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CREDIT APPLICATION FORM

TERMS OF TRADE (CIRCLE) _____ COD _____ 14 DAYS FROM INVOICE _____ Date _____

FULL TRADING NAME _____

REGISTERED BUSINESS NAME OR COMPANY NAME _____ (APPLICANT)

ABN/ACN _____ SOLE TRADER / PARTNERSHIP / TRUST Please circle one

CREDIT LIMIT (REQUIRED FIELD) _____

COMMENCEMENT DATE OF TRADING UNDER THIS NAME _____ PUBLIC COMPANY / PRIVATE COMPANY Please circle one

ABN _____ MAILING ADDRESS _____ P/CODE _____

STREET ADDRESS _____

COUNTRY _____ P/CODE _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

EMAIL _____

ARE BUSINESS PREMISES: OWNED LEASED MORTGAGED RENTED Please circle one

BANK, BRANCH & ACCOUNT NO: _____

CONTACT NAME (ACCOUNTS) NAME OF ACCOUNTANT/AUDITOR _____

OWNER'S OR DIRECTORS' INFORMATION

NAME / PRIVATE ADDRESS _____

TEL. NO. _____ DRIVER'S LICENCE NO. _____ DATE OF BIRTH _____

NAME / PRIVATE ADDRESS _____

TEL. NO. _____ DRIVER'S LICENCE NO. _____ DATE OF BIRTH _____

NOTE - IF MORE THAN TWO DIRECTORS PLEASE PUT ADDITIONAL DIRECTORS INFORMATION ON A SEPARATE PAGE.

Paid up Capital of Company (if applicable) \$ _____

TRADING REFERENCES Please provide the names, addresses and telephone numbers of four (4) current references.

NAME ADDRESS TELEPHONE NO. FACSIMILE NO.

1. _____

2. _____

3. _____

4. _____

Trustee Company

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it has not released and shall not release in the future and shall not cause or permit to be released lost or diminished in any manner whatsoever, any such rights or indemnity.

NAME OF TRUST _____ NAME OF SETTLOR _____

DATE OF TRUST _____ DEED NAME OF TRUSTEE _____

ADDRESS OF TRUSTEE _____

Applicants Signature

The Applicant applies to Marleef Trading as Chef's Pantry Pty. Ltd. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions of Credit or Sale acknowledges that the Terms and Conditions may be changed by Marleef Trading as Chef's Pantry Pty. Ltd. from time to time. I/We warrant I am/ We are authorised to sign this Credit Application on behalf of the Applicant.

DATE _____ DATE _____

NAME IN BLOCK LETTERS _____ NAME IN BLOCK LETTERS _____

POSITION _____ POSITION _____

SIGNATURE _____ SIGNATURE _____

MAXIMUM CREDIT LIMITED _____
(Outstanding debtor and unbilled WIP)

SPECIAL TERMS (ie. Letter of Credit, Bank Guarantee, Pre-payment, adjustment of normal trading terms) _____

Approved _____ Approved _____

National Credit Manager Financial Controller

INTERNAL USE ONLY

Chefs Pantry - Terms and Conditions of Sale 2019

1. Definitions

1.1 In these terms and conditions of sale:

- goods mean any goods supplied by us to you;
- Chef's Pantry means Chef's Pantry Pty. Ltd. and its related corporate bodies (as defined in the Corporations Act 2001);
- we or us means Marleef Pty Ltd (ABN 78 081 561 435), trading as Chef's Pantry indicated on the invoice, we provide to you. Where that member is Chef's Pantry. Chef's Pantry acts in its capacity as agent as described in clause 1.2; and
- you or your means the person or company whose name and address is set out in a credit application made to us.

1.2 Chef's Pantry acts as agent for and on behalf of:

- Chef's Pantry Hospitality in connection with the sale of hospitality products;
- Chef's Pantry Bakery in connection with the sale of bakery products,
- Chef's Pantry fresh in connection with the sale of fresh cut fruits and vegetables, salads, soups, sauce, herbs, and so on.
- Chef's Pantry Distribution Pty Ltd in connection with the sale of gourmet food products including but not limited to specialty cheeses, larder, smallgoods, Asian products and all associated products in our product lists and as seen on our webpage.

General

The whole of the Agreement between Marleef Pty. Ltd. Trading as Chef's Pantry and the Applicant referred to in the Credit Application ("Customer") and those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counteroffer. By receiving delivery and/or supply of all or a portion of the materials and/or parts and/or labour and/or services and to have agreed that they shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. All Goods are charged at the price ruling at the date of invoice and any Goods and Services Tax within the meaning of the New Tax System (Goods and Services) Act 1999 ("GST") or other government imposts shall be payable by the Customer.

2. Orders and order acknowledgements

2.1 Any information we provide in respect of the goods (including price lists) does not constitute an offer to sell but constitutes an invitation to treat only, and is subject to the availability of the goods, which may change from time to time.

2.2 Your order or offer to purchase is an offer to purchase goods at our current price at the date of delivery (plus any delivery charges or other applicable charges payable by you) and is deemed accepted by us unless we notify you otherwise.

2.3 Your order or offer to purchase goods which is accepted by us and the contract made by that acceptance (Supply Contract) are subject to these terms and conditions of sale.

2.4 We reserve the right to accept or reject in our absolute discretion any orders we may receive for any reason, including, without limitation, the rejection of your application for credit, you failing to pay for other goods that you have ordered, the unavailability of goods, an error in the price or the description of goods, or an error in the order placed by you.

2.5 A Supply Contract is not subject to any terms or conditions put forward by you unless we expressly accept in writing those terms and conditions.

2.6 Once a Supply Contract is formed between you and us, the terms and conditions of that Supply Contract can only be amended or varied by written agreement between you and us. However, we may vary these terms and conditions of sale by giving you 7 days written notice specifying the variation to pricing, terms and conditions of sale. Such notice may be given by mail, fax or email.

3. Price

Our prices are subject to alteration without notice. Unless we otherwise agree in writing, the price payable for the goods will be our current price at the date of delivery (plus any delivery charges or other applicable charges payable by you).

4. Goods specifications

We may change the specifications or ingredients of any goods from time to time and we are not required to notify you of such a change.

5. Payment

5.1 You must pay for the goods in the manner reasonably specified by us and on the payment terms we notify to you from time to time. We reserve the right to pass on any costs associated with particular forms of payment (for example merchant fees charged on credit card payments). If payment falls due on a weekend or public holiday, payment is required by the preceding working day.

5.2 Payment is due on or prior to fourteen (14) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing to Marleef Pty. Ltd. Trading as Chef's Pantry and Marleef Pty. Ltd. Trading as Chef's Pantry may charge liquidated damages after a 6 week (42 day) period at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) if payment is not received by the due date.

5.3 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a Solicitor/client basis) incurred by Marleef Pty. Ltd. Trading as Chef's Pantry for enforcement of obligations and recovery of monies due from the Customer to Marleef Pty. Ltd. Trading as Chef's Pantry

5.4 If payments are not made on time, we may, in our absolute discretion:

- refuse to supply you with further goods; or
- require you to pay for all goods in full prior to the goods being supplied to you.

5.5 Time is of the essence in respect of your obligation to make payment for goods sold by us to you.

5.6 Any payments you make to us will be applied as follows:

- first, as reimbursement in accordance with clause 6.2(2) for any collection costs and expenses we incur;
- second, in payment of any interest charged to you in accordance with clause 6.2(1); and
- third, in satisfaction or part satisfaction of the oldest portion of your account.

5.7 If an amount is payable by you to us, we are entitled to set-off that amount against any amount payable by us to you.

6. Default & Notification

6.1 You will be in default if you breach these terms and conditions or any Supply Contract including if:

- payment in full for the goods is not made by the due date;
- you dispose of or give any security over your business or a material part of your business;
- you attempt to assign or transfer the benefit of these terms and conditions or a Supply Contract without first obtaining our consent in writing;
- if you are a corporation, and you suffer a change in majority control whether by a change in voting shareholders or by a change in directors without first obtaining our consent in writing;
- if you are an individual, and you are declared or commit an act of bankruptcy, enter into an arrangement or composition with your creditors, sign an authority under Part X of the Bankruptcy Act or any execution is levied against your property; or
- if you are a corporation, and you suffer the appointment of controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator, have winding up proceedings initiated against you, have any execution levied against your property or cease or threaten to cease carrying on business.

6.2 If you are in default within the meaning of clause 6.1, we will be entitled to:

- charge interest on all amounts you owe us at the rate of 3% per month calculated daily and payable by you for each day immediately following the due date for payment until payment is made in full;
- be reimbursed for, and recover from you, all costs and expenses incurred by us in seeking to collect amounts owed by you, including, without limitation, the costs of any collection agents we engage, and the legal costs (on a solicitor and client basis) we pay;
- immediate payment for all goods purchased by you from us, the payment of which would otherwise not have been then due and payable;
- terminate or suspend delivery of any order which is the subject of any other sale between you and us; and
- terminate any Supply Contract and cease providing you with goods under these terms and conditions. We will not be obliged to notify you before exercising our rights as outlined above and these rights will be in addition to any other rights that we may have.

The Customer must notify Marleef Pty. Ltd. Trading as Chef's Pantry in writing within seven (7) days of:

- any alteration of the name or ownership of the Customer;
- the issue of any legal proceedings against the Customer;
- the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer;
- any change in the ownership of the business name of the Customer.

The Customer agrees that it shall be liable Marleef Pty. Ltd. Trading as Chef's Pantry for all Goods supplied to the new owner by Marleef Pty. Ltd. Trading as Chef's Pantry until formal notice of any such change is received.

7. Delivery & Property

7.1 You must notify us in writing (including sufficient particulars) within 12 hours of delivery if you claim that the goods were defective, short delivered or otherwise not the goods specified in the Supply Contract. If you fail to notify us as set out in this clause, then to the fullest extent permitted by law, the goods must be treated as having been accepted by you, and you must pay for the goods and, to the fullest extent permitted by law, we will be discharged from any liability in respect of the goods being wrong or defective or short delivered.

7.2 Every effort will be made to deliver the goods within the time or times agreed upon, but any time quoted for delivery is an estimate only and failure to deliver by that time will not constitute a breach of contract. We will not be liable for any loss or damage howsoever arising as a result or consequence of any delay in delivery or any failure to deliver. You will not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.

7.3 Delivery will occur when the goods are first left with you or at your premises or at any other place nominated by you and agreed by us. We will not be required to obtain your signature as proof of delivery. All the risk in the goods passes to you upon delivery.

7.4 Minimum order – Minimum order value applies to all deliveries and are at the discretion of the supplier. Orders under the minimum order amount will incur a delivery fee.

7.5 Any times quoted for delivery and/or supply are estimates only and Marleef Pty. Ltd. Trading as Chef's Pantry shall not be liable for failure to deliver / supply, or for the delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for goods, by reason of any delay in delivery/supply or dispatch. Marleef Pty. Ltd. Trading as Chef's Pantry reserves the right to stop supply at any time if the Customer fails to comply with the Terms.

7.6 The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Marleef Pty. Ltd. Trading as Chef's Pantry provided that there shall be no right to bind Marleef Pty. Ltd. Trading as Chef's Pantry to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Marleef Pty. Ltd. Trading as Chef's Pantry pursuant to the fiduciary relationship.

7.7 In the event that the Customer incorporates or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for Marleef Pty. Ltd. Trading as Chef's Pantry. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value the portion of the Goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is being delivered as payment first of the relevant proportion.

8. Title to goods

8.1 Notwithstanding anything to the contrary in these terms and conditions, property in the goods will remain with us and title will not pass to you until we have received payment in full for the goods and for all sums owing on all of your other accounts with us or under any contract made with us.

8.2 If payment is made by way of cheque or other negotiable instrument, title in the goods will not pass to you until the cheque or other negotiable instrument has been honoured or cleared by our bankers.

8.3 From the time that the goods are delivered to you by us until the time that title passes to you in accordance with clause 8.1, you take custody of the goods and retain them as the fiduciary agent and bailee of us.

8.4 Until full payment has been made for all goods supplied by Marleef Pty. Ltd. Trading as Chef's Pantry under these Terms ("Goods"), and any other sums in any way outstanding shall remain the property of Marleef Pty. Ltd. Trading as Chef's Pantry. If you fail to pay us for the goods by the due date for payment in accordance with these terms and conditions, you (without prejudice to our full rights and remedies to retake possession of the goods from you and recover the debt in full) hereby agree to deliver up to us upon demand, and consent to us entering premises in which the goods are stored and retaking possession of, those goods for which you have not paid. Thereupon, we will be entitled to sell the goods to a third party.

8.5 The parties acknowledge that by supplying goods on these terms and conditions, it is not intended to create a charge, mortgage or other security interest over any of the goods supplied.

9. Returns & Credits

9.1 Return of goods – in order to receive a credit, the goods must be returned in an "as supplied form". If goods are damaged, not refrigerated or correctly frozen a credit will not be raised. To be eligible for a return or credit, purchased item(s) must be unused and in the same condition that you the customer received it. To complete your return, we require a receipt or proof of purchase. It must also be in the original packaging and not expired. Our fresh goods policy lasts 12 hours. If 12 hours have gone by since your purchase of "fresh" products, will not offer you a refund or exchange. Our frozen goods policy lasts 5 days. If 5 days have gone by since your purchase, we will not offer you a refund or exchange.

9.2 Customers must select and crosscheck received order carefully, as we do not accept returns or offer exchange, credits or refunds for any items that are incorrectly ordered by you. If we have supplied you with an item incorrectly or provided the wrong item in error, we will issue you with a refund of the full amount paid by you.

9.3 If a customer has used the item opened the packaging, damaged the goods, or have thrown it away, we reserve the right to reject your claim for a refund.

9.4 If you receive an item from us that is faulty or not as described, please bring this to our attention via email within 12 hours of your order being delivered so that we can discuss an appropriate resolution. In accordance with the Fair-Trade Act, for items that are faulty or are not as described, we will issue you with a refund of the full amount paid by you for that product within 7-10 business days.

If your claim is upheld and a credit is due the supplied items must be returned in good condition

9.5 Refunds (if applicable) Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will be applied to your account and we will direct debit funds into your credit card or original method of payment, within a certain amount of days.

10. Cancellation or claims

10.1 No cancellation or partial cancellation of any order by the Customer shall be accepted by Marleef Pty. Ltd. Trading as Chef's Pantry unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Marleef Pty. Ltd. Trading as Chef's Pantry will indemnify Marleef Trading as Chef's Pantry Pty. Ltd. against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

10.2 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order or instructions must be submitted by the Customer to Marleef Pty. Ltd. Trading as Chef's Pantry in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order or instructions

11. Recalls

In the event of a product recall over goods you have acquired from us, you shall give us such assistance as we reasonably require in relation to that recall.

12. Certificates

12.1 In the absence of manifest error, our written records in relation to a delivery of goods will be conclusive evidence of the type and quantity of goods delivered and of the date and time of delivery.

12.2 In the absence of manifest error, certification from our authorised representative will be conclusive evidence of the amount owed for the goods.

13. Exclusion of warranties and liability

13.1 Except as expressly provided in clause 11.5, all conditions and warranties, whether express or implied by law or otherwise, in respect of:

- the state, quality or condition of goods; or
- the advice, recommendations, information or services regarding the goods, their use and/or their application,
- which may apart from this clause be binding on us are excluded to the fullest extent permitted by law. The only conditions and warranties which are binding on us in respect of:
 - the state, quality or condition of the goods supplied by us to you; or
 - advice, recommendations, information or services supplied by us, our employees, servants or agents to you regarding the goods, their use and/or their application, are those conditions and warranties which cannot lawfully be excluded.

13.2 Our sole liability for any breach of any actual or implied condition or warranty that cannot lawfully be excluded will be limited to, at our election:

- replacement of the goods or the supply of equivalent goods; or
- the payment of the cost of replacing the goods or of purchasing or acquiring equivalent goods.

13.3 You acknowledge that you do not rely, and it is unreasonable for you to rely, on our skill or judgment as to whether the goods supplied are reasonably fit for any purpose for which you are acquiring them.

13.4 Any description of the goods contained in the order or invoice is given by way of identification only and the use of such description will not constitute a contract of sale by description.

13.5 We warrant that we will provide you with good title to the goods and that the goods will be of merchantable quality.

13.6 Except to the extent provided in clause 11.1, 11.5 and such liability as may not otherwise be lawfully excluded or limited, we have no liability (including liability in contract, negligence or under statute) to any person for:

- any loss or damage consequential or otherwise suffered or incurred by that person in relation to the goods or advice, recommendations, information or services in relation to the goods; and
- in particular, but without limiting clause 11.6(1), any loss or damage, consequential or otherwise, suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the goods or advice, recommendations, information or services in relation to the goods.

14. Indemnity

14.1 To the fullest extent permitted by law, you indemnify us, and agree to keep us indemnified, against:

- (1) all losses we incur;
- (2) all liabilities we incur; and
- (3) all costs actually payable by us to our own legal representatives (whether or not under a costs agreement) and other expenses we incur in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with the supply of goods by us to you;
- (4) except to the extent that we incur such losses, liabilities and/or costs as a result of our breaching the warranties set out in clause 11.5 or a condition or warranty which cannot lawfully be excluded under clause 11.1; or
- (5) unless we incur such losses, liabilities and/or costs due to wilful misconduct on the part of us or any of our employees or agents acting within the scope of their employment.

14.2 You must pay to us all liabilities, costs and other expenses referred to in clause 12.1, whether or not we have paid or satisfied them.

15. GST

15.1 Save for defined terms in this Agreement, capitalised expressions set out in this clause bear the same meaning as those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

15.2 Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable by you to us under these terms and conditions is exclusive of any GST. If we make a Taxable Supply to you under these terms and conditions for a Consideration which represents its Value, then you must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply. Our right to payment under this clause is subject to a valid Tax Invoice being delivered to you.

16. Force majeure

If a party is prevented from or delayed in complying with an obligation (other than to pay money) under these terms and conditions or a Supply Contract by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

17. Miscellaneous

17.1 If you are acting as the trustee of any trust (whether disclosed or not), then you declare that you are entering any Supply Contract both in your own capacity and as trustee of the trust with the ability to bind, and the intention of binding, both parties to the supply agreement.

17.2 If anything in these terms and conditions or a Supply Contract is unenforceable, illegal or void then it is severed and the rest of these terms and conditions or the Supply Contract remains in force.

17.3 These terms and conditions:

- represent the entire agreement and understanding between the parties on everything connected with its subject matter except to the extent that any terms are imposed by law and cannot be excluded; and
- supersede any prior agreement or understanding on anything connected with that subject matter.

17.4 You may not assign or otherwise deal with a Supply Contract without our consent which we may give or withhold at our absolute discretion. We may assign or otherwise deal with a Supply Contract without your consent.

17.5 These terms and conditions and each Supply Contract will be read and construed in accordance with the laws of the State of Victoria and both parties agree to submit to the jurisdiction of the courts and tribunals of that State and of the Commonwealth.

17.6 All of the rights and obligations of each party under these terms and conditions which are expressed as surviving termination and/or expiry, or which by their nature or context must survive termination and/or expiry, will survive the termination and/or expiry of these terms and conditions.

18. Privacy Act 1988

18.1 To enable Marleef Trading as Chef's Pantry Pty. Ltd. to access the Customer's Application for credit, the Customer authorises Marleef Pty. Ltd. Trading as Chef's Pantry 6.1 to obtain from a credit reporting agency a credit report containing personal information about the Customer and its Guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and

18.2 to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities. AND in accordance with Section 18N (1)(b) of the Privacy Act the Customer authorises Marleef Pty. Ltd. Trading as Chef's Pantry to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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. The Customer understands the information can be used for the purposes of assessing its application for credit (Section 18L(4) Privacy Act), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

19. Legal Construction

19.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Marleef Pty. Ltd. Trading as Chef's Pantry Ltd. and the Customer consent and submit to the jurisdiction of the Courts of Victoria or Australia.

19.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

GUARANTEE

IN CONSIDERATION of all and any supplies of goods made on or before the signing hereof or that may be hereafter by Marleef Pty. Ltd. Trading as Chef's Pantry A.C.N. its branches and associated Companies (hereinafter called "The Suppliers") to The Customer (hereinafter called the "The Customer")

I/We, the undersigned Guarantor/s do hereby (if more than one guarantor "jointly and severally") agree with The Suppliers in the manner following that is to say:-

1. THE Guarantor/s hereby guarantees to The Suppliers the performance and payment of all accounts outstanding in the name of The Customer as remain outstanding at the expiration of 30 days from the date the same are first incurred by The Customer.

2. THIS guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or discharged by any monies which may at any time or times hereafter be received or applied by The Suppliers to the credit of the account of The Customer and shall be available as a guarantee for the whole of the sums of money (including all sums or money whatsoever for the time being remaining unpaid on any account or accounts whether now existing or which may hereafter be opened) referred to in Clause 1. hereof (hereinafter collectively referred to as "the said indebtedness and liability").

3. THIS guarantee shall not be determined or in any way prejudiced by but is to continue to be binding upon the Guarantor/s notwithstanding any change which shall or may be made by death or otherwise in The Customer or in the person or persons now or hereafter constituting The Customer and notwithstanding that the Guarantor either or any of both cases to be Directors of The Customer and notwithstanding The Customer's amalgamation with or its absorption of or by any other corporation, company, firm or partnership.

4. A Certificate signed by any of the Director/s, Secretary, Manager or authorised officers of the Suppliers shall be prima facie evidence of the amount of the said indebtedness and liability mentioned in such Certificate.

Dated this day of _____ / _____ / _____.

Guarantor/s Name:

Guarantor/s Signature:

Guarantor/s Address:

Customer Name:

Customer Signature:

Witness Name:

Witness Signature: