



Phone: 0403 466 341  
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 P.O. Box 5497, Brendale QLD 4500

**CREDIT APPLICATION FOR 30 DAY COMMERCIAL TRADING ACCOUNT**

Name \_\_\_\_\_ ABN \_\_\_\_\_

Trading Name (If any) \_\_\_\_\_

Business Operated as: Sole Trader  Partnership  Company  Trust  (Please Tick)

QBCC Licence Number (If Applicable) \_\_\_\_\_

Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Business Ph No \_\_\_\_\_ Fax No \_\_\_\_\_ Website \_\_\_\_\_

Mobile Phone No. \_\_\_\_\_ E-mail \_\_\_\_\_

Accounts Person's Name & Contact Number & E-mail \_\_\_\_\_

E-mail Invoices Yes No E-mail Address \_\_\_\_\_

E-mail Statements Yes No E-mail Address \_\_\_\_\_

Estimated Monthly Credit Required \$ \_\_\_\_\_

**Payment Terms: Within thirty (30) days of end of month.**

Directors / Partners / Proprietors

Name and Address	Drivers Licence No
_____	_____
_____	_____
_____	_____

**Have any of these people ever been registered under any part of the Bankruptcy Act?**

Circle Appropriate YES NO

If yes please supply details \_\_\_\_\_

**Trade References: Please List Major Suppliers Only**

Name	Phone No	E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Signatory \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If the signatory is not the applicant, the signatory warrants that he or she has the authority to sign for the applicant.**

Credit Limit \$ \_\_\_\_\_ Date \_\_\_\_\_ Approved/Declined By \_\_\_\_\_

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

I authorise Arana Bobcats & Excavators Pty Ltd ("Arana") to the extent permitted by law to: (a) provide any items of my personal information to a credit reporting agency; (b) obtain a credit report about me from any bank or trade referee named in the Customer's Commercial Credit Application or from a credit reporting agency for the purpose of: (i) assessing the Customer's Commercial 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 Commercial Credit Application or to notify defaults or the status of the Customer's credit. Specifically, I authorise:

- Arana Bobcats & Excavators in accordance with Section 20F(1) (Item 2) of the Privacy Act, to obtain from a credit reporting agency a credit report containing personal information about me for the purpose of assessing the Customer's Commercial Credit Application and for any other of the purposes mentioned above;
- Arana Bobcats & Excavators in accordance with Section 20F(1) (Item 3) of the Privacy Act, to obtain from a credit reporting agency a credit report containing personal information about me for the purpose of assessing whether to accept my personal guarantee in support of the Customer's Commercial credit Application;
- a trade insurer, in accordance with Section 20F(1) (Item 8) of the Privacy Act, to obtain my credit reports in assessing whether or not to provide insurance, or the risk of providing insurance, to Arana Bobcats & Excavators in relation to commercial credit provided by Arana Bobcats & Excavators to the Customer;
- Arana Bobcats & Excavators in accordance with Section 21J(1) or Section 21K(1) of the Privacy Act, to divulge credit eligibility information about me to other credit providers named in the Customer's Commercial Credit Application or nominated by the Customer as referees;
- Arana Bobcats & Excavators in accordance with Section 21N(2) of the Privacy Act, to divulge credit eligibility information about me to another entity or to its legal or financial advisors for the purpose of that entity considering whether to accept an assignment of a debt owed to Arana Bobcats & Excavators by the Customer or for the purpose of considering whether to purchase an interest in Arana Bobcats & Excavators or any of its related bodies corporate; and
- Arana Bobcats & Excavators, to the extent permitted by Section 21D(2) of the Privacy Act, to disclose credit information about me to a credit reporting agency, which may include the following:
  - Veda Advantage: PO Box 964 North Sydney 2059, www.mycreditfile.com.au, 1300 762 207;
  - Dun & Bradstreet: Level 7, 479 St. Kilda Road Melbourne 3004, www.dnb.com.au, 1300 734 806;
  - Experian: GPO Box 1969, North Sydney NSW 2060, www.experian.com.au, 1300 784 134;

(You can contact these credit reporting agencies or visit their websites to see their policies on credit-related personal information, including how to access or correct your personal information they hold. You can also request them not to use your credit information to determine your eligibility to receive direct marketing from credit providers or not to use or disclose your credit information if you have been or are likely to be a victim of fraud.)

**DECLARATION OF PURPOSE FOR WHICH CREDIT IS SOUGHT**

By signing this application the Customer warrants that the credit sought from Arana Bobcats & Excavators relates to goods or 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 applicant named in the Commercial Credit Application which this Acknowledgement and Authority accompanies ("the Customer") applies for a credit trading account with Arana Bobcats & Excavators subject to the Trading Terms and Conditions set out herein.

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

<b>Name</b>	<b>Signature</b>	<b>Position</b>	<b>Date</b>
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<b>Name</b>	<b>Signature</b>	<b>Position</b>	<b>Date</b>
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## 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 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 Services by Us to You; “Application” means an application by You for commercial credit only, which incorporates these Terms; “Due Date” means the due date for payment calculated in accordance with the payment terms set out in the Application or, if no such payment terms have been set out, 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” “Services” 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 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 to You; “Supply” means any sale of Goods or 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 Arana Bobcats & Excavators Pty Ltd (ABN 82 009 947 371).

### 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 and the credit limit applied to Your Account at any point in time is a matter for Our discretion and will not operate as a guarantee that we will not allow your Account to exceed that amount of credit.

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 or Services 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 have an Account with Us, then notwithstanding any other provision of these Terms, the balance of Your Account will become immediately due and payable upon the happening of any of the following events:

- (a) Your death or insolvency or the death or insolvency any of Your co-proprietors or Guarantors;
- (b) Where You are a body corporate, a change in ownership or voting control of at least fifty percent of Your shares;
- (c) You fail to pay any amount due and payable under the Agreement by the Due Date.

4.9 If You fail to pay any amount owing to Us by the Due Date, we reserve the right to charge You:

- (a) 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;
- (b) interest on the balance amount outstanding at the rate of 10% per annum from the Due Date, calculated daily; and
- (c) 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.

4.10 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.

4.11 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.

- 4.12 You may pay any amount You owe to Us by electronic funds transfer, cash or cheque (or, at our absolute discretion, by credit card). If any of Your cheques are dishonoured upon presentation for payment we will thereafter not accept any payment from You in the form of a cheque.
- 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 or Services 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 Services 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 or Services within this time You will be deemed to have accepted the Goods or Services 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 disputes 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 or Services paid if the Goods or Services 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 or Services passes to You upon delivery of those Goods or Services to You.
- 7.2 Delivery shall be deemed to occur upon either:
- You or Your nominated carrier or agent taking possession of the Goods at Our premises; or
  - Us or Our nominated carrier or agent delivering the Goods or Services to an address nominated by You for that purpose in accordance with Your reasonable instructions (if any) regarding delivery of such Goods or Services.
- 7.3 Property in Goods remains with Us until:
- We receive full payment for the Goods; and
  - 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.
- 7.4 So long as any money remains unpaid by You to Us:
- The relationship between You and Us is fiduciary;
  - You will hold the Goods as bailee for Us and will be responsible for any loss, damage or conversion of the Goods;
  - You must store the Goods in a manner that clearly shows that they remain Our property;
  - 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
  - We may keep or re-sell any Goods repossessed pursuant to this clause.
- 7.5 Despite the provisions of this clause, We are entitled to maintain an action against You for the purchase price of the Goods.
- 7.6 Where Goods are supplied by Us to You without payment in full of all moneys payable in respect of the Goods, 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:
- Damage to any property or injury or harm to any person as a result of your collection of any Goods from Our premises or Our delivery of Goods under Your direction or otherwise in accordance with Your instructions;
  - 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;
  - 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
  - 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 value of any express warranty relating to Goods supplied, or if no warranty was provided, the cost paid by You for that Supply or alternatively, an obligation to resupply or repair the Goods the subject of the Supply. 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 Brisbane in the State of Queensland. The parties agree that proceedings may be commenced in any court in Brisbane 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 be 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.

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## PERSONAL GUARANTEE & INDEMNITY

Given by each person named below as a guarantor ("Guarantor"), in favour of Arana Bobcats & Excavators Pty Ltd (ABN 81 904 308 840) ("Arana Bobcats & Excavators") in support of a Credit Application by:

(ABN \_\_\_\_\_) ("Customer").

1. In consideration of Arana Bobcats & Excavators 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 Arana Bobcats & Excavators the due performance by the Customer of all of its obligations to Arana Bobcats & Excavators including payment of any monies due and owing by the Customer to Arana Bobcats & Excavators from time to time; and
  - (b) indemnifies Arana Bobcats & Excavators in respect of any loss, claim or liability that Arana Bobcats & Excavators 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 Arana Bobcats & Excavators;
    - (ii) the Customer's breach of any warranty given to Arana Bobcats & Excavators;
    - (iii) any agreement or any part of any agreement between Arana Bobcats & Excavators and the Customer being void, invalid or unenforceable for whatever reason;
    - (iv) Arana Bobcats & Excavators 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 Arana Bobcats & Excavators, execute any document Arana Bobcats & Excavators 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 Arana Bobcats & Excavators to perfect any security interest created by this Guarantee, within ten days after being so requested by Arana Bobcats & Excavators, then the Guarantor irrevocably and by way of security appoints Arana Bobcats & Excavators 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 Arana Bobcats & Excavators and the Customer, with any obligations that the Customer owes to Arana Bobcats & Excavators, then the Guarantor shall comply with the Guarantor's obligations to Arana Bobcats & Excavators under this Guarantee immediately upon demand by Arana Bobcats & Excavators. Arana Bobcats & Excavators 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 Arana Bobcats & Excavators prior to Arana Bobcats & Excavators making demand on the Guarantor under this Guarantee.
7. This is a continuing guarantee and the Guarantor's obligations to Arana Bobcats & Excavators are not affected by:
  - (a) Any other person giving or not giving a guarantee to Arana Bobcats & Excavators in relation to the Customer's performance of its obligations to Arana Bobcats & Excavators;
  - (b) The winding up, deregistration, administration, liquidation or insolvency of the Customer ;
  - (c) Any delay by Arana Bobcats & Excavators 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 Arana Bobcats & Excavators 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) Arana Bobcats & Excavators taking, varying, wholly or partially discharging or otherwise dealing with or losing or impairing any security for the Customers obligations to Arana Bobcats & Excavators under any agreement or a security granted by the Customer in Arana Bobcats & Excavators' favour being or becoming void, voidable or unenforceable; or
  - (f) Any other act or omission by Arana Bobcats & Excavators 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 Arana Bobcats & Excavators under this Guarantee.
8. So long as the Customer or any Guarantor has any obligation to Arana Bobcats & Excavators, 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 Arana Bobcats & Excavators as is necessary to satisfy the Guarantor's obligations to Arana Bobcats & Excavators 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 Arana Bobcats & Excavators, sign any documents, provide any information or do anything else Arana Bobcats & Excavators requests, to ensure that any security interest created in Arana Bobcats & Excavators’ 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 Arana Bobcats & Excavators’ 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 Arana Bobcats & Excavators’ 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 Arana Bobcats & Excavators 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 Arana Bobcats & Excavators or to any security interest created by the Guarantor in Arana Bobcats & Excavators’ 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 Arana Bobcats & Excavators 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 Arana Bobcats & Excavators.
- (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:**

<b>Guarantor 1</b>	
Name:	
Signature:	
Date:	

<b>Witness 1</b>	
Name:	
Signature:	

<b>Guarantor 2</b>	
Name:	
Signature:	
Date:	

<b>Witness 2</b>	
Name:	
Signature:	

<b>Guarantor 3</b>	
Name:	
Signature:	
Date:	

<b>Witness 3</b>	
Name:	
Signature:	