



DEALER APPLICATION & SECURITY AGREEMENT

Edmo Asia Pacific Pty Ltd
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 SALISBURY SOUTH, S.A. 5106
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 Email: sales@edmoap.com.au
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Date: _____		Account Type: (please tick)	30 Days Net Continue to section 2	OR	Prepaid Continue to section 3
1. Company Information		2. Credit References (Only complete if you are applying for credit.)			
Name of Business: _____		Company Name: _____			
Postal Address: _____		Contact Name: _____			
Suburb: _____		Phone: _____			
State & Postcode: _____		Email: _____			
Shipping Address: _____		Company Name: _____			
Suburb: _____		Contact Name: _____			
State & Postcode: _____		Phone: _____			
Preferred Freight Carrier: (please tick)		Email: _____			
<input type="checkbox"/> Startrack <input type="checkbox"/> Toll <input type="checkbox"/> TNT <input type="checkbox"/> AusPost		Company Name: _____			
Other: (please specify) _____		Contact Name: _____			
A/C Number: _____		Phone: _____			
Phone: _____		Email: _____			
Email: _____		3. Credit Card Details (Prepaid accounts only.)			
Website: _____		Card Number: _____			
Credit Limit Req: _____		Name on Card: _____			
ACN: _____		Expiry Date: _____			
ABN: _____		CVV: _____			
CASA Approval No.: _____		(please tick) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex (2.5% Surcharge)			
QA Approval No.: _____		Signed: _____			
Purchasing Contact: _____		4. Business Activity – Check everything that applies:			
Purchasing Phone: _____		Avionics Workshop: <input type="checkbox"/>		Engine/Airframe <input type="checkbox"/>	
Email: _____		Helicopter: <input type="checkbox"/>		Pilot Supplies <input type="checkbox"/>	
A/C Payable Contact: _____		Defence: <input type="checkbox"/>		Fleet Operator: <input type="checkbox"/>	
A/C Payable Phone: _____		Other: (please specify) <input type="checkbox"/>			
Email: _____					
5. Terms & Conditions (Please Sign Page 3)					
<ul style="list-style-type: none"> ○ This agreement constitutes a Security Agreement pursuant to the Personal Property Securities Act (2009 PPSA) ○ Completing a Dealer Application and Security Agreement does not infer that credit will be granted. ○ The document must be completed in full, with no alterations or deletions. Any such alterations or deletions will void the application and a new form will need to be completed. ○ Applicants are advised that, should any of the Terms and Conditions be considered unacceptable, they should contact Edmo Asia Pacific to further discuss and negotiate before proceeding with the application. ○ Unless specifically advised otherwise, and in writing by you, all orders received from you will be deemed acceptance of the Terms and Conditions and will be supplied accordingly. ○ Edmo Asia Pacific reserves the right to refuse credit, suspend or withdraw credit facilities to any Applicant without explanation or notice. ○ If the Customer acts as, or is part of, a Trust/Nominee Entity then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application (See Page 4). 					

Dealer General Terms & Conditions and Security Agreement

IN CONSIDERATION OF Edmo Asia Pacific Pty Ltd ACN 097 627 211 (hereinafter referred to as "Edmo AP") providing commercial credit facilities to the party completing the application (hereinafter referred to as **"the Customer"**) annexed to these conditions:

- (i) The Customer acknowledges and agrees that the following applies to and forms part of any contract for the supply of Goods and/or Services by Edmo AP and that these General Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer. Any request from the Customer to Edmo AP for the supply of Goods and / or Services shall constitute acceptance of these general terms and conditions.
- (ii) The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.
- (iii) These terms and conditions, including any Credit Limits set by Edmo AP, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by Edmo AP by any means. Unless or except specifically excluded herein, Edmo AP and the Customer retain any rights and remedies available to them in any prior or pre-existing agreement.
- (iv) "Goods" and/or "Collateral" shall mean all goods and/or services supplied by Edmo AP to the Customer, or ordered by the Customer but not yet supplied, and includes goods and/or services described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which Edmo AP may intend to register a Security Interest. "Price" shall mean the cost of the Goods as referred to in Edmo AP price lists, prepared quotes and / or specific arrangements and shall be subject to change from time to time without notice.

1. Privacy

1.1 The Customer agrees for Edmo AP to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Edmo AP.

1.2 The Customer agrees that Edmo AP may exchange information about the Customer with those credit providers and with related parties for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

1.3 The Customer consents to Edmo AP being given a consumer credit report to collect overdue payment on commercial credit.

1.4 The Customer agrees that personal credit information provided may be used and retained by Edmo AP for the following purposes:

- (a) the provision of Goods & or Services; and/or
- (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods & or Services; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (d) enabling the collection of amounts outstanding in relation to the Goods & or Services.

1.5 Edmo AP may give information about the Customer to a CRB for the following purposes:

- (a) to obtain a consumer credit report,
- (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

1.6 The information given to the CRB may include:

- (a) personal information as outlined in 1.1 above,

- (b) name of the credit provider and that Edmo AP is a current credit provider to the Customer,
- (c) whether the credit provider is a licensee,
- (d) type of consumer credit,
- (e) details concerning the Customer's application for credit or commercial credit (e.g. creation and/or closing date of the credit account and the amount requested),
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Edmo AP has been paid or otherwise discharged and all details surrounding that discharge (e.g., dates of payments);
- (g) information that, in the opinion of Edmo AP, the Customer has committed a serious credit infringement,
- (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

1.7 The Customer shall have the right to request (by e-mail) from Edmo AP:

- (a) a copy of the information about the Customer retained by Edmo AP and the right to request that Edmo AP correct any incorrect information; and
- (b) that Edmo AP does not disclose any personal information about the Customer for the purpose of direct marketing.

1.8 Edmo AP will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

1.9 The Customer can make a privacy complaint by contacting Edmo AP via e-mail. Edmo AP will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to decide as to the outcome of the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au

2. Personal Property Securities Act (2009)

2.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

2.2 Upon assenting to these terms & conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Customer to Edmo AP for Goods & or Services – that have previously been supplied and that will be supplied in the future by Edmo AP to the Customer.

2.3 The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up to date) which Edmo AP may reasonably require to:

- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register,

- (ii) register any other document required to be registered by the PPSA; or

- (iii) correct a defect in a statement referred to in clause 2.3(a)(i) or 2.3(a)(ii),

- (b) indemnify, and upon demand reimburse, Edmo AP for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby,

- (c) not register a financing change statement in respect of a security interest without the prior written consent of Edmo AP;

- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of Edmo AP;

- (e) immediately advise Edmo AP of any material change in its business practices of dispensing

the Materials which would result in a change in the type of proceeds derived from such sales.

2.4 Edmo AP and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

2.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3) (d) and 132(4) of the PPSA.

2.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

2.7 Unless otherwise agreed to in writing by Edmo AP, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

2.8 The Customer shall unconditionally ratify any actions taken by Edmo AP under clauses 2.3 to 2.5.

2.9 Subject to any express provisions to the contrary (including those contained in this clause 2) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA

3. Price & Payment

3.1 At Edmo AP sole discretion the Price shall be either:

- (a) as specified on pricelist published on Edmo AP's website; or

- (b) as specified by Edmo AP quoted Price (subject to clause 3.2) which is valid and binding upon Edmo AP for no more than Seven (7) days from the date of the quotation.

3.2 Edmo AP reserves the right to change the Price:

- (a) If a variation to the Goods & or Services which are to be provided is requested; or

- (b) In the event of increases to Edmo AP in the cost of labour or Materials which are beyond Edmo AP's control.

3.3 Variations will be charged for based on Edmo AP's quotation, and will be detailed in writing, and shown as variations on Edmo AP's invoice. The Customer shall be required to respond to any variation submitted by Edmo AP within seven (7) days. Failure to do so will entitle Edmo AP to add the cost of the variation to the Price.

3.4 Time for payment for the services provided, will be payable by the Customer on the date/s determined by Edmo AP, which may be:

- (a) payment in full on placement of order
- (b) prior to delivery of the goods & services; or
- (c) payment of a deposit of up to 25% on placement of order

- (d) for approved account holders only thirty (30) days following the end of the month of invoice in which a monthly statement is posted to the Customer's address or address for notices; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Edmo AP.

3.5 Payment may be made by, cash, cheque, bank cheque, electronic/on-line banking, credit card (a fee of up to 2.5% per transaction may apply), debit card or by any other method as agreed to between Edmo AP and the Customer.

3.6 Unless otherwise specified all references to currency, monetary values and dollars set forth herein shall mean Australian dollars (\$) and all payments hereunder shall be made in Australian dollars.

3.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Edmo AP nor to withhold payment of any invoice because part of that invoice is in dispute.

3.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Edmo AP an amount equal to any GST Edmo AP must pay for any supply by Edmo AP under this or any other contract for the sale of the Goods & or Services. The Customer must pay GST, without deduction or set off, of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

4. Default & Consequences of Default

4.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 2.0% per calendar month and interest shall compound

monthly at such a rate after as well as before any judgment.

4.2 If the Customer owes Edmo AP any money the Customer shall indemnify Edmo AP from and against all costs and disbursements incurred by Edmo AP in recovering the debt (including but not limited to internal administration fees, collection agent commissions, legal costs on a solicitor and own Customer basis, Edmo AP contract fee, and bank dishonour fees).

4.3 Without prejudice to any other remedies Edmo AP may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Edmo AP may suspend or terminate the supply of Goods & or Services to the Customer. Edmo AP will not be liable to the Customer for any loss or damage the Customer suffers because Edmo AP has exercised its rights under this clause.

4.4 Further to any other rights or remedies Edmo AP may have under this contract, if a Customer has made payment to Edmo AP, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Edmo AP under this clause 4 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

4.5 Without prejudice to Edmo AP other remedies at law Edmo AP shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Edmo AP shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Edmo AP becomes overdue, or in Edmo AP opinion the Customer will be unable to make a payment when it falls due,

- (b) the Customer has exceeded any applicable credit limit provided by Edmo AP;

- (c) the Customer becomes insolvent or bankrupt, convenes a meeting of creditors or proposes and or enters an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

5. Security & Charge

5.1 In consideration of Edmo AP agreeing to supply the Goods & or Services, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

5.2 The Customer indemnifies Edmo AP from and against all Edmo AP's costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising Edmo AP's rights under this clause.

5.3 The Customer irrevocably appoints Edmo AP as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 5 including, but not limited to, signing any document on the Customer's behalf.

6. Title

6.1 Edmo AP and the Customer agree that ownership of Goods & or Services provided by Edmo AP shall not pass until:

- (a) the Customer has paid Edmo AP all amounts owing to Edmo AP; and

- (b) the Customer has met all, of its other obligations to Edmo AP.

6.2 Receipt by Edmo AP of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

6.3 It is further agreed that until ownership of the goods & or services passes to the Customer in accordance with clause 7.1:

- (a) the Customer holds the benefit of the Customer's insurance of the goods & or services on trust for Edmo AP and must pay to Edmo AP the proceeds of any insurance in the event of goods & or services being lost, damaged or destroyed.

(b) the production of these terms and conditions by Edmo AP shall be sufficient evidence of Edmo AP rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Edmo AP to make further enquiries.

(c) the Customer must not sell, dispose, or otherwise part with possession of the goods & or services other than in the ordinary course of business and for market value. If the Customer sells and disposes or parts with possession of the goods & or services, then the Customer must hold the proceeds of any such act on trust for Edmo AP and must pay or deliver the proceeds to Edmo AP on demand.

(d) Edmo AP may commence proceedings to recover the price of the goods & or services sold notwithstanding that ownership of goods & or services has not passed to the Customer.

7. Risk

7.1 If Edmo AP retains ownership of the goods & or services under clause 6 then:

(a) where Edmo AP is supplying goods & or services, all risk for the goods & or services shall immediately pass to the Customer on delivery and the Customer must insure the goods & or services on or before delivery. Delivery of the goods & or services shall be deemed to have taken place immediately at the time that either,

(i) the Customer or the Customer's nominated carrier takes possession of the goods & or services at Edmo AP address; or

(ii) the goods & or services are delivered by Edmo AP or Edmo AP nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).

(b) where Edmo AP is to supply goods & or services then Edmo AP shall maintain an insurance policy until delivery and installation of the Goods & or Services is completed. Upon delivery of the Goods & or Services all risk for the Goods & or Services shall immediately pass to the Customer.

7.2 Notwithstanding the provisions of clause 7.1 if the Customer specifically requests Edmo AP to leave goods & or services outside the Customer's premises for collection or to deliver the goods & or services to an unattended location then such goods & or services shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the goods & or services are insured adequately or at all. If goods are lost, damaged, and or destroyed then replacement of the goods shall be at the Customer's expense.

7.3 In conjunction with the provisions of clause 7.2 the Customer authorises Edmo AP's right to claim insurance monies direct from the Customer's insurer.

7.4 Edmo AP is entitled to suspend or terminate the supply of Goods & or Services to the Customer if there is a material change to the scope of Goods & or Services to be delivered.

(a) the Customer shall be liable for Edmo AP's costs of delivery, upon the re-commencement of delivery of the Goods & or Services to the nominated address, if applicable; and

(b) Edmo AP will not be liable to the Customer for any loss or damage the Customer suffers because Edmo AP has exercised its rights under this clause.

7.5 Edmo AP shall not be liable whatsoever for any loss or damage to the Goods & or Services delivered that is caused by any other parties.

8. Shipping & Delivery

8.1 All sales, unless otherwise noted, all consignments are shipped FOB Adelaide, South Australia or FOB Napier, New Zealand. We do not have an order minimum.

8.2 Prior to finalization of invoice, we do our best to estimate shipping charges for you, but actual charges are determined once your order has been pulled, packed, and logged. The actual number of boxes and the dimensions of the boxes required are not always easy to estimate.

8.3 Any redelivery fees are on charged to the customer Edmo Asia Pacific will nominate the carrier unless instructed otherwise and agreed by Edmo Asia Pacific

8.4 All orders are at customers risk ex Edmo AP warehouse

9. Defects, Warranties & Returns, Competition & Consumer Act (2010)

9.1 All statutory warranties apply.

9.2 Edmo AP is not the manufacturer of the products sold and provides no warranties for the products sold.

9.3 All warranty considerations and determinations remain solely with the manufacturer of the product. All warranty claims and inquiries are to be between the manufacturer and the customer.

9.4 Edmo AP has no authority to make warranty/replacement decisions on behalf of the manufacturer.

9.5 Edmo AP will endeavour to assist customers remedy a warranty situation for product(s) purchased from Edmo AP.

9.6 Edmo AP will on charge all costs involved in remedying a warranty claim with a manufacturer on behalf of a customer.

9.7 Goods may not be returned without prior authorisation. EDMO AP will issue a return authorization number (RA) on approved items for return. All returned goods must have been originally purchased from EDMO AP.

9.8 Returned goods must be in new condition in original packaging (unless faulty) and must include all C of C's and 8130 Release Notes.

9.9 All Product must be returned within Seven (7) days or within the manufacturers' warranty terms accompanied by "proof of purchase".

9.10 If the Customer is considered a consumer within the CCA, Edmo AP's liability is limited to the extent permitted by section 64A of Schedule 2.

9.11 If Edmo AP is required to replace the Goods under this clause or the CCA, but is unable to do so, Edmo AP may refund any money the Customer has paid for the Goods & or services.

10. Cancellation

10.1 Edmo AP may cancel any order to which these terms and conditions apply or cancel delivery of at any time before the Goods & or Services are due for delivery by giving written notice to the Customer. On giving such notice Edmo AP shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to Edmo AP at that time.

10.2 Edmo AP shall not be liable for any loss or damage whatsoever arising from such cancellation.

10.3 In the event that the Customer cancels any approved order the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Edmo AP as a direct result of the cancellation (including, but not limited to, any loss of profits).

10.4 Cancellations will not be accepted on Customer orders of specifically manufactured goods.

11. Jurisdiction

11.1 This agreement shall be construed in accordance with laws of the **State of South Australia** and, where applicable the Commonwealth of Australia and the Customer submits to the non-exclusive jurisdiction of the Adelaide courts in **South Australia**.

11.2 Edmo AP shall have exclusive right to nominate the Court in which any legal action is to be commenced and conducted.

12. Acceptance

12.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Goods & or Services.

12.2 These terms and conditions shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Edmo AP.

12.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

13. Change in Control

13.1 The Customer shall give Edmo AP not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Edmo AP due to the Customer's failure to comply with this clause.

14. Compliance with Laws

14.1 The Customer and Edmo AP shall comply with the provisions of all statutes, regulations and by laws of government, local and other public authorities that may be applicable to the goods & or services.

15. Service of Notices

15.1 Any written notice given under this agreement shall be deemed to have been given and received:

(a) by handing the notice to the other party, in person,

(b) by leaving it at the address of the other party as stated in this agreement,

(c) by sending it by registered post to the address of the other party as stated in this agreement,

(d) if sent by facsimile transmission to the fax number of the other party as stated in this agreement (if any), on receipt of confirmation of the transmission,

(e) if sent by email to the other party's last known email address.

15.2. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

16. Trusts

16.1 If the Customer at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Edmo AP may have notice of the Trust, the Customer covenants with Edmo AP as follows:

(a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund,

(b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.

16.2 The Customer will not without consent in writing of Edmo AP (Edmo AP will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events,

(a) the removal, and replacement or retirement of the Customer as trustee of the Trust,

(b) any alteration to or variation of the terms of the Trust,

(c) any advancement or distribution of capital of the Trust; or

(d) any resettlement of the trust property.

17. Force Majeure

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, pandemic, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.

18. General

18.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected and prejudiced or impaired.

18.2 Edmo AP shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Edmo AP of these terms and conditions (alternatively Edmo AP's liability shall be limited to damages which under no circumstances shall exceed the Price of the goods and or services).

18.3 The Customer agrees that Edmo AP may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Edmo AP to provide goods and or services to the Customer.

18.4.5 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

I have read and understood this document and have been advised, and given an opportunity, to seek independent legal advice. I warrant by signature below that the information given in support of this application is true and correct. I further warrant that I am authorized to sign on behalf of the Customer and to bind the Customer in contract.

Applicant:	
Name:	Signature:
Title:	Date:

Witness:		
Name:	Signature:	Date:

GUARANTEE & INDEMNITY

IN CONSIDERATION OF Edmo AP Pty Ltd ACN 097 627 211 (hereinafter referred to as "Edmo AP") granting the Customer (as named in the Application for Credit of which forms a part of this document) trade credit, **I/WE GUARANTEE** payment to Edmo AP of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with Edmo AP.

I/WE HEREBY AGREE & ACKNOWLEDGE:

- That this is a continuing guarantee and,
- To indemnify Edmo AP against all loss or damage arising from any past, present and or future dealing with the Customer or any of us,
- That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Edmo AP or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,
- That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Contractor Arrangement (DOCA) or by Edmo AP voting in favor of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,
- That this guarantee becomes binding on such of us that sign this guarantee regardless or not all intended signatories execute this guarantee and,
- That Edmo AP is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,
- That this guarantee may not be unilaterally revoked by me or any of us and remains in force until such time as I/we receive written confirmation from Edmo AP that we are released from our obligations and liabilities under this guarantee.
- That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
- That I/we indemnify Edmo AP against losses or costs that it may suffer due to the disgorging monies to a liquidator of the Customer and,
- That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,
- That I/we consent to Edmo AP effecting a registration on the PPSA register (in any manner Edmo AP deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms and,
- That I/we waive my/our right to receive notice of a verification statement in relation to any registration on the register and,
- That I/we must promptly do any act or thing that Edmo AP requires to ensure that Edmo AP interest is a perfected security interest and has priority over all of the other security interests and,
- That I/we will not register a financing change statement in respect of the security interest without Edmo AP prior written consent and,
- That Edmo AP may, at its absolute discretion, apply any amounts received from me/us toward amounts owing to Edmo AP in such order as Edmo AP may determine and,
- That if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, I/we agree that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires Edmo AP to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires Edmo AP to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement) and,
- That notices or documents required or permitted to be given to Edmo AP for the purposes of the PPSA must be given in accordance with the PPSA and,
- That Edmo AP will not disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e) and,
- I/We must, upon demand, reimburse Edmo AP for all costs and/or expenses incurred or payable by Edmo AP in relation to registering or maintaining any financing statement or any other document in respect of any security interest or releasing in part or in whole Edmo AP's security interest and,
- In these terms, the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement.

I/WE HEREBY CHARGE in favour of Edmo AP all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which I/we now have any legal or beneficial interest or in which I/we later acquire any such interest, with payment of all monies owed by the Customer to Edmo AP. I/we shall, upon demand, execute such documents in registrable form, or do such other things as Edmo AP requests to give further or better effect to the security granted by me/us to Edmo AP and I/we consent to the lodging by Edmo AP of a caveat or caveats which note its interest in or over any such land or other caveatable property. If I/we should neglect or fail to provide an instrument of security or consent, I/we hereby appoint Edmo AP to be my/our attorney in the executing and registering of such instruments.

I/WE FURTHER AGREE that this agreement shall be governed by and construed in accordance with the laws of the **State of South Australia** and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of **South Australia**.

Notice of Disclosure of Your Credit Information to a Credit Reporting Agency

I/We acknowledge and give consent that Edmo AP may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as Edmo AP reasonably sees fit from time to time, and for the duration of this agreement, including but not limited to;

- Edmo AP passing the information on to a credit reporting agency
- Edmo AP passing the information on to a debt collector
- obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the **Privacy Amendment (Enhancing Privacy Protection) Act 2012** which amends the **Privacy Act 1988 (Cth)**.
- this consent shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with Edmo AP

GENERAL:

I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.

- "I" & "we", "& "us" means each of the Guarantors jointly and severally.
- "PPSA" & "Goods" have the meaning ascribed to them in the Credit Application which forms a part of this document.
- The invalidity or unenforceability of any provision of this Guarantee and Indemnity shall not affect the validity or enforceability of the remaining provisions.
- Clerical errors are subject to correction and do not bind Edmo AP.

Guarantor # 1:		
Name:	Signature:	Date:
Witness:		
Name:	Signature:	Date:

Guarantor # 2:		
Name:	Signature:	Date:
Witness:		
Name:	Signature:	Date: