

APPLICATION FOR CREDIT ACCOUNT



In support of this application (the "Customer")
supplies the following information which the Customer warrants to be true, accurate and complete.

SAIZERIYA AUSTRALIA PTY LTD

ABN 31 093 080 623
2-82 Shogaki Drive
PO Box 467 Melton
VIC 3337 Australia

Type of Organisation: Sole Trader Partnership P/L Company Trust Other

MONTHLY CREDIT REQUESTED.....

Legal Name of Customer.....

A.B.N. A.C.N.

TEL: +61 03 9971 0500

Trading Name.....

FAX: +61 03 9746 8000

Phone No.....

Commencement Date Type of Business

Postal Address.....

Trading Address.....

Delivery Address (if different to Trading Address)

Phone..... Mobile..... Fax.....

Contact for Account Queries..... Email

Bank..... Branch..... A/C No.....

TRADE REFERENCES (Please complete all three)

1. A/C No..... Phone ()

2. A/C No..... Phone ()

3. A/C No..... Phone ()

The Customer acknowledges as follows:

Terms of Sale The Customer has received a copy of the Vendor's Terms and Conditions of Sale and agrees to such terms and conditions of sale. The Terms and Conditions of Sale may be altered by the Vendor at any time by notice to the Customer.

Payment Terms Payment terms are strictly 14 days from date of invoice. If payment is not received in such time, trading accounts will be placed on hold until your trading terms are in line and cash sale terms may be applied without notice. Interest shall be charged on late payments at a rate of 15% per annum calculated on daily balances and, at the option of the Vendor, compounding monthly.

Closing Accounts All credit accounts can be closed without notice if the account is not active for 12 months or more or if the Terms and Conditions of Sale are not adhered to.

Duty of disclosure The Customer declares the information that is provided is true and correct. None of the directors, partners or proprietors has been a director of a company placed in liquidation, has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966. If the Customer is a company, the directors of the Customer warrant that the company is solvent and able to pay its debts as and when they fall due.

Privacy Act 1988 The Customer authorises the Vendor to obtain from credit reporting agencies and other credit providers, personal and commercial information relating to the Customer for the purposes of, amongst other things, assessing this application for credit and collecting any overdue payments.

The Customer also authorises the Vendor to give information on the Customer's creditworthiness as allowed by the Privacy Act 1988, to credit reporting agencies and other credit providers.

Confirmation: The Customer confirms that it has read, understands and accepts the terms and conditions of this Agreement (as defined in the Vendor's Terms and Conditions of Sale) and agrees to be bound by them and warrants that the Customer has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms.

Unless you notify us in writing of any changes to this application and we notify you in writing that we accept such changes, such changes are not agreed to by us and do not form part of these terms and conditions.

Customer's Legal Name:

Name of Authorised Person:

Position:

Signature:

Date:

OFFICE USE ONLY

Input:

Limit:

Term:

Authorised:

Rep:

TERMS AND CONDITIONS OF SALE

1. General

- 1.1. In this Agreement, unless the context indicates a contrary intention:
 - a) *Agreement* means the agreement comprising any applicable Deed of Guarantee and Indemnity, the Application for Credit Account, any subsequent invoice, quotation or order form describing the Goods ('Invoice') and the Terms and Conditions of Sale;
 - b) *Customer* means the party named in the Application for Credit Account, the party to whom Goods are sold to by the Vendor in accordance with the terms of this Agreement and/ or the person or entity in whose name the Vendor maintains an account;
 - c) *Guarantor* means any party who guarantees the performance of the Customer's obligations under this Agreement;
 - d) *Grantor* means any Guarantor, the Customer and if the Customer is a company the directors of the Customer who sign any constituent parts of this Agreement;
 - e) *Goods* means any goods, as well as services incidental to the supply of goods, that are described on the invoices, quotations or order forms or are otherwise provided by the Vendor to the Customer from time to time in accordance with this Agreement;
 - f) *Inventory* has the same meaning as defined in the PPSA;
 - g) *Other Property* means all present and after acquired rights and interests in land and any other property, rights and interest that is not Personal Property;
 - h) *Personal Property* means all present and after acquired personal property (as defined in the PPSA and to which the PPSA applies) and all present and after acquired personal property (as defined in the PPSA and to which the PPSA applies) in which the party has rights;
 - i) *PMSI* means a purchase money security interest as defined in the PPSA;
 - j) *PPSA* means the Personal Property Securities Act 2009 (Cth) and any associated amending legislation or regulations;
 - k) *Security Interest* means:
 - (i) in relation to personal property (as defined in the PPSA and to which the PPSA applies), has the same meaning as in the PPSA; and
 - (ii) in relation to any other property, means any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power;
 - l) *Terms and Conditions of Sale* means these terms and conditions of sale;
 - m) *Vendor* means Saizeriya Australia Pty Ltd and/ or its employees, authorised agents and permitted assigns;
- 1.2. These terms and conditions shall apply to the exclusion of all others including and terms and conditions of the Customer (whether on the Customer's orders form or otherwise). No Goods will be supplied by the Company on any terms or conditions other than those set out herein.
- 1.3. Receipt of instructions from the Customer for the supply of and/ or acceptance of Goods and/ or execution of any Application for Credit Account referring to these terms and conditions is deemed acceptance of the terms and conditions of the Agreement on the part of the Customer.
- 1.4. These terms and conditions, having been accepted, cannot be rescinded other than as provided for within these terms and conditions and are irrevocable unless by written agreement between the parties.

2. Interpretation

- 2.1. Reference to:
 - a) the singular includes the plural and the plural includes the singular;
 - b) a person includes a body corporate; and
 - c) a party includes the parties, directors, agents, executors, administrators, successors and permitted assigns.
- 2.2. A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- 2.3. If the Customer is more than one person, this Agreement binds such persons jointly and severally.
- 2.4. References to clause and sub-clauses are references to clauses and sub-clauses in this document.
- 2.5. The word "includes" in any form is not a word of limitation.

3. Payment

- 3.1. The Customer shall pay to the Vendor the amount described in an Invoice within fourteen days from the date of the Invoice ('Due Date') and in accordance with the terms of this Agreement.
- 3.2. The Vendor is entitled to charge interest at a rate of 15% per annum, calculated on daily balances and, at the option of the vendor, compounded monthly on any sum that remains outstanding as at the Due Date.
- 3.3. In the event that the Customer has not paid the entire purchase price stated on an Invoice by the Due Date or payment has been dishonoured, the Vendor shall be entitled to repossess the Goods and enforce their Security Interest granted in accordance with this Agreement.
- 3.4. In the event that payment is not received by the Vendor from the Customer and, the Vendor has possession or control of the Goods, then the Vendor may dispose of the Goods and may claim from the Customer the loss to the Vendor in such disposal.

4. Transport of Goods

- 4.1. Risk of loss or damage to the Goods transfers to the Customer upon delivery of the Goods by the Vendor to a carrier, either upon the Customer's request or at the discretion of Vendor, for the purpose of transmission of the Goods to the Customer;
- 4.2. The Customer shall reimburse the Vendor for any reasonable costs associated with delivery of the Goods by a carrier.
- 4.3. Delivery of the Goods to a nominee of the Customer is deemed to be delivery to the Customer of the Goods for the purpose of this Agreement.
- 4.4. The failure of the Vendor to deliver the Goods is not to be deemed as the Vendor's repudiation of this Agreement.
- 4.5. Provided the quantity of Goods delivered by the Vendor to the Customer is within 10% of the quantity ordered, the Customer shall have no right of termination or damages under the Agreement, and the price of the Goods shall be adjusted pro rata to account for the variation in quantity of the Goods.

5. Claims

- 5.1. The Customer will be deemed to have accepted the Goods as being in accordance with an Invoice and this Agreement unless it notifies the Vendor in writing of its claim within 7 days of the receipt of Goods.
- 5.2. Upon the Vendor receiving a notification in accordance with Clause 5.1, the Customer, within a reasonable time, will afford the Vendor an opportunity to inspect to the Goods.
- 5.3. Subsequent to the Vendor's inspection of the alleged defective Goods, the Vendor will notify the Customer in writing whether the Customer is entitled to reject the Goods as delivered.
- 5.4. In the event that the Customer fails to comply with Clauses 5.1, 5.2, 5.3 the Goods shall be deemed free from any defect or damage.
- 5.5. In an event, the Vendor's liability to the Customer for defective Goods is limited to the cost of resupply of such Goods.
- 5.6. The Vendor will not be liable to the Customer for any Goods which have not been stored or used in a proper manner.
- 5.7. The Customer releases and holds the Vendor harmless for any claim, damages or loss suffered by the Customer or third party if the Customer has on sold the Goods or mixed, blended or used the Goods.
- 5.8. The Vendor will not be liable for any delay in the Customer taking delivery of the Goods, or (where delivery is to be made by a third party whether acting as agent of the Customer, Vendor or otherwise) refusal of delivery or for any damage incurred by the Goods in the course of delivery.

6. Warranty

- 6.1. All warranties whether expressed or implied and whether statutory or otherwise with regards to the Goods as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion by law.
- 6.2. Despite anything contained in this Agreement the Vendor will not be responsible for any consequential loss, including loss of business suffered by the Customer.
- 6.3. The Customer indemnifies the Vendor;
 - a) against any penalty or liability incurred by the Vendor for any breach by the Customer of these terms and conditions; and

- b) against all actions, claims, demands, losses, damages, costs and expenses which the Vendor may sustain or incur or for which the Vendor may become liable whether during or after the term of this Agreement, by reason of any act or omission or negligence by the Customer and its respective employees or any other authorised person.
- 6.4. The Customer warrants that any representative or employee of the Customer who signs an Invoice is authorised to enter into this Agreement and hereby indemnifies the Vendor for any loss suffered as a result of breaching this Clause.
- 7. Returns**
The Vendor shall not be under any obligation to accept any Goods returned by the Customer and will do so only on terms agreed to in writing by the Vendor.
- 8. Costs**
Should payment remain outstanding beyond the Vendor's payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on solicitors/own client basis) and mercantile agents fees incurred by the Vendor in recovering the amount outstanding. All guarantees given on behalf of the Customer continue until the Vendor accepts a new credit application and satisfactory replacement guarantees (IF APPLICABLE).
- 9. Change of Ownerships**
The Customer agrees to notify the Vendor in writing of any changes of ownership of the Customer within 7 days from the date of such change and indemnifies the Vendor against any loss or damage incurred by it as a result of the Customer's failure to notify the Vendor of any change.
- 10. Cancellation**
Orders placed with the Vendor cannot be cancelled without due notice being ONE (1) day prior to delivery time agreed, unless otherwise agreed. A reasonable fee will be charged for the cancellations within ONE (1) day. All costs incurred by the Vendor in relation to the order prior to any cancellation by the Customer shall be a debt owing to the Vendor and payable by the Customer.
- 11. Limit Liability**
Unless prohibited by law from doing so, the Customer and the Vendor agree and acknowledge that the liability of the Vendor shall be limited to the replacement of the Goods, the supply of the equivalent Goods or the rectification of the Goods. All conditions and warranties applied by law or otherwise howsoever, to the extent possible, are hereby expressly excluded.
- 12. Indemnity**
The Customer hereby indemnifies and shall keep indemnified the Vendor including its respective servants, agents, successors or assigns from all actions, claims, suits, demands, damages and costs which may be made against the Customer and arising out of the supply of the Goods to the Customer by the Vendor unless such actions, claims, suits, demands, damages and costs is caused by the negligence of the Vendor.
- 13. Property in Goods**
- 13.1. Property in the Goods shall not pass from the Vendor to the Customer until the Customer has paid all amounts owing to the Vendor for the Goods.
- 13.2. Until such time as property in the Goods passes from the Vendor to the Customer, the Customer must store the Vendor's goods separately from all other goods in the possession of the Customer and the Vendor may request in writing, the return of the Goods from the Customer.
- 13.3. In the event that the Customer fails to return the Goods to the Vendor, the Vendor may take possession of the Goods, by entering upon and into land and premises owned, occupied or used by the Customer. The Vendor will not be liable for any damage or loss caused as a result of taking possession of the Goods pursuant to this Clause 13.3.
- 13.4. In the event that payment by the Customer to the Vendor for the Goods is made in a form other than cash, property in the Goods shall not pass to the Customer until such payment has been honoured, cleared or recognised by the Vendor.
- 13.5. Whilst property in the Goods remains with the Vendor, the Customer shall not charge or grant any Security Interest in the Goods to any other person.
- 13.6. Notwithstanding that ownership of the Goods may not have passed to the Customer, the Vendor can commence proceedings to recover payment for the Goods.
- 14. Security**
- 14.1. To secure the punctual payment of the Customer's obligations under this Agreement, the Grantor grants a Security Interest in the Goods in favour of the Vendor. Without limiting the foregoing, the Security Interests taken by the Vendor under this Agreement extends to the proceeds of any Goods and to any accounts to which the proceeds of the Goods have been applied.
- 14.2. To secure the punctual payment of the Customer's obligations under this Agreement the Customer grants a PMSI over all Goods supplied by the Vendor in accordance with the terms of this Agreement, including any and all present and after acquired goods that are considered proceeds arising from such Goods.
- 14.3. The Grantor agrees and permits the Vendor to lodge a financing statement or other formal document over any property referred to in Clauses 14.1 and 14.2 to better protect the Vendor's Security Interest.
- 14.4. The Grantor may not, without the Vendor's consent, do or agree to do, any of the following:
- create another Security Interest or PMSI in connection with the Goods or allow one to arise; or
 - deal in any way with any document that forms a security agreement between the Customer and the Vendor, or allow any interest in it to arise or be varied.
- 14.5. The Security Interest granted by the Grantor in this Agreement attaches to the Personal Property comprising the Goods in accordance with the PPSA and each party agrees and acknowledges that it has not agreed that the Security Interest will attach at a later time.
- 15. Goods as Inventory**
- 15.1. The Customer must inform the Vendor if any Goods subject to this Agreement are to be used as Inventory prior to their delivery.
- 15.2. For all Goods that are to form part of the Customer's Inventory, the Customer acknowledges that it is merely a bailee of such Goods until the Vendor's Security Interest is available for public search on the Personal Property Securities Register.
- 15.3. Upon the registration of the Vendor's Security Interest in the Goods on the Personal Property Securities Register, such Inventory that includes the Goods may be dealt with only in the Customer's ordinary course of its business.
- 15.4. If the Customer sells the Inventory that comprises the Goods prior to the Vendor's Security Interest being registered, all proceeds of such a sale are to be held on trust for the benefit of the Vendor.
- 16. Dealings with Goods**
- 16.1. The Grantor may not, without the Vendor's prior consent, do, or agree to do, any of the following in respect of the Goods:
- sell, assign or otherwise dispose of the Goods;
 - lease or licence the Goods, or allow a surrender or variation of any lease or licence;
 - give control of the Goods to another person other than the Vendor;
 - part with possession of the Goods other than by giving possession to the Vendor;
 - abandon, settle, compromise or discontinue any proceedings against any person (other than the Vendor) in respect of any of the Grantor's rights in connection with the Goods;
 - exercise or waive any of the Grantor's rights or release any person from its obligations in connection with the Goods;
 - allow any personal property to become an accession to, or commingled with, any property that is not Goods; or
 - deal in any other way with the Goods or any interest in it, or allow any interest in it to arise or be varied,
- except for a disposal of Inventory in the ordinary course of the Customer's business and in accordance with Clause 15.3.
- 16.2. The Grantor must at the request of the Vendor do anything that is required (such as obtaining consents, signing and producing documents or receipts):
- to provide more effective security over the Goods; or
 - to enable the Vendor to have control of any, or all, of the ADI accounts (having the same meaning as in the PPSA), intermediate securities, investment instruments, letters of credit and negotiable instruments not evidenced by a certificate that form part of the Goods.
- 17. Exclusion of provisions under PPSA**
- 17.1. If Chapter 4 of the PPSA would otherwise apply to the

enforcement of a Security Interest arising out of this Agreement, the parties agree:

a) to the extent that section 115(1) allows, that the following provisions of the PPSA will not apply to the enforcement of that Security Interest; section 95, section 96, section 125, section 130, section 132(3)(d), section 132(4), section 142 and section 143.

to the extent that section 115(7) allows, that the following provisions of the PPSA will not apply to the enforcement of that Security Interest; section 127, section 129(2) and (3), section 132, section 134(2), section 134(1), section 135, section 136(3), (4) and (5) and section 137.

17.2. To the extent permitted by law, the Customer waives its rights:

- a) to receive a copy of any verification statement, financing change statement or a statement of account on sale of the Goods;
- b) require the Goods to be dealt with in accordance with the PPSA if the Vendor obtains possession or control of the Goods as a result of enforcing its Security Interest;
- c) to receive any notice required under the PPSA, including a notice that the Vendor intends to sell the Goods or to retain the Goods on enforcement of the Security Interest granted to the Vendor; and
- d) where any other items become an accession (having the same meaning as in the PPSA) to the Goods, to claim for any damage to goods when the Vendor removes the accession, to receive notice of removal of the accession or to apply to the court for an order concerning the removal of the accession.

18. Application of payments

18.1. Any time a payment is made to the Vendor by the Customer or any Grantor, irrespective of whether the payment is made under or in connection with a specific invoice, quotation, order form or other agreement between the parties, the Vendor may apply that payment:

- a) firstly, to satisfy an obligation that is not secured;
 - b) secondly, to satisfy an obligation that is secured, but not by a PMSI;
 - c) thirdly, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the collateral subject to that PMSI; and
 - d) fourthly, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source,
- or, despite the foregoing, any manner the Vendor sees fit.

19. Default

19.1. The Customer agrees to pay all legal costs, collection costs and disbursements incurred by the Vendor, on an indemnity basis, for any action taken by the Vendor for the default of the Customer of payment of any invoice or for any of the terms and conditions of this Agreement;

19.2. The Vendor reserves the right to withhold all action on the Customer's behalf or the supply of Goods to the Customer if, at any time, the Customer is in breach of any obligation contained in this Agreement, including those relating to payment. The Vendor will not be liable to the Customer for any loss or damage suffered as a result of the Vendor exercising its rights pursuant to this Clause;

19.3. Upon the occurrence of any of the following:

- a) The Customer failing to satisfy any payment owing to the Vendor;
- b) In the Vendor's opinion, the Customer being unable to make payments as and when they fall due;
- c) The Customer becomes insolvent;
- d) The Customer proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- e) In respect of the Customer, a receiver, receiver manager, liquidator, administrator or other external controller is appointed;

then the Vendor may cancel any order or part order of the Customer remaining unperformed, all amounts owing by the Customer to the Vendor will become immediately payable, the Vendor may enforce its Security Interest and terminate this Agreement.

20. Jurisdiction

The proper law arising between the Vendor and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the Goods or this Agreement shall be determined in the Court of competent jurisdiction nearest the

Vendor's principal place of business.

21. GST

The Customer shall pay to the Vendor on demand any consumption tax imposed by government authority, whether at point of sale or at some other specified occurrence, by whatever name which operates now or at any time hereafter and includes, without limitation a goods and services tax, a broad based consumption or indirect tax and a value added tax in respect of any sale by the Vendor to the Customer.

22. Miscellaneous

22.1. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

22.2. This Agreement applies to all subsequent dealings or transactions entered into from time to time between the parties, unless specified otherwise.

22.3. The parties to this Agreement must keep confidential the terms of this Agreement and any information which either of them may provide to each other, except where consented to by both parties or where such disclosure is required by law. The disclosure obligations contained in the PPSA do not override the restrictions on non-disclosure contained in this clause, to the extent permitted by law.

22.4. The Vendor may alter the terms and conditions contained herein at any time by giving reasonable notice to the Customer of the change.

22.5. The Customer may not claim any set-off or counter claim against any payments due by it to the Vendor.

22.6. The Vendor shall not be liable for any delay in the performance of their obligations under this Agreement by reason of act of war, strike, industrial action, fire, flood, drought, storm or other act of natural cause beyond the reasonable control of the Vendor.

22.7. For the purposes of the PPSA the goods supplied in accordance with this Agreement fall within the class 'other goods' as defined in the PPSA for the purposes of classifying the PMSI granted by Clause 14.2. This clause is deemed to be included on every invoice, quotation or order form relating to this Agreement,

DEED OF GUARANTEE AND INDEMNITY

In consideration of Saizeriya Australia Pty Ltd ACN 31 093 080 623 (the "Vendor") agreeing, at the request of the Customer named below ("Customer"), to provide goods or services or to give credit to the Customer, each person named and signing as guarantor in the Schedule ("Guarantor") enters into this Guarantee ("Guarantee") in favour of the Vendor on the following terms.

Customer Name: _____ ABN: _____

Registered Address: _____

In consideration of the Vendor agreeing to extend credit to the Customer, the Guarantor agrees as follows:

1. The Guarantor agrees to be bound by the Agreement as defined in the Vendor's Terms and Conditions of Sale.
2. The Guarantor guarantees full, prompt, complete and continuous performance by the Customer of all of the terms, conditions and warranties contained in the Terms and Conditions of Sale to be performed by the Customer including any payments or debts of the Customer, whether or not a demand for such performance has been made by the Vendor upon the Customer.
3. The Guarantor shall indemnify and hold harmless the Vendor against all losses, damages, expenses and costs the Vendor may sustain or incur as a consequence of the Vendor failing or being unable to fully, promptly, completely and continuously perform its obligations under the Agreement.
4. This is a continuing guarantee and indemnity and binds the Guarantor notwithstanding the subsequent death, bankruptcy or liquidation of any one or both of the Customer and the Guarantor or any indulgence, compound or compromise or any waiver or extension of time granted to the Customer (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or any release, relinquishment or parting with any document of title, asset or right held by the Vendor.
5. In the event of any breach by the Customer of the Agreement, the Vendor may proceed against the Guarantor without having first exhausted the Vendor's remedies against the Customer.
6. If there is more than one Guarantor, this deed binds them jointly and each of them severally.
7. In the event of the liquidation or bankruptcy of the Customer the Guarantor authorises the Vendor to prove for all monies which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Customer to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Customer and any other person, corporation or estate so far as necessary to give effect to anything contained in this guarantee.
8. Until this guarantee is released by the Vendor, the Guarantor will not, without the Vendor's consent, prove in any Administration of the Customer in competition with the Vendor or any related body corporate of the Vendor.
9. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Customer being unperfected, void or ineffective.
10. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Customer exceeding their powers or being incompetent to enter into the Agreement and against any loss which the Vendor may suffer by reason of the Customer going into liquidation or becoming bankrupt.

If any payment made by the Customer to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have if such payment had not been made.

The Guarantor shall not revoke this guarantee without the written consent of the Vendor and the Guarantor shall not be released from any obligation or liability under this deed whilst any unresolved claim or issue, arising out of or incidental to the Agreement remains outstanding between the Vendor and the Customer, including for a period where a Security Interest remains registered against the Vendor or Guarantor.

11. To better secure the Customer's obligations owed to the Vendor under the Agreement and this Deed of Guarantee and Indemnity, the Guarantor hereby charges all present and after-acquired Personal Property or Other Property held in any capacity, including as trustee of a trust wherever situate with the due payment of all amounts that may become payable to the Vendor by the Customer.
12. The Guarantor undertakes, at the Seller's request, to promptly execute all documents and do anything required to register the Seller's Security Interest provided for under clause 11 of this Guarantee.
13. In this Deed:
 - a) "Administration" includes any administration, arrangement or liquidation of a corporation or anything similar including any bankruptcy or arrangement if the Customer is not a corporation;
 - b) "Customer" means the customer named in the Application for Credit Account that accompanies this Deed;
 - c) "Terms and Conditions of Sale" means the Vendor's terms and conditions of sale available at www.saizeriya.com.au;
 - d) Where words or phrases are given a defined meaning in the Terms and Conditions of Sale, such words or phrases have a corresponding meaning in this Deed of Guarantee and Indemnity, unless otherwise indicated; and
 - e) Where not inconsistent with the context, the expression the Guarantor" as herein used shall mean and shall include where there is only one guarantor the guarantor, and the executors and administrators of that guarantor or, in the case of a corporate guarantor, that guarantor and its successors and where there are two or more guarantors shall mean and include those guarantors and each and every one of them and the executors, administrators and successors of each of them.

Schedule

I have read and understood this document (the Guarantee). I have not relied on anything said to me by the Customer or the Vendor as to what it means or what its effects may be.

Executed as a Deed.

SIGNED, SEALED and DELIVERED by each Guarantor in the presence of the witnesses whose names appear below.

Guarantor's Name: _____ Signature: _____

Address: _____ Date of birth: ____ / ____ / ____

Witness' Name (Print): _____ Signature: _____

Witness' Address: _____

Guarantor's Name: _____ Signature: _____

Address: _____ Date of birth: ____ / ____ / ____

Witness' Name (Print): _____ Signature: _____

Witness' Address: _____

Guarantor's Name: _____ Signature: _____

Address: _____ Date of birth: ____ / ____ / ____

Witness' Name (Print): _____ Signature: _____

Witness' Address: _____

Guarantor's Name: _____ Signature: _____

Address: _____ Date of birth: ____ / ____ / ____

Witness' Name (Print): _____ Signature: _____

Witness' Address: _____

DATED this _____ day of _____ 20_____.

IMPORTANT NOTICE: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.