

**SSS Pty Ltd**

PO BOX 4189 Marayong NSW 2148

(02) 9672 3888 (02) 9831 6088

admin\_support@sewgroup.com

sss.com.au

**WHOLESALE CREDIT APPLICATION****30 DAY ACCOUNT**

Please complete this form in full, read the acknowledgment and terms and conditions in Section 2, then sign and date your application. Return your completed and signed form to SSS Pty Ltd PO BOX 4189 Marayong NSW 2148 OR scan/photograph and email to admin\_support@sewgroup.com This application does not commit the Vendor to the supply of goods or credit. Please allow seven (7) working days for processing after which the applicant will be sent an account approval letter by mail if approved.

**Business Details**

Business Name:

ABN:

Previous Trading Name:

(If Applicable)

Business Type:

Address:

Delivery Address: (If different to address left)

Company

Partnership

Sole Trader

Period Business has operated:

Estimated Monthly Purchases: \$

Business Services: (Check all applicable)

Sewing Machines

Papercraft/Scrapbooking

Needlecraft

Drycleaning

Dress Fabrics

General Craft

Knitting / Crochet

Alterations

Patchwork / Quilting

Beading

Machine Embroidery

Lighting

Other (Please Specify)

**Contact Details**

Contact Name:

(Full Name)

Phone:

Fax:

Mobile:

Email:

**Directors/Partners/Proprietors**

Please fill in the complete name, home address and home phone number of Directors, Partners or Sole Traders. (This information is essential and no account will be opened unless supplied)

Name:

(Full Name)

Phone:

Address:

Name:

(Full Name)

Phone:

Address:

# Trading References

Please fill in trading references of current vendors, or personal credit details such as bankcard, Visa etc

1. Contact  
Name:

Company:

Email:

Phone:

2. Contact  
Name:

Company:

Email:

Phone:

3. Contact  
Name:

Company:

Email:

Phone:

## SECTION 2 The applicants acknowledgments

The Applicant(s) is/are above the age of 18 years.

The Applicant has read and understood and been advised to obtain and have had the opportunity to obtain legal advice in relation to this Account Application and the Vendors Standard Terms and Conditions of Trade, which forms part of this Wholesale Account Application (copy contained herein).

The Applicant agrees that if the Application is approved that the Applicant will abide by the Vendors Terms and Conditions of Trade which may be varied from time to time by the Vendor giving the Applicant written notice of the Vendors amended Terms and Conditions of Trade. Unless the Applicant notifies the Vendor in writing within seven (7) days that it does not agree to the amended terms then the Applicant will be bound by any such. The Applicant warrants the above information is true and correct and that he/she has the authority to agree to these Terms and Conditions. If the Applicant does not provide the information requested in this document, the Vendor may be unable to process the Application.

## SECTION 3 – Privacy Act

We are committed to your privacy. Our policy on the handling of personal information is to comply with the principals set out in the Privacy Act, 1988. A copy of our Privacy Policy can be obtained on request.

The Customer authorises the Vendor to: -

- Obtain from its credit reporting agencies or other credit reporting agencies or others, a credit report containing personal credit information about the Customer in relation to commercial credit provided by the Vendor.
- The Vendor may give to and seek from, all trade references or credit providers named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Customers arrangements.
- Obtain any information about the Customers credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- Disclose the contents of any credit report on the Customer or any Guarantor to any credit practice or credit reporting agency and to any of its solicitors and mercantile agents.

In the event that the Customer or any of its Guarantors fails to meet its payment obligations to the Vendor, the Vendor may be entitled to disclose this to a credit reporting body. The credit reporting agencies that the Vendor may use include VEDA at [www.mycreditfile.com.au](http://www.mycreditfile.com.au) 1300 762 207.

If the Customer does not provide this information, the information requested in this document, the Vendor may be unable to process the Application.

## Section 4 – Personal Guarantee – Owners/Directors

If the Customer is a company, then satisfactory Guarantor/s (as approved by the Supplier) must execute the Deed of Guarantee and Indemnity set out in the attached document before any credit can be approved. In the event that no Guarantee is executed, then the person/s signing this Application for or on behalf of the Company Customer shall be personally liable in the terms set out in the Deed of Guarantee and Indemnity

Director

Name:  
(Full Name)

Address:

Home

Phone:

Director

Name:  
(Full Name)

Address:

Home

Phone:

Director

Name:  
(Full Name)

Address:

Home

Phone:



## CREDIT ACCOUNT TERMS & CONDITIONS OF SALE

### 1 Definitions and Interpretation

Conditions mean these Credit Account Terms & Conditions.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party making this application for credit.

Goods mean any goods and service supplied by the Vendor.

Insolvency event means, for the Customer, as applicable, being in Liquidation or provisional Liquidation, bankruptcy or under Administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Vendor becoming an insolvent under Administration (as defined in Section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

PPSA means Personal Property Securities Act 2009 (Cth).

Real property means all real property interests held by the Customer now or in the future.

Vendor means, in connection with the supply of any Goods or Services, SSS Pty Ltd. Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included.

### 2 General

In consideration of the Vendor agreeing to supply goods and/or services to the Customer, the Customer agrees and accepts that these Terms and Conditions apply to all sale of goods by the Vendor to the Customer, to the exclusion of any conditions of sale appearing on any document of the Customer. The Customer further acknowledges that these Terms and Conditions of Sale constitute the entire agreement of the parties as to the supply of goods by the Vendor, and may not be varied without the prior written agreement of the Vendor. The Vendor reserves the right to suspend/close credit facilities in breach of these Conditions.

### 3 Price

Unless otherwise agreed in writing the price for the goods shall be that price listed by the Vendor at the date of order. The Vendor's price list is GST exclusive. GST will be charged at the appropriate rate of ruling at the date of invoice.

### 4 Terms of Payment

- (a) The Customer must pay for the goods and services pursuant to this Application including GST within thirty (30) days from the date of the last monthly statement, unless otherwise stated in writing by the Vendor.
- (b) After the due date of payment, the Vendor may charge interest on outstanding amounts payable, calculated on a daily balance, at the reference rate of our nominated Banking Corporation +2%.
- (c) Any moneys paid by the Customer shall be forthwith applied to payment, firstly of all interest (if any) and secondly in reduction of the amount charged for goods. Those shall be applied in indebtedness for goods which have been outstanding for the longest period so that that balance owing at any time shall represent goods most recently sold and invoiced and the date of any invoice shall be the sole invitation of the date of any sale for the purpose of applying money paid in reduction of any outstanding amount.

- (d) The Customer will be responsible for payment of all goods supplied at their order, or any person in their employ or agent acting on their behalf.
- (e) The Vendor may require the Customer to pay cash in full prior to delivery if in the Vendor's opinion the creditworthiness of the Customer becomes unsatisfactory.
- (f) Agreed discounts, rebates and allowances to which the Customer is entitled are credited to the Customer by the Vendor. In no circumstances is the Customer permitted to deduct any discount, rebate or allowance from moneys owing by it to the Vendor.
- (g) If the Customer fails to comply with these Terms and Conditions or fails to pay any money when due or suffers an insolvency event or makes any misrepresentation to the Vendor the balance of the Customer's account to the Vendor becomes due and payable immediately.
- (h) The Customer agrees to pay and reimburse the Vendor on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by the Vendor in respect of the preparation of any agreements, personal guarantees, securities or other documentation required by the Vendor or to document or secure the provision of credit to the Customer together with all collection and enforcement costs and expenses which the Vendor may suffer or incur in connection with the sale of goods or supply of services or provisions of credit to the Customer (without limitation) legal costs on a full indemnity basis.
- (i) A statement in writing signed by an authorised officer of the Vendor setting out the moneys due or owing to the Vendor at the date of the statement shall be sufficient evidence of the amount so due or owing unless manifest error can be shown.
- (j) If the Customer is a company, then satisfactory Guarantor/s (as approved by the Vendor) must execute the Deed of Guarantee and Indemnity set out on page xxx of this document before any credit can be approved. In the event that no Guarantee is executed, then the person/s signing this Application for or on behalf of the Company Customer shall be personally liable in the terms set out in the Deed of Guarantee and Indemnity.
- (k) The Vendor may refuse to supply goods and/or services to the Customer until all amounts due to the Vendor have been paid in full.

### 5 Change of Ownership

In the event of the Customer, being an individual or partnership, incorporates his/her business and the Company continues to use the existing account, or the account is used by a Company of which he/she is a Director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the Customer will remain liable for all debt incurred on this account until such time as the Vendor is notified in writing of such change.

### 6 Charge

- (a) As security for any amounts due to the Vendor from time to time, the Customer charges all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property to the Vendor.
- (b) Without limiting the generality of the charge in clause 4(a), the Customer, agrees, on request by the Vendor, to execute any documents and do all things reasonably required by the Vendor, (including if a beneficial owner, as beneficial owner under the Conveyancing Act 1919 (NSW) or of any analogous implied term under the applicable governing law) to perfect the charge given in clause 4(a) including registering a mortgage security over any Real Property. The Customer appoints SSS Pty Ltd to be the Customer's lawful attorney for the purposes of executing and registering such documents and taking all such steps in that regard. The Customer indemnifies the Vendor on an indemnity basis against all costs and expenses incurred by the Vendor in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.
- (c) The Customer consents unconditionally to the Vendor lodging a caveat or caveats noting its interest in any Real Property.



## 7 Retention of Title

The Vendor retains legal and equitable title in any goods supplied to the Customer until payment in full for or in connection with the supply of the relevant goods has been received by the Vendor. Until payment in full has been received, the following terms apply: -

- (a) Notwithstanding that title in the goods remains with the Vendor until payment has been received in full, the Customer may sell such goods or use the goods in a manufacturing or construction process in the ordinary course of the Customer's business. As between the Customer and the purchaser of any item of the goods, the Customer sells as principal and not as agent of the Vendor. The proceeds of sale of each item of goods must be held by the Customer in a separate fund on trust for the Vendor and the Customer is under a duty to account to the Vendor for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount to the Vendor for goods supplied.
- (b) Until goods are sold or used in a manufacturing or construction process, the Customer must keep the goods safe and free from deterioration, destruction, loss or harm, clearly designate the goods as the property of the Vendor, store them in such a way they are clearly identified as the property of the Vendor and keep full and complete records, firstly, of the physical location of the goods and, secondly, the ownership of the goods by the Vendor.
- (c) The Vendor is irrevocably entitled at any time and from time to time before sale of any item of goods by the Customer to inspect or to recover and retake possession of such goods and otherwise exercise in relation to the goods any of its rights whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Vendor and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Vendor and to indemnify the Vendor and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Vendor and its agents agree to take all reasonable care in removing the goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the goods.
- (d) This reservation of title and ownership is effective whether or not the goods have been altered from their supplied form, or commingled with other goods.

## 8 Security Interest

- (a) The retention of title arrangement described in clause 7 constitutes the grant of a purchase money security interest by the Customer in favour of the Vendor in respect of all present and after acquired goods supplied to the Customer by the Vendor.
- (b) The Customer must immediately, if requested by the Vendor, sign any documents, provide all necessary information and do anything else required by the Vendor to ensure that the Vendor's purchase money security interest is a perfected security interest.
- (c) The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the goods or any proceeds from the sale of the goods until the Vendor has perfected its purchase money security interest.
- (d) For any goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the goods.
- (e) The Customer hereby waives any rights the Customer may otherwise have to:
  - (i) receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135;
  - (ii) apply to a Court for an order concerning the removal of an accession under Section 97;
  - (iii) object to a proposal of the Customer to purchase or retain any collateral under ss 130 and 135; and

- (iv) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Vendor may have in goods supplied to the Customer from time to time.
- (f) For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

## 9 Delivery, Claims and Returns

- 9.1 Goods may be returned for a credit to your account provided that:
  - (a) Prior authorisation is to be obtained from SSS Pty Ltd sales staff within seven (7) days of receipt of goods. A Return Authorisation Number will be issued at the discretion of SSS Pty Ltd.
  - (b) All returned goods must be returned as specified in the Return Authority and the Return Authorisation Number must be visible on the outside of the carton. Also, the goods must be accompanied by a copy of the original invoice.
  - (c) Goods returned due to incorrect invoicing or picking will be issued a full credit provided they are in saleable condition, unopened and in original packing will all components, and as such must not have additional prices, stickers or tags attached or be marked, coded, dated, damaged, soiled or adulterated in any way.
- 9.2 Goods returned because they are faulty will be issued a full credit.
- 9.3 No credit will be issued on products provided free of charge as a promotional incentive or on products which are damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling heat, stored under improper conditions or exposed to fire, smoke or water.
- 9.4 Specifically ordered non-stock items will not be accepted back for credit.
- 9.5 Goods that have been ordered incorrectly by the Customer or goods that have been returned beyond the time period of thirty (30) days from receipt of goods or returned contrary to the Return Authority will be charged a re-stocking fee of 15% of purchase price (or more in the case of the goods being unsuitable for re-stocking) and as such the Customer will receive a PARTIAL credit, and such credit may still be subject to clause 9.1(a)(b) (c) and 9.3 above.
- 9.6 Freight charges and fuel levies incurred in returning the goods to the place of purchase will not be credited except where the goods were miss-shipped by SSS Pty Ltd.
- 9.7 Freight charges and fuel levies charged on the original invoice will not be credited on returned goods except where the goods were miss-shipped by SSS Pty Ltd.
- 9.8 All credits will be posted to an account. No cash returns will be paid.
- 9.9 A flat fuel levy will be charged on all invoices. This fee will be added at the bottom of all invoices, including those that are freight free.

## 10 Limitation of Liability

- 10.1 The Vendor's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s.69) is hereby limited to:
  - (a) the replacement of the goods or the supply of equivalent goods;
  - (b) the repair of the goods;
  - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods, or
  - (d) the payment of the cost of having the goods repaired.
- 10.2 The Vendor's liability under 2.74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the Customer an amount equal to:
  - (a) the cost of replacing the goods;
  - (b) the cost of obtaining equivalent goods; or



- (c) the cost of having the goods repaired, whoever is the lowest amount.

10.3 Subject to Clause 9 and 10 hereof nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

### 11 Exercise of Legal Rights

The failure, delay, relaxation or indulgence on the part of the Vendor in exercising any power or right conferred upon the Vendor by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale.

### 12 Privacy disclosure and consent

The Customer authorises the Vendor to:

- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer;
- (b) use, disclose or exchange with other credit providers information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts, and
- (c) disclose the contents of any credit report on the Customer to any other credit practice or credit reporting agency and to any of its solicitors and mercantile agents.

The Vendor complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals. A copy of the Privacy Policy of the Vendor can be obtained by request.

If the Customer does not provide the information requested in this document, the Vendor may be unable to process the Application.

### 13 Governing Law

These Terms and Conditions of Sale shall be construed in accordance with the law in force in New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that state. It shall be competent for the Vendor to issue proceedings in Sydney, New South Wales in a Court of competent jurisdiction.

### 14 Severability

Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded, where nay such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.

### Declaration

**I/WE the undersigned declare that the information recorded on this application is true and correct in every particular, and I/We have read, understand and agree with the Terms and Conditions. Furthermore I/We the Customer hereby give permission to SSS Pty Ltd, to seek credit information about the Customer from any credit reporting company or agency.**

Signed:

Name:  
(Full Name)

Position:

Date:

Signed:

Name:  
(Full Name)

Position:

Date:



# Deed to Guarantee & Indemnity to: SSS Pty Ltd ABN: 48 001 503 233, ("hereafter called "SSS")

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE**

## A. Details of Guarantors

Name:

Name:

Address:

Address:

B. IN CONSIDERATION of SSS (hereafter called "the Credit Provider") agreeing to provide goods, services or credit or actually providing or continuing to provide goods, services or credit, including any time or indulgence, to:

Customer  
Name:

ABN:

Trading  
Name:

Trading  
Address:

The Guarantor (or if more than one, each of the Guarantors jointly and severally) detailed above, who has signed this document below, agrees to guarantee to the Credit Provider the due and punctual performance by the Customer of all its obligations under the Credit Provider's Terms and Conditions of Supply (including any variation of them), as if the Guarantor(s) were the Customer, and to indemnify the Credit Provider against loss or damage in the event of default of the Customer in compliance with those Terms and Conditions of Supply.

And it is further agreed by each Guarantor (whether one or more), that:

1. If more than one Guarantor is named, this Guarantee and Indemnity is not conditional upon its execution by more than one of the named Guarantors and may be enforced against any of them, who has signed or otherwise executed it, jointly or severally as if that or those Guarantor(s) were the only Guarantor(s).

2. In the event, that the Customer is unable or fails to pay any monies to the Credit Provider as and when they fall due for payment or otherwise fails to comply with the Credit Provider's Terms and Conditions:

- a) Each Guarantor agrees to pay those monies to the Credit Provider and make good any default of the Customer without the need for any demand by the Credit Provider and the Credit Provider may enforce the obligation to pay those monies and all other obligations owed by the Customer under the Credit Provider's Terms and Conditions of Supply of Goods against the Guarantor, as if the Guarantor were the Customer and a principal debtor (without need of any prior default by the Customer).
- b) Each Guarantor agrees on demand by the Credit Provider to indemnify and keep indemnified the Credit Provider from and against all loss and damage, including consequential loss or damage, claims, costs (including legal costs), charges, disbursements and expenses whatsoever that the Credit Provider may incur by reason of the inability or failure of the Customer to so pay or comply.

3. This is a continuing Guarantee and Indemnity and applies to all moneys and obligations which are now or may from time to time be owing or unpaid or unperformed by the Customer to the benefit of the Credit Provider. It may be revoked as to future transactions of the Customer by any Guarantor (without affecting the obligations of any other Guarantor) by at least one calendar month's written notice to the Credit Provider given at any time by the Guarantor or the legal representative of the Guarantor. The receipt by the Credit Provider of a written notice revoking the Guarantee and Indemnity by any Guarantor

will be acknowledged in writing to confirm that the notice has been received by the Credit Provider

4. This Guarantee and Indemnity shall not otherwise be determined or discharged by reason of the liquidation (voluntary or otherwise), reconstruction, reconstitution, amalgamation with any other entity, death or bankruptcy of the Credit Provider, Customer or Guarantor(s) and shall continue to apply in relation to the rights and obligations under the Credit Provider's Terms and Conditions of Supply of Goods of their successors or assigns (to the extent law allows).

5. All rights and remedies of the Credit Provider under this Guarantee and Indemnity shall be unaffected and not released or waived by any postponement, forbearance, indulgence, compromise, waiver or release extended to the Customer or any Guarantor(s) by the Credit Provider nor by any failure by the Credit Provider to enforce, register or otherwise perfect any right of the Credit Provider under the Credit Provider's Terms and Conditions of Supply of Goods or any security nor by any proposal or agreement by the Credit Provider to vary the Credit Provider's Terms and Conditions of Supply of Goods (to which once varied this Guarantee and Indemnity shall equally apply) nor by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor(s).

6. Each Guarantor shall not take any steps to recover or enforce a right or claim against the Customer or apply rights over property of the Customer to the satisfaction of its obligations to the Credit Provider and shall not prove in any insolvency administration, bankruptcy or liquidation of the Customer unless or until all debts and obligations of the Customer to the Credit Provider have been satisfied in full and shall in any such case exercise any voting rights held as directed by the Credit Provider until it has been so satisfied.

7. If any payment made by or on behalf of the customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency each Guarantor indemnifies the Supplier against any costs or losses it may incur in connection with such claim.

8. If the Guarantor is a trustee of a trust, the Guarantor enters into this Agreement in both the Guarantor's personal capacity and as trustee of that trust.

9. The Credit Provider may assign the benefit of this Guarantee and Indemnity at any time without the consent of or notice to the Customer or any Guarantor.



10. (a) As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Supplier and the Credit Provider.
- (b) Without limiting the generality of the charge in clause 10(a), I/we agree on request by the Supplier or the Credit Provider or both to execute any documents and do all things reasonably required by the Supplier or the Credit Provider to register a mortgage security over any Real Property. In the event that that Guarantor(s) fails to deliver the request documents, the Guarantor(s) hereby appoints the Credit Provider to be the Guarantor's(s) lawful attorney for the purposes of executing and registering such documents. I/we indemnify the Supplier and the Credit Provider on an indemnity basis against all costs and expenses incurred by the Supplier or the Credit Provider as the case may be in connection with the preparation and registration of such mortgage documents.
- (c) We consent unconditionally to the Supplier or the Credit Provider or both lodging a caveat or caveats noting its interest in any Real Property.
- (d) We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
- (e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Supplier and the Credit Provider against any costs or losses it may occur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 6.
- (f) If the charge created by clause 10(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's or the Credit Provider's rights against the Guarantor(s).
- (g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this Agreement in both the Guarantor(s) personal capacity and the trustee of that trust.
11. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, including that party's executors, administrators, substitutes, successors or permitted assigns.

## Declaration

**I/We certify that we have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.**

## Executed as a Deed by the Guarantor of the Customer

Dated this                      day of                      20

SIGNED, SEALED AND DELIVERED BY:

in the presence of:

Signature of Guarantor:

Print name of Guarantor:

Signature of Witness:

Print name of Witness:

Address of Witness:

*Return your completed and signed form to  
SSS Pty Ltd PO BOX 4189 Marayong NSW 2148  
OR scan/photograph and email to  
admin\_support@sewgroup.com*

