We jointly and each of us severally (and if the applicant or any guarantor is an incorporated body then including each incorporated body) do hereby charge all of our real property both present and future and wheresoever situate with the amount of our indebtedness to the credit provider from time to time outstanding and each of us shall immediately upon demand by the credit provider sign all documents and fulfill all requirements that the credit provider may reasonably require to be signed and completed to further secure to the credit provider the amount of such indebtedness including such guarantee and/or indemnity instruments in such terms as are required by the credit provider before or after approval of credit accommodation and each of us hereby irrevocably appoints the credit provider, each successor of the credit provider, each assignee of the credit provider and each of them severally to be the duly constituted attorney of each of us to execute in our several names and as our several acts and deeds such consents to such caveats as the credit provider may wish to lodge against any dealings in any real property in any Titles Office. "Real property" includes estate and interest including leasehold.
11. We the undersigned guarantors join in the request to supply the applicant with financial accommodation and in consideration thereof we do hereby jointly and severally with the applicant and in our own names guarantee payment of the applicants account and all monies now or hereafter owed by the applicant to the credit provider from time to time and agree to be bound by the terms and conditions herein and further agree that the credit provider may at all times act as if we were the principal debtor and we waive all and any of our rights as surely which may at any time be inconsistent with any of the within provisions and we further agree that:
 - 11.1 Such guarantee and indemnity shall be a continuing security and shall not be determined or affected should the credit provider grant any extension or other indulgence to the applicant or in the event that the applicants credit limit be extended or otherwise varied;
 - 11.2 Such guarantee and indemnity shall not be determined or affected by the liquidation, bankruptcy, death, lunacy or other incapacity of the applicant or of any other guarantor;
 - 11.3 The guarantors have not and will not take without prior written consent of the credit provider any security from the applicant in connection with this guarantee;
 - 11.4 The liability of the guarantors hereunder shall not be affected by reason of any security given or to be given to the credit provider being void or defective in substance or in form.
12. The applicant and each of the within named guarantors acknowledge that the information provided in this application is the basis for evaluation by the credit provider of the financial standing and credit worthiness of each of us and do hereby:
 - 12.1 Certify that the information provided in this application is true and correct;
 - 12.2 Authorise the credit provider to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as the credit provider may reasonably consider necessary;
 - 12.3 Acknowledge that the credit provider has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies;

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Telephone: +61 3 93839600 Fax: +61 3 93839601

Website: www.ktlaustralia.com



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- 12.4 In accordance with the Privacy Act 1988 as amended:
 - 12.4.1 Agree to the credit provider obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing this application or assessing whether to accept me/us as guarantors as the case may be;
 - 12.4.2 Authorise the credit provider to exercise my/our rights of access to my/our credit information files and credit reports.
- 12.5 Agree that the credit provider may give to and seek from any credit providers (whether or not named in this application) reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - 12.5.1 To assess an application by me/us for credit or commercial credit;
 - 12.5.2 To notify other credit providers of a default by me/us;
 - 12.5.3 To exchange information with other credit providers as to the status of my/our account where I am/we are in default with the credit provider or other credit provider/s;
 - 12.5.4 To assess my/our credit worthiness or commercial credit worthiness at any time;
 - 12.5.5 To assess whether to accept me/us as guarantors or to continue supplying credit to the applicant
- 12.6 Agree that the credit provider may seek, from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the applicant.
- 12.7 Agree that these authorizations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the applicant from the credit provider.

SIGNED BY THE APPLICANT/S:

SIGNED BY A DIRECTOR:
PRINT NAME:
DATE:

WITNESS:
PRINT NAME:
DATE:

SIGNED BY A DIRECTOR:
PRINT NAME:
DATE:

WITNESS:
PRINT NAME:
DATE:

SIGNED BY THE GUARANTOR/S:

SIGNED:
PRINT NAME:
DATE:

WITNESS:
PRINT NAME:
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SIGNED:
PRINT NAME:
DATE:

WITNESS:
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DATE: