

1. CUSTOMER DETAILS

| | | | |
|-----|-------------------------------|---------------------------|-----|
| 1.1 | Customer Name: | Telephone: | () |
| 1.2 | Trading Name (Or Trust Name): | Facsimile: | () |
| 1.3 | Trading Address: | | |
| | | Post Code | |
| 1.4 | Postal Address: | | |
| | | Post Code | |
| 1.5 | Purchasing Contact: | Accounts Payable Contact: | |
| | Email Address: | Email Address: | |

2. BUSINESS DETAILS

| | | | |
|------|---|-------------------|--|
| 2.1. | Nature of Business: | | |
| 2.2 | Date & State of Incorporation: | ACN: | |
| 2.3 | How long has business been trading: | ABN: | |
| 2.4 | Number of Branches: | No. of Employees: | |
| 2.5 | Business premises owned or leased (inc Landlords name): | | |
| 2.6 | Value and description of total assets: | | |
| 2.7 | Value and description of total liabilities: | | |
| 2.8 | Credit Limit Required: | | |

3. PROPRIETORS / DIRECTORS DETAILS

Full Name(s) and address(es) of sole trader, partners, directors

| | | | |
|-----|----------------------|------------|--|
| 3.1 | | Position: | |
| | | Telephone: | |
| | Drivers licence No : | D.O.B : | |
| 3.2 | | Position: | |
| | | Telephone: | |
| | Drivers licence No : | D.O.B | |
| 3.3 | | Position: | |
| | | Telephone: | |
| | Drivers licence No : | D.O.B | |

3.4 Has any proprietor / director been registered under any part of the Bankruptcy Act or under any special financial arrangement or involved in Supplier or Business which has been liquidated or under external administration?

YES / NO

If yes, give details:

4. TRADE REFERENCES

| | Supplier: | Suburb / State: | Avg. Monthly Value: | Telephone: | Fax: |
|-----|-----------|-----------------|---------------------|------------|------|
| 4.1 | | | | () | () |
| 4.2 | | | | () | () |
| 4.3 | | | | () | () |
| 4.4 | | | | () | () |

5. FINANCIAL DETAILS OF THE APPLICANT

| | | | |
|-------------------------------------|-------------------------------|---------------|---------------------|
| EXPECTED PURCHASE PER MONTH: | | \$ | |
| 5.1 | Bank: | Branch: (BSB) | Account No. |
| 5.3 | If Supplier: Nominal Capital: | \$ | Paid Up Capital: \$ |

Return to Fagersta Steels Pty Ltd to email accounts@fagersta.com.au , or fax (03) 9091 5101



CREDIT ACCOUNT APPLICATION FAGERSTA STEELS PTY LTD

The terms set out in the Fagersta Steels Pty Ltd Terms and Conditions of Sale below, form an agreement directly between the Customer and Fagersta Steels Pty Ltd and those terms are legally binding between the Customer and Fagersta Steels Pty Ltd .

Who Must Sign this Agreement on Behalf of the Customer

For Companies: A person with delegated authority to sign on behalf of the Company, or the Director(s) of the Company.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership.

Where this is not possible, please contact Fagersta Accounts.

Signatory

Witness (Executed by independent witness)

| | | | |
|-------------------------------|--|-------------------------------|--|
| Print Name (block letters) | | Print Name (block letters) | |
| Position | | Address | |
| Signature | | Signature | |
| Date | | Date | |

| | | | |
|-------------------------------|--|-------------------------------|--|
| Print Name (block letters) | | Print Name (block letters) | |
| Position | | Address | |
| Signature | | Signature | |
| Date | | Date | |

Fagersta Steels Pty Ltd to Complete:

Credit Limit Approved: \$

Terms Approved:

Approved / Declined By:

Acceptance / Refusal Letter Sent Date:

Date:

TERMS & CONDITIONS

Fagersta Steels Pty Ltd ABN 64 157 676 796



FAGERSTA STEELS PTY LTD - TERMS & CONDITIONS OF SALE

By submitting a credit application and/or ordering goods and services (“goods”) from Fagersta Steels Pty Ltd (ABN 64 157 676 796) (the Supplier), you (“Customer”) agree that the following Terms and Conditions of Sale (“Terms and Conditions”) constitute a contract that shall apply to the supply of goods by the Supplier.

1. INTERPRETATION

In these terms and conditions:

- 1.1 “PPSA” means the Personal Property Securities Act 2009;
- 1.2 “Purchase Monies Securities Interest” or “PMSI” has the meaning given in section 14 of the PPSA as amended from time to time.
- 1.3 “Supplier”, “Seller” means Fagersta Steels Pty Ltd (ACN 157 676 796) or its successors or assigns
- 1.4 “Insolvency Event” means where the Customer is a Corporation, it passes a resolution for the winding up or liquidation, or administration of the Corporation, or it enters entering into an arrangement with creditors, or appoints a liquidator, administrator controller, or a provisional liquidator, administrator or controller, for any assets or property of the Customer, or the Customer becomes subject to winding up because of insolvency or if any petition is presented for its winding up. Where the Customer is a natural person, the Customer commits and act of bankruptcy or similar, or any equivalent act in another jurisdiction.

2. ACCOUNT TERMS

- 2.1 Where credit is approved for a Customer, unless otherwise agreed in writing, payment for goods & services is to be made not later than the last working day of the month following the month in which goods are delivered or are made available for delivery. The provision of credit is at the discretion of the Supplier and may be withdrawn at its discretion.
- 2.2 All payments required to be made by the Customer to the Supplier are to be free of any set-off, or counter-claim and without deduction or withholding. Amounts due to the Supplier may be deducted from any monies which may be or become payable to the Customer by the Supplier.
- 2.3 The Supplier reserves the right to vary the terms and conditions of payment at its discretion.

3. PRICING & PAYMENT

- 3.1 Prices are set out in the invoice issued by the Supplier and/or as at the date of issue. Prices are subject to change by the Supplier without notice. Prices and quoted prices for goods & services are Ex Works in the relevant location in Australia.
- 3.2 A quotation does not constitute an offer and the Supplier may withdraw or revise a quotation without liability to the Customer.
- 3.3 Typographical or clerical errors in quotes, price lists or invoices or other documentation issued by the Supplier will be subject to correction without liability to the Supplier.
- 3.4 Unless otherwise agreed in writing, all prices are strictly net of taxes and delivery charges. Goods & Services Tax (GST), or any other applicable tax or duty must be paid by the Customer to the Supplier on demand and the Customer indemnifies and keeps the Supplier indemnified in respect of all taxes and duties arising out of any sales of, or subsequent use of goods & services. Any variations in the invoice or contract price because of currency fluctuations, taxes, customs duty or other imposts shall be to the Customer’s account.
- 3.5 Unless otherwise agreed to by the Supplier, the only accepted means of paying accounts will be by cash, bank cheque, COD or electronic funds transfer.
- 3.6 The Supplier will be entitled to set off against any money owing to the Customer by the Supplier on any account whatsoever. However, the Customer shall not set off any amounts allegedly owing by The Supplier.

4. DEFAULT

- 4.1 If the Customer fails to comply with these terms and conditions, has an insolvency event, or fails to pay monies owed, the Supplier may in its absolute discretion:
 - (a) cease all further deliveries and/or require accounts to be settled on delivery of further goods & services.
 - (b) terminate any agreements, quotes or special arrangements in place.
 - (c) charge interest on all overdue accounts at 2% per month, calculated on a daily basis and which shall be calculated from the date upon which moneys become due and payable up to the date of payment in full.
 - (d) claim from and the Customer is be liable for any fees or charges levied on the Supplier by any banker, credit provider, legal practitioner or debt collection agent for any charges associated with the cost of financing or the recovery of monies to settle an overdue account.
 - (e) retake possession of all Goods supplied to the Customer and the Customer authorises the Supplier, its agents, employees or representatives to enter the Customers’ premises to retake possession of the Goods. The Customer indemnifies the Supplier against any cost, losses, damages or prosecution resulting from the retaking of possession of the goods.

5. CREDIT APPLICATION & PRIVACY

If credit facilities are approved, future supply of Goods to the Customer shall be on the terms and conditions of this document together with the Personal Guarantee and Indemnity Agreement. If credit is refused or withdrawn, then payment shall be in accordance with the Supplier’s requirements.

I/we acknowledge the information provided in any application for credit is the basis for the Supplier determining the financial standing and credit worthiness of each of us (and the incorporated body) and do hereby:

- a) authorise the Supplier to make such enquiries and receive such information from the bankers and business referees as the Supplier may reasonably consider necessary;
- b) certify that the information provided in my/our application is true and correct;
- c) acknowledge that the Supplier has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information about me/us contained in the application are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies;
- d) agree that in accordance with other relevant sections of the Privacy Act 1988:
 - (i) reports may be accessed and given to the Supplier for the purpose of assessing the application for credit or commercial credit or assessing whether to accept me/us as Customer;
 - (ii) agree that the Supplier may use information obtained concerning my/our commercial activities or commercial credit worthiness;
 - (iii) authorise the Supplier to exercise my/our rights of access to my/our credit information files and credit reports;
- e) agree the Supplier may give to and seek from any credit providers, or credit reporting agency, reports and information that has any bearing my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - (i) to assess an application by me/us for credit or commercial credit (or credit worthiness), whether to accept me/us as Customer or to continue supplying credit to me/us;
 - (ii) to notify other credit providers of a default by me/us;
 - (iii) to exchange information with other credit providers as to the status of my/ our account where I am/we are in default with the Supplier or with another creditor provider;
- f) agree that these authorisations shall continue to have effect for the duration of the period during which credit is provided or sought by me/us from the Supplier or, while any moneys are owned on any account by me/us or any guarantor of mine/ours to the Supplier.

6. FITNESS FOR PURPOSE

- 6.1 To the maximum extent permitted by law, the Customer agrees that it relies on its own skill and judgement in relation to the suitability of any goods for a purpose. Any advice, recommendation, information or assistance provided by the Supplier is provided without any liability by the Supplier whatsoever and the Customer will not hold the Supplier liable for any actual or potential injury or loss of any kind because of any discussions or representations made by the Supplier.

7. DELIVERY

- 7.1 The Supplier may determine the method of delivery in its absolute discretion. Delivery shall be made by the Customer when they collect the goods from the Supplier's premises, or some other place if agreed by the Supplier, and by the Supplier delivering the goods to that place.
- 7.2 The Supplier's responsibility ends at the delivery point. The Customer must unload the goods at its own risk. If the Customer is unwilling or not ready to accept the goods, the Supplier may charge a fee for any delay, or arrange for storage of the goods risk and cost of the Customer including transport, storage and other consequential loss. At its discretion, the Supplier may make and invoice partial deliveries and each partial delivery will be treated as a separate sale pursuant to these terms and conditions. If at any time the Supplier does unload the goods, this is at the Customers' risk and the Customer indemnifies the Supplier for any loss, injury or property damage arising.
- 7.3 Any dates for delivery are approximate only and the Supplier will not be liable for delay in delivery whatsoever. Time of delivery is not of essence and the Customer is not entitled to claim any loss or damage suffered as a result of any difference between the estimated and actual time of delivery.
- 7.4 The Customer shall be liable for payment of any charges for the delivery of the goods and must pay the the delivery charges stipulated by the Supplier, unless otherwise agreed to in writing by the Supplier.

8. PROPERTY AND RISK

- 8.1 Risk in the goods passes to the Customer on delivery by the Supplier to the Customer.
- 8.2 Legal and equitable title in goods shall not pass to the Customer until the purchase price for those goods and all other amounts owed to the Supplier have been paid in full. Until payment in full is made, the Customer holds the goods as fiduciary and bailee for and agent of the Supplier. Without prejudice to any other rights which the Supplier may have under this contract or at law, the Customer expressly and irrevocably agrees that the Supplier shall be entitled to enter upon the Customer's premises and repossess, remove and sell the goods or any manufactured products in which the goods have been used without notice upon the occurrence of any of the following events:
- (a) the Customer, being a natural person, commits an act of bankruptcy, or is declared insolvent;
 - (b) where the Customer is a corporation, proceedings are commenced to wind up the Customer, or the Customer is placed under official management, or a receiver is appointed over the Customer's undertaking or property or any part thereof, or the Customer is placed under any other form of insolvent administration;
 - (c) the Customer enters into some arrangement or assignment for the benefit of its Creditors;
 - (d) the Customer disposes of, or parts with possession of the goods otherwise than as expressly authorised by this contract;
 - (e) the Customer, in the opinion of the Supplier, is in breach of any terms of this contract.

9. SPECIFICATIONS OR SPECIAL ORDERS

9.1 It is the responsibility of the Customer to notify the Supplier in writing of the nature, standard and specifications of the goods required to be supplied. The Supplier does not give any advice, make any recommendation or provide any warranty in relation to the suitability of goods ordered by the Customer for the purpose or use to which the goods are to be put by the Customer or any third party.

10. CLAIMS ON THE SUPPLIER

- 10.1 Unless agreed in writing, the Supplier will not accept the return of goods. If the Customer makes a claim for a return or rectification of goods, the goods must be preserved intact and available for a representative of the Supplier to inspect the goods prior to it considering the claim. Where a return of goods is agreed, proof of purchase must accompany the goods.
- 10.2 Goods proven to be defective as a result of action or inaction on the part of the Supplier will be replaced or made good at the original place of delivery provided written notification of the defect is given to the Supplier within seven (7) days from the date of delivery and the goods are returned in their original condition to the depot from which they were purchased. In no circumstances will compensation or damages paid in respect of defective goods, or for non-delivery where goods delivered are claimed to be defective.
- 10.3 The Supplier does not accept any responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise where orders for any of those goods are placed with the Supplier by the Customer otherwise than in writing. In any event, the Supplier reserves the right to supply goods which vary in dimension by up to 6% and where such goods are delivered, delivery will be deemed to have occurred and the Customer agrees to purchase at the applicable price for the goods.
- 10.4 If material is supplied to the Supplier by the Customer for cutting or any other treatment and such material is lost, damaged or destroyed by the Supplier, the Supplier's liability to the Customer shall be limited to replacement value of any material so lost, damaged or destroyed.
- 10.5 The Customer shall be responsible for inspection of goods upon delivery and the Supplier is not liable for any claim in respect of damaged goods, including goods damaged in transit unless particulars of such a claim are notified to the Supplier in writing within seven (7) days of delivery.
- 10.6 The Supplier's liability for damages for any breach of this contract and its terms and conditions are limited to general damages and the Supplier shall not be held responsible or liable for any special damage suffered by the Customer whether on the grounds of consequential loss howsoever caused, loss on resale, delays in the Customer's factory or otherwise.

11. PERSONAL PROPERTY SECURITIES ACT & POSSESSION

- 11.1 The retention of title in these terms and conditions give rise to a security interest to the Supplier as defined in the Personal Properties Securities Act 2009 (PPSA). The Customer agrees that these terms and conditions create a Purchase Money Security Interest (PMSI) in the goods supplied presently and in the future by the Supplier to the Customer. This PMSI does not lose its priority because of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.
- 11.2 The Customer acknowledges that the Supplier may register a statement on the Personal Properties Securities Register (PPSR). The Customer agrees to do all things necessary and execute all documents to perfect a first ranking security interest in the goods by the Supplier, including registering a statement of a PMSI.
- 11.3 Until ownership of the goods passes to the Customer, the Customer waives its rights under the PPSA, regarding notice of intention of removal of an accession and receiving a notice from the Supplier to enforce its security interest in accordance with land law (s118);
- 11.4 To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in the Supplier's discretion and which would otherwise confer rights on the Customer.
- 11.5 The Customer's right to possession of goods still owned by the Supplier under these terms and conditions shall cease if:
- (a) the Customer being an individual, commits an act of bankruptcy,
 - (b) the Customer being a Company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of its assets, any proceedings are instituted for winding up, or the Customer entering into a Deed of Supplier Arrangement,
 - (c) the Customer ceasing or threatening to cease conducting business in the normal manner or applying for deregistration or receives a deregistration notice,
 - (d) any cheque the Customer provides to the Supplier or any Group Company is dishonoured for payment,
 - (e) The Customer breaching any of the terms and conditions contained herein and/or are in default of any other agreement between the Supplier and the Customer.
- 11.6 The Customer expressly and irrevocably agrees that the Supplier is entitled to enter any premises where the goods supplied by the Supplier are located to repossess, remove and sell such goods. The Customer (its successors and assigns, including any external manager or administrator) shall not object to the Supplier, or its agents, entering any premises for this clause and agrees to indemnify and keep the Supplier indemnified in respect of any claims, actions and costs that may arise against the Supplier in relation to the removal, repossession and/or sale of the goods pursuant to these terms and conditions including any claims brought by third parties.
- 11.7 Until ownership of the goods passes, the Customer must not give the Supplier a written demand or allow any other person to give the Supplier a written demand requiring the Supplier to register a financing change statement under the PPSA or enter or allow any other person to enter the personal property securities register a financing change statement under the PPSA.
- 11.8 The Customer agrees not to change the Customer name or undertake any changes to any documents that The Supplier has registered, requires to be registered or are capable of being registered without our prior written consent of the Supplier.

TERMS & CONDITIONS

Fagersta Steels Pty Ltd ABN 64 157 676 796

12. WARRANTIES AND LIABILITY

- 12.1 Subject to payment in full for the goods, the Supplier will use its best endeavours to pass on the Customer the benefit of any warranties or guarantees it receives in respect of the goods supplied to the customer.
- 12.2 The Customer warrants that any resultant goods or products it produces from the original goods supplied by the Supplier will not infringe on any third party intellectual property rights. The Customer indemnifies the Supplier for any loss or damage that it or the Supplier incurs or may incur but for this release in respect of goods made pursuant to any specification or working documentation.
- 12.3 Notwithstanding anything in these terms and conditions, the Supplier will not be liable for any loss, damage or injury beyond the value of the Goods provided to the customer. In no circumstances will the Supplier have any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, harm, damage or injury suffered or incurred by the Customer.

13. GOVERNING LAW, NOTICE, PROOF OF DEBT

- 13.1 The laws of Victoria govern these terms and condition and the parties agree to submit to the exclusive jurisdiction of the Courts of Victoria. The Sale of Goods (Vienna Convention) Act 1987 Vic (or its corresponding legislation in other States or Territories) shall not apply.
- 13.2 A certificate signed by a Director or Secretary of the Supplier is prima facie evidence of the amount of indebtedness of the Customer to the Supplier at that time.

14. MISCELLANEOUS

- 14.1 Unless otherwise specifically agreed in writing by the Supplier, where any terms and conditions of the Customer's order are inconsistent with these terms and conditions, these terms and conditions will prevail and all obligations hereunder shall be binding on the Customer's personal representatives, successors and permitted assigns and shall be for the benefit of the Supplier, its successors and assigns.
- 14.2 If the whole or any part or parts of any provisions in this agreement should be held to be void or unenforceable in whole or in part, such provision or part thereof shall, to that extent be severed from these terms and conditions, but the remainder of these terms and conditions shall not be affected.

15. ACKNOWLEDGEMENT

- 15.1 The Customer acknowledges that the Goods supplied by the Supplier will be used for re-supply (in original form or an altered state as some part of manufacture) or using them up some other way in trade and commerce.
- 15.2 The Customer agrees to be bound by the terms and conditions in this agreement.

ATTENTION: This is an important document. If you do not understand this document you should seek independent legal advice. As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses/Partners or Family Members). Spouses/Partners of all Directors, Sole Traders and Business Partners must sign as Guarantors in the presence of Independent witnesses where there is joint ownership of personal assets.

PERSONAL GUARANTEE & INDEMNITY AND CHARGE (“GUARANTEE”)

1. I/We guarantee payment to the Supplier (Fagersta Steels Pty Ltd) of all monies owed to the Supplier now or in the future for all Goods or Services (“Goods”) supplied to the Customer from time to time, without any demand and any deduction or setoff whatsoever. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to Fagersta Steels Pty Ltd in the Suppliers’ Terms and Conditions.
2. I/We the undersigned do jointly and severally with the incorporated, body and in our own names:
 - a) Accept liability with the Customer as principal debtor and not a mere surety. The obligations of the Guarantor imposed by this clause shall not be in any way limited by other clauses in this Guarantee;
 - b) accept liability for the Supplier for the payment of any sum required to be paid by the Supplier to any administrator, liquidator, receiver or other controller of the incorporated body pursuant to law;
 - c) enter into this Agreement and the Charge and bind the incorporated body and warrant our authority to bind the incorporated body;
 - d) Accept that the obligations in this guarantee shall be binding on my/our personal representatives, successors and permitted assigns.
3. I/We indemnify the Supplier and Fagersta Steels Pty Ltd against all costs, losses and expenses which it may incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed resulting from this Guarantee.
4. I/We authorise the Supplier to do each of the things listed in clause 5 of the Suppliers Terms & Conditions in relation to my/our personal credit matters.
5. My/Our guarantee and indemnity under this guarantee is a continuing guarantee and will not be affected:
 - (a) if the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer’s account (even if this increases my/our liability under this Guarantee);
 - (b) if the Supplier releases the Customer or any other Guarantor; or by operation of law;
 - (c) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors;
 - (d) by any payment by the Customer being later avoided by law, whether or not I/we have been given notice of this;
 - (e) if the Supplier refuses to supply the Customer further Goods.
6. This guarantee may be withdrawn by the Guarantor(s) on expiry of 3 months’ written notice of withdrawal being delivered to the Supplier’s Company Secretary or duly authorised representative at its registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal. A statement in writing by a duly authorised person of the Supplier shall be prima facie evidence of the amount due or owing, or covered by this guarantee.
7. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier.
8. I/We acknowledge and confirm that:
 - a) This guarantee has been signed voluntarily;
 - b) Have considered the consequences should the Customer default in those obligations and responsibilities.
9. (a) As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, and all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature, held in any and all Real Property be in favour of the Supplier.
 - (b) Without limiting the generality of the charge in clause 10(a), I/We agree on request by the Supplier to execute any documents and do all things reasonably required by it to register a mortgage security over any Real Property (including estates and interests in leaseholds), bills of sale, mortgage debentures or any other like property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints the Supplier to be the Guarantor(s)’ lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Supplier on an indemnity basis against all costs and expenses incurred by it in connection with the preparation and registration of such mortgage documents including any stamp duties payable.
 - (c) I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property and undertake not to object to the lodging of any such caveat, and I/We will not take any steps to remove any such caveat.

(d) If the charge created by clause 10(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).

(e) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust

10. In the event of default I/We irrevocably appoint the Supplier as my/our lawful attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorise an attorney to do, including without limitation the following:

- a) to make, sign, execute, seal and deliver any document;
- b) to execute any instrument or do any act which may result in a benefit being conferred on the Supplier;
- c) to appoint substitute attorneys;
- d) to exercise any rights or powers as trustee held by the Guarantor;
- e) take possession of, use, sell or otherwise dispose of any asset of the Guarantor.

11. The Guarantor shall not be discharged from liability by:

- a) Any other guarantee or any security or instrument, negotiable or otherwise which the Supplier may now or hereafter hold in respect of any moneys hereby guaranteed, or any judgement obtained by the Supplier, or any release, discharge, surrender or modification of or dealing with any such guarantee, security, instrument or judgement.
- b) Any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member or the death, liquidation or bankruptcy of the Customer, or the assent of the Supplier to any composition, arrangement or scheme in respect of the Customer, or the acceptance by the Supplier of any dividend or sum of money thereunder.
- c) The failure of any other person named as a party to execute this instrument.
- d) Any variation of the terms upon which the goods and/or services are supplied to the Customer and paid for by the Customer.

- e) Any claim the Customer may have against the Supplier.
- f) Any act or omission by the Supplier which may result in prejudice to the Guarantor.
- g) Any payment to the Supplier by the Customer which is later avoided by the application of any statutory provision.
- h) The death of the Guarantor.

12. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier), either directly or indirectly, and either before or after the administration of the Customers' estate, or winding up or bankruptcy, of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier under this Guarantee, including without limitation, proving or claiming in competition with the Supplier so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Supplier would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.

13. In this Guarantee the following rules of interpretation apply unless the context otherwise requires:

- a) Words denoting the singular number include the plural and vice versa.
- b) Words denoting natural persons include bodies corporate and unincorporated bodies and their permitted assigns.
- c) References to any party to the Agreement or any other agreement or instrument include the party's successors and permitted assigns.
- d) Where the whole or any part of any provision of this Guarantee should be held to be void or unenforceable or otherwise ineffective by operation of law in whole or in part then such provision or part thereof shall to that extent be severed from this Guarantee but the validity and enforceability of the remainder of the Guarantee shall not be effected.
- e) "Supplier", "the Supplier" means Fagersta Steels Pty Ltd, its assigns or successors.

14. I/We agree that the laws of the State of Victoria govern this deed and that any proceedings taken by the Supplier may be taken in that jurisdiction.



CERTIFICATE OF GUARANTEE – EXECUTED AS A DEED

Acknowledgement

By signing below as Guarantor's, I/We understand the terms of this Guarantee. In particular that if the Customer fails to make any required payments to the Supplier, the Supplier may recover these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

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

All Directors, Sole traders, Business partners and any other Guarantors complete, print and sign below as Guaantors in the presence of independent Witnesses (not spouses or family members).

| SIGNED, SEALED AND DELIVERED BY EACH GUARANTOR NAMED BELOW | |
|---|------------------|
| Guarantor | Witness |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Signature: _____ | Signature: _____ |
| Email: _____ | Date: _____ |
| Guarantor | Witness |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Signature: _____ | Signature: _____ |
| Email: _____ | Date: _____ |
| Guarantor | Witness |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Signature: _____ | Signature: _____ |
| Email: _____ | Date: _____ |
| Guarantor | Witness |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Signature: _____ | Signature: _____ |
| Email: _____ | Date: _____ |