

Point Design Solutions			
CREDIT APPLICATION FORM WITH PERSONAL / DIRECTOR'S GUARANTEE			
1. CLIENT DETAILS (TRUST DETAILS ARE NOT ACCEPTED)			
Business Details			
Company or Business Name:			
ABN:		ACN:	
Phone:	Fax:	E-mail:	
Registered Business Address for notices:			
City:		State:	Post Code:
Sole proprietorship:	Partnership:	Corporation:	Other:
2. PROPRIETOR DETAILS – NAMES OF PARTNERS, SOLE TRADER, DIRECTOR			
<u>Name</u>	<u>Address</u>		<u>Email</u>
Have any of the proprietor's sole traders, partners, or directors previously been made a bankrupt or involved in a company which has been liquidated or placed into official management? Yes/No If yes, specify:			
3. BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:		State:	Post Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	Post Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	Post Code:
Phone:	Fax:	E-mail:	
4. WHO MUST SIGN THIS CREDIT APPLICATION AND PERSONAL / DIRECTOR'S GUARANTEE ON BEHALF OF THE CLIENT			
FOR COMPANIES Where there is only one director for the company then that person must sign, where there are two or more directors of the company then two (2) directors or a director and company secretary must sign. SOLE TRADERS OPERATING UNDER THEIR OWN NAME OR UNDER A BUSINESS NAME The individual. PARTNERSHIPS All Partners of the Partnership.			
ACKNOWLEDGMENT BY SIGNING THE BELOW AS GUARANTORS, I/WE CERTIFY THAT I/WE UNDERSTAND THE TERMS OF THIS GUARANTEE. IN PARTICULAR, I/WE UNDERSTAND THAT IF THE CLIENT FAILS TO MAKE ANY REQUIRED PAYMENTS TO POINT DESIGN SOLUTIONS, POINT DESIGN SOLUTIONS MAY RECOVER THE AMOUNT OF THESE PAYMENTS FROM ME/US PERSONALLY. IN SUCH CASE POINT DESIGN SOLUTIONS 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 Guarantors in the presence of Independent Witnesses not Spouses or Family Members.			
Signatory		Witness	
Print Name		Print Name	
Signature		Signature	
Date		Date	
Signatory		Witness	
Print Name		Print Name	
Signature		Signature	
Date		Date	

CREDIT TERMS AND CONDITIONS / GUARANTEE TERMS

1) DEFINITIONS AND INTERPRETATION

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort including negligence, statute or otherwise.

Insolvency Event means, for the Client, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller as defined in the Corporations Act 2001 or analogous person appointed to the Client or any of the Client's property, being taken under section 459F1 of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Client's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Client's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration as defined in section 9 of the Corporations Act 2001, entering into a compromise or arrangement with, or assignment for the benefit of, any of the Client's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

Real Property means all real property interests held by the Client now or in the future.

2.) STRUCTURE OF THIS DOCUMENT AND ACKNOWLEDGEMENT

2.1) This credit application is intended to regulate key trading terms including the extension of credit in connection with the supply of products or services products or services by Point Design Solutions to the client.

2.2) The client has no entitlement to credit unless in Point Design Solutions sole discretion, Point Design Solutions extends credit to the client.

3.) TERMS AND CONDITIONS OF TRADE

3.1) Point Design Solutions Terms and Conditions of Trade, the Terms and Conditions of Trade are attached with this Credit Application.

3.2) The Conditions are incorporated into each and every contract, Contract for the supply of products or services and services made between Point Design Solutions and the Client after the date that Point Design Solutions agrees to provide credit to the Client the Acceptance Date.

3.3) By executing this credit application, the Client expressly acknowledges and agrees:

- a) having received a copy of the Conditions;
- b) agrees that the Conditions are incorporated into each and every Contract for the supply of products or services made between Point Design Solutions and the Client after the Acceptance Date;
- c) the Conditions are legally binding between Point Design Solutions and the Client and that the Conditions should be read with this Credit Application;
- d) to the extent of any inconsistency, the Conditions prevail over this Credit Application; and
- e) that if Point Design Solutions varies the Conditions from time to time after the Acceptance Date and provides reasonable notice to the Client of the variation, the Conditions are varied and incorporated into each and every Contract for the supply of products or services made between Point Design Solutions and the Client after the date of such notice.

4) PRIVACY AUTHORITY

4.1) By signing this Credit Application, the proprietors of the Business as specified in Item (2) of the Reference Schedule, personally agrees that Point Design Solutions may to the extent permitted by law:

- a) provide any items of the proprietor's personal information described in section 18E of the Privacy Act 1988 to a credit reporting agency or other third parties;
 - b) obtain credit information about the Client's personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Client;
 - c) obtain a consumer credit report about the proprietors from a credit reporting agency to assess the Credit Application or proposed guarantee or collect overdue payments;
 - d) give credit worthiness information about the proprietors with other service providers to assess the proprietors credit worthiness or applications for credit or to notify defaults or the status of the credit.
- 4.2)** The proprietors acknowledge and agrees that they are aware that they may request access to their personal information held by Point Design Solutions.
- 4.3)** If the Client or the proprietors of the Business does not provide the information requested in this Credit Application, Point Design Solutions may be unable to process this Credit Application.
- 4.4)** The Client authorises Point Design Solutions to make inquiries into the banking and business/trade references that the Client has supplied.

5 REPRESENTATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS

5.1) The Client represents to Point Design Solutions that it:

- a) is not aware of any information, notice, or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager, or liquidator;
 - b) does not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise; and
 - c) none of the proprietors of the Client has been a director of a company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1996 as amended other than as declared in Item (2) of the Reference Schedule.
- 5.2)** The proprietors of the Client warrants that they are authorised to make this Credit Application.
- 5.3)** The Client acknowledges and agrees that the submission of this Credit Application does not automatically result in the granting of a credit account by Point Design Solutions.

6) CLIENT OBLIGATIONS

6.1) The Reference Schedule and these Credit Terms and Conditions apply if Point Design Solutions accepts any order from the Client, whether for cash or on credit. The Client has no entitlement to credit unless in Point Design Solutions sole discretion, Point Design Solutions extends credit to the Client by acceptance of this Credit Application.

6.2) If in a particular case, Point Design Solutions gives the Client credit, Point Design Solutions reserves the right at any time and for any reason in Point Design Solutions sole discretion to refuse to supply further products or services to the Client and to refuse to supply any products or services to the Client on credit terms. If Point Design Solutions does decline to give the Client further credit, then that decision does not affect the credit terms which apply to any amounts the Client then owes to Point Design Solutions.

6.3) If the Client fails to comply with any of the terms of this Credit Application Terms and Conditions or in respect of any obligation to pay money to Point Design Solutions when due, suffers an Insolvency Event or makes any misrepresentation to Point Design Solutions, the balance of the Client's account to Point Design Solutions will become due and payable immediately.

6.4) The Client agrees that it must:

- a) pay, without any deduction or setoff, the price charged by Point Design Solutions for products or services supplied to the Client on delivery, or if credit terms are offered, within 30 days following the end of the month during which the products or services were supplied;
- b) pay any transfer duty assessed on this document or fee to register or maintain any security interest held by Point Design Solutions in respect of the products or services supplied to the Client; and
- c) advise Point Design Solutions in writing of the occurrence of any insolvency event, any change in its name, ownership or control, or any step being taken to sell an asset or assets separately or together having a value being greater than 20% in value of its gross assets as soon as practicable. The Client acknowledges that, despite any such event, change, or step the Client remains liable to pay the price for all products or services supplied.

7) OVERDUE ACCOUNTS AND SECURITY

7.1) Any amount not paid by the due date will incur interest at a rate of 4% above the Reserve Bank of Australia Cash Rate calculated daily and compounded monthly but in no circumstances, will the

interest charge exceed 20% per annum.

7.2) The Client agrees to pay all costs and expenses including legal costs, commissions paid by Point Design Solutions to any commercial or mercantile agent, and dishonour fees incurred by Point Design Solutions in connection with the recovery of overdue amounts and enforcing the charge in clause 7.3.

7.3) As security for the amounts due to Point Design Solutions from time to time, the Client charges all of its legal and equitable interest, both present and future, of whatsoever nature held in any and all Real Property to Point Design Solutions.

7.4) Without limiting the generality of the charge in clause 7.3:

- a) the Client agrees on request by Point Design Solutions to execute any documents and do all things reasonably required by Point Design Solutions to perfect the charge given in clause 7.3 including registering a mortgage security over any Real Property;
- b) the Client appoints Point Design Solutions to be the Client's lawful attorney for the purposes of executing and registering such documents and taking all such steps in that regard; and
- c) the Client indemnifies Point Design Solutions on an indemnity basis against all costs and expenses incurred by Point Design Solutions in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.

7.5) The Client consents unconditionally to Point Design Solutions lodging a caveat or caveats noting its interest in any Real Property.

7.6) A statement in writing signed by an authorised officer of Point Design Solutions setting out the moneys due or owing to Point Design Solutions at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.

8.) RETENTION OF TITLE

8.1) Point Design Solutions retains legal and equitable title in any products or services supplied to the Client until payment in full for or in connection with the supply of the relevant products or services has been received by Point Design Solutions. Until payment in full has been received, the following terms apply.

8.2) Notwithstanding that title in the products or services remains with Point Design Solutions until payment has been received in full:

- a) the Client may sell such products or services or use the products or services in a manufacturing or construction process in the ordinary course of the Client's business;
- b) as between the Client and the purchaser of any item of the products or services, the Client sells as principal and not as agent of Point Design Solutions;
- c) the proceeds of sale of each item of products or services must be held by the Client in a separate fund on trust for Point Design Solutions and the Client is under a duty to account to Point Design Solutions for such proceeds; and
- d) the creation of, or any failure of, any such trust shall not in any way limit the obligation of the Client to pay an amount to Point Design Solutions for products or services supplied.

8.3) Until products or services are sold or used in a manufacturing or construction process, the Client must:

- a) keep the products or services safe and free from deterioration, destruction, loss or harm, clearly designate the products or services as the property of Point Design Solutions;
- b) store them in such a way they are clearly identified as the property of Point Design Solutions; and
- c) keep full and complete records of the physical location of the products or services and the ownership of the products or services by Point Design Solutions.

8.4) Point Design Solutions is irrevocably entitled at any time from time to time before sale of any item of products or services by the Client to inspect or to recover and retake possession of such products or services and otherwise exercise in relation to the products or services any of its rights whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute, or in any other way.

8.5) In order to exercise such entitlement described in clause 8.4:

- a) Point Design Solutions and its agents are irrevocably authorised by the client to enter any of the client's premises or vehicles or those of any third party;
- b) The client agrees to obtain the consent of any such third party to such entry by Point Design Solutions and to indemnify Point Design Solutions and its agents for any liability arising from any entry upon such third parties' premises or vehicles;
- c) Point Design Solutions and its agents agree to take all reasonable care in removing the products or services from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the products or services.

8.6) This reservation of title and ownership is effective whether or not the products or services have been altered from their supplied form, or commingled with other products or services

9.) LIMITATION OF LIABILITY

9.1) To the maximum extent permitted by law and subject to clauses 9.1 and 12, Point Design Solutions total liability arising out of or in connection with its performance of its obligations pursuant to this Credit Application, the Conditions, or arising out of or in connection with the supply of specific products or services products or services including pursuant to or for breach of this Credit Application, the Conditions or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions is limited as follows:

- a) Point Design Solutions shall have no liability to the client for any consequential Loss;
- b) Point Design Solutions total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Client to Point Design Solutions for the specific products or services products or services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause 9 b do not apply to the extent that any Loss is directly attributable to: the personal injury or death caused by Point Design Solutions default, breach of this Credit Application or Conditions or negligence; or fraud by Point Design Solutions.

9.2) Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

10) SECURITY INTEREST

10.1) The retention of title arrangement described in clause 8 constitutes the grant of a purchase money security interest by the Client in favour of Point Design Solutions in respect of all present and after-acquired products or services supplied to the Client by Point Design Solutions.

10.2) The Client must immediately, if requested by Point Design Solutions, sign any documents, provide all necessary information and do anything else required by Point Design Solutions to ensure that Point Design Solutions purchase money security interest is a perfected security interest.

10.3) The Client will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the products or services or any proceeds from the sale of the products or services until Point Design Solutions has perfected its purchase money security interest.

10.4) For any products or services supplied that are not products or services that are used predominantly for personal, domestic, or household purposes, the parties agree to contract out of the application of section 95, 118, 1214, 130, 1324, 135, 142, or 143 of the PPSA in relation to the products or services.

10.5) The Client hereby waives any rights the Client may otherwise have to:

- a) receive any notices the Client would otherwise be entitled to receive under section 95, 118, 121, 130, 132 or 135 of the PPSA;
- b) apply to a Court for an order concerning the removal of an accession under section 97;
- c) object to a proposal of the Client to purchase or retain any collateral under section 130 and 135 of the PPSA; and
- d) receive a copy of a verification statement confirming the registration of a financing statement, or a financing change statement, relating to any security interest Point Design Solutions may have in products or services supplied to the Client from time to time.

11.) RISK

11.1) Risk in relation to any products or services passes to the Client on delivery of the products or

services.

11.2) Delivery of the products or services will be at Point Design Solutions premises on collection of the products or services by the Client, its employees, agent or contractors.

11.3) If Point Design Solutions has expressly agreed to ship the products or services, risk in the products or services passes immediately on delivery of the products or services to the Client's designated place of delivery by Point Design Solutions or its agent.

12.) GENERAL

12.1) The Client may have the benefit of consumer guarantees under the Conditions and under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into the Conditions or in connection with these Credit Terms and Conditions under law or statute or client or international convention are excluded.

12.2) In these Credit Terms and Conditions, PPSA means the Personal Property Securities Act 2009 as amended and any other legislation and regulations in respect of it and words in this Guarantee have the respective meanings given to them in the PPSA, specifically: financing change statement, financing statement, interested person, personal property, register, registration, security agreement, security interest, and verification statement.

12.3) If Point Design Solutions has any liability to pay products or services and services Tax GST on the supply of any products or services to the Client, the Client must pay to Point Design Solutions an amount equivalent to the GST liability of Point Design Solutions at the same time as the consideration is paid for the products or services unless the consideration for that supply is expressed specifically to be GST inclusive.

12.4) In these Credit Terms and Conditions, 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 and their permitted assigns and vice versa; and
c) references to any party to these Credit Terms and Conditions or any other agreement or instrument include the party's successors and permitted assigns.

12.5) These Credit Terms and Conditions are governed by the laws of the State or Territory of Point Design Solutions and the Client irrevocably submits to the non-exclusive jurisdiction of the courts of that State or Territory.

GUARANTEE TERMS

1) GUARANTEE AND INDEMNITY

1.1) In consideration of Point Design Solutions agreeing to supply or continuing to supply products or services and services on credit to the Client and forbearing to sue the Client in accordance with the Credit Application, except where provided for by any statutory provision, for any payment currently due to Point Design Solutions, each Guarantor as identified in Item 5 of the Reference Schedule the Guarantors:

a) unconditionally and irrevocably guarantees to Point Design Solutions the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are or which may become payable by the Client to Point Design Solutions or any related body corporate on any account and in any capacity the Guaranteed Moneys; and
b) as a separate and independent obligation, agrees to indemnify and keep Point Design Solutions and any related body corporate indemnified from and against any claim, action, Loss, damage, liability, cost, expense, outgoing, or payment suffered, paid, or incurred by Point Design Solutions or such related body corporate in relation to the non-payment or non-recovery of the Guaranteed Moneys.

1.2) The Guarantors hereby agrees with Point Design Solutions that:

a) this guarantee and indemnity the Guarantee shall be a continuing obligation of the Guarantors and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including but not limited to:

any other guarantee or any security or instrument which Point Design Solutions or any related body corporate may hold in respect of any Guaranteed Moneys or any judgement obtained by Point Design Solutions or any related body corporate, or any release, discharge, surrender, or modification of, or dealing with, any such guarantee, security, instrument, or judgement;
any arrangement with, or release of, the Client or any other guarantor or person by Point Design Solutions or any related body corporate or by operation of law;
the fact that any of the Guaranteed Moneys are irrecoverable for any reason;
any change in the membership or termination of any partnership or firm of which the Client or the Guarantors is a member or the death, liquidation, or bankruptcy of the Client or the assent of Point Design Solutions or any related body corporate to any composition, arrangement, or scheme in respect of the Client or the acceptance by Point Design Solutions or any related body corporate of any dividend or sum of money thereunder;
the failure of any other person named as a party to execute this Guarantee;
any variation of the terms upon which the products or services are supplied to, or paid by, the Client; any claim the Client may have against Point Design Solutions or any related body corporate;
any act or omission by Point Design Solutions or any related body corporate which may result in prejudice to the Guarantors;

an increase in the amount of Guaranteed Moneys;
the fact that any credit was provided by Point Design Solutions or any related body corporate before this Guarantee was signed;

the death, liquidation, or bankruptcy of the Client or the Guarantors;
the granting of any time, waiver, credit, any indulgence, concession to, composition with, release or discharge by novation of any person whatsoever by Point Design Solutions or any related body corporate;

the assignment, novation, transfer or assumption of, or other dealing with, any rights or obligations under this Guarantee or any other document or agreement;
any other act, omission, matter or thing whatsoever;

b) until Point Design Solutions has received all of the Guaranteed Moneys, the Guarantors agree: in the event of any bankruptcy or other administration of the Client's estate or any winding up or scheme of arrangement of the Client, that the Guarantors will not without the prior consent of Point Design Solutions lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantors on any account whatsoever, nor enforce any security held by the Guarantors in respect of the Client and shall hold any such debt, liability, or security and any rights or benefits, in respect thereof on trust for Point Design Solutions;

if requested by Point Design Solutions, to lodge a proof of debt or similar claim in any such administration and enforce any such security and to execute all such documents and do all such things as Point Design Solutions may require to enable Point Design Solutions to have and receive the benefit or arising from any such proof, claim or security;

not attempt or purport to be subrogated to Point Design Solutions; and
the Guarantor's liability under this Guarantee shall be that of principal debtor;

c) the Guarantors irrevocably appoint Point Design Solutions as the Guarantors' attorney with authority to do on behalf of the Guarantors anything the Guarantors may lawfully authorise an attorney to do, including without limitation the following:

to make, sign, execute, seal, and deliver any document; and
to take possession of, use, sell, or otherwise dispose of any asset of the Guarantors;

d) the Guarantors further agree that:

the Guarantors have signed this Guarantee voluntarily;
before entering this Guarantee, the Guarantors were advised by Point Design Solutions to consult and receive advice as to the effect and consequences of, and the obligations created by, this Guarantee; in particular, the Guarantors have agreed to guarantee all amounts presently owed by the Client to Point Design Solutions and any related body corporate and all amounts that the Client may in the future owe

to Point Design Solutions and any related body corporate if any of the Guaranteed Moneys is not paid or, or recovered by, Point Design Solutions; and
it has not entered into this Guarantee in reliance on any representation, warranty, promise, or statement of Point Design Solutions or any person on behalf of Point Design Solutions or any related body corporate;

e) the Guarantors agree that a certificate issued by Point Design Solutions stating any moneys owed by the Client or the Guarantors to Point Design Solutions or any related body corporate under this Guarantee shall be conclusive evidence of such amounts owing by the Client and Guarantors;
f) Point Design Solutions may give the Client more credit than the Client has asked for in this Credit Application and Point Design Solutions is not required to inform the Guarantors of the amount of credit given to the Client at any time;

g) no payment shall operate to discharge or reduce a liability of the Guarantors if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantors under this Guarantee;

h) where any provision or application of any provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction that shall not affect the validity, legality, enforceability or effectiveness of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered ineffective;

i) the guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantors and neither limits the generality of the other;

j) to secure payment of the Guaranteed Moneys, the Guarantors: hereby charges with due payment of the Guaranteed Moneys all of the Guarantors' present and future interests in Real Property and the Guarantors consent to Point Design Solutions lodging a caveat or caveats to note such interests;

hereby charges with due payment of the Guaranteed Moneys all of the Guarantors' present and after-acquired property and consent to Point Design Solutions lodging an instrument of security to note such security interests;

upon demand by Point Design Solutions, agree to immediately execute a mortgage or other instrument in terms satisfactory to Point Design Solutions to further secure payment of the Guaranteed Moneys; should the Guarantors fail within a reasonable time of such demand to execute such mortgage or other instrument then the Guarantors acknowledges and agrees that Point Design Solutions may execute such mortgage or other instrument as the Guarantors' attorney pursuant to the appointment of Point Design Solutions as the Guarantors' attorney as set out in clause 1.2c of this Guarantee;

k) the Guarantors: consent to Point Design Solutions effecting and maintaining a registration on the Personal Property Security Register, in any manner Point Design Solutions considers appropriate, in relation to any security interest contemplated or constituted by this Guarantee and the Guarantors agree to sign any documents and provide all assistance and information to Point Design Solutions required to facilitate the registration and maintenance of any security interest;

agree that Point Design Solutions may at any time register a financing change statement in respect of a security interest;

waive the right to receive notice of a verification statement in relation to any registration on the Personal Property Security Register of a security interest contemplated by this Guarantee;

undertake to do anything, including executing any new document or providing any information, that is required by Point Design Solutions to register a financing statement or financing change statement or to ensure that Point Design Solutions security position, rights, and obligations are not adversely affected by the PPSA and that Point Design Solutions acquires and maintains a perfected security interest under the PPSA;

undertake not to register a financing change statement in respect of a security interest contemplated by this Guarantee without Point Design Solutions' prior written consent;

undertake not to register, or permit to be registered, a financing statement or a financing change statement in relation to the personal property which is the subject of a security interest contemplated or constituted by this Guarantee in favour of a third party without Point Design Solutions' written consent;

if Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Guarantee and the PPSA allows for the contracting out of provisions in the PPSA, the following provisions of the PPSA will not apply and the Guarantors will have no right under them: section 95 to the extent that it requires the secured party to give notices to the grantor; section 96; section 118 to the extent that it allows a secured party to give notices to the grantor; section 1214; section 125; section 130; section 1323d; section 1324; section 142; and section 143;

unless otherwise agreed and to the extent permitted by the PPSA, Point Design Solutions and the Guarantors agree not to disclose information the kind referred to in section 2751 of the PPSA to an interested person, or any person requested by an interested person, and the Guarantors waive any right they may have, or but for this clause may have had, under section 2757c of the PPSA to authorise disclosure of the above information;

this Guarantee is a security agreement for the purposes of the PPSA and Point Design Solutions may apply amounts received in connection with a security interest contemplated or constituted by this Guarantee to satisfy obligations secured by that security interest in any way Point Design Solutions determines in its absolute discretion;

l) agrees that the Guarantors must notify Point Design Solutions of any changes to the details set out in this Guarantee within five 5 days from the date of such change;

m) agrees that the Guarantors must notify Point Design Solutions of any changes to the details set out in this Guarantee within five 5 days from the date of such change;

n) any demand or notice may be served on the Guarantors by delivering it to the Guarantors personally or by sending it by post to the Guarantors' last address;

o) the Guarantors must fully indemnify Point Design Solutions for all expenses and legal costs that Point Design Solutions incurs in enforcing this Guarantee;

p) the Guarantors must pay all taxes, duties, fees, costs, and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration, and discharge of this Guarantee; and

q) the Guarantors agree to pay the GST inclusive amount of any taxable supply made under or in connection with this Guarantee.

1.3) In this Guarantee, PPSA means the Personal Property Securities Act 2009 as amended and any other legislation and regulations in respect of it and words in this Guarantee have the respective meanings given to them in the PPSA, specifically: financing change statement, financing statement, interested person, personal property, register, registration, security agreement, security interest, and verification statement.

1.4) In this Guarantee, the Guarantors means the Guarantors jointly and each person who is a Guarantor severally and their respective successors and assigns, and Agreement means all current and future supply agreements or arrangements.

1.5) In this Guarantee, related body corporate has the meaning in the Corporations Act and includes INSERT and all of its subsidiaries.

1.6) 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 and their permitted assigns and vice versa; and

c) references to any party to this Guarantee or any other agreement or instrument include the party's successors and permitted assigns.

1.7) This Guarantee is governed by the laws of the State or Territory in which it is executed and the Guarantors irrevocably submits to the non-exclusive jurisdiction of the courts of that State or Territory.