

EMPORIUM AQUILA PTY LTD
ACN 131 986 411

3/13 Focal Avenue
Coolum Beach QLD 4573
Tel: 07 5471 7774 Fax: 07 5471 7775
Email: fernando@emporiumaquila.com.au

APPLICATION FOR COMMERCIAL CREDIT

Terms: 7 Days from Invoice

Sales Representative:

Trading name of Applicant
Name of company, trusts,
person/s or partnership
operating business
ACN
Business Delivery address
Business Postal address
Business Contact person
Fax
Accounts contact

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| | | |
| | | |
| | ABN | |
| | | |
| | | |
| | Tel (bus/hours) | |
| | Mobile | |
| | Accounts email | |

**Details of all
Partners/directors/trustees**

Full Name
Residential Address

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| |
| |

DOB
Drivers licence
Mobile

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| |
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Full Name
Residential Address

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DOB
Drivers licence
Mobile

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Full Name
Residential Address

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DOB
Drivers licence
Mobile

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Business history

Length of time in Business
Type of Business Operation

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Trade References

Trade Reference 1 Full Name
Company Name
Phone
Email

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Trade Reference 2 Full Name
Company Name
Phone
Email

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Trade Reference 3 Full Name
Company Name
Phone
Email

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TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Buyer" shall mean and include the Applicant in any Application for credit to which these Terms and Conditions are attached or form part of and the person named herein and any servant, agent, partner, contractor, employee of that person and in the case of two or more persons shall refer to each of them jointly and severally.
- 1.2 "ACL" includes the Australian Consumer Law as amended, re-enacted or any legislation enacted in replacement of the Australian Consumer Law.
- 1.3 "Goods" means any goods which are requested by the Buyer and agreed to be supplied by the Seller.
- 1.4 "Loss" means any loss or damage or compensation including consequential loss and loss of profits and any special and direct incidental or consequential damages including economic loss, loss of opportunity, loss of profit or revenue, loss or damages in connection with claims against the Buyer by third parties, liquidated sums or liquidated damages.
- 1.5 "Seller" shall mean and include Emporium Aquila trading as ('Emporium Aquila'), its employees and agents.

2. GENERAL

- 2.1 All orders placed by a Buyer will be subject to these Terms and Conditions of Sales unless expressly agreed to in writing by Emporium Aquila.
- 2.2 The Buyer waives any terms and conditions of purchase which are inconsistent with the Terms and Conditions of Sale herewith.
- 2.3 The Buyer agrees that all contracts made with the Seller shall be deemed to be made in the State or Territory in Australia which the delivery of the Goods takes effect and the Buyer agrees to submit to the jurisdiction of the appropriate Court in the State or Territory.
- 2.4 Any variation or cancellation of order must be approved in writing by the Seller.

3. PRICING

- 3.1 All sales are made at the Seller's ruling price at time of delivery, unless otherwise agreed in writing. The Seller's ruling price means the Seller's last recorded sale price for the Goods.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing, all prices are strictly net and the Buyer shall make payment such that it is received by the Seller within seven (7) days from the date of invoice.
- 4.2 If payment is not made in accordance with the above terms, the Seller shall be entitled to:
- Require the payment of cash upon delivery of any further products
 - Charge default interest at the rate of 1.5% per month, calculated on a daily basis on any monies due but unpaid. Such interest will be computed from the due date of payment.
 - Cease supply of further products if payment has not been made by the due date.
 - Recover all damages, expenses and costs of collection, including, but not limited to the payment of management fee or otherwise for such collection or any monies due but unpaid, in addition to all other remedies the Seller shall have at Law.
- 4.3 These Terms and Conditions of Sale may be the subject of any variation or alteration by notice in writing to the Buyer by the Seller. Such variation or alteration will apply as and from the date the notice is given or any other date nominated by the Seller whichever should occur later.

5. CHARGE

- 5.1 The Buyer hereby charges in favour of the Seller by way of a fixed and floating charge:
- 5.1.1 all real property in which the Buyer may now or in the future have any title or interest in (as beneficial owner and as trustee of every trust in respect of which it is a trustee) as security for any monies owing to the Seller and the Buyer hereby consents to the Seller lodging a caveat noting the Seller's interest in that real property;
- 5.1.2 all the Buyer's personal property, including without limitation all stock, motor vehicles, plant and equipment, all debtors, goodwill, documents of title and current and later acquired intellectual property;
- until payment of all monies owed to the Seller by the Buyer. The Buyer irrevocably appoints the Seller's manager and/or director (if more than one, severally) from time to time as the Buyer's attorney to do all things necessary to create and register such charge.

- 5.2 The Buyer shall, upon request by the Seller, sign all documents and do all things that the Seller may reasonably require to be signed or done by the Buyer to secure to the Seller any monies owing to the Seller by the Buyer from time to time.

6. RETENTION OF TITLE

- 6.1 The Seller retains legal and equitable title in any Goods supplied to the Buyer until payment in full for or in connection with the supply of the relevant Goods has been received by the Seller.
- 6.2 As between the Buyer and the purchaser of any item of the Goods, the Buyer sells as principal and not as agent of the Seller. The proceeds of sale of each item of Goods must be held by the Buyer in a separate fund on trust for the Seller and the Buyer is under a duty to account to the Seller for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Buyer to pay an amount to the Seller for Goods supplied.
- 6.3 The Buyer holds all unpaid Goods as fiduciary for the Seller until payment in full has been received by the Seller and the Buyer must until payment in full has been received by the Seller, store the Goods in such manner as to show it is the property of the Seller and must ensure that such

Goods are properly stored, protected and insured. The Seller is irrevocably entitled at any time and from time to time before sale of any item of Goods by the Buyer 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 Seller and its agents are irrevocably authorised by the Buyer to enter any of the Buyer's premises or vehicles or those of any third party. The Buyer agrees to obtain the consent of any such third party to such entry by the Seller and to indemnify the Seller and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Seller 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.

6.4 If the Buyer:

- i. fails to pay any amount due to the Seller by its due date;
 - ii. breaches any other term or condition;
 - iii. being a corporation, passes a resolution to wind up the Buyer voluntarily, or the Buyer has any winding up petition presented against it, or is placed under official management, administration or provisional liquidation, or a receiver, receiver and manager or controller is appointed over part of all of its undertaking or property;
 - iv. the Buyer being a natural person becomes insolvent or bankrupt, or commits any act of bankruptcy, or enters into any arrangement or assignment for the benefit of creditors, or if a mortgagee of any part of the Buyer's property takes possession of any part of that property.
- the Seller may without prejudice to any other rights it may have and without notice to the Buyer, take such steps as may be necessary to remove any unpaid Goods from the Buyer's premises or otherwise in accordance with clause 6.3;

6.5

If the Buyer receives any a payment from an insurer in respect of the Goods, those proceeds must be held by the Buyer in the separate fund referred to in clause 6.2 on trust for the Seller and the Buyer is under a duty to account to the Seller for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Buyer to pay an amount to the Seller for Goods supplied.

6.6

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.

7. SECURITY INTEREST

7.1 The Buyer acknowledges and agrees that:

- 7.1.1 the grant of security (by way of charge) pursuant to clause 5; and
- 7.1.2 the retention of ownership as provided by clause 6.
- Each constitutes a security interest for the purposes of the *Personal Properties Security Act 2009 (Cth)* ("the PPS Act").

7.2

The Buyer acknowledges and agrees that the Seller shall be entitled to register any security interest created by this document on the relevant register kept under the PPS Act. The Buyer agrees to, in a timely manner, sign such further documents or otherwise do such acts as may be necessary to allow the Seller to register the security interest, including registration as a Purchase Money Security Interest under the PPS Act, if applicable, and for the Seller to obtain the benefit of any priority to which the Seller is entitled under the PPS Act over previously registered interests.

7.3

The Buyer must:

- 7.3.1 indemnify and upon demand, reimburse, the Seller for all expenses incurred in registering the Seller's interest on the register kept under the PPS Act or releasing any property so registered;
- 7.3.2 not register any change statement to the details of the Seller's security interest without the Seller's prior written consent;
- 7.3.3 not register or permit to be registered a security interest in relation to the Goods in favour of a third party without the prior written consent of the Seller.

7.4

The Buyer and the Seller agree that the following provisions of the PPS Act will not apply to this agreement, to the extent that the provisions can be lawfully excluded:

- 7.4.1 section 123;
- 7.4.2 section 125;
- 7.4.3 section 132(2);
- 7.4.4 section 132(3)(d);
- 7.4.5 section 132(4);
- 7.4.6 section 142; and
- 7.4.7 section 143.

7.5

The Buyer waives its rights to receive notices under sections 95, 118, 121(4), 130, and 135 of the PPS Act.

7.6

Unless otherwise agreed to in writing by the Seller, the Buyer waives their right to receive a verification statement in accordance with section 157 of the PPS Act.

8. RISK

8.1

The risk in the Goods will transfer to the Buyer upon delivery to the Buyer or his agent or a carrier nominated by the Buyer.

9. DELIVERY

9.1

The Buyer shall be responsible for the cost of any delivery. If the Seller is requested to arrange for the delivery of Goods beyond the store, the Buyer shall pay all delivery charges stipulated by the Seller. The Seller shall in all cases be entitled to choose the method of transport.

- 9.2 The Buyer shall provide reasonable and proper access to the site specified for delivery.
- 9.3 Where for any reason the time necessarily spent by the Seller in attempting to or effecting delivery exceeds 1 hour the Buyer agrees to pay all costs and expenses of the Seller thereby incurred.
- 9.4 The Buyer shall be responsible for any damage whatsoever or howsoever caused in the course of delivery and shall indemnify the Seller in relation to every claim whatsoever which arises in relation thereto.
- 9.5 The Buyer authorises the Seller to subcontract delivery in its absolute discretion
- 9.6 The Seller may unilaterally delay or suspend any delivery for a period or cancel any agreement for sale without any liability whatsoever.

11 TERMINATION

- 11.1 If the Buyer:
- fails to comply with any of these conditions or
 - being an individual commits any act of bankruptcy, or corporation passes a resolution for winding up or liquidation or
 - enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, the Seller may, in addition to exercising any of its rights against the Buyer, suspend any further deliveries and immediately recover possession of any products not paid for in full and sell them.

12 NOTICES

- 12.1 Any notice to be given under these Terms and Conditions of Sale must be in writing and may be given:
- 12.1.1 by delivering it to the address of the recipient on a Business Day during normal business hours; or
- 12.1.2 by sending it to the address of the recipient by pre-paid post; or
- 12.1.3 by sending it by facsimile transmission to the facsimile number of the recipient.
- 12.2 Notice shall be deemed to be given and received:
- 12.2.1 if delivered, on the day of delivery;
- 12.2.2 if posted, three clear Business Days after the day of posting;
- 12.2.3 if sent by facsimile, on the date of successful transmission provided that if the facsimile is sent after 5.00 pm notice shall be deemed to be given on the next Business Day.
- 12.3 The address of the Seller shall be that stated in Tax Invoices provided to the Buyer and the address of the Buyer shall in the absence of notice to the contrary be as set out in the Application for Credit, or in the case of Cash Buyers or COD Buyers as set out in the relevant Tax Invoice.

13 ENTIRE AGREEMENT

- 13.1 These Conditions embody all of the terms binding on the parties and there have been no representations, agreements or proposal, save for those specifically recorded in them.
- 13.2 These Conditions may not be varied except in writing signed by the parties.

14 WAIVER

Any waiver or forbearance in regard to the performance of these Conditions shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms of these Conditions thereafter.

15 SEVERABILITY

If any provision of these Conditions is held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance

or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

16 SIGNATORY

- 16.1 The Buyer and any person signing an order on behalf of a Buyer acknowledge and agree that the signatory is jointly and severally with the Buyer liable for payment of the Seller's account and covenants that they have the authority to bind the Buyer.
- 16.2 If the Buyer is a trustee of a trust (whether disclosed to the Seller or not) the Buyer warrants to the Seller that:
- (a) it enters into this agreement in both its capacity as trustee and in its personal capacity;
 - (b) it has the right to be indemnified out of trust assets;
 - (c) it has the power under the trust deed to sign this agreement; and
 - (d) it will not retire as trustee of the trust or appoint any new or additional trustee without advising the Seller.

17 ASSIGNMENT

- 17.1 The Buyer may not assign or purport to novate an Order whether voluntarily or otherwise without the Seller's prior written consent. No assignment however occurring, and whether consented to by the Seller or not will relieve the Buyer of its obligations to the Seller.
- 17.2 The Seller may assign the credit application, terms and conditions of sale and guarantee and indemnity and the benefit of same without the Buyers consent for example if it sells or otherwise transfers its business.

18 ACKNOWLEDGMENT

The Buyer acknowledges and agrees the credit provided to the Buyer is wholly or predominantly for business or investment purposes (or both).

19 LIABILITY

- 19.1 The Seller is not liable for any Loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargo, civil commotions, acts of god or any other activity beyond the Seller's control.
- 19.2 In relation to the supply of Goods, the Seller's liability is limited to:
- (a) Replacing the Goods or supplying similar goods;
 - (b) Repairing the Goods;
 - (c) Providing the costs for replacing the Goods or for acquiring equivalent goods; and
 - (d) Providing the cost for having the Goods repaired.
- 19.3 In relation to the supply of services, the Seller's liability is limited to:
- (a) Supplying the service again; or
 - (b) Providing for the cost of having the services supplied again.
- 19.4 The Seller is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Buyer.

20 NON-EXCLUSION

- 20.1 Nothing in these Terms and Conditions of Sale shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restriction or modifying the Application in relation to the supply of any Goods and/or services pursuant to these Terms and Conditions of Sale of all or any of the provisions of the *Competition and Consumer Act 2010 (Cth)* or the *Australian Consumer Law* or any relevant state or federal legislation which cannot by law be excluded, restricted or modified.

21 NO MERGER

The parties agree that these Terms and Conditions of sale shall not merge on termination and shall to the extent necessary remain in full force and effect.

I/WE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF SALE AS SET OUT IN THIS APPLICATION AND WARRANT THAT THE INFORMATION GIVE BY ME/US HEREIN IS TRUE AND ACCURATE.

FULL NAME OF PROPRIETOR OR AUTHORISED OFFICER: _____

POSITION HELD: _____ SIGNATURE: _____ DATE: _____

WITNESS: Name: _____ SIGNATURE: _____ DATE: _____

The Applicant's credit application is accepted.

ACCOUNT APPROVED FOR TERMS OF _____ / _____ / _____
(Seller to nominate) (duly nominated officer) Date: / /

PRIVACY ACT 1988 AUTHORISATION

To enable the Seller to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise the Seller to obtain:

1. from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Seller (section 18K(1)(a) of the *Privacy Act 1988*);
2. a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (section 18K(1)(b) of the *Privacy Act 1988*); and
3. a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Seller (section 18L(4) of the *Privacy Act 1988*).

The Applicant and the Guarantor authorises the Seller to provide certain personal information about the Applicant and the Guarantor under section 18E(8)(c) of the *Privacy Act 1988*. The information which may be given to an agency is covered by section 18E(1) of the *Privacy Act 1988* and includes:

1. the fact that application for credit has been made

2. the fact that the Seller is a credit provider to the Applicant;
3. payments which become overdue more than 60 days;
4. advice that payments are no longer overdue;
5. cheques drawn by the Applicant in excess of \$100 that have been dishonoured more than once;
6. in specified circumstances, that in the opinion of the Seller the Applicant has committed a serious credit infringement;
7. That the credit provided to the Applicant by the Seller has been discharged.

In accordance with section 18N(1)(b) of the *Privacy Act 1988*, the Application authorises the Seller to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Application's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

Guarantee and Indemnity

To: Emporium Aquila Pty Ltd

and each related body corporate of the Seller or its assignees ("the Seller").
I/We, the undersigned ("the Guarantor") have requested the Seller to supply to

.....
Business or company name

.....
Trading name

.....
Address of business or company
(the Customer)

with goods and/or services on credit. In consideration of the Seller agreeing to sell the goods and/or services on credit to the Customer the Guarantor (and if more than one jointly and severally) agrees as follows.

1. The Guarantor unconditionally and irrevocably guarantees to the Seller the payment by the Customer of all money payable by the Customer to the Seller for the supply of goods and/or services and the prompt performance and observance of all the covenants (*including those relating to the Customer in its capacity as fiduciary and/or trustee in favour of the Supplier*) of the Customer under Terms and Conditions of Sale attached to this Guarantee and Indemnity and for any interest which may become payable in respect thereof and for all monies presently owing by the Customer to the Seller despite the fact that the Customer has not had notice of any neglect or omission on its part to pay for such goods and/or services according to the terms agreed upon between the Seller and the Customer.
2. The Guarantor declares that the Guarantor is a co-principal debtor with the Customer and the Guarantor hereby waives all or any of its rights as surety which may be inconsistent with these provisions. The Seller does not have to pursue any remedies it may have against the Customer or any individual Guarantor but may proceed directly and primarily against a Guarantor with or without joining the Customer or other Guarantors as principals or as named parties in any such proceeding.
3. The Guarantee and Indemnity shall constitute a continuing guarantee by the Guarantor to the Seller for the whole debt which may be contracted by the Customer with the Seller in respect of the supply of goods and/or services already supplied and to be supplied by the Seller to the Customer both now and in the future owing together with any interest which may become payable thereon.
4. The rights and remedies of the Seller will not be affected by any act, matter, thing or circumstance including without limitation;
 - 4.1. if the Seller
 - 4.1.1 grants any extension of time or other indulgence to the Customer;
 - 4.1.2 refuses further credit to the Customer;
 - 4.1.3 varies the terms of the Customer's account or if the arrangements between the Seller and the Customer are changed in any other way even if this increases the Guarantor's liability under this Guarantee and Indemnity;
 - 4.1.4 obtains a judgment against the Customer a co-Guarantor and any other person.
 - 4.2. if any payment by the Customer is later avoided by law or any contract for the supply of supply of goods and/or services by the Seller to the Customer is ruled voidable or unenforceable for any reason;
 - 4.3. if more than one Guarantor:
 - 4.3.1 by the compromise, release or variation of any rights by the Seller against any individual Guarantor; or
 - 4.3.2 if this Guarantee is an indemnity unenforceable against one or more of the Guarantors; or
 - 4.3.3 if any one or more Guarantor, despite the fact that this Guarantee and Indemnity may be intended or expressed to be executed by more than one person, fails to execute this Guarantee and Indemnity.
 - 4.4. if by any act, neglect, omission or default by the Seller the whole or any part of the liability of the Guarantor to the Seller as surety would but for these provisions have been affected or discharged, or by the release, discharge, abandonment or transfer either in whole or part and either with or without consideration, of any security now or in the future held by the Seller from the Customer or from any other person.
 - 4.5. the death or disability or insolvency of the Customer, if the Customer is a natural person, or the winding up, administration, receivership or liquidation of the Customer if the Customer is a corporate of other entity.
5. The Guarantor agrees that any application for credit made by the Customer to any related body corporate of the Seller is deemed to have been accepted from the date of the first invoice to the Customer and without further notice to the Guarantor, this Guarantee and Indemnity extends to all liabilities of the Customer to that related body corporate.
6. This Guarantee and Indemnity extends to credit given to the Customer in the future by a company which is not now but, at the time that such credit is extended, has become a related body corporate of the Seller and may in such case be enforced by such Seller.
7. The Seller may at any time in its absolute discretion and without giving any notice to the Guarantor demand and receive from the Guarantor payment of any amount then owing to it by the Customer and may refuse further credit for supply of goods and/or services to the Customer and may grant the Customer any time or other indulgence and may compound with the Customer without discharging or impairing the liability of the Guarantor under this Guarantee and Indemnity.
8. The Guarantor acknowledges that in accordance with the Privacy Act as amended before providing credit to the customer and at any time thereafter, the Seller may seek from credit agency a credit report containing personal information about the Guarantor to assist in deciding whether or not to accept the Guarantor for the Customer. The Guarantor hereby agrees that the Seller may obtain information concerning the Guarantor's commercial activities or credit worthiness and may use such information for the purpose of assessing the Guarantor's credit worthiness.
9. If the Customer goes into liquidation or becomes bankrupt the Guarantor will not prove in the liquidation or bankruptcy in competition with the Seller and the right of the Guarantor to be subrogated to the Seller in respect of any dividends or payments received by the Seller shall not arise until the Seller has received payment in full of all its claim against the Customer. The Guarantor shall not be entitled in the liquidation or bankruptcy of the Customer to exercise any right to set off any amounts which it owes to the Customer against any amounts which the Customer owes to it.
10. The Guarantor hereby charges and mortgages in favour of the Seller as beneficial owner and as trustee of every trust in respect of which it is a trustee all of the Guarantor's interest in real property both present and future to secure the payment of any monies which may be owing by the Guarantor to the Seller from time to time and the performance and observation of the Guarantor's covenants pursuant to this Guarantee and Indemnity.
11. In relation to the charge and mortgage referred to in clause 10 if the Guarantor is trustee of a trust(s), it is entering into this Guarantee and Indemnity in both its personal capacity and in its capacity as trustee of that trust(s).
12. The Guarantor shall, upon request by the Seller, sign all documents and do all things that the Seller may reasonably require to be signed and done by the Guarantor to secure further to the Seller any monies owing to the Seller from time to time.
13. The Guarantor (and if more than one (1) then jointly and each of them severally) irrevocably appoint the Seller and the Seller's successors and assigns to be the duly constituted attorney of the Guarantor and to execute in the name of the Guarantor any documents including, without limitation, any mortgage of real property and consents to caveats. As the Seller may wish to lodge against the Title of any real property owned by the Guarantor and to do all acts and execute any documents necessary to give effect or to register any of the above.
14. This Guarantee and Indemnity may be withdrawn by the Guarantor only on the expiry of 30 days from the date on which written notice of withdrawal is actually received at the Seller's place of business by the general manager or a director of the Seller but will continue in force in respect of all debts incurred up to the date of expiry. A revocation by an individual Guarantor shall not constitute a revocation or release of any guarantee given by any other Guarantor under this Guarantee and Indemnity.
15. A statement in writing issued by an authorised person of the Seller of the monies owing but unpaid by the Customer as at the date indicated in the document is prima facie evidence of the amount outstanding at such date.
16. In the event there is more than one Guarantor under this Guarantee and Indemnity the liability of the Guarantors and each covenant, agreement or waiver given by any Guarantor under this Guarantee and Indemnity shall be joint and several.
17. The Guarantor agrees:..
 - 17.1 to pay on a full indemnity basis the legal and other costs incurred by the Seller in the enforcement or attempted enforcement of this Guarantee; and
 - 17.2 to pay interest with effect from the date of demand on all monies owing under this Guarantee and Indemnity until payment in full to the Seller at the Law Society of Queensland Inc Standard Contract Default Interest Rate plus 2% from time to time.
18. This Guarantee and Indemnity shall be interpreted in accordance with and subject to the laws of the State of Queensland. The parties agree to submit to the jurisdiction of the courts of the State of Queensland.

By signing below as Guarantor the Guarantor certifies that it has read and understands the terms of the Guarantee and Indemnity and the risks associated with it, and understands that it is an important legal document. In particular, the Guarantor acknowledges that if the Customer fails to make any required payments to the Seller, the Seller may recover the amount of these payments from the Guarantor personally. In this case the Seller may, amongst other recovery rights, take a charge over any property in respect of which the Guarantor has a legal or equitable interest. The Guarantor further acknowledges that prior to the execution of the Guarantee and Indemnity the Guarantor has had the opportunity of taking independent legal advice regarding its meaning and effect and has freely elected to execute this Guarantee and Indemnity.

IMPORTANT NOTE – as part of the Customer’s application for credit this Guarantee and Indemnity must be completed and signed by all directors, sole traders and business partners together with spouses of all directors, sole traders and business partners in the presence of independent witnesses who shall not be a spouse of the signatory or a family member of the signatory. If there are more than two (2) persons signing as Guarantor, the additional Guarantors must sign in the format below on an additional sheet or sheets of paper.

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

Executed as a Deed

Signed, sealed and delivered by:

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor

Signed in the presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Residential Address of Witness

Signed, sealed and delivered by:

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor

Signed in the presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Residential Address of Witness

EMPORIUM AQUILA

hand selected fine foods

FRESHO

ONLINE ORDERING

Order Contact Name:

Order Contact Number:

Order Contact Email:

Your information will be used to set up an online ordering account using Fresho.com. We will also use your email address to receive occasional promotions and introductions to new products. Please let us know if you do not wish to receive these emails.