



Ramaco Pty Ltd ATF The Anderson Family Trust T/A Agrifoods Australia
 (ABN 17 854 733 680)
 46-48 Yumborra Road DALBY QLD 4405
 Ph: 07 4662 3866 Fax: 07 4669 6394
admin@agrifoodsaustralia.com.au
www.agrifoodsaustralia.com.au

CREDIT ACCOUNT APPLICATION – 30 DAYS

CUSTOMER DETAILS					
Entity Type:	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Govt. <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other				
Legal Name: (Company/ Proprietor /Trustee)					
	ACN:		ABN:		
Trading Name:					
Trust Name:					
Trading Address:					
Postal Address:					
Phone:		Fax:			
Email:					
DIRECTORS/PROPRIETORS PERSONAL DETAILS					
1. Name:				D.O.B:	
Home Address:					
Phone:		Mobile:		Fax:	
Email:					
2. Name:				D.O.B:	
Home Address:					
Phone:		Mobile:		Fax:	
Email:					
3. Name:				D.O.B:	
Home Address:					
Phone:		Mobile:		Fax:	
Email:					
ACCOUNTS PAYABLE DETAILS					
Accounts Person:				Phone:	
Email address:				Fax:	
Bank Name:			Branch:		
Cr. Limit Sought:			Est. Monthly Spend:		
TRADE REFERENCES					
	Referee Company/Business Name:		Phone:	Fax:	
1.					
2.					
3.					

ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)

I authorise Agrifoods Australia (“Agrifoods”) to the extent permitted by law to: (a) provide any items of my personal information described in the S18E of the Privacy Act 1998 to a credit reporting agency; (b) obtain a consumer credit report about me from any bank or trade referee named in this application or from a credit reporting agency for the purpose of: (i) assessing the Customer’s credit application or my proposed guarantee; (ii) monitoring my or the Customer’s ongoing credit-worthiness; or (iii) to collect overdue payments; (c) exchange credit-worthiness information about me with other credit providers to assess my credit-worthiness or the Customer’s application for credit or to notify defaults or the status of the Customer’s credit. Specifically, I authorise:

- Agrifoods in accordance with Section 18K(1)(b) of the Privacy Act, to obtain from a credit reporting agency a consumer credit report containing personal information about me for the purpose of assessing the Customer’s request for the provision of services on credit and for any other of the purposes mentioned above;
- Agrifoods in accordance with Section 18L(4) of the Privacy Act, to obtain a report containing information about my commercial activities or commercial creditworthiness from a business that provides information about commercial creditworthiness;
- Agrifoods in accordance with Section 18N(1) of the Privacy Act, to obtain from and divulge to other credit providers named in this Application for Credit or nominated by the Customer as referees and from credit providers that may be named in my credit report issued by a credit reporting agency, information about my personal credit dealings, arrangements history or capacity or any other general personal information about me; and
- a trade insurer, in accordance with Section 18K(1)(e) of the Privacy Act, to obtain my consumer credit reporting in assessing whether or not to insure Agrifoods Australia against any default by the Customer in the payment of its debts.

I acknowledge that in the course of obtaining any of the information referred to above, Agrifoods may give information about me to a credit reporting agency, including information of the kind referred to in Section 18E(1) of the Privacy Act.

DECLARATION OF PURPOSE FOR WHICH CREDIT IS SOUGHT

By signing this application the Customer warrants that the credit sought from Agrifoods relates to services to be used by the Customer solely for commercial, business or investment purposes other than investment in residential property.

SIGNATORY WARRANTIES

Each signatory to this application for credit warrants that:

- (a) they have read and understood this document in its entirety and that they accept the Terms and Conditions set out herein on behalf of the Customer; and
- (b) they are authorised to sign this application on behalf of the Customer.

The customer named in the Credit Account Application (“the Customer”) applies for a 30 day credit trading account with Ramaco Pty Ltd as Trustee for The Anderson Family Trust (ABN 17 854 733 680) trading as Agrifoods Australia, subject to the Terms and Conditions set out herein.

TO BE SIGNED BY DIRECTORS, PARTNERS, OR SOLE TRADERS AS APPROPRIATE:

.....
Name	Signature	Position	Date

.....
Name	Signature	Position	Date

.....
Name	Signature	Position	Date

TERMS AND CONDITIONS

1. Agreement

- 1.1 These Terms and Conditions ("Terms") apply to all transactions and Agreements between Us and You including, but not limited to, the sale of Goods and the provision of Services on credit.

2. Definitions

- 2.1 In these Terms, unless the context otherwise requires: "Account" means a credit account established by Us in Your name; "Agreement" means any agreement between Us and You for the sale of Goods or provision of Services by Us to You; "Application" means an application by You for commercial credit only, which incorporates these Terms. It does not include an application for consumer credit; "Due Date" means the due date for payment shown on an invoice or statement or, if no due date is shown, the date which is thirty (30) days after the end of the month of the invoice date unless otherwise agreed in writing between You and Us; "Goods" means any item that We agree to sell to You; "GST" means Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999*; "Guarantor" means any person who guarantees Your indebtedness to Us; "Order" means any request by You for the sale of Goods or provision of Services by Us; "PPSA" means the Personal Property Securities Act 2009 (Cth) and its subordinate legislation; "Price" means the price at which We agree to sell any Goods or provide any Services to You; "Services" means any services provided by Us to You for which You for a quoted or agreed Price; "Supply" means any sale of Goods or provision of Services by Us to You; "You/Your" means any person, firm, corporation or in the case of an unincorporated body, each proprietor jointly and severally, that has given us an Application or an Order, and includes Your employees, agents, successors, administrators, and assigns; "We/Us/Our" means Ramaco Pty Ltd as trustee for The Anderson Family Trust (ABN 17 854 733 680) trading as Agrifoods Australia; "Website" means our website at www.agrifoodsaustralia.com.au.

3. Conditions of Approved Credit Accounts

- 3.1 You acknowledge that as part of Your Application, We may check Your credit history, and if You are a company, the credit history of Your directors, to enable Us to evaluate Your creditworthiness.
- 3.2 If You are a company Your directors may be required, as a condition of Us approving Your Application, to give Us a personal guarantee for all debts or liabilities that You owed to Us from time to time.
- 3.3 We may at any time and without the need to provide a reason to You refuse to extend further credit to You, vary Your credit limit or terminate Your Account.
- 3.4 You agree to notify Us of any changes to any of the details set out in Your Application or subsequently notified to Us.
- 3.5 The granting by Us of an Account creates no obligation on Us to Supply You.

4. Supply, Price and Payment

- 4.1 All Goods and Services sold or supplied by Us are sold and supplied on these Terms as amended from time to time by Us by notice in writing to You, at Our discretion. Any alterations to these Terms will apply to all transactions between You and Us occurring after written notification of the altered Terms has been given to You.
- 4.2 In Our absolute discretion, We may refuse to Supply You whether or not part of a contract has been performed, where Goods the subject of the Supply are unavailable for any reason or You breach these Terms.
- 4.3 The Price in relation to any Supply shall be the price quoted by Us or, if no price is quoted, the relevant price listed in any current price list published by Us as at the date on which We receive Your Order.
- 4.4 Any price list supplied or published by Us shall be a guide only and is subject to change without notice.
- 4.5 All prices are listed or quoted exclusive of GST unless otherwise indicated.
- 4.6 If We have any liability to pay GST on any Supply, we will add an amount equivalent to our GST liability to the tax invoice for the Supply and You must pay that amount, in addition to the Price, when you pay the invoice (unless the consideration for that Supply is specifically expressed to be inclusive of or exempt from GST).
- 4.7 You must pay the full amount of any invoice or statement by the Due Date.
- 4.8 If You fail to pay any amount owing to Us by the Due Date, we reserve the right to charge You:
- an administration fee of \$20.00 per month at the end of each calendar month in which any amount remains overdue for payment by You to Us;
 - interest on the balance amount outstanding at the rate of 10% per annum from the Due Date, calculated daily; and
 - all costs (including legal costs on a full indemnity basis), expenses or losses incurred or sustained by Us as a result of any failure by You and/or a Guarantor to comply with this Agreement or a guarantee given in our favour, including any costs incurred by Us as a result of cheque that Your bank fails to honour upon presentation for payment. Such costs, duties and other expenses may be recovered by Us from You as a liquidated debt and may be added to Your Account and invoiced to You.
- 4.9 A statement in writing signed by any Director, Secretary, Credit Manager or other duly authorised person on Our behalf stating the balance of monies due to Us by You shall be prima facie evidence of the amount of Your indebtedness to Us at the date of that statement.
- 4.10 You are not entitled to make any set-off against or deduction from any amount You owe to Us in respect of any amount that You claim We owe to You. We may at any time set-off amounts that We owe to You against any sums You owe to Us.
- 4.11 You may pay any amount You owe to Us in respect of any Goods, Services or on Your Account by electronic funds transfer, cash or cheque. If any of Your cheques is dishonoured upon presentation for payment we will thereafter not accept any payment from You in the form of a cheque.

- 4.12 Payments by electronic funds transfer must be made to Our National Australia Bank account, BSB No. 084-961, Account No. 83 222 8147, quoting Your Account code and/or invoice number as the payment reference to appear on Our bank statement. You must also notify Us by phone, facsimile or email of any electronic funds transfer on the day of transfer.
- 5. Security**
- 5.1 You hereby grant a security interest in all of Your present and after-acquired property and in all of Your present and future rights in relation to any personal property (as defined in the PPSA) and charge all beneficial interests (freehold and leasehold) in land wherever located held now or in the future by You as security for Your indebtedness to Us and Your obligations pursuant to this Agreement.
- 5.2 You will immediately execute a consent to caveat or mortgage in terms determined by Us if required by Us to secure Your obligations pursuant to this clause.
- 5.3 You agree that if you fail to execute a consent to caveat or a mortgage within a reasonable time of being so requested by Us, then You irrevocably and by way of security appoint Us and Our agent or solicitor to be Your true and lawful attorney with authority to execute and register such instruments on Your behalf.
- 6. Your Obligations Concerning the Supply**
- 6.1 You must inspect all Goods upon taking delivery of them and You will have forty-eight (48) hours after delivery to notify Us of any alleged defect in the Goods or any other reason why You believe the Goods do not comply with Your Order. If you do not notify Us of any defect or irregularity in the Goods within this time You will be deemed to have accepted the Goods free of any defect or irregularity.
- 6.2 You acknowledge and agree that the Supply is not intended and will not be used by You for personal, household or domestic purposes.
- 6.3 All returns must be approved by Us and You will be responsible for the cost of returning any Goods that We agree to take back. We will only be obliged to credit You with the Price of the Goods paid if the Goods are in a saleable condition.
- 6.4 Goods that have been specifically produced or purchased by Us to meet Your unique specifications are not returnable.
- 7. Title and Risk**
- 7.1 The risk in the Goods passes to You upon delivery of those Goods to You.
- 7.2 Property in Goods remains with Us until:
- (a) We receive full payment for the Goods; and
 - (b) We receive full payment of all other monies owing by You to Us including monies in respect of Goods previously or subsequently supplied to You.
- 7.3 So long as any money remains unpaid by You to Us:
- (a) The relationship between You and Us is fiduciary;
 - (b) You will hold the Goods as bailee for Us and will be responsible for any loss, damage or conversion of the Goods;
 - (c) You must store the Goods in a manner that clearly shows that they remain Our property;
 - (d) We will be entitled to enter Your premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods (if possible); and
 - (e) We may keep or re-sell any Goods repossessed pursuant to this clause.
- 7.4 Despite the provisions of this clause, We are entitled to maintain an action against You for the purchase price of the Goods.
- 7.5 Where Goods are supplied by Us to You without payment in full of all moneys payable in respect of the Goods (and any Services), You acknowledge that We have a right to register and perfect a purchase money security interest pursuant to the PPSA.
- 8. Indemnity**
- 8.1 You agree to indemnify us for and against all claims, liabilities, loss, damage, costs or expenses that We may directly or indirectly suffer or incur as a result of:
- (a) Any loss or destruction of (on an "as new" replacement basis) or any damage to the Equipment while it is at Your risk;
 - (b) The incorrect or illegal use or placement of the Equipment while it is at Your risk;
 - (c) Any legally binding order or direction requiring the removal or relocation of any Equipment;
 - (d) Damage to any property or injury or harm to any person as a result of Our delivery, retrieval or other movement of Equipment under Your direction or otherwise in accordance with Your instructions;
 - (e) Any action taken by Us to recover any amount You owe to Us or to secure, perfect or enforce any of Our rights under this Agreement, including but not limited to the retrieval of the Equipment from the control or possession of any third party;
 - (f) Any new or increased tax, levy, duty or other impost imposed as a result of any new or changed law that applies to this Agreement or its subject matter; or
 - (g) Your negligence, breach of this Agreement or malicious or illegal act;
- Except to the extent that such things are caused by Our negligence or Our breach of this Agreement.
- 8.2 You agree that We may invoice You for any amount in respect of which You are liable to indemnify Us and the amount stated in the invoice shall be a debt due and payable by You to Us in accordance with these Terms.
- 8.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from any other obligation and survives the termination, completion or expiration of this Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.
- 9. Our Warranties and Liability**
- 9.1 We warrant that any Supply that we make to You will be made with due care and skill in a competent and workmanlike manner and according to generally applicable industry standards.
- 9.2 Where the *Australian Consumer Law* applies, You have the benefit of guarantees in relation to the Supply which cannot be excluded.
- 9.3 To the extent permitted by law, all express or implied warranties, representations, guarantees, terms and conditions other than those expressly contained in this Agreement are expressly excluded from this Agreement.

- 9.4 Except as otherwise required by the *Australian Consumer Law* or any other law, Our liability to You in relation to any Supply is limited to the cost paid by You for that Supply or alternatively, an obligation to resupply. To the fullest extent permitted by law, We will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect or special damage, loss, injury or death of any kind suffered by You or any other person.
10. **PPSA**
- 10.1 For the purpose of this clause, the terms “security agreement” and “security interest” have the same meaning as that given to them by the PPSA.
- 10.2 You agree that you will, if requested by Us, sign any documents, provide any information or do anything else We request, to ensure that any security interest created in Our favour by these Terms is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
- 10.3 You agree that, until any security interest created in Our favour by these Terms has been perfected, you will not register or permit to be registered or enter into any security agreement that allows any other party to register a security interest that may adversely affect the priority or enforceability of Our security interest.
- 10.4 In relation to security interests that are not used predominantly for personal, domestic or household purposes, section 115 of the PPSA allows the parties to contract out of certain specified provisions of the PPSA (“Removable Provisions”). To the extent that those Removable Provisions would have the effect of conferring rights on You or imposing obligations on us that You or We would not otherwise have had, they are hereby contracted out of and will not apply to any Agreement between You and Us or to any security interest created by You in Our favour. You also agree to waive Your right to receive a verification statement under section 157 of the PPSA or any notices under any of the provisions listed in section 144 of the PPSA.
- 10.5 Notwithstanding section 275 of the PPSA, You and We agree to keep confidential all information of the kind referred to in section 275, unless compelled by law to disclose such information.
11. **General**
- 11.1 Where You are a partnership or trustee You warrant that you have the right to be fully indemnified out of trust or partnership assets in relation to any liability incurred by You in connection with any Supply provided by Us to You.
- 11.2 This Agreement is governed by the laws of the State of Queensland and You agree to submit to the exclusive jurisdiction of the courts in Dalby in the State of Queensland. The parties agree that proceedings may be commenced in any court in Dalby and consent to that court having jurisdiction, notwithstanding that the court would not have such jurisdiction but for this clause.
- 11.3 If any provision of this Agreement is illegal, void or unenforceable, it will severed from this Agreement and the remainder of the Agreement will remain valid and enforceable.
- 11.4 No amendment or variation to these Terms or this Agreement will be effective unless it is in writing. We may vary these Terms at any time and any such variation will be incorporated into this Agreement with effect from the date on which We notify You of such variation. We may provide this notice by publishing the varied Terms on Our Website and within 24 hours of Us doing so You will be deemed to have received notice of the variation.
- 11.5 Any provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.
- 11.6 We may at any time assign Our rights and interests or novate Our duties and obligations (in whole or in part) under this Agreement. You may not assign or attempt to any of Your rights or obligations under this Agreement without Our prior written consent in writing, which consent may be given or refused at Our absolute discretion and subject to such terms as We see fit.
- 11.7 Notices in connection with this Agreement may be given in the manner permitted by addressing and delivering or transmitting the notice to the address or contact number listed:
- (a) for Us, on Our Website as at the time the notice is given; or
- (b) for You, as stated in Your Application or otherwise notified by You to Us from time to time.
- 11.8 Notices shall be deemed to have been received at the time they would normally be received in the ordinary course according to the method of delivery used, except where the sender receives information or becomes aware or ought reasonably to be aware of circumstances that would indicate to a reasonable person that the notice had not been received.
- 11.9 Neither party shall be liable for any default or delay due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 11.10 Any failure by Us to enforce any clause of this Agreement, or any forbearance, delay or waiver of Our rights or indulgence granted by Us to You will not be construed as a waiver of Our rights under this Agreement.

PERSONAL GUARANTEE & INDEMNITY

Given by each person named below as a guarantor ("Guarantor"), in favour of Ramaco Pty Ltd as trustee for The Anderson Family Trust (ABN 17 854 733 680) trading as Agrifoods Australia ("Agrifoods") in support of a Credit Application by:

_____ (ABN _____) ("Customer").

1. In consideration of Agrifoods agreeing to consider the Customer's Credit Application and/or provide Goods or Services on credit to the Customer, the Guarantor unconditionally and irrevocably:
 - (a) guarantees to Agrifoods the due performance by the Customer of all of its obligations to Agrifoods including payment of any monies due and owing by the Customer to Agrifoods from time to time; and
 - (b) indemnifies Agrifoods in respect of any loss, claim or liability that Agrifoods may suffer, receive or incur at any time as a result of:
 - (i) the Customer's default in or non-performance of its obligations to Agrifoods;
 - (ii) the Customer's breach of any warranty given to Agrifoods;
 - (iii) any agreement or any part of any agreement between Agrifoods and the Customer being void, invalid or unenforceable for whatever reason;
 - (iv) Agrifoods having to repay any money received from the Customer as a result of the application of any law relating to insolvency or liquidation; or
 - (v) Perfecting or enforcing any security interest created by this Guarantee.
2. The Guarantor hereby grants a security interest in all of the Guarantor's present and after-acquired property and future rights in relation to any personal property (as defined in the Personal Property Securities Act 2009 ("PPSA")) and the Guarantor charges all beneficial interests (freehold and leasehold) in land wherever located held now or in the future by the Guarantor as security for the performance of the Guarantor's obligations under this Guarantee.
3. The Guarantor shall, within 10 days after having been requested by Agrifoods, execute any document Agrifoods requires to perfect any security interest created by this Guarantee, including without limitation a financing statement under the PPSA, a consent to caveat, or a mortgage. The Guarantor shall pay on demand any stamp duty (including any fines and penalties) assessed in connection with any such documents.
4. If Guarantor fails to execute a consent to caveat, a mortgage or any document required by Agrifoods to perfect any security interest created by this Guarantee, within ten days after being so requested by Agrifoods, then the Guarantor irrevocably and by way of security appoints Agrifoods and its agent or solicitor to be the Guarantor's true and lawful attorney with authority to execute and register such instruments on the Guarantor's behalf.
5. Where there is more than one Guarantor the obligations of the Guarantors shall be joint and several.
6. If the Customer does not comply, on time and in accordance with any agreement between Agrifoods and the Customer, with any obligations that the Customer owes to Agrifoods, then the Guarantor shall comply with the Guarantor's obligations to Agrifoods under this Guarantee immediately upon demand by Agrifoods. Agrifoods will not be required to give notice to, make demand on, or commence proceedings against the Customer or incur any expense in relation to any breach of any obligation owed by the Customer to Agrifoods prior to Agrifoods making demand on the Guarantor under this Guarantee.
7. This is a continuing guarantee and the Guarantor's obligations to Agrifoods are not affected by:
 - (a) Any other person giving or not giving a guarantee to Agrifoods in relation to the Customer's performance of its obligations to Agrifoods;
 - (b) The winding up, deregistration, administration, liquidation or insolvency of the Customer ;
 - (c) Any delay by Agrifoods or granting of time or concession (including a release, waiver, variation, assignment, novation, or relinquishment of rights) to the Customer;
 - (d) Any variation, assignment or novation of any agreement between Agrifoods and the Customer (whether or not the Guarantor is a party to that variation and whether or not such variation increases the Guarantor's liability under the Guarantee);
 - (e) Agrifoods taking, varying, wholly or partially discharging or otherwise dealing with or losing or impairing any security for the Customers obligations to Agrifoods under any agreement or a security granted by the Customer in Agrifoods' favour being or becoming void, voidable or unenforceable; or
 - (f) Any other act or omission by Agrifoods or anyone or any other circumstance which by law would, but for this clause, have the effect of varying or releasing the Guarantor from the Guarantor's obligations to Agrifoods under this Guarantee.
8. So long as the Customer or any Guarantor has any obligation to Agrifoods, the Guarantor will not:
 - (a) Demand, claim, seek to recover or receive any amount, or enforce any security in relation to any amount, owing or allegedly owing by the Customer or by any guarantor of the Customer to the Guarantor and if the Guarantor does receive any such money the Guarantor will immediately pay as much of that money to Agrifoods as is necessary to satisfy the Guarantor's obligations to Agrifoods under this Guarantee; or

- (b) Prove for any debts owed to the Guarantor in any liquidation or bankruptcy of the Customer.
9. PPSA:
- (a) For the purpose of this clause, the terms “security agreement” and “security interest” have the same meaning as that given to them by the PPSA.
- (b) The Guarantor will, if requested by Agrifoods, sign any documents, provide any information or do anything else Agrifoods requests, to ensure that any security interest created in Agrifoods’ favour by this Guarantee is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
- (c) The Guarantor agrees that until any security interest created in Agrifoods’ favour by this Guarantee has been perfected, the Guarantor will not register or permit to be registered or enter into any security agreement that allows any other party to register a security interest that may adversely affect the priority or enforceability of Agrifoods’ security interest.
- (d) In relation to security interests that are not used predominantly for personal, domestic or household purposes, section 115 of the PPSA allows the parties to contract out of certain specified provisions of the PPSA (“Removable Provisions”). To the extent that those Removable Provisions would have the effect of conferring rights on the Guarantor or imposing obligations on Agrifoods that they each would not otherwise have had, they are hereby contracted out of and will not apply to this Guarantee or to any agreement between the Guarantor and Agrifoods or to any security interest created by the Guarantor in Agrifoods’ favour. The Guarantor also waives the Guarantor’s right to receive a verification statement under section 157 of the PPSA or any notices under any of the provisions listed in section 144 of the PPSA.
- (e) Notwithstanding section 275 of the PPSA, the Guarantor agrees that Agrifoods and the Guarantor will keep confidential all information of the kind referred to in section 275, unless compelled by law to disclose such information.
10. General:
- (a) This Guarantee may be altered only in writing signed by the Guarantor and Agrifoods.
- (b) The Guarantor is responsible for paying the Guarantor’s own costs of negotiating, preparing and executing this Guarantee.
- (c) Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Guarantee or a transaction contemplated by this Guarantee, must be paid by the Guarantor.
- (d) Any indemnity or other term of this Guarantee which, by its nature is intended to survive termination of this Guarantee, survives termination of this Guarantee.
- (e) The rights and obligations of the parties under this Guarantee do not merge on completion of any transaction contemplated by this Guarantee.
- (f) A term or part of a term of this Guarantee that is illegal or unenforceable may be severed from this Guarantee and the remaining terms or parts of the term of this Guarantee continue in force.
- (g) This Guarantee is governed by the law of Queensland, Australia and the Guarantor unconditionally submits to the non exclusive jurisdiction of the courts of Queensland, Australia.

Executed as a deed poll by:

Guarantor 1	
Name:	
Signature:	
Date:	

Witness 1	
Name:	
Signature:	

Guarantor 2	
Name:	
Signature:	
Date:	

Witness 2	
Name:	
Signature:	

Guarantor 3	
Name:	
Signature:	
Date:	

Witness 3	
Name:	
Signature:	