



JCS TECHNOLOGIES PTY LTD ACN 622 689 614

2/2 HOLKER ST
NEWINGTON NSW 2127
PHONE (02) 8878 6600 FAX (02) 9808 2622
www.jcstech.com.au

APPLICANT'S DETAILS:

Legal Entity ("the Applicant"/"the Buyer"):

Trading Name:

A.C.N: A.B.N: Main Business Activity:

Business Address: Post Code:

Postal Address: PostCode:

Telephone: (Landline)..... Mobile: Fax: Email:

Sales Person Name: Mobile: Email:

Accounts Contact Details: Name: Telephone: Email:

Bank Details:

Account Name: Branch: BSB: Account Number:

DIRECTORS (If the Applicant is a company):

Name	Address	Phone No:
1.
2.
3.

TRADE REFERENCES

Name	Contact:	Fax or Email:
1.
2.
3.

APPLICATION DECLARATION:

Amount of Credit Sought: \$.....

This application for a '30 Day Credit Account' with settlement terms of net cash 30 days from the date of invoice. The Applicant hereby acknowledges that if this application is successful, the terms and conditions of the Account will be in accordance with the credit provider's **Terms and Conditions of Sale**, a copy of which have been provided to the Applicant with this Credit Application. This Credit Application is submitted on the understanding that credit may be withdrawn at the discretion of the credit provider at any time and appropriate costs, including interest, applied to the Account if the Applicant is in breach of terms and conditions of the Account.

The Applicant hereby declares that the information provided in this Credit Application is true and correct, and that the credit provider is hereby authorised to contact any person/organization necessary to verify the information provided in this Credit Application.

.....
SIGNED by a duly authorised representative of the Applicant

.....
SIGNED by a duly authorised representative of the Seller

.....
Name and Position of Signatory

.....
Name and Position of Signatory

Dated

TERMS AND CONDITIONS OF SALE

1. Force and Effect

Unless otherwise agreed in writing by JCS Technologies ACN 622 689 614 ("the Seller") these Terms and Conditions of Sale ("Terms and Conditions") shall govern any contract for the sale of goods between the Seller and the Buyer of the goods ("the Buyer"). In the event of any inconsistency between these Terms and Conditions and any terms and conditions which are otherwise alleged to apply to the transaction, these Terms and Conditions shall prevail. A reference to these Terms and Conditions includes any schedule, variation or annexure here to.

These Terms and Conditions supersede any and all terms and conditions of previous agreements or contracts for the sale of goods between the parties, which shall be considered as having been cancelled by mutual consent, as from the date of commencement of this Agreement ("Agreement"), except for settlement of accounts or performance of outstanding obligations from any previous contract or agreement. The Buyer agrees that:

- a. represents and warrants that they have read and fully understand the nature and effect of the Seller's Terms and Conditions;
- b. represents and warrants that they have the authority to enter into the Seller's Terms and Conditions;
- c. acknowledges and agrees that the granting of credit to it will be at the absolute discretion of the Seller;
- d. agrees that the Seller may withdraw further credit at any time without notice;
- e. where it comprises more than one person or company, agrees that each such person and company is jointly and severally liable for all or any money owing by the Buyer from time to time to the Seller;
- f. agrees that the obligation to pay will be a continuing obligation notwithstanding any change in the constitution of the Buyer and all parties excluding the Seller to this agreement are deemed to be the Buyer;
- g. Payment be made strictly in accordance with the trading terms contained herein.
- h. That all the information contained herein is true and correct in every particular and that all material facts have been disclosed to the Seller;
- i. The Buyer will pay for any bank charges incurred to the Seller for the dishonouring of any of the Buyer's cheques,
- j. The Agreement is implied to be agreed upon and entered into when the Buyer puts through any order after receiving a copy of the Seller's Terms and Condition and/or being directed to refer to the Seller's Terms and Condition.
- k. By agreeing to the terms the Buyer is acknowledging and agreeing to the terms and conditions as outlined.

2. Agreement to Buy and Sell

- 2.1 These Terms apply if the Seller accepts any order for Goods or Services or both from the Buyer, whether for cash or credit. The Buyer has no entitlement to credit unless in the Seller's sole discretion it extends credit to the Buyer. If in a particular case, the Seller gives the Buyer credit, the Buyer still reserves the right at any time and for any reason in the Seller's sole discretion to refuse to supply any further Goods or Services to the Buyer and to refuse to supply any Goods or Services or both to the Buyer on credit terms. In the event that the Seller does decline to give the Buyer further credit then that decision does not affect the credit terms which apply to any amounts the Buyer owes to the Seller.
- 2.2 The Buyer is responsible for all charges payable for the Buyer's shipment(s), freight and delivery. Such charges may include transportation, fuel and other applicable accessorial charges, any charge made by the Carrier(s) after the shipment, and all duties, customs, assessments, governmental penalties, fines and taxes.
- 2.3 The Buyer shall give sufficient and executable instructions.
- 2.4 The Buyer warrants that the description and particulars of the goods required and/or service to be provided are complete and correct.

3. Placement of Orders

- 3.1 No Order may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer indemnifies the Seller against any loss the Seller pays, suffers, incurs or is liable for as a result of cancellation.
- 3.2 The Buyer agrees that these Terms apply to the Agreement to the exclusion of any other terms, including any on printed documents issued by the Buyer at any time and are in addition to all other rights which the Seller may have at law. Any waiver by the Seller of any right is not a waiver of any other or future rights the Seller may have.
- 3.3 By submitting an Order to The Seller, regardless if made verbally, electronically or by written request, you agree to these Terms and Conditions for the Order.
- 3.4 The Buyer agrees and will ensure that the Buyer's authorised representatives will only submit orders and/or requests to the Seller.

4. Acceptance of Orders

The Seller may decline any order received from the Buyer by writing within three (3) business days of receipt of the order by the Seller, at the Seller's sole discretion. Once accepted by the Seller, an order cannot be withdrawn or varied by the Buyer without the written agreement of the Seller.

5. Price

Unless otherwise agreed in writing, the price of the goods payable by the Buyer in respect of each order is the price stated in the Seller's published pricelist current as at the date of the order, as issued from time to time by the Seller. A current copy of the price list is available from the Seller upon request. All prices published in the price list are subject to alteration or withdrawal by the Seller without notice. To be clear, the provisions of the clause apply notwithstanding any notation as to price included in a Buyer's order.

6. Freight and Taxes

Unless otherwise stated, all prices are net and do not include freight chargers, sales tax, goods and services tax, or any similar charges, for which the Buyer will be liable to the Seller on each order, in addition to the price of the goods.

In the event the Seller agrees to deliver the goods to the Buyer, the Seller shall be entitled, as its sole discretion, to either, charge the Buyer a delivery fee, or, to demand the Buyer organise freighting of the goods by the Buyer's nominated courier at the Buyer's cost.

7. Transit

The Seller shall not be liable to the Buyer, or any person claiming through the Buyer, for any loss or damage to goods in transit caused by any event of any kind by any person, whether the Seller is legally responsible for the person who caused or contributed to that loss or damage. It is the Buyer's responsibility to check the quality and condition of the goods received, to note any shortages or damage by the way of endorsement on the courier's delivery docket and to notify the Seller within 48 hours.

8. Payment

- 8.1 The Buyer must pay the price, and any associated freight, taxes or other charges, in relation to each order of goods which it may place with the Seller from time to time within thirty (30) days of the date of invoice if the account is a credit account otherwise payment terms will be outlined.

- 8.2 Where the Seller has agreed to extend credit to the Buyer, the Buyer must pay for the services in full within 30 days from the end of the week in which the services were supplied unless otherwise determined by the Seller or otherwise in accordance with the Agreement, however the Seller may require the Buyer to pay for the account in full prior to delivery at any time.
- 8.3 Discounts will be credited to the Buyer by the Seller, the Buyer cannot deduct any discounts from moneys owing by it to the Buyer. The Buyer must pay the Seller in full for the freight and delivery even if a delay in the delivery or the Buyer disputes the quality, quantity or condition of Supplies delivered or provided. The Seller is entitled to set off any sums owed by it to The Buyer against the Price.
- 8.4 In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs, mercantile agency fees, commission, disbursements, court fees, service fees, professional costs and statutory awarded interest.
- 8.5 The Buyer agrees to pay the Seller administration and handling fees in respect of any copies of documents required or other processing involved in the conduct of the account including but not limited to account administration fees, Merchant or other fees incurred as a result of payment by credit or charge card or Bpay or payment by any other means and such fees will be charged to the Buyer's account.
- 8.6 The Buyer shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off except with the Seller's written consent.
- 8.7 In the event that you are a Buyer on a cash only account, payment would be payable before the goods are provided and/or the services are Performed.

9. Unpaid Invoices

Interest shall accrue on the unpaid balance of any invoice from the date being sixty (60) days after the date of invoice until the date of payment at a rate of one percent (1%) per month, compounding monthly or by the statutory interest should legal proceedings for the recovery of the account is pursued. The parties agree that any amounts charged to the Buyer pursuant to this clause are a genuine pre-estimate of the loss which will be suffered by the Seller in the event of the Buyer's default.

In the event of the Buyer's default, the Seller may recover the unpaid balance of the relevant invoice, together with all interest payable pursuant to this clause, forthwith from the Buyer as a liquidated debt in a court or tribunal of competent jurisdiction irrespective of any claim that the Buyer may have against the Seller for anything or matter related to the goods or the associated sale of goods agreement.

10. Passing of Title

- 10.1 Notwithstanding delivery of the goods to the Buyer, title to the goods does not pass to the Buyer until payment in full is received by the Seller from the Buyer.
- 10.2 The Buyer agrees that it holds the proceeds of the sale of any goods which have not been paid for by the Buyer on the trust for the Seller whether or not such proceeds are banked into a separate account.
- 10.3 If the Buyer does not make full payment for any goods by the due date in accordance with these Terms and Conditions of Sale, the Seller is irrevocably authorised by the Buyer to enter the Buyer's premises (or any premises under the control of the Buyer or as Agent of the Buyer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer or anyone claiming through the Buyer whatsoever.

11. Passing of Risk

Risk in each other shall pass to the Buyer upon actual or constructive delivery of that order to the Buyer, or collection of that order by the Buyer's agent, bailee or courier as the case may be. Accordingly, until title in the goods passes to the Buyer pursuant to these terms and conditions, the Buyer must ensure the goods are insured to their full value.

12. Amendment

These terms and conditions shall not be amended except as agreed in writing signed by each of the parties.

13. Risk and Liability

- 13.1 The law implies terms, conditions and warranties ("prescribed terms") into contract for the supply of goods, and prohibits exclusion, restriction or modification of certain prescribed terms. Some prescribed terms permit a supplier to limit its liability for breach of the prescribed terms. Except as provided by the prescribed terms which are unable to be contracted out of:
- the liability of the Seller in respect of a breach of a prescribed term relating to the goods is limited at the options of the Seller to the replacement or repair of the goods or part thereof, or payment of the cost of repairing or replacing the goods or any part of the goods; and
 - the Buyer does not have under any circumstances any cause of action against or right to claim or recover from the Seller for, or in respect of, any loss or damages of any kind whatsoever, including consequential loss, caused directly or indirectly by:-
 - any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for, any purpose of the goods or any part of the goods; or
 - by default or negligence on the part of the Seller or any employee, contractor or agent of JCS Technologies or of any person for whom JCS Technologies has legal responsibility relating to the supply of, or otherwise concerning, the goods or any part of the goods.
 In all other respects, the parties hereby agree that any prescribed term is hereby expressly negated and shall not be implied or otherwise incorporated into the Agreement.
- 13.2 The Seller does not provide any warranty that the goods the subject of the consignment will be delivered by any particular time.
- 13.3 The Seller excludes liability and responsibility in tort, for implied warranties and otherwise in so far as may be subject to the provision of the Competition and Consumer Act 2010 (Cth) or similar state acts, for any loss of and/or damage to or deteriorations of goods the subject of the consignment for any reason including but not limited to the neglect or willful conduct of the nominated carrier or the third parties.
- 13.4 The Seller agrees that any liability excluded or limited by a carrier under its terms and conditions of trade shall apply to the same extent to the Buyer, provided that the exclusion or limitation of /ability is permitted by law.
- 13.5 The Seller shall not be liable for any indirect, consequential or special losses suffered.
- 13.6 Any liability of the Seller is limited to the re-supply of the services by the Seller or the payment of the reasonable costs of having the services re- supplied.
- 13.7 The Buyer indemnifies the Seller against:
- Any liability incurred by the Seller as a result of misleading, inaccuracies or incorrect information supplied by the Buyer (or its employees or agents to the Seller.
- 13.8 Any amount payable by the Buyer to the Seller pursuant to the indemnity in this clause may not offset against any claim the Buyer may have.
- 13.9 To the extent permitted by law, The Seller will not be liable for any Loss which the Buyer pays, suffers, incurs or is liable for any reason, including as a result of delay, negligence or any act, advice, matter or thing done or permitted or omitted to be done by the Seller, its employees or agents in any way connected with or arising out of these Terms. Except where otherwise provided in these Conditions, The Seller shall not be liable for any loss or damage whatsoever arising from:
- the act or omission of the Buyer or Owner or any person acting on their behalf,
 - compliance with the instructions given to The Seller by the Buyer, Owner or any other person entitled to give them,

13.10 The Buyer reserves the right to subcontract the provision of the delivery of Goods and Equipment and/or Installation works where it deems appropriate to do so.

14. Warranty and Return of Goods

- 14.1 To the extent permitted by law, the Seller accepts no responsibility for any alleged defect in the goods or services provided unless notified to the Seller in writing within fourteen (14) days of the date of delivery of the goods and/or date services provided to the Buyer, and unless the Seller has been given the first opportunity to remedy the defect. In every case, to the extent permitted by law, the Seller's liability is at the option of the Seller to the replacement or repair of the goods or part thereof, or payment of the cost of repairing or replacing the goods or any part of the goods.
- 14.2 In the event that the Seller has provided the goods and/or performed the services as requested, the goods are deemed to have been provided and/or the Services are deemed to have been provided. Any variation and/or changes are to be in writing to the Buyer for approval. Payment is to be made in full before any variations, changes are to be attended to.
- 14.3 No credit for or replacement of goods will be issued for goods returned to the Seller pursuant to this clause unless advised to and approved in writing by the Seller prior to the return of the goods.
- 14.4 All and any returned stock with the express permission of the Seller will incur a restocking fee in addition to any outstanding payment/s.
- 14.5 All custom made orders, goods, services, parts ordered for the Buyer's job are non -refundable.
- 14.6 Where JCS purchases or otherwise acquires goods or equipment for the purposes of this Agreement, the Buyer provides no warranty beyond that provided by the manufacturer or importer of those goods and equipment.
- 14.7 To the extent permitted by law, the following exclusions to these warranties apply:
- (i) Failure on the part of the Buyer to properly maintain any Goods and Equipment and/or Installation works;
 - (ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by JCS; or
 - (iii) Any use of any Goods and Equipment and/or Installation works otherwise than for an application specified on a quote or order form; or
 - (iv) The continued use of any Goods and Equipment and Installation works after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) Fair wear and tear.

15. Force Majeure

The Seller is entitled (without liability to the Buyer) to delay, vary or cancel the performance of any of its obligations if and to the extent that it is prevented from, hindered in or delayed in the performance of any of its obligations by normal route or means of delivery or at costs commercially acceptable to the Buyer through any circumstances beyond its control including acts of God, governmental actions, strikes or other labour disputes (whether or not relating to Buyers' workforce), lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, epidemic, fire, natural disasters, extreme adverse weather, reduction in or unavailability of energy sources, restrictions or delays affecting delivery of the Supplies, default of suppliers or subcontractors.

16. Default

If either the Seller or the Buyer, commit a breach of any provisions of these Terms and Conditions, become insolvent or go into liquidation or receivership or be declared bankrupt or be dissolved, then in addition to such other rights and remedies as the party not in default hereunder may have against the other party, such as party may terminate this Agreement. In the event of termination, both parties undertake to honour their respective commitments with regard to outstanding orders at the time of termination. If the Buyer is in default of the Agreement, the Buyer shall be liable to pay the Seller's costs for enforcing or preserving the Seller's rights pursuant to the Agreement and/or recovering any monies to the Seller by the Buyer, including debt collection and legal expenses on a full indemnity basis.

17. Notices

Any notice to be sent to a party agreement or contact pursuant to these terms and conditions shall be sent by registered mail to the address of the parties sent out herein and shall be demand to have been received three (3) days after the same shall have been posted.

18. Jurisdiction

The proper law of contract to apply to these terms and conditions is the law of the State of New South Wales, and the parties hereby accept and submit to the jurisdiction of the Courts of that State.

19. Description of Collateral

For the purposes of these Terms and Conditions "Goods" means JCS cabling goods and Services"

20. Security

The Buyer charges its interest held in any and all real property at this time and in the future as further security for payment of any monies owing pursuant to the Agreement.

21. Retention of Title and PPSA

The Seller and the Buyer agree that until the Seller has been paid in full for all Goods supplied by the by the Seller to the Buyer:

- (a) title to the Goods remains with the Seller;
- (b) the Buyer:
 - (i) is a bailee of the Goods;
 - (ii) must not supply any of the Goods to any person outside of its ordinary or usual course of business;
 - (iii) must not allow any person to have or acquire any security interest in the Goods;
 - (iv) must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business;
 - (v) must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods; While title to the Goods remains with the Seller, the Buyer agrees with the Seller that:
 - (c) the Buyer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Seller owes to the Buyer;
 - (d) the Buyer cannot claim any lien over the Goods;
 - (e) the Buyer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Seller;
 - (f) where the Buyer is in actual or constructive possession of the Goods:
 - (i) the Buyer will not deliver them or any document of title to the Goods to any person except as directed by the Seller; and
 - (ii) it is in possession of the Goods as a bailee of those Goods and owes the Seller the duties and liabilities of a bailee.

Despite clauses (c) to (f), if the Buyer disposes of any of the Goods to any person before all moneys payable by the Buyer have been paid to the Seller (and have not been claimed or clawed-back by any person standing in the place of or representing the Buyer), the Buyer agrees that:

- (g) it holds the proceeds of the disposal of the Goods on trust for and as agent for the Seller immediately when they are receivable or are received;
- (h) it must recognise the proceeds of the disposal of the Goods in an account in the books of the Buyer immediately following the disposal;
- (i) if the proceeds are in monetary form, it must pay the amount of the proceeds of the disposal immediately when they are received to either:

- (i) the Seller; or
- (ii) into a separate account with a bank or a financial institution or deposit-taking institution as trustee for the Seller such that the proceeds of resupply are not incorporated with other funds of the Buyer;
- (j) any accessory or item which accedes to any of the Goods by an act of the Buyer or of any person at the direction or request of the Buyer becomes and remains the property of the Seller until the Seller is paid in accordance with clauses (c) to (f) when the property in the Goods (including the accessory) passes to the Buyer;
- (k) if the Buyer fails to pay for the Goods within the period of credit (if any) extended by the Seller to the Buyer, the Seller is irrevocably authorised by the Buyer to enter the Buyer's premises (or any premises under the control of the Buyer or as Agent of the Buyer if the Goods are stored at such premises) and use reasonable force to take possession of the Goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer or anyone claiming through the Buyer whatsoever.

Risk in the Goods passes to the Buyer upon the earlier of:

- (l) actual or constructive delivery of the Goods to the Buyer; or
- (m) collection of the Goods from the Credit Provider or any bailee or agent of the Seller by the Buyer's agent, carrier or courier.

If Chapter 4 of the PPSA would otherwise apply to the enforcement this security agreement, the Buyer and Seller agree that the following provisions of the PPSA will not apply to the enforcement of this security agreement:

- (n) section 95;
- (o) section 96;
- (p) section 121(4);
- (q) section 125;
- (r) section 130;
- (s) section 132(3)(d);
- (t) section 132(4);
- (u) section 142;
- (v) section 143

The Buyer and Seller agree that neither party will disclose information of the kind mentioned in section 275(1) of the PPSA.

For the purposes of these Terms and Conditions of Account:

- (w) "**proceeds**" means any consideration, monetary obligation or property received or to be received by Buyer in exchange for the disposal of Goods by the Buyer;
- (x) "**PPSA**" means *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it;

.....
Signature of Applicant/Buyer

.....
Full name of Applicant/Buyer

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Signature of Witness

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Full name of Witness

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Signature of Seller

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Full name of Seller

.....
Signature of Witness

.....
Full name of Witness

DATED the..... day of 20____

GUARANTEE & INDEMNITY
JCS TECHNOLOGIES PTY LTD ACN 622 689 614

BETWEEN:

AND: The signatory to this Guarantee & Indemnity ("Guarantor")

The Applicant/Buyer has requested that the Credit Provider/Seller grant that Credit Application to the Applicant/Buyer. In consideration of the Credit Provider/Seller agreeing to do so, the Guarantor has agreed to provide this Guarantee and Indemnity ("Guarantee").

1. The Guarantor hereby guarantees the due payment by the Applicant/Buyer to the Credit Provider/Seller of the full amount of any and all present and future debts payable by the Applicant/Buyer to the Credit Provider/Seller, notwithstanding that the Guarantor does not receive any notice of any failure by the Applicant/Buyer to pay such debt(s), according to the terms agreed on between the Applicant/Buyer and Credit Provider/Seller, as follows.
2. This Guarantee shall be a continuing guarantee to the Credit Provider/Seller irrespective of any sums which at any time may be paid to or received by the Credit Provider/Seller for or on account of the Applicant/Buyer and shall, subject to paragraph 3 herein, remain in force until terminated by notice in writing signed by the Guarantor (or in case of death by the Guarantor's personal representative) and delivered to the Credit Provider/Seller and such termination shall relate to future dealings only. The Guarantor agrees that their liability hereunder shall not be affected by any change in the constitution of the Credit Provider/Seller notwithstanding any enactment to the contrary nor by the Credit Provider/Seller giving the Applicant/Buyer an extension of time for payment or compounding any debt and that in order to give effect to this Guarantee the Credit Provider/Seller shall be entitled to act as though Guarantor were the Applicant/Buyer debtor and I hereby waive all and any of my rights as surely which may at any time by consistent with any of the provisions herein.
3. If any payment of money, conveyance to transfer of property or charge thereon made or given by the Applicant/Buyer or its agent to the Credit Provider/Seller in reduction of its indebtedness to the Credit Provider/Seller be later declared to be void as against any liquidator of the Applicant/Buyer the amount of the debt to the Applicant/Buyer to the Credit Provider/Seller which is hereby guaranteed by the Guarantor shall include the amount for which credit had previously been given for such payment of money, conveyance or transfer or property or charge thereon which was declared to be void as against the liquidator and any discharge or partial discharge of the obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
4. If the Applicant/Buyer is wound up by order of the court or otherwise, the Credit Provider/Seller may prove the whole of its debt against the Applicant/Buyer in liquidation and such a claim shall not prevent the Credit Provider/Seller from recovering all, or any part thereof, from the Guarantor.
5. The Guarantor hereby charges its interest held in any and all real property at this time and in the future as further security for payment of any monies owing to the Credit Provider/Seller pursuant to this Guarantee.
6. In addition to (but without affecting the obligation of the Applicant/Buyer) the liability of the Guarantor under this Guarantee and Indemnity the Guarantor agrees that they also are liable as a principal debtor and to remove any doubt the obligations of the Guarantor are not affected by any security or right which the Credit Provider/Seller may hold in relation to any indebtedness of the Applicant/Buyer.
7. If the whole or any part of any debt owing by the Applicant/Buyer is not enforceable against the Applicant/Buyer by the Credit Provider/Seller for any reason whatever, and such debt(s) is not enforceable against the Guarantor as a surety, then:-
 - (a) The Guarantor as a separate and severable liability under this Guarantee unconditionally and irrevocably indemnifies the Credit Provider/Seller in respect of such debts;
 - (b) As a principal debtor, the Guarantor agrees to pay the Credit Provider/Seller, when demanded in writing, a sum equal to the amount of the moneys due and payable, or the losses and expenses of the Credit Provider/Seller resulting from the failure of the Applicant/Buyer to pay the monies owed; and
 - (c) For the purpose of this indemnity, this clause must be construed as if the moneys payable by the Applicant/Buyer were recoverable and the terms of this Guarantee apply as far as possible to this indemnity.
8. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor(s) contained in this Guarantee take effect as joint and several obligations and references to the Guarantor(s) take effect as references to those persons or any of them. This Guarantee binds each of the persons executing it notwithstanding that any Guarantor does not execute or is not or ceases to be bound by this Guarantee, or the Credit Provider/Seller does not execute or only subsequently executes this Guarantee. A release by the Credit Provider/Seller of any Guarantor from this Guarantee will not affect the liability of the other Guarantors.

SIGNED SEALED AND DELIVERED by:

Signature of Guarantor	Full name of Guarantor
Signature of Witness	Full name of Witness
Signature of Guarantor	Full name of Guarantor
Signature of Witness	Full name of Witness

DATED the _____ day of _____ 20__