



ACU-TECH CREDIT APPLICATION – 30 DAY ACCOUNT

Acu-Tech Pty Ltd (ABN: 68 626 756 223) ("Acu-Tech")

Please submit your application marked for the attention of the representative you have spoken to via one of the following options:

Accounts Email: accounts.receivable@acu-tech.com.au - Post: PO Box 103, Maddington WA 6989

Future purchase orders & enquiries to: salesperth@acu-tech.com.au (or directly to sales representative)

SECTION 1: CUSTOMER NAME/BUSINESS DETAILS

I / We the undersigned (**Customer**), request that you open a 30 day Commercial Credit Trading Account with Acu-Tech subject to the Acu-Tech Terms and Conditions of Supply of Goods and Services in the name of:

Type of entity: Sole Trader Partnership Trustee Company Company

ABN: _____ ACN: _____

Full legal name: _____

Trust name (if applicable): _____

Trading name: _____

Postal address: _____

Suburb: _____ State: _____ Postcode: _____

Trading address: _____

Suburb: _____ State: _____ Postcode: _____

Phone: _____

Accounts contact name: _____ Position title: _____

Email address (for invoices/statements): _____

SECTION 2: CUSTOMER BUSINESS PARTICULARS

Nature of Customer's business: _____

Date commenced: _____ Number of employees: _____ Premises: Owned Rented Mortgaged

Prior year turnover: \$_____ Would you be willing to provide financial statements? Yes No

Have any officers of the Customer been registered under any part of the Bankruptcy Act 1966 at any time?

Yes No

Has the Customer ever been under administration, voluntary or otherwise? Yes No

SECTION 3: CUSTOMER DIRECTORS / TRUSTEES / OWNERS PERSONAL INFORMATION

1. Name: _____

2. Name: _____

Home address: _____

Home address: _____

Phone: _____ Mobile: _____

Phone: _____ Mobile: _____

Drivers licence no: _____ DOB: _____

Drivers licence no: _____ DOB: _____

*If more than 2 directors, trustees or partners please provide full details on Customer letterhead.

SECTION 4: CUSTOMER ACCOUNT DETAILS

Credit limit requested: \$ _____ Estimated monthly purchase: \$ _____

Value of initial inquiry: \$ _____

Have you spoken to a sales representative? Yes No

If yes, name of sales representative: _____

At which branch: Maddington Kalgoorlie Newman Melbourne Brisbane

SECTION 5: CUSTOMER CREDIT REFERENCES (MINIMUM OF 3 REFERENCES REQUIRED)

Referee details provided must support similar level of Credit as is being requested and must be willing to provide a Trade Credit Reference if requested.

If space is insufficient, kindly attach a list.

Company 1: _____

Company 2: _____

Ph: _____

Ph: _____

Email: _____

Email: _____

Average monthly spend: \$ _____

Average monthly spend: \$ _____

Company 3: _____

Company 4: _____

Ph: _____

Ph: _____

Email: _____

Email: _____

Average monthly spend: \$ _____

Average monthly spend: \$ _____

SECTION 6: SIGNATORY

**SIGNED BY DIRECTORS, PARTNERS, TRUSTEES OR SOLE TRADERS AS APPROPRIATE:
(MINIMUM OF TWO SIGNATURES REQUIRED IF MORE THAN ONE DIRECTOR/PARTNER/TRUSTEE)**

Name: _____

Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

AS WITNESSED BY:

Name of witness: _____

Name of witness: _____

Signature: _____

Signature: _____

Address: _____

Address: _____

PRIVACY ACT STATEMENT AND AUTHORITY TO: THE CUSTOMER

As an organisation providing credit facilities, Acu-Tech Pty Ltd ("**Acu-Tech**") is subject to certain legislative and regulatory requirements which necessitates it obtaining and holding detailed information which personally identifies you and/or contains information or an opinion about you (Personal Information). Acu-Tech abides by the Australian Privacy Principles established under the *Privacy Act* 1988 (Cth), as amended ("**Privacy Act**"). A copy of Acu-Tech's Privacy Policy is available by contacting Acu-Tech's office.

I/We acknowledge that the information provided in this Credit Account Application ("**Application**") and accompanying Guarantee has been given to Acu-Tech for the purposes of assessment of the financial standing and credit worthiness of each of us. I/we:

1. authorise Acu-Tech to make any enquiries and obtain any information from bankers and business referees mentioned in this Application or from anybody else that Acu-Tech may reasonably consider necessary;
2. have been informed by Acu-Tech in accordance with Part IIIA of the *Privacy Act* that certain items of Personal Information about me/us (including an opinion) might be disclosed to credit reporting agencies;
3. in accordance with Part IIIA of the *Privacy Act*:
 - a. agree to reports being given to Acu-Tech for the purpose of assessing this Application;
 - b. agree that Acu-Tech may use, for the purpose of assessing an Application for credit and any accompanying Guarantee, any information concerning my/our commercial activities or commercial credit worthiness obtained from a person or body carrying on any business involving the provision of information about the commercial credit worthiness of persons; and
 - c. authorise Acu-Tech to exercise my/our rights of access to my/our credit information files and credit reports;
4. agree that Acu-Tech may disclose or receive from any credit providers or credit reporting agency whether or not named in this Application any report or record or information that may have any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - a. the assessment of any Application by me/us for credit or commercial credit;
 - b. to notify other credit providers of a default by me/us;
 - c. to exchange information with other credit providers as to the status of my/our account when I am/we are in default with Acu-Tech or with another credit provider;
 - d. to assess my/our credit worthiness or commercial credit worthiness at any time; or
 - e. to assess whether to accept me/us as an applicant for credit or to continue to provide us/me with credit;
5. agree that Acu-tech may disclose certain aspects of Personal Information to third parties for the purposes of debt recovery, trade debtors insurance, commencement or continuance of proceedings, data analysis or as outlined in Acu-Tech's Privacy Policy.

TO BE SIGNED BY AN AUTHORISED SIGNATORY ON BEHALF OF THE CUSTOMER:

Name: _____

Position: _____

Signature: _____

Date: _____

ACU-TECH TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

These terms and conditions of supply of goods and services ("**Terms**") apply to all contracts between Acu-Tech Pty Ltd ("**Acu-Tech**") and the Customer for provision of credit and for the sale, supply and hire of goods, including, but not limited to pipes, pipe fittings, pipe welders and accessories ("**Goods**") and to the provision of any related services ("**Services**").

1. **Information Warranty:** The Customer hereby warrants that the information provided to Acu-Tech by or on behalf of the Customer is true accurate and correct and is supplied for the purpose of obtaining credit.
2. **Consent to Provide and Obtain Information:** The Customer consents to the provision, receipt and exchange of information about the Customer to credit reporting agencies. The Customer authorises Acu-Tech to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness to assess the Customer's credit-worthiness.
3. **Acceptance of Terms:** The submission of a credit application and/or the purchase of Goods by the Customer and/or Customer proffering its own terms and conditions of trade or counter-offer will constitute acceptance by the Customer of these Terms.
4. **Quotations:** All quotations for prices and availability of Goods provided by Acu-Tech are valid and capable of acceptance by the Customer for a period of 15 days from the date on the quotation unless specified otherwise. Prices are subject to any material fluctuation in the input prices and exchange rates relating to those Goods as notified from time to time by Acu-Tech in its sole discretion.
5. **Purchase of Goods:** Where the Customer issues a purchase order for purchase of Goods, Acu-Tech is not bound in respect of that purchase order until it gives written notice to the Customer confirming acceptance of the purchase order subject to these Terms. Acu-Tech may accept a purchase order for Goods in whole or in part. Acu-Tech is not bound by the date of delivery set out in any purchase order.
6. **Special Orders:** The Customer will be solely responsible for any design defects for Goods made to order for the Customer or Goods manufactured to drawings, specifications or designs provided by the Customer and will indemnify Acu-Tech for any third-party claims or losses in respect of custom-made goods that arise from a design defect in those custom-made Goods.
7. **Price:** The price for purchase of all Goods is the net retail customer price for the Goods as advised to the Customer. At any time prior to delivery, Acu-Tech may, in its sole discretion, adjust the price for Goods by notice to the Customer, provided that any such change is limited to reflecting a change to the exchange rate or other input costs of the Goods that materially change prior to delivery.
8. **Hire of Goods:** Where a Customer hires Goods from Acu-Tech, Acu-Tech retains all title to and ownership of the hired Goods. The Customer will pay hire charges for the longer of the agreed hire period or the period commencing on delivery to the Customer and ending on the date that the Goods are returned to Acu-Tech. The Customer is solely responsible for determining the suitability of the Goods for the required purpose and must use the Goods in a skilful, diligent and proper manner, in accordance with best practice and only allowing the Goods to be operated by a qualified and trained operator. In the event that Customer orders one or more additional goods (**Additional Goods**) from time to time following the date that Customer signs the document titled "Acu-Tech Credit Application – 30 Day Account", these Terms shall be deemed to apply with regard to each such hire of Additional Goods. Customer acknowledges and agrees that any terms of the Customer supplied before, with or after any request for the hire of Additional Goods will not be binding between the parties and shall have no effect. For the purpose of these Terms, any reference to "Goods" herein shall be taken to include "Additional Goods" where the context requires.
9. **Wet Hire:** In the event of wet hire of Goods, although the operator of the Goods remains an employee or representative of Acu-Tech, he/she operates the Goods in accordance with the Customer's instructions and the Customer agrees that Acu-Tech shall not be liable for any actions of the operator and indemnifies Acu-Tech for all claims that arise in relation to the operation of hired Goods during the period of a wet hire to the Customer.
10. **Customer Responsibility:** For hired Goods during the hire period, the Customer must ensure that the hired Goods are fully insured for theft and damage, must clean, fuel, lubricate and maintain the Goods in accordance with the instructions of Acu-Tech, and must return the Goods to Acu-Tech at the end of the hire period in good and clean condition with no damage. Whether a hire charge is raised or not, any damage to or loss of the Goods will be charged for.
11. **Loss or Damage of Hired Goods:** If the hired Goods are lost or damaged, and the loss or damage to the Goods is caused or contributed to by the negligence, act, omission or default of the Customer, or the breach of any term of this agreement by the Customer, the Customer shall be liable for the following:
 - (i) Any costs incurred by Acu-Tech in repairing or replacing the Goods;
 - (ii) Hire charges for the Goods until the Goods are repaired or replaced; and
 - (iii) Any other reasonable costs incurred by Acu-Tech as a result of the damage to or loss of the Goods.
12. **Freight:** Freight costs are not included in the prices quoted for Goods and will be charged to the Customer at Acu-Tech's standard rates, which are available on written request.
13. **Mistake:** Acu-Tech reserves the right to correct mistakes in prices and quantities quoted in any quotation by giving written notice to the Customer at any time prior to the delivery of Goods. The Customer is deemed to have accepted the terms of the correction unless it gives two days' prior written notice declining the corrected quotation.
14. **Cancellation:** Acu-Tech may cancel an order for Goods at any time prior to delivery of Goods by written notice to the Customer without liability to Acu-Tech or the Customer. The Customer may not cancel a purchase order that has been accepted by Acu-Tech without the consent of Acu-Tech. If Acu-Tech consents to the Customer cancelling a purchase order for Goods (including custom made or non-standard Goods), the Customer must pay to Acu-Tech an amount equal to the costs incurred by Acu-Tech for that order up to the date of cancellation plus 20% of the gross price of the Goods subject to the Order, which the Customer agrees and acknowledges is fair and reasonable compensation for loss of profits and disposal costs of the Goods.
15. **Payment:** All supplies of Goods to Customers are on a cash sale or cash hire basis unless credit terms have been agreed to in writing, which will be on the following terms:
 - (i) All accounts are to be settled in full within 30 days from end of month in which Goods/Services are purchased, received, dispatched or hired, whichever is the earliest.
 - (ii) Subject to clause 15(vi), the Customer will not set off any amount required to be paid to Acu-Tech against any amount that the Customer claims against Acu-Tech.
 - (iii) Upon a default in payment, all monies then due to Acu-Tech shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand. Interest will accrue daily from the due date calculated at a rate of 1% per month.

- (iv) Any expenses, costs or disbursements incurred by Acu-Tech in recovering any outstanding monies including debt collection agency fees and solicitor's costs (on a full indemnity basis) shall be paid by the Customer on demand.
- (v) Acu-Tech can at any time require additional security from the Customer as is considered reasonably necessary and can withhold supply of Goods until acceptable security has been granted by the Customer.
- (vi) Any monetary amount provided by Acu-Tech in writing to Customer by way of a credit (other than credit pursuant to a Credit Application) may be set off against any amount payable to Acu-Tech from time to time provided that any such unused credit expires 12 months from the date of issue.

16. **Delivery:** All delivery dates are approximate only. Unless otherwise agreed, delivery of Goods will occur upon:

- (i) where the Customer is responsible for delivery, upon the Goods being handed to the Customer's carrier at Acu-Tech's premises. A signature of the Customer's carrier on an Acu-Tech delivery note will be conclusive proof of delivery to the Customer; or
- (ii) where Acu-Tech has agreed to deliver Goods to the Customer, delivery will take place when Acu-Tech delivers the Goods to the nominated site, even if the Client is not present at the site. A delivery note signed by Acu-Tech's carrier is conclusive proof of delivery to the Customer. The Customer will be responsible to provide any equipment needed to effect unloading of Goods and will be responsible for all reasonable costs of Acu-Tech that arise where delivery is prevented or delayed because of lack of equipment, personnel or authorisation to unload Goods.

In the case of clause 16(ii) above, the Customer acknowledges that Acu-Tech is not a common carrier and accepts no liability as such and the Customer agrees that Acu-Tech is not liable to be sued as, or as if it had undertaken the liability of, a common carrier. Acu-Tech reserves the right to refuse the carriage or transport of Goods for any person and the carriage of any Goods at its absolute discretion. The carriage of any Goods by Acu-Tech is performed by Acu-Tech upon and subject to these Terms only.

17. **Delay:** The Customer will be liable for any loss suffered by Acu-Tech because of any delay of delivery of Goods caused or contributed to by the Customer including reasonable storage fees and any costs associated with re-delivery.

18. **Certification:** If the Customer requires that the Goods be certified, then the issue of any certification certificate will be entirely at the discretion of Acu-Tech and, if issued, will incur a fee in an amount to be advised by Acu-Tech to the Customer at the time that the request for certification is received.

19. **Title and Risk:** Risk in relation to Goods passes to the Customer:

- (i) in the case of clause 16(i), upon the Goods being handed to the Customer's carrier at Acu-Tech's premises; and
- (ii) in the case of clause 16(ii), upon the Goods leaving Acu-Tech's premises.

Title to Goods does not pass to the Customer until full payment for the Goods has cleared in the account of Acu-Tech. Acu-Tech retains title to those Goods and to any proceeds from disposal of those Goods.

20. **Loss or damage during delivery:** The Customer acknowledges that upon transfer of risk in accordance with clause 19, the Goods are at the Customer's sole risk and it is the Customer's responsibility to insure and keep insured the Goods for the full insurable value of the Goods whilst in transit. To the fullest extent permitted by law, no claim may be made against Acu-Tech for any loss or damage to the Goods or any failure to arrange or maintain insurance of the Goods in connection with delivery following transfer of risk.

21. **Return of Goods:** The Customer may not return any custom-made or specially produced or ordered Goods. All returns of unused Goods are subject to approval by Acu-Tech at its absolute discretion upon receiving a completed *Request for Credit Return Form* from the Customer. All credits for Goods that have been approved for return will be less a 25% restocking fee and less any freight charges incurred by Acu-Tech.

22. **Repossession:** Upon default in payment by the Customer, Acu-Tech may repossess unpaid Goods. All costs of such repossession of Goods by Acu-Tech will be payable by the Customer. Such rights shall be without prejudice to Acu-Tech's right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises Acu-Tech and its personnel and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.

23. **Reliance on Advice:** The Customer acknowledges and agrees that it relies solely on its own skill and judgment and that it has not relied on any representation by Acu-Tech in relation to the fitness for purpose or the suitability of the Goods or Services. Except where Acu-Tech has acted fraudulently or has been intentionally misleading, the Customer releases Acu-Tech from any claim and indemnifies Acu-Tech for liability in relation to any advice, recommendation or assistance provided to the Customer by Acu-Tech in relation to the Goods.

24. **Design, Installation, Operation and Maintenance of Goods:** The Customer is solely responsible for adequacy of the design of Goods and of layouts and systems using the Goods. The Customer must obtain all necessary governmental permits and approvals for the installation and use of the Goods. The Customer must ensure that all design and installation of the Goods is carried out by suitably trained and qualified tradespersons under the supervision of, and in accordance with the instructions of, a suitably qualified engineer. The Customer must at all times use the Goods and undertake system design, installation and operation and maintenance of the Goods in accordance with regulatory requirements, relevant international and national standards, and industry best practice. Acu-Tech will not be liable, and the Customer releases Acu-Tech from all claims, in relation to the Goods where the Customer has not complied with the requirements of this clause 24.

25. **Insured Claims:** To the extent that the Customer makes a claim in respect of Goods or Services that an Acu-Tech insurance policy responds to ("Insured Risk"), the liability of Acu-Tech to the Customer will be limited to the amount that is recovered under that insurance policy. Acu-Tech will take all such reasonable action as is required under an insurance policy to recover proceeds under that policy for a Customer claim provided that Acu-Tech is never required to take legal action against an insurer except in circumstances where the Customer pays for the costs of such action and gives Acu-Tech a full indemnity for all costs and liabilities arising out of such action and such security as Acu-Tech may reasonably require.

26. **Uninsured Claims:** For claims that are not subject to clause 25, Acu-Tech's liability to the Customer in relation to Goods and Services will never exceed the price of the Goods. The Customer indemnifies Acu-Tech and Acu-Tech's personnel against all claims (including, without limitation injury to, or death of, any person and loss, damage to or destruction of or loss of use of any property (including property of Acu-Tech or Acu-Tech's personnel) caused or contributed to by an act or omission of the Customer or arising from the Customer's breach of these terms, except to the extent such claim is caused or contributed to by the wilful deceit or unlawful or grossly negligent act or omission of Acu-Tech. The Customer indemnifies Acu-Tech and Acu-Tech's personnel against any claims made by a third party in respect of negligence, personal injury or death arising out of the supply of Goods to the Customer by Acu-Tech, except to the extent such claim is caused or contributed to by the wilful deceit or unlawful or grossly negligent act or omission of Acu-Tech.

27. **Consequential Losses:** Notwithstanding anything to the contrary in these Terms, Acu-Tech will not be liable to the Customer for any loss of revenue and profit (other than revenue or profit derived directly from payments for Goods and/or Services under these Terms), loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, increased overhead costs and all other loss which is indirect, remote or unforeseeable loss.

28. **Warranty:** Acu-Tech's liability for a product liability claim that is not otherwise covered by clause 25 is, subject to law, limited to either (at its option) repair of Goods, or the resupply of the Goods upon the Customer returning (at its cost) the defective Goods, or the refund of the price for the Goods to the Customer.
29. **Force Majeure:** Acu-Tech is not liable for any loss caused to the Customer arising from an event or occurrence that is beyond the control of Acu-Tech including as a result of (but not limited to) strikes, lockouts, fires, hurricanes, extreme weather, riots, war, embargoes, civil commotions and acts of God.
30. **Severance:** These Terms do not exclude any provisions required by law to be included and any inconsistent provisions shall be severed from these Terms without affecting the enforceability of the remaining provisions. If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
31. **Trust:** In the case of a Customer that is a trust, the trustee of the Customer and its directors accept and agree to these Terms in their personal capacity as well as in their capacity as trustee. Each such trustee represents and warrants that the trust of which they are the trustee is lawfully operating and that the assets of the trust shall be available to meet payment of the account.
32. **Change of Ownership:** The Customer shall no later than 14 days prior to any proposed change of control of the Customer or any alteration, addition to the shareholding or directorship of Customer, notify Acu-Tech of the proposed change. Acu-Tech may, in its absolute discretion, cancel any outstanding order with the Customer or require any deposit or other security as Acu-Tech may reasonably require from the Customer upon such change of control or ownership.
33. **Charge:** The Customer:
- (i) Charges in favour of Acu-Tech all real property in which it now or in the future has any title or interest in as security for payment of any and all monies owing to Acu-Tech;
 - (ii) Consents to Acu-Tech (or its agent) lodging one or more caveats which note Acu-Tech's interest in that real property; and
 - (iii) Will do all such things (including executing any documents) required by Acu-Tech for Acu-Tech to register and maintain such caveat or caveats.
34. **PPSA:** These Terms constitute a security agreement pursuant to the Personal Property Securities Act 2009 (Cth) (**PPSA**) in relation to Goods and/or Services supplied and/or credit given to the Customer and any Goods that will be supplied in the future by Acu-Tech to the Customer. The Customer acknowledges and agrees that one or more security interests (as that term is defined in the PPSA) may be registered by Acu-Tech in relation to any supply by Acu-Tech to the Customer and the proceeds arising in relation to any dealing in the Goods in accordance with the PPSA. The Customer agrees to do all such things and sign all such documentation and/or provide any further information as may be necessary and reasonably required by Acu-Tech to:
- (i) Acquire a perfected security interest in the Goods and any proceeds;
 - (ii) Register a financing statement or financing change statement; and
 - (iii) Ensure that Acu-Tech's security position, and rights and obligations, are not adversely affected by the PPSA.
- To the fullest extent permitted by the PPSA, the Customer waives all rights to receive notifications and verification statements under the PPSA. The Customer will not grant any competing security interests or do anything that would adversely affect Acu-Tech's security interest(s) arising pursuant to these Terms.
35. **Competition and Consumer Act 2010 (Cth):** Where the provisions of the Competition and Consumer Act 2010 (Cth) (**CCA**) apply, the provisions of these Terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply.
36. **General exclusion and operation of laws:** Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or liability implied in these Terms or protected by law to the extent that such exclusion, restriction or modification would render these Terms or any provision of this Agreement void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in these Terms or protected by law is excluded. Pursuant to section 64A of Schedule 2 of the CCA (**Australian Consumer Law**):
- (i) this sub-clause applies in respect of any of the goods or services supplied under these Terms which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if the Customer establishes that reliance on it would not be fair and reasonable;
 - a. liability for breach of a guarantee conferred by the Australian Consumer Law), other than those conferred by section 51 to 53 of the Australian Consumer Law, is limited;
 - b. in the case of goods, to any one of the following as determined by Acu-Tech:
 - c. the replacement of the goods or the supply of equivalent goods; or
 - d. the repair of the goods; or
 - e. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - f. the payment of the cost of having the goods repaired;
 - (ii) in the case of services, to any one of the following as determined by Acu-Tech:
 - a. the supplying of the services again; or
 - b. the payment of the cost of having the services supplied again.
37. **Assignment:** The Customer must not assign its rights or obligations in respect of these Terms without the prior written consent of Acu-Tech.
38. **Entire Agreement:** These Terms and any quotation to which these Terms are attached or referred to in, constitute the entire agreement between Acu-Tech and the Customer relating to the provision of Goods and Services by Acu-Tech and all prior negotiations, understandings, representations, warranties, memoranda or commitments are expressly excluded. In the event of any conflict or inconsistency between these Terms and the Credit Application to which these terms may be attached, the Credit Application will prevail to the extent of such conflict or inconsistency.
39. **Authorised Representative:** The person or persons signing the document titled "Acu-Tech Credit Application – 30 Day Account" on behalf of the Customer: (a) represents and warrants to Acu-Tech that they have the authority to bind the Customer in accordance with these Terms; and (b) jointly and severally guarantees the payment of all amounts payable by Customer to Acu-Tech from time to time under or pursuant to these Terms.
40. **Jurisdiction:** These Terms are governed by the laws of Western Australia. Each of Acu-Tech and the Customer submit to the non-exclusive jurisdiction of the courts of Western Australia and any court that hears appeals from them.
41. **Severability:** If any term or part of these Terms is found to be illegal or unenforceable, that part or term shall be deemed not to be part of these Terms and the remainder of these Terms shall continue in full force and effect.

DEED OF GUARANTEE

To: **ACU-TECH PTY LTD (ABN: 68 626 756 223) ("Acu-Tech")**

1. IN CONSIDERATION of Acu-Tech agreeing at the request of the undersigned ("the Guarantor/s") to supply goods on credit to

Company name: _____ ("the Customer")

of (address): _____

each Guarantor listed below guarantees the due and punctual payment to Acu-Tech of all amounts that become due and payable to Acu-Tech by the Customer and each Guarantor agrees to pay to Acu-Tech on demand and to indemnify Acu-Tech against any and every sum or sums of money which the Customer shall at any time become liable to pay to Acu-Tech and shall fail to pay on the due date.

2. Each Guarantor grants to Acu-Tech a security interest (as that term is defined in the Personal Property Securities Act 2009 (Cth)) in relation to all present and after-acquired personal property of the Guarantor as security for the Guarantor's obligations under this Deed. Each Guarantor will provide Acu-Tech with all such information and all such other reasonable assistance as is necessary to enable Acu-Tech to register and maintain one or more security interests on the Personal Property Securities Register pursuant to this Guarantee.
3. Each Guarantor charges in Acu-Tech's favour all of their estate, title and interest in any real property which the Guarantor now has or may later acquire and any other asset or trust asset over which they have control, to secure payment of all monies owed to Acu-Tech by the Customer or the Guarantor from time to time. The Guarantor consents unconditionally to Acu-Tech lodging a caveat or caveats in such property noting its interest in the property.
4. This Guarantee is a continuing guarantee and Acu-Tech may grant to the Customer any time or indulgence in relation to the payment of any amounts due and may accept payment in cash or by means of negotiable instruments and may compound with the Customer without affecting the Guarantor's liability under this Guarantee.
5. No change in the constitution of the Customer shall impair or discharge the Guarantor's liability.
6. This guarantee shall not be determined by the death, bankruptcy, insolvency or liquidation of the Customer or the Guarantor or any one of them.
7. The Guarantor agrees that they shall be liable hereunder notwithstanding that any other person or entity intended to be a guarantor in respect of all or any of the said payments shall refuse or fails to sign this or any other guarantee.
8. Payment of the amounts guaranteed by a Guarantor hereunder shall be made by a Guarantor immediately upon service of written notice by Acu-Tech requiring payment.
9. Each Guarantor shall be a primary debtor to Acu-Tech for the payment of all amounts guaranteed.
10. A Guarantor or their personal representatives may at any time by written notice to Acu-Tech terminate this Guarantee to take effect from the date of receipt of the written notification by Acu-Tech. Such termination shall not affect a Guarantor's liability for any amount due and owing by the Customer that arose prior to termination.
11. Any demand for payment shall be properly served on the Guarantor by Acu-Tech or by their solicitors and left at or sent by prepaid post to the address as set out below, and if sent by post shall be deemed to have been served on the day following that on which it was posted. Amounts due will include special orders manufactured or started.
12. This Guarantee shall be governed by and construed in accordance with the laws of Western Australia.
13. This Guarantee is binding on and enforceable against a Guarantor's executors, administrators, personal representatives, successors and assigns.
14. In this Guarantee:
 - a. The singular shall include the plural; and
 - b. If there is more than one Guarantor, a reference to "Guarantor" shall be deemed to be reference to each Guarantor and the Guarantor's obligations here-under shall be deemed to be obligations of each Guarantor severally and of the Guarantors jointly.

SIGNED AS A DEED BY:

Name of guarantor: _____

Name of guarantor: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Date of birth: _____

Date of birth: _____

Address: _____

Address: _____

AS WITNESSED BY:

Name of witness: _____

Name of witness: _____

Signature: _____

Signature: _____

Address: _____

Address: _____

EACH GUARANTOR MUST PROVIDE A COPY OF THEIR DRIVERS LICENCE WITH THIS DEED

CHECK LIST

- Have you signed the application on page 2 including witness signatures?
- Have you signed the Privacy Act Statement and Authority on page 3?
- Have you signed the guarantee on page 7 including witness signatures?
- Copies of driver's licences attached?