
GUARANTEE

REQUIRED FOR CREDIT OF \$10,000 OR MORE

In consideration of FXP Industries Pty Ltd (hereinafter referred to as "the Company") making available to the applicant, as described in Clause 1 of the within application for credit, credit in terms of that application, I/we the undersigned (and if more than one jointly and severally) as Director(s) and/or person(s) interested in the undertaking of the applicant do hereby irrevocably guarantee the due performance and observance by the application of the accommodation for credit which you have made available to it irrespective of whether or not such accommodation for credit shall be secured in your favour by the applicant and I/we hereby irrevocably agree to indemnify the Company against all losses, damages, costs and legal, collection and repossession expenses which may be incurred to the Company by reason of any default on the part of the applicant in performing and observing the agreements and the obligations of the applicant pursuant to the said application for credit accommodation. It is acknowledged that this is a continuing guarantee/indemnity.

DATED this day of 2006

Signed:

Full Name:

Witness' Signature:

Witness' Name:

Witness' Address:

(if applicable)

Witness' Signature:

Witness' Name:

Witness' Address:

I/We agree that our credit insurer(s) or their agent may obtain my/our credit report from a credit reporting agency to assess the provision of insurance to the Company in relation to my/our application for personal and/or commercial credit with the Company.

Signature of Applicant
or Authorised Representative:

Title: Date:

Witness' Signature:

Witness' Name:

Witness' Address:

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NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

(NOT APPLICABLE FOR CREDIT OF \$5000 OR LESS)

In accordance with the Privacy Act, FXP Industries Pty Ltd (hereinafter referred to as "the Company") is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18(1) of the Act and includes:

- The fact that you have applied for credit and the amount.
- The fact that the Company is a current credit provider to you.
- Payments which become overdue more than 60 days and for which collection has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by you which have been dishonoured more than once.
- In specified circumstances that, in the opinion of the Company, you have committed a serious credit infringement.
- That credit provided to you by the Company has been paid or otherwise discharged.

If the Company considers it relevant to assess an application by me/us for either personal or commercial credit, or both, I/we agree to the Company obtaining from a credit reporting agency or a business which provides information about the credit worthiness and activities of persons, a report containing information about my/our personal and/or commercial credit worthiness and activities.

If the Company considers it relevant to collect overdue payments in respect of personal and/or commercial credit provided to me, I/we agree to the Company receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

I/We agree that the Company may give to and seek from any credit providers listed in this credit application as credit references or bankers or such other credit providers as the Company may choose and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit including any information about my/our credit worthiness and activities that credit providers are allowed to give or receive from each other under the Privacy Act.

I/We understand the information may be used for the following purposes:

- To assess an application by me/us for credit.
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers.

TERMS & CONDITIONS OF SALE

1. The normal payment terms are 30 days from date of invoice.
2. Should it be considered necessary by FXP Industries Pty Ltd (hereinafter referred to as "The Company") to incur legal and/or other expenses including any such expenses to any agency licensed under the Security & Investigation Agents Act (as amended) in obtaining or attempting to obtain payment of any amount due by the applicant, the applicant is liable for the payment of those expenses.
3. Interest at current bank overdraft rates may be charged on any overdue amount on the account and further, in consideration of any grant of credit, the applicant expressly undertakes to pay all such interest.
4. Property in the goods supplied shall remain vested in the Company and shall not pass to the applicant until all monies owing by the applicant to the Company, together with all collection, repossession and/or legal costs incurred, have been paid in full, plus sales tax where applicable. Notwithstanding the foregoing, the goods are at the entire risk of the applicant from the time of delivery. In the event that the applicant defaults in the payment of any monies owing hereunder, the Company and its employees or agents shall have the right to enter without notice upon the applicant's premises or any other premises where the goods are known to be stored to repossess the goods and for this purpose the applicant shall grant reasonable access rights and the Company and its employees or agents shall be entitled to do all things required to secure repossession.
5. I/We acknowledge and accept the "Terms and Conditions of Sale" provided and agree to abide by the terms. Furthermore, I/we certify the information given by me/us is true and complete.

Signature of Applicant
Or Authorised Representative:

Title: Date:

Witness' Signature:

Witness' Name:

Witness' Address:

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10. **Amount of Credit Facility Required:** \$2500 / \$5000 / \$7500 / \$10,000 / \$20,000 +

11. **Accounts Department Contact Details:**

Contact Name: **Ph Number:**

Email Address:

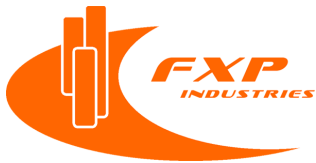
12. **Trade References** (*a minimum of three required*):

Name & Phone Numbers of (3) active trade accounts operating at a similar level of credit:

1. Phone:

2. Phone:

3. Phone:



FXP Industries P/L ABN 34 100 847 774
69A Taunton Dr Cheltenham Vic 3192 Australia
Tel 61 3 9585 0522 Fax 61 3 9584 0396

www.fxp.com.au

COMPLETE ESSENTIAL SAFETY MEASURES

CREDIT APPLICATION

1. **Applicants Name:**

Please indicate: Company / Partnership / Sole Proprietor / Incorporated Association

2. **Trading As:**

3. **Postal Address:**

4. **Physical Address:**

Telephone:

Facsimile:

5. **Delivery Details:**

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6. **Registered Office (if a company):**

7. **ABN:**

8. **Full Name, Private Address & Phone Number of Directors / Partners / Sole Trader:**

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9. **Nature of Business:**