

**CREDIT  
APPLICATION**

Name of Account: \_\_\_\_\_ Please complete this application, make a copy for your records, fax and mail the original to MFGS

\_\_\_\_\_ ("Applicant")

\_\_\_\_\_ Company Name or Full Personal Name \_\_\_\_\_ Trading Name

ACN / ABN: \_\_\_\_\_ Established: \_\_\_\_\_

Telephone: Business (0 ) \_\_\_\_\_ Fax (0 ) \_\_\_\_\_ Mobile \_\_\_\_\_

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Incorporation Date: \_\_\_\_\_ (for Companies) Builders Licence No: \_\_\_\_\_

Entity Type: Sole Trader Partnership Company Trustee Company

OFFICE USE  Driver's Licence Sighted No. \_\_\_\_\_  Photocopy taken

Are the Premises: Owned Leased Rented

If Mortgaged, balance payable (if any) \$ \_\_\_\_\_ If a Company: Paid up Capital \$ \_\_\_\_\_

Nominal Capital \$ \_\_\_\_\_

Names of Owners (in case of a Sole Trader & Partnership) / name of Directors (if a Company):

1. Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile: \_\_\_\_\_

Credit References:

1. Full Name: \_\_\_\_\_ Telephone: (0 ) \_\_\_\_\_

Contact: \_\_\_\_\_ Facsimile: (0 ) \_\_\_\_\_

Address: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Telephone: (0 ) \_\_\_\_\_

Contact: \_\_\_\_\_ Facsimile: (0 ) \_\_\_\_\_

Address: \_\_\_\_\_

3. Full Name: \_\_\_\_\_ Telephone: (0 ) \_\_\_\_\_

Contact: \_\_\_\_\_ Facsimile: (0 ) \_\_\_\_\_

Address: \_\_\_\_\_

Credit Details:  7 Days  14 Days  21 Days  30 Days  From Invoice Date  From End of Month

Limit required: \$ \_\_\_\_\_ per month Accounts Payable Contact: \_\_\_\_\_

Telephone: (0 ) \_\_\_\_\_ Email: \_\_\_\_\_ Invoice Preference: Post &/or Email

Purchasing Contact: \_\_\_\_\_ Email: \_\_\_\_\_

- The Applicant applies to S & L Manufacturing Pty Ltd T/A Manufactured Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) & Modern Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) ("Company's") for a credit account.
- If this application is accepted by the Company's, the applicant agrees that the credit account will be subject to the Credit Application Conditions and the Company's Terms and Conditions of Quotation and Sale which are a part of this application.

## CREDIT APPLICATION CONDITIONS

1. The Applicant hereby applies to open or continue to operate, an account with Manufactured Frameless Glass Systems (ABN 36 603 849 716) & Modern Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) ("Company's").
2. The Applicant acknowledges that they have read and understood the Company's Terms and Conditions of Sale annexed to this application ("Terms and Conditions"). If the Company's agree to provide the goods and/or services to the Applicant, then the Applicant acknowledge that all transactions will be subject to the Terms and Conditions, unless otherwise expressly agreed in writing by the Company's. The Applicant acknowledges that the terms defined in the annexed Terms and Conditions have the same meaning as those used in these Credit Application Conditions. If credit is provided, it will be provided to the Applicant as a customer of the Company's.
3. The Applicant acknowledges that the Terms and Conditions may be, at any time, and from time to time altered, amended, added to or deleted by the Company's.
4. The Applicant warrants that all of the information supplied in this Credit Application is true and correct and complete and that the Applicant has not omitted any information which may be material to the Company's in making their decision to grant credit to the Applicant.
5. If the information in this Credit Application is found to be misleading or incorrect by its content or omissions or if the Applicant is in breach of this Credit Application or the Terms and Conditions, the Company's may refuse to supply the goods and/or services and terminate this credit facility immediately.
6. The Applicant authorises the Company's to make such enquiries and obtain such information that it deems necessary to decide whether to accept or reject this Credit Application.
7. The Company's may at any time stop providing credit or vary the amount of credit it provides to the Applicant.
8. The Company's are not required to inform the Applicant of the amount of credit it decides to give to them.
9. If the Applicant does not pay any amount due by the due date then the Applicant agrees to pay interest from and including the date payment was due until and including the date full payment is received by the Company's in cleared funds, at the rate of 12% per annum calculated daily, compounding monthly.
10. If payment is not received by the due date the Applicant acknowledges that the Company's may withdraw or suspend the Applicant's credit facility without notice.
11. Where the Applicant has more than one proprietor, or where there is more than one Applicant, the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.
12. To secure payment of all monies which may become payable to the Company's by the Applicant, the Applicant agrees to grant the Company's a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth) ("PPSA") in the Applicant's personal assets including all after acquired property and an irrevocable right to register this interest against the Applicant or the Applicant's property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA ("Register") including (without limitation) where applicable, as a purchase money security interest. The Applicant hereby grants the Company's an irrevocable right to search the Register from time to time in relation to the Applicant and/or the Applicant's property. The Applicant agrees and acknowledges that for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4) 129, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA have no application to these arrangements and the Company's are not required to give notice under section 135 of the PPSA. The Applicant agrees that if the Company's receive any notice in relation to the Applicant under section 64 of the PPSA, all monies outstanding from the Applicant owed to the Company's will become immediately due and payable. The Applicant agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.
13. To secure payment of all monies which may become payable to the Company's by the Applicant, the Applicant hereby charges all of its real property (including all real property acquired after the date of this Deed) whatsoever and wheresoever situated and all of its estate and interest therein, in favour of the Company's with the payment of all sums of money whether present future or contingent to which the Applicant may become liable to pay to the Company's and the Applicant covenants to deliver to the Company's within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land and Property Management Authority in New South Wales and the Applicant authorises and consents to the Company's taking all action necessary to give effect to this security including the lodgement of a caveat upon title of any of my real property. The Applicant hereby irrevocably appoints the Company's and any person nominated by the Company's (including without limitation any credit manager or solicitor engaged by the Company's) severally as its lawful attorney with power to execute sign, seal and deliver (which delivery may be subject to such Terms and Conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
14. The Applicant acknowledges that the credit being obtained is for business purposes.

On behalf of the Applicant:

## TERMS AND CONDITIONS OF QUOTATION AND SALE

These are Terms and Conditions of Sale of all products and services supplied by Manufactured Frameless Glass Systems (ABN 36 603 849 716) & Modern Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) ("Company's"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company's and the Customer, these Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

### General

1. The Company's will provide the Customer with a price list setting out the prices of the products. The Company's may update the price list from time to time without notice to the Customer.
2. All orders placed with the Company's are subject to these Terms and Conditions and the Company's may, at any time and from time to time, vary or alter these Terms and Conditions. Any such variation to these Terms and Conditions will apply upon notification by the Company's to the Customer.
3. If a Customer cancels or alters any order or part order for special products or standard products with special materials at any time after the Company's have received the order, then the Company's reserve the right to charge to the Customer the cost of the special products and materials already acquired for the order together with cost of the labour and tooling expended to the date of such cancellation or alteration.
4. Commencement of provision of products based on quotation is subject to approval from the Company's of the Customer's Credit Application.
5. Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Competition and Consumer Act 2010 or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.
6. Where the Customer has more than one proprietor, or where there is more than one Applicant under a Credit Application, the liability of those applicants or proprietors under these Terms and Conditions will be joint and several.
7. "Customer" means both the Customer in these Terms and Conditions and the Applicant under the Credit Application.

### Pricing

8. All quotations remain valid for 30 days from the date of quotation, unless otherwise specified.
9. Quotations costed from sketches, plans, schedules or specifications provided by the Customer are subject to the accuracy of the information provided. The Company's will not be liable for inaccuracies of quantity, dimension, material or position actually required or used exceeding the quotation.
10. Any items or specifications outside the quotation, or any reduction in items or specification may be re-quoted. In the event of a price not being agreed upon for extra variations prior to execution the same shall be to the Buyer at the normal rates in force by the Seller at the time of performance of the work.
11. If there is any error or omission in a quotation, the Company's reserve the right to amend the quotation price. This clause applies even if the quotation has been accepted by the Customer.
12. Unless otherwise stated, all prices quoted are GST exclusive. GST will be added in relation to delivery, supply and installation of all goods and services.

### Terms of Payment

13. All payments due to the Company's are to be made, without retention, within thirty (30) calendar days from the end of the calendar month during which the invoice was issued to the Customer by the Company's. Payment will be considered to be made when the funds are cleared in the Company's nominated bank account.

14. If the Customer fails to make payment in accordance with the terms of clause 10, the Company's will be entitled to:
  - a) charge default interest at the rate of 2% per month on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company's. Payments received from the Customer will be credited first against any default interest, then in payment of services and then against payment of any goods, and all such charges will be payable on demand;
  - b) claim from the Customer, all costs relating to any action taken by the Company's to recover money due from the Customer including any legal costs and disbursements on a solicitor-client basis;
  - c) cease all work remaining to be performed by the Company's under the quotation and terminate any agreement in relation to delivery of products that have not been delivered prior to the Customer's default; and
  - d) require the payment of cash upon delivery of any further products.

### Delivery & Inspection

15. Any date or time quoted by the Company's for delivery is an estimate only and the Company's will endeavour to meet that estimate, but failure to do so will not confer on the Customer any right of cancellation on the Customer's part or render the Company's liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
16. The Company's obligation to deliver will be discharged on arrival of the products at the Customers nominated delivery destination, nominated transport company, nominated agent or the address appearing on the quotation.
17. The Customer will examine the products immediately after delivery and the Company's will not be liable for any mis-delivery, shortage, defect or damage unless the Company's receive details in writing from the Customer within 7 calendar days of the date of delivery of the products.
18. All goods correctly supplied as ordered returned for credit unmarked and undamaged will be subject to 10% minimum handling charge to cover administration costs plus freight, tolls etc. The Customer will be responsible for the costs of returning the product, including but not limited to disassembly, alteration and transport to the Company's or from such depot as were originally obtained.

### Property and Risk

19. Subject to clauses 19 and 20, notwithstanding delivery of products, title in any products supplied and/or installed will remain with the Company's until the Customer has paid and discharged any and all indebtedness to the Company's on any account whatsoever including all applicable sales taxes and other taxes, levies and duties. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provision will be deemed not to discharge the Customer's indebtedness and in such an event the parties are to be restored to rights each respectively would have had if the payment had not been made.
20. The risk in any products supplied and/or installed will pass to the Customer upon delivery (actual or constructive) to the Customer.
21. The Customer acknowledges that if he is in possession of any products supplied and/or installed, he holds such, solely as a fiduciary bailee for the Company's until payment has been made in full to the Company's as described in clause 10.
22. To the extent permitted at law, the Company's will not be liable to the Customer or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect, remote and/or unforeseeable loss. The aggregate liability of

I / we understand and accept the above terms and conditions and those on the reverse side,

## TERMS AND CONDITIONS OF QUOTATION AND SALE cont...

omission of the Company's in connection with its obligations under these Terms and Conditions will not exceed the amount of one hundred dollars (AUD\$100), even if the Company's have been advised by the Customer as to the possibility of such loss being incurred.

23. If the Customer re-supplies the goods in trade, then in respect of the supplies by the Customer to its customers the Customer shall:
  - a) ensure its customers are notified at or before the time goods are supplied, that the Company's do not undertake that repair facilities and/or parts will be available for the goods beyond the duration of any standard product warranty, which is supplied with the goods;
  - b) List all known defects in the goods:
    - i. on a notice displayed with the goods; and
    - ii. on any sales agreement, docket, receipt or credit card voucher and shall keep a copy of the same..
24. The Customer hereby indemnifies the Company's and shall keep the Company's indemnified from and against all losses, costs, penalties, liabilities or expenses suffered or incurred by the Seller as a result of or arising out of the Customer's breach of the provisions of clause 23.
25. As security for payment, the Customer (and where applicable each Guarantor) agrees to grant the Company's a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA) in the outstanding payments and all after acquired property and an irrevocable right to register this interest against it or its property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA (Register) including (without limitation) where applicable, as a purchase money security interest. The Customer grants the Company's an irrevocable right to search the Register from time to time in relation to it or its property. The Customer agrees for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4) 128, 129, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA have no application to these arrangements and the Company's are not required to give notice under section 135 of the PPSA. If the Company's receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding payments will become immediately due and payable. The Customer agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.
26. To secure payment of all monies which may become payable to the Company's by the Customer, the Customer hereby charges all of its real property (including all real property acquired after the date of these Terms and Conditions) whatsoever and wheresoever situated and all of the Customer's estate and interest therein, in favour of the Company's with the payment of all sums of money whether present future or contingent to which the Customer may become liable to pay to the Company's and the Customer covenants to deliver to the Company's within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land and Property Management Authority in New South Wales and the Customer authorises and consents to the Company's taking all action necessary to give effect to this security including the lodgement of a caveat upon title of the Customer's real property. The Customer hereby irrevocably appoints the Company's and any person nominated by the Company's (including without limitation any credit manager or solicitor engaged by the Company's) severally as my lawful attorney with power to execute sign, seal and deliver (which delivery may be subject to such Terms and Conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

### Consumer Law

27. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The term "major failure" has a defined meaning under the Australian Consumer Law.
28. No additional express warranty for defects or otherwise are provided

for our products. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.

29. The Company's can be contacted in relation to claims as follows:
  - a) Telephone Number: 02 95223983
  - b) Email Address: customer.service@mfgs.com.au
  - c) Mailing address: PO Box 3239 Kirrawee NSW 2232
30. Any cost incurred in contacting us or delivering the product to us will be borne by you.

### Force Majeure

31. The Company's will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company's including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, vandalism or riot, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Company's obligations will be suspended until the Event of Force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company's regardless of any party being affected by an Event of Force Majeure.

### Licence

32. The Customer hereby irrevocably grants to the Company's, their agents and servants an unrestricted licence, without notice, to enter premises occupied by the Customer to identify and remove any of the products the property of the Company's or which the Company's have a Security Interest in, in accordance with these Terms and Conditions of Sale without in any way being liable to the Customer or any person claiming through the Customer. The Company's will have the right to sell or dispose of any such products removed or otherwise in its sole discretion and will not be liable for any loss occasioned thereby.
33. The Company's licence the Customer to install the products if appropriate. If the products are affixed to other materials the totality thereof will be the sole and exclusive property of the Company's until payment as defined in clause 10 has been made in full to the Company's unless the other materials or part thereof are or is the property of a party or parties other than the Customer's in which case the totality thereof will be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the Customer in respect of such other party or parties.

### Termination

34. If the Customer fails to comply with any of these Terms and Conditions or the Credit Application Terms (if applicable) being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company's may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any products not paid for in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer.

### Governing Law & Jurisdiction

35. The Customer agrees that these Terms and Conditions will be construed according to the Laws of the State of New South Wales. The Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the Laws of New South Wales.



**DEED OF GUARANTEE  
AND INDEMNITY**

DEBTOR: .....  
Registered company name and ACN/ABN, registered business name, name of each partnership or name of sole trader

ADDRESS: .....

At the request of GUARANTOR: .....  
(Full Name) (Signature)

GUARANTOR: .....  
(Full Name) (Signature)

1. In consideration of the Companies agreeing to provide credit to the Debtor at the Guarantor's request, the Guarantor hereby guarantees (and where the Guarantor consists of more than one person, the Guarantors guarantee jointly and severally) to Manufactured Frameless Glass Systems (ABN 36 603 849 716) & Modern Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) (Company's), the punctual performance by the Debtor of its obligations under the Company's Terms & Conditions of Quotation and Sale ("Terms and Conditions") and any other contractual arrangement it has with the Company's from time to time, including its obligations to pay money.
2. The Guarantor indemnifies, must keep the Company's indemnified and will hold the Company's harmless against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company's or which the Company's may pay, sustain or incur as a direct or indirect result of any breach or non performance of the Debtor. The Company's may enforce this right of indemnity against the Guarantor at any time, including before the Company's has incurred the liability, loss or costs and without first taking proceedings against the Debtor.
3. The Guarantor acknowledges that the Company's may rely on this guarantee in providing Credit to the Applicant, and that it is a continuing guarantee to the Company's for the whole of the Debtor's indebtedness or liability to it in respect of goods and/or services supplied to the Debtor on any other account however and whenever arising.
4. This Deed of Guarantee is binding on the Guarantor's personal representatives and will be for the benefit of the Company's, its successors and assigns.
5. The Company's may, in their absolute sole discretion, be entitled to:
  - a. release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or
  - b. specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without releasing or discharging the other persons included as a Guarantor, without prejudicing or affecting the rights and remedies of the Company's against the other persons included as a Guarantor, provided that any part payment or indulgence granted by the Company's in writing will constitute discharge of liability to the extent of such part payment or indulgence.
6. The Guarantor hereby acknowledges that it is jointly and severally liable for the Debtor's indebtedness to the Company's.
7. As security for payment of the Guarantor's obligations under this Deed of Guarantee and Indemnity, the Guarantor (and where applicable, each person comprising the Guarantor) agree to grant the Company's a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA) in their personal assets including all after acquired property and an irrevocable right to register this interest against it or its property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA (Register) including (without limitation) where applicable, as a purchase money security interest. The Guarantor (and where applicable, each person comprising the Guarantor) grants the Company's an irrevocable right to search the Register from time to time in relation to it or its property. The Guarantor (and where applicable each person comprising the Guarantor) agrees for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4) 128, 129, 130, 132(3) (d), 132(4), 135 and 143 of the PPSA have no application to these arrangements and the Company's are not required to give notice under section 135 of the PPSA. The Guarantor acknowledges that if the Company's receive any notice in relation to the Debtor under section 64 of the PPSA, all outstanding payments will become immediately due and payable. The Guarantor (and where applicable each person comprising the Guarantor) agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.
8. For the purpose of securing payment to the Companies the Guarantor (and where applicable, each person comprising the Guarantor) hereby charges all of its, his or her (as the case may be) real property (including all real property acquired after the date of this Deed) whatsoever and wheresoever situated and all of its or his estate and interest therein, in favour of the Companies with the payment of all sums of money whether present future or contingent to which the Guarantor may become liable to pay to the Companies and covenants to deliver to the Companies within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the land Titles Office in Sydney and authorises and consents to the Companies taking all action necessary to give effect to this security including the lodgement of a Caveat upon title of the Guarantor's real property. The Guarantor (and where applicable, each person comprising the Guarantor) hereby irrevocably appoints the Companies and any person nominated by the Companies severally, as the attorney of the Guarantor

**DEED OF GUARANTEE  
AND INDEMNITY cont...**

9. If the charge created by clause 8 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor will not be exonerated on the whole or in part nor will the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
10. The Guarantor acknowledges that the Companies have afforded it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to signing of this Deed of Guarantee and Indemnity.
11. The Guarantor acknowledges that the Guarantor has made his own enquiries of the Debtor regarding the Debtor's past and prospective dealings with the Companies and is satisfied as to the extent of his obligations arising from this Deed of Guarantee and Indemnity. The Guarantor further acknowledges that the Companies are under no obligation to notify him of any changes to its trading terms or dealings with the Debtor.

Executed as a Deed Poll

For Company:

Executed by

in accordance with section 127(1) of the  
Corporations Act 2001 (Cth):.....  
Signature of director.....  
Signature of director or company secretary\*  
\*delete whichever does not apply.....  
Name (please print).....  
Name (please print)

For Individual:

Signed Sealed and Delivered by

.....  
Name of Individual  
(please print).....  
Signature

in the presence of:

.....  
Name of witness  
(please print).....  
Signature

**PRIVACY ACT 1988**

**PRIVACY POLICY AND CONSENT**

1. S & L Manufacturing Pty Ltd T/A Manufactured Frameless Glass Systems (ABN 36 603 849 716) & Modern Frameless Glass Systems Pty Ltd (ABN 16 059 018 441) will hereinafter be referred to as the Credit Provider.
2. The Applicant or Applicants ("Applicant") acknowledge that it has been informed by the Credit Provider that its personal information may be held by the Credit Provider. The Applicant has, by signing this consent, given its consent and approval to the Credit Provider holding its personal information.
3. The Applicant acknowledges that it has been informed that personal information about it may be disclosed by the Credit Provider to a credit reporting agency (or similar entity), and that the Credit Provider may acquire personal information relating to the Applicant from one or more credit reporting agencies (or similar entity). The Applicant has, by signing this consent, given its consent and approval to the Credit Provider acquiring and disclosing its personal information to or from (as the case may be), one or more credit reporting agencies (or similar entity). This includes (without limitation) the Credit Provider obtaining one or more credit reports from time to time, for the purposes of assessing this Credit Application and the Applicant's ongoing credit worthiness during the continuance of credit provision.
4. The Applicant consents and agrees that the Credit Provider may, from time to time, contact any trade references or other credit references for the purposes of assessing this Credit Application and the Applicant's ongoing credit worthiness during the continuance of credit provision.
5. The Applicant consents and agrees to the Credit Provider receiving from any other credit provider or providing to any credit provider, any information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
6. In accordance with the National Privacy Principles (NPP) exacted under the Privacy Act 1988, the Applicant has a right to access its personal information held by the Credit Provider. If the Applicant wishes to obtain access to its personal information held by the Credit Provider or would like to have more information about the way that the Credit Provider manages the Applicant's personal information, please contact the Credit Provider's Privacy Officer Shirlie Phillips.
7. The Applicant consents and agrees that, in the event of default of payment of its debts, the Credit Provider may disclose all information in relation to its account to its nominated collection agency for the purpose of receiving any or all amounts outstanding.

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....