

CREDIT APPLICATION

This form will be used by Ronco Group Pty Ltd (ACN 152 316 679) to open an account in your trading entity's name

Customer's Name: _____ ABN: _____

Trading Name: _____ Email: _____

Postal Address: _____ Postcode: _____ State: _____

Billing Address: _____ Postcode: _____ State: _____

Telephone: _____ Mobile: _____ Fax: _____

Representative's Name: _____ Position: _____ Tel: _____

CREDIT/BUSINESS DETAILS

Business Type: _____ Business Start Date: _____ Accounts Payable Contact: _____

Requested Credit Limit: \$ _____ Est Monthly Purchases: \$ _____ Start Date: _____

DETAILS OF OWNER/S* (if Sole Trader) PARTNERS* (if Partnership) or DIRECTORS* (if Company) or TRUSTEE* (if Trust) *please indicate which

Full Name: _____

Full Name: _____

Home Address: _____

Home Address: _____

Date of Birth: _____

Date of Birth: _____

TRADE REFERENCES

Supplier 1: _____ Email: _____ Tel: _____

Address: _____ Postcode: _____
State: _____

Supplier 2: _____ Email: _____ Tel: _____

Address: _____ Postcode: _____
State: _____

Supplier 3: _____ Email: _____ Tel: _____

Address: _____ Postcode: _____
State: _____

I/We certify and warrant that the above information is true and correct and that I am/we are authorised to make this application for credit. I/We have read and understand Ronco Group Pty Ltd's attached Terms and Conditions which form part of, and are intended to be read in conjunction with, this Credit Account Application, and I/we agree to be bound by these conditions. I/We authorise the use of my/our personal information as detailed in the Privacy Act clause of the Terms and Conditions. **I/We agree that if I am/we are a director/owner/partner/trustee of the Customer I/we shall each be personally liable for the performance of the Customer's obligations under this contract.**

CUSTOMER

RONCO GROUP PTY LTD

Signature: _____

Signature: _____

Name: _____
[PLEASE PRINT]

Name: _____
[PLEASE PRINT]

Position: _____
[PLEASE PRINT]

Position: _____
[PLEASE PRINT]

Date: _____

Date: _____

Witness signature: _____

Witness Name: _____
[PLEASE PRINT]

DEED OF GUARANTEE AND INDEMNITY

This Deed is made on the date shown in the Reference Schedule between:

The Person or Persons named in the Reference Schedule as the Guarantors (and if more than one then jointly and severally) ("**Guarantors**")

and

RONCO GROUP PTY LTD (ACN 152 316 679) of 33 Valencia Way, Maddington WA 6109 ("**Supplier**")

BACKGROUND

The Guarantors are directors, managers and/or shareholders of the Customer.

The Supplier and the Customer are proposing to enter into the Contract at the request of the Guarantors.

The Supplier agrees to enter into the Contract on the condition that the Guarantors enter into this Deed.

IMPORTANT INFORMATION

When the Guarantors sign this deed as Guarantor, they enter into a binding legal obligation.

- The Guarantors become liable to the Supplier as well as, or instead of, the Customer, jointly and severally with each other Guarantor.
- The Guarantors will be liable for all existing and future amounts owed to the Supplier by the Customer to the Supplier unless this Deed indicates that the liability is limited. Such amounts include:
 - amounts owed by the Customer alone or together with others;
 - any amounts owing to the Supplier by the Customer under the Contract or other instrument, including amounts currently owing;
 - interest, fees and other amounts payable in relation to the amounts referred to above; and
 - any amounts that the Supplier is able to recover or claim from the Customer or that the Supplier gets in a Court judgment against the Customer.
- If the Supplier has agreed to limit the amount of the guarantee, this will be stated in the Reference Schedule. The Guarantors may ask for a limit to be included in this guarantee, but the Supplier does not have to agree to it being included.
- The Supplier does not have to ask the Customer to repay any money owing before asking the Guarantors to pay.
- The Supplier does not have to inform the Guarantors of any repayment difficulties the Customer is having before asking the Guarantors to pay.
- The Supplier can extend or increase any credit amount to the Customer without getting the Guarantors' consent.
- The Guarantors cannot revoke this guarantee once they sign this Deed.
- The Supplier strongly recommends that, before signing this deed, the Guarantors:
 - read and make sure they understand this Deed; and
 - obtain legal advice from a suitably experienced lawyer who does not act for the Supplier or the Customer.

DEED OF GUARANTEE AND INDEMNITY

REFERENCE SCHEDULE

Date of this Deed				
Guarantors	Name			
	ACN (if company)		ABN (if trust)	
	Address			
	Date of Birth			
	Phone		Fax	
	Email			
	Name			
	ACN (if company)		ABN (if trust)	
	Address			
	Date of Birth			
	Phone		Fax	
	Email			
Customer	Name			
	ACN			
	Trading Name			
	Address			
	Contact Name		Position	
	Phone		Email	
Contract	Supply of Goods and Services Agreement and all annexures and attachments (including any contracts that the parties entered before the execution of this Deed) made between the Supplier and the Customer.			
Limitation of Guarantors' Liability (cl 2.8)	Not applicable.			

DEED OF GUARANTEE AND INDEMNITY

COVENANTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.

Contract means the contract or agreement attached to this Deed and described in the Reference Schedule.

Customer means the person or persons named as the Customer in the Reference Schedule.

Guarantors mean the Party or Parties names as Guarantors in the Reference Schedule.

Party means a party to this Deed.

Personal Property Securities Act or **PPSA** means the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the schedule on page 2 of this Deed.

Security Agreement, Financing Statement, Financing Change Statement, Personal Property, All Present and After Acquired Personal Property, Registration and **Security Interest** have the meanings given to them in the Personal Property Securities Act.

Supplier means RONCO GROUP PTY LTD (ACN 152 316 679) of 33 Valencia Way, Maddington WA 6109.

1.2 Interpretation

In this Deed, the following rules of interpretation apply unless the contrary intention appears:

- (a) Headings are for convenience only and do not affect the interpretation of this Deed.
- (b) The singular includes the plural and vice versa.
- (c) Words that are gender neutral or gender specific include each gender.
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) A reference to:
 - (i) "includes" means without limitation
 - (ii) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (iii) a Party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, schedule or attachment is a reference to a clause, term, schedule or attachment to this Deed;
 - (vi) this Deed includes all schedules and attachments to it;
 - (vii) an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
 - (viii) any Act of Parliament includes any amendments or re-enactments of the same or any Regulations made under that Act; and
 - (ix) a monetary amount is to Australian dollars (\$AUD).

- (f) An agreement on the part of two or more persons binds them jointly and severally.
- (g) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.
- (h) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed or any part of it.

2. **GUARANTEE**

In consideration of the Supplier entering into the Contract at the Guarantors' request, the Guarantors jointly and severally:

- (a) Guarantee the due performance by the Customer of all the Customer's obligations under the Contract including the payment by the Customer to the Supplier of all monies owing by the Customer to the Supplier under the Contract (including any monies that the Customer owes to the Supplier before this Deed is executed) at the times and in the manner provided in the Contract.
- (b) As a separate and severable covenant, agree to indemnify the Supplier and keep it indemnified from and against all losses, costs, charges and expenses whatsoever including all legal costs on a solicitor and own client basis which the Supplier may suffer or incur by reason of the failure or default of the Customer to pay all monies to be paid by it to the Supplier under the Contract.
- (c) Acknowledge and declare that this guarantee shall be a continuing guarantee and shall not be affected or avoided in any way by any agreement or arrangement made between the Supplier and the Customer whether with or without the consent of the Guarantors or by any alteration or variation to the rights or obligations of any of the Parties under the Contract or otherwise or by the granting of any time or other indulgence or forbearance by the Supplier to the Customer.
- (d) Acknowledge that the Supplier shall be at liberty to regard the Guarantors in all respects as a principal debtor and shall not be obliged to take action first against the Customer or to give notice to the Guarantors before taking any action against them.
- (e) Acknowledge and declare that their obligations in this Deed shall not merge or be deemed to have merged in any judgment obtained by the Supplier against the Customer and the Guarantors shall remain liable to the Supplier in terms of this guarantee notwithstanding that the Supplier may in the meantime have obtained a judgment against the Customer.
- (f) Covenant with the Supplier that if the Customer is wound up and a liquidator of the Customer shall lawfully disclaim this agreement at any time, then the Guarantors shall indemnify the Supplier from and against all losses, damages, costs and expenses which the Supplier may suffer as a result of the disclaimer and, insofar as it may be necessary so to do in order to give full effect to this indemnity, the Guarantors shall waive any rights of recourse they might otherwise have or have had against the Customer arising out of this indemnity and no disclaimer shall operate so as to relieve the Guarantors of their obligations under this indemnity and it is expressly agreed that the provisions of this indemnity shall survive any termination of the Contract arising out of any disclaimer.
- (g) As security for the monies due under the Contract, mortgage and charge in favour of the Supplier all their real and personal assets whatsoever and wheresoever situate with payment of monies due and payable by the Customer to the Supplier under the Contract.
- (h) Agree that:
 - (i) their obligations under this guarantee are unlimited as to amount except as may be provided in the Reference Schedule; and
 - (ii) no notice need be given by the Supplier to them or the Customer before taking any action against them to enforce this guarantee.

3. SECURITIES

3.1 Personal Property

- (a) The Guarantors each agree to grant the Supplier a Security Interest in the Guarantors' All Present and After Acquired Personal Property to secure all monies owing by the Customer to the Supplier and the Customer's performance of its obligations under the Contract.
- (b) The Guarantors each acknowledge that this Deed constitutes a Security Agreement for the purposes of the PPSA.
- (c) The Guarantors each accept, acknowledge and agree that:
 - (i) the Supplier can (to the extent permitted by the PPSA), without notice to the Guarantors, affect and maintain a Registration (in any manner that the Supplier considers appropriate) of its Security Interest on the PPSR in relation to any Security Interest contemplated or constituted by this Deed; and
 - (ii) Pursuant to section 275(6) of the PPSA, the Guarantors each agree the Supplier is not required to disclose to an interested person information pertaining to the Supplier's Security Interest unless required to do so pursuant to the PPSA or at law generally.
- (d) The Guarantors each will:
 - (i) sign any documents and/or provide any further information (which information the Guarantors warrant to be complete, accurate and up-to-date in all respects) and/or assistance which the Supplier may reasonably require to enable perfection of its Security Interest or Registration of a Financing Statement or Financing Change Statement on the PPSR;
 - (ii) not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPSA without the prior written consent of the Supplier;
 - (iii) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Deed in favour of a third party without the Supplier's prior written consent;
 - (iv) give the Supplier not less than 14 days' written notice of any proposed change in their name (including entity name) and/or any other changes in their details or legal structure (including but not limited to, changes in their address, facsimile number, phone number, email address, trading name or business activities);
 - (v) indemnify the Supplier against any costs the Supplier incurs in perfecting and maintaining its perfected Security Interest under the PPSA pursuant to its rights under this clause 3 and any costs the Supplier may incur in the course of enforcing any of its rights under this Deed, the PPSA or at law generally; and
 - (vi) procure from any persons considered by the Supplier to be relevant to its security position, such agreement and waivers as the Supplier may at any time reasonably require.
- (e) The Guarantors each undertake to:
 - (i) not register a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Deed without the Supplier's prior written consent; and
 - (ii) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Deed in favour of a third party without the Supplier's prior written consent.
- (f) If Chapter 4 of the PPSA would otherwise apply to the enforcement of a Security Interest arising in connection with this Deed to which these terms and conditions apply, the Guarantors each agree that the following provisions of the PPSA will not apply to the enforcement of this Deed:
 - (i) Section 95 (notice of removal of accession) to the extent that it requires the Supplier to give a notice to the Guarantors;

- (ii) Section 96 (when a person with an interest in the whole may retain an accession);
 - (iii) Subsection 121(4) (enforcement of liquid assets – notice to grantor);
 - (iv) Section 125 (obligation to dispose of or retain collateral);
 - (v) Section 130 (notice of disposal of collateral), to the extent that it requires the Supplier to give a notice to the Guarantors;
 - (vi) Section 132(3)(d) (contents of statement of account after disposal);
 - (vii) Section 132(4) (statement of account if no disposal);
 - (viii) Section 135 (notice of retention of collateral);
 - (ix) Section 142 (redemption of collateral); and
 - (x) Section 143 (reinstatement of security agreement).
- (g) Notices or documents required or permitted to be given to the Supplier for the purposes of the PPSA must be given in accordance with the PPSA.

3.2 Real Property

- (a) As security for the Customer's payment of any monies owing to the Supplier and performance of its obligations under the Contract, each of the Guarantors charges in favour of the Supplier all their interests in real property, including but not limited to land (freehold and leasehold), wherever situated which either or both Guarantors now own or which they may own in the future. The Guarantors each acknowledge and agree that the Supplier is entitled to lodge absolute caveats.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause 3.2, the Guarantors will each indemnify the Supplier from and against all the Supplier's incurred costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Guarantors each agree to irrevocably nominate, constitute and appoint the Supplier or the Supplier's nominee as the Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 3.2.

4. GENERAL

4.1 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right.

4.2 Amendment

This Deed may only be amended or supplemented in writing signed by the Parties.

4.3 Further Assurances

Each of the Parties will do, sign, execute and deliver all deeds, documents, instruments and acts to effectively carry out and give full effect to this Deed and the rights and obligations of the Parties under it.

4.4 Notices

A notice to be given by a Party to another Party under this Deed shall:

- (a) be in writing;
- (b) be left at or sent by pre-paid ordinary post to that the Party's address or by fax to the Party's fax number provided in this Deed or such other fax number as shall be advised in writing or by email to the Party's email address provided in this Deed or such other email address as shall be advised in writing; and
- (c) be deemed to be served:

- (i) on the second Business Day after the date on which it was posted – if sent by ordinary pre-paid post addressed to the Party;
- (ii) on the day on which it was sent – if it was sent:
 - (A) by facsimile transmission before or during normal business hours on a Business Day, and a receipt of successful transmission is produced to that effect; or
 - (B) by email transmission before or during normal business hours on a Business Day; or
- (iii) on the next Business Day following the day on which it was sent – if it was sent:
 - (A) by facsimile transmission after normal business hours on a Business Day or on a day other than a Business Day, and a receipt of successful transmission is produced to that effect; or
 - (B) by email transmission after normal business hours on a Business Day or on a day other than a Business Day.

4.5 Governing Law

This Deed shall be governed by and construed according to the law in force in Western Australia and each of the Parties irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of Western Australia.

4.6 Costs and Duty

- (a) Each Party shall pay their own costs of and incidental to the preparation and execution of this Deed and any ancillary documents.
- (b) All duty payable on this Deed and any ancillary documents shall be paid by the Supplier.

4.7 Counterparts

This Deed may be executed in any number of counterparts each of which is an original (including email copies) and all of which constitutes one and the same instrument.

4.8 Entire Agreement

This Deed contains the entire understanding of the Parties as to its subject matter and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to these provisions or binding on the parties with respect to the matters to which this Deed relates.

4.9 Independent Legal Advice

The Guarantors acknowledge that:

- (a) this Deed has been delivered to them by the Supplier for signing without any advice on its contents;
- (b) they have been invited to obtain independent legal advice on the Deed;
- (c) they have executed this Deed either with or without such independent legal advice;
- (d) they have read this Deed and understood its contents prior to signing it; and
- (e) they have executed this Deed freely and voluntarily and without any threats or coercion.

EXECUTED as a Deed by the Parties

SUPPLIER

Executed by)
RONCO GROUP PTY LTD)
(ACN 152 316 679))
in accordance with s 127)
of the *Corporations Act 2001*)

ROBERT IAN SMITH
Sole Director/Secretary

GUARANTORS

If Guarantor is an individual

Executed by)
))
-----)
[PRINT NAME])
in the presence of:)

Signature of Guarantor

Witness' signature

Witness' name (PLEASE PRINT)

Witness' address

Witness' occupation

If Guarantor is an individual

Executed by)
))
-----)
[PRINT NAME])
in the presence of:)

Signature of Guarantor

Witness' signature

Witness' name (PLEASE PRINT)

Witness' address

Witness' occupation

If Guarantor is a corporate entity

Executed by)
)
 -----)
 [PRINT COMPANY NAME])
)
 ACN: -----)
 [PRINT ACN])
)
 in accordance with s 127)
 of the *Corporations Act 2001*)

Signature of Director

Signature of Director/Secretary

 Name of Director
 [PLEASE PRINT]

 Name of Director/Secretary
 [PLEASE PRINT]