

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT AND SECURITY AGREEMENT

["this Application"]

To: Airefrig Australia Pty Ltd A.C.N. 008 761 573 A.B.N. 95 008 761 573 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as "Airefrig Australia" and/or otherwise ["Airefrig"]:

1. CUSTOMER:	State full company name, A.B.N. and A.C.N. (if applicable)		
2. APPLICATION:	The customer as set out in item 1. above together with all related and/or associated companies and/or other entities, all successors and/or assigns and in its own capacity and as trustee of each and every trust of which the customer is Trustee (unless specifically excluded in writing) [jointly "the Customer"] HEREBY APPLIES for a credit account with Airefrig and HEREBY AGREES in all dealings with Airefrig to be bound by Airefrig's GENERAL TERMS AND CONDITIONS OF TRADE (available at www.airefrig.com.au) and all terms of this Application set out below (which terms prevail to the extent of any inconsistency) [the "Offer Terms"].		
3. CREDIT LIMIT REQUESTED:	\$.00	4. EXPECTED MONTHLY PURCHASES:	\$.00
5. ACCEPTANCE:	A binding "security agreement" (for the purposes of the <i>Personal Property Securities Act 2009</i> (Cth) ["PPSA"]) which incorporates the Offer Terms [the "Security Agreement"] shall be deemed to have been formed between Airefrig and the Customer on and from the earliest of the following events: (i) written communication of acceptance of this Application by or on behalf of Airefrig; (ii) registration of the Security Agreement on the Personal Property Securities Register ["PPSR"]; or (iii) provision of credit to the Customer by Airefrig. The Customer ALSO AGREES that the Security Agreement creates for Airefrig a security interest in respect of all goods, services and/or any other property of any kind supplied by Airefrig to the Customer whether present or after acquired for the purposes of the PPSA [the "Security Interest"], that PPSA Sections 125, 130, 132(3)(d), 132(4), 135 & 157 shall not apply to the Security Interest and that this Application may be produced by Airefrig at any time and from time to time as evidence of the Customer's unconditional and irrecoverable consent to the creation of the Security Interest and registration of the Security Interest on the PPSR. The Customer AGREES that notwithstanding items 3. & 4. above Airefrig shall be entitled to vary its terms for the provision of credit and/or withdraw the provision of credit altogether in the exercise of Airefrig's unfettered and absolute discretion at any time and from time to time.		
6. MEANS AND ABILITY:	The Customer hereby WARRANTS and DECLARES that he/she/it is solvent and has the present and future ability to pay all debts as and when all debts fall due.		
7. PURPOSE:	The Customer hereby WARRANTS and DECLARES that all goods and/or services supplied by Airefrig shall be used by the Customer predominately for commercial and/or business purposes (and not for any personal, domestic and/or household purpose).		
8. OTHER DIVISIONS:	The Customer ALSO AGREES that while this Application relates to all dealings with Airefrig any and all obligations of Airefrig shall in each instance be limited to the legal entity which invoices the Customer.		
9. PRIVACY ACT:	The Customer in its own right and on behalf of any interested person(s) HEREBY CONSENTS to Airefrig (subject to its obligations under the <i>Privacy Act 1988</i> (Cth)) at any time collecting, using and/or disclosing commercial and/or consumer information about the Customer and/or any interested person(s): (i) which relates to but is not limited to identity, credit history and/or solvency; (ii) for the purpose(s) of assessing creditworthiness, risk and/or solvency and/or enforcing any of Airefrig's rights; and/or (iii) by arrangement with any authorised agent(s), credit provider(s) and/or reporting service(s) and the like (including any banker(s), the ASIC, ITSA etc.). Airefrig may refuse to grant credit if any information to which it is entitled is inaccurate or not provided and otherwise agrees to allow the Customer access to all such information. This Application may be produced as conclusive evidence of such consent.		
10 STATE:			
11. PERSON COMPLETING THIS APPLICATION:	* IMPORTANT NOTICE: Prior to signing below you should first read and understand all terms as set out in this Application (in particular the General Terms and Conditions of Trade for the time being used by Airefrig). If necessary seek independent legal advice.		
Name:	Position:
Address (private):		Postcode:
SIGNATURE:		Date:/...../.....
	(Signed by the Customer or by the Agent for and on behalf of the Customer)		

The person signing above other than as the Customer signs for and on behalf of the Customer as agent ["the Agent"]. The Agent HEREBY REPRESENTS AND WARRANTS that: (i) the Customer has authorised the signing of this Application; (ii) all information provided to Airefrig in this Application is true and correct; and (iii) the Customer shall provide any interested person(s) with a copy of this Application. The Customer HEREBY ACKNOWLEDGES that Airefrig will rely on and be induced by each representation of the Customer in deciding whether or not to grant credit to and/or to deal with the Customer (any and all such dealings being at all times subject to the **GENERAL TERMS AND CONDITIONS OF TRADE** (available at www.airefrig.com.au) for the time being used by Airefrig and as amended from time to time).

A. WHERE THE CUSTOMER IS A PARTNERSHIP/SOLE TRADER:

	name	address	date of birth	private telephone
Partners' or trader's full name(s) and private address(es)				

B. WHERE THE CUSTOMER IS A COMPANY:

Company name: A.C.N.:
 A.B.N.:

Registered office address: postcode:

Directors' full names:

	name	address	date of birth	private telephone
1.				
2.				
3.				
4.				

C. TRADING DETAILS:

Trading name: A.B.N.:

Business address: postcode:

Delivery Address: postcode:

Address for correspondence: postcode:

telephone: () fax: () Mobile:

Email address:

Would you like invoices/statements: Posted? Emailed? Email address:

Do you require a purchase order number to be quoted on your invoices? Yes No

Trusts:

Is the Customer involved or associated in any way with a Trust?
 Yes No
 If yes, is the Trust a: unit trust family trust other?

Insolvency:

Has the Customer or any partners or directors been insolvent or in any way involved with an insolvency administration (e.g. liquidation, receivership, administration, bankruptcy or personal insolvency agreement etc.)?
 Yes No

Type of business: Date business commenced? How long current owner? ARC Authorisation No:

Name(s) of related entities:

Financial details: bank: branch: phone: ()

Trade references (each must provide credit similar in value to level of credit sought):

company	address	Telephone

GENERAL TERMS AND CONDITIONS OF TRADE (08/12)

To the fullest extent legally permissible all dealings between the customer (including all related and/or associated companies and/or other entities, all successors and/or assigns and in its own capacity and as trustee of each and every trust of which it is trustee) [jointly "the Customer"] and Airefrig Australia Pty Ltd ACN 008 761 573 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as "Airefrig Australia" and/or otherwise ["Airefrig"] relating to any goods and/or services [the "goods" and/or the "services"] are subject to the following terms and conditions ["these Terms"] unless otherwise expressly agreed in writing:

1. Payment: a) Payment shall be made by cash, cheque, bank cheque or EFTPOS, without deduction and within thirty (30) days from the end of the month of purchase, or unless otherwise agreed in writing. b) The Customer agrees to pay an administration fee of 2.5% (or as otherwise nominated by Airefrig) as the liquidated processing cost on credit card payments and/or on payments made outside the credit period stipulated in each invoice or statement.

2. Interest: Airefrig shall be entitled to charge interest on overdue accounts at 1.25% per month until paid in full.

3. Property: a) The Customer agrees that these Terms constitute a "security agreement" for the purposes of the *Personal Property Securities Act 2009* (Cth) ["PPSA"], that Airefrig has and/or will have a "security interest" in respect of all goods and/or services whether present or after acquired for the purposes of the PPSA and that PPSA Sections 125, 130, 132(3)(d), 132(4), 135 & 157 shall not apply to any such security interest. b) Property in goods shall not pass until payment in full of all monies owed by the Customer. c) Airefrig reserves the right to take possession and dispose of goods as it sees fit at any time until full payment. The Customer grants permission to Airefrig to enter any property where any goods are stored with force if necessary. d) Immediately on delivery the Customer accepts liability for the safe custody of goods and indemnifies Airefrig for any related losses. e) On sale or disposition of any goods prior to full payment the Customer agrees to deposit all proceeds in a separate bank account and to not mix proceeds with any other monies and shall forthwith account to Airefrig notwithstanding that Airefrig may have granted any credit facility and/or time to pay. f) Until payment in full the Customer agrees: (i) to keep all goods unpaid for as fiduciary for Airefrig and store all goods in a manner which shows Airefrig as owner; (ii) to only sell goods in the usual course of its business on the basis that all proceeds are held in trust for Airefrig; and (iii) that sale on terms, for less than cost and/or to a related entity of the Customer shall not be "in the usual course". g) Without derogating from any rights of Airefrig as a creditor or under these Terms if goods are used in any construction, fabrication, manufacturing and/or other process ["the Process"] which results in an entitlement of the Customer to receive money from any other person the Customer agrees to hold such part of any monies received by the Customer (or the corresponding book debt owed to the Customer in respect of those monies) as is equivalent to the value of any goods used in the Process as invoiced to the Customer by Airefrig UPON TRUST for Airefrig until payment in full for those goods and all monies owed to Airefrig. h) Nothing in this clause is intended to create a charge and this clause shall be read down to the extent necessary to avoid creating any charge. i) The Customer agrees a certificate signed by an officer of Airefrig and stating certain facts for the purposes of this clause shall be conclusive evidence of each fact stated. j) Airefrig is not obliged to accept the return of goods.

4. Consumer Guarantees & ACL: The Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ["ACL"] provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights the Customer may have under the ACL shall apply notwithstanding any inconsistent provisions in these Terms which shall be read down to the extent necessary to comply with the ACL and which shall otherwise apply to the fullest extent legally permissible.

5. Warranty: a) All goods are sold subject to any applicable manufacturer's warranty, for a period of 12 months; b) Airefrig may satisfy any valid warranty claim by replacing or repairing the goods at its election; c) any warranty shall run from the date of original purchase and not be extended by any replacement or repair; d) the failure of a product during a warranty period does not automatically constitute a warranty claim; e) Airefrig Australia Pty Ltd will not be liable for incorrect application or poor work practices installing and commissioning the product; f) consequential damages, labour and loss of refrigerant are not covered by warranty; and g) all claims will be assessed by Airefrig Australia Pty Ltd or the manufacturer.

6. Limitation of Liability: To the extent permitted by the ACL: a) the Customer agrees to limit any claim to the replacement/repair of the goods (or cost thereof) and/or re-supply of services (or cost thereof); b) Airefrig shall not be liable for: (i) any claim, loss or expense which is made after 30 days from the date of delivery of goods and/or services – after which there shall be deemed to have been unqualified acceptance; (ii) any consequential loss and/or any special and/or punitive damages through any fault of Airefrig or otherwise; and/or (iii) any claim in any way caused and/or contributed to by the Customer and/or any third party.

7. Cancellations and Returns: The Customer agrees: a) not to cancel any order without Airefrig's prior approval; b) not to return goods without Airefrig's prior approval, if goods are not in brand new and unused condition with undamaged packaging and/or if 3 weeks or more have passed since delivery; c) that Airefrig may take back goods in saleable condition on such terms as Airefrig considers to be reasonable; d) to pay Airefrig on request a restocking fee of 15% of the gross invoice value of all returns; e) not to return goods without first providing Airefrig an original invoice as proof of purchase; and f) not to return any goods which have been custom made, custom processed or custom acquired.

8. Quotations: The Customer agrees that: a) quotations must be in writing; b) Airefrig shall not be bound by any quotation if an order is not placed within 30 days from the date of quotation; c) Airefrig may prior to receipt of any order amend any quotation and notify the Customer accordingly without ratification; d) Airefrig shall not be bound by any quotation if it forms the view that the subject matter of the quotation is to form part of a larger transaction or series of transactions with the Customer and if Airefrig also forms the view that those circumstances have substantially and/or materially changed; e) the Customer shall pay any additional charges Airefrig levies for holding any goods referred to in any quotation pending placement of an order.

9. Placement of Orders: The Customer agrees that: a) if any dispute arises concerning any order (including any question of identity, authority or any phone, fax or computer generated order) the internal records of Airefrig shall be conclusive evidence of what was ordered; b) each order placed shall be and be deemed to be a representation by the Customer made at the time that it is solvent and able to pay all of its debts as and when they fall due; c) when placing any order the Customer shall inform Airefrig of any facts which might reasonably affect acceptance of the order by Airefrig and/or any grant of credit and any failure to do so by or on behalf of the Customer shall be deemed to create an inequality of bargaining position, be deemed to constitute the taking of an unfair advantage of Airefrig and to be unconscionable, misleading and deceptive.

10. Supply and Delivery: a) Airefrig may supply by installments and/or withhold or cancel supply without ratification where: (i) Airefrig has insufficient goods to fulfill orders; (ii) goods are not available to supply; (iii) the Customer is in breach of these Terms; (iv) Airefrig has any safety concerns; and/or (v) Airefrig considers it appropriate whether because of any minimum invoice policy or otherwise. b) The Customer agrees that: (i) Airefrig may elect to arrange delivery at its discretion and without any liability and at the cost and responsibility of the Customer in all things; (ii) the Customer shall be deemed to have accepted delivery and liability for goods on being notified by Airefrig that goods are ready for collection and/or on goods being delivered to a carrier or to the Customer's business premises or nominated site whether attended or not; (iii) a certificate purporting to be signed by an officer of Airefrig confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket; and (iv) Airefrig shall not be liable for delay, failure or inability to deliver any goods. c) The Customer agrees: (i) to pay for so much of any forward order as Airefrig invoices from time to time; (ii) that no delay or failure to fulfill any part of any order shall entitle the Customer to cancel or vary any order or delay or reduce any payment; (iii) to pay Airefrig for any demurrage or other costs and expenses in handling and/or holding any goods once ready for delivery and/or collection; and (iv) Airefrig may supply an excess or deficiency

of goods up to 5% of the volume or weight of the amount ordered and the Customer shall pay for the amount so supplied and shall not make any claim against Airefrig for the amount over or under supplied.

11. Purchase Price: a) In the absence of a binding quotation all sales are made at the price nominated by Airefrig at the time of delivery. b) All government imposts, levies and duties (including any GST or equivalent) shall be to the Customer's account. c) Prices exclude government imposts, levies and duties (including any GST or equivalent).

12. Variations: To be binding any variation or cancellation of these Terms or any order must be approved by Airefrig in writing.

13. Exclusions: To the extent permitted by the ACL: a) no dealing between Airefrig and the Customer shall be or be deemed to be a sale by sample; b) The Customer shall rely on its own knowledge and expertise in selecting any goods and/or services for any purpose and any advice and/or assistance given by or for Airefrig shall be at the Customer's risk and shall not be or be deemed to be given as expert or adviser nor to have been relied on by the Customer or anyone claiming through the Customer; c) all goods are sold subject to all applicable trading terms, warranties and representations of the manufacturer; d) Airefrig shall not be responsible nor liable for paying and/or obtaining any necessary judicial, statutory, government and/or utility fees, expenses, orders, approvals, permits and/or licences; e) Airefrig shall not be liable for any goods and/or services: (i) made or performed to designs, drawings, specifications and/or procedures etc. and/or with materials which are provided and/or approved (whether fully or in part) by or on behalf of the Customer; (ii) utilised, stored, handled and/or maintained incorrectly or inappropriately; and/or (iii) manufactured and/or supplied by any other party; f) the Customer agrees to: (i) check all goods for compliance with all applicable laws, standards and/or guidelines before use, on-sale and/or application; (ii) comply with all applicable laws, standards and/or guidelines and with all recommendations and/or directions made and/or given by Airefrig and/or by any manufacturer; and (iii) act in accordance with good practice at all times.

14. Default: a) On default or breach of any part of these Terms by the Customer the full balance of all unpaid monies shall be deemed by this clause to be immediately due and payable (save to the extent that Airefrig expressly directs otherwise in writing) and Airefrig may *inter alia* terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party. b) The Customer agrees not to commence or continue or permit to be commenced or continued through it any suit or Airefrig against Airefrig while the Customer is in default under any part of these Terms or in any of its dealings with Airefrig. c) The Customer agrees to indemnify Airefrig for all fees and expenses payable to solicitors, mercantile (including collection) agents and other parties acting on behalf of Airefrig in respect of anything instituted or being considered against the Customer whether for debt, possession of any goods or otherwise (including without limitation all legal costs on an indemnity basis, collection costs, and debt recovery fees). d) Airefrig may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as Airefrig in its discretion deems appropriate. e) The Customer irrevocably authorises the payment directly to Airefrig of any debt due to the Customer by any debtor of the Customer in reduction of any amount due to Airefrig under these Terms or otherwise.

15. Indemnity: The Customer fully indemnifies Airefrig against any claim or loss arising from or related in any way to any dealing between Airefrig and the Customer and/or arising under these Terms.

16. Intellectual Property: The Customer agrees that all intellectual property in the creation of any goods and/or services shall be and remain the property of Airefrig notwithstanding any contribution by the Customer.

17. Other Terms and Conditions: No terms and conditions sought to be imposed by the Customer upon Airefrig shall apply.

18. Reconditioned Goods: Airefrig shall not be liable for any reconditioning and/or repair of products made and/or supplied by the Customer and/or by any third party.

19. Customer Restructure: The Customer shall notify Airefrig in writing of any change in its structure or management including any change in director, shareholder and/or management and/or any change in partnership and/or trusteeship within 7 days of each change. Until such notice is received the Customer guarantees the performance of all obligations passing to any third party and fully indemnifies Airefrig against all loss (including legal costs on an indemnity basis).

20. Jurisdiction: The parties agree that these Terms, and any claim or dispute arising from these Terms, shall be governed by the law applicable in the State nominated at item 10 in the Application and the Customer agrees to submit to the non-exclusive jurisdiction of the Court's of that State. If no State is nominated then Western Australia shall be deemed to be the nominated State.

21. Credit Limit: Any credit facility or credit limit is an indication only of the intention of Airefrig at the time. Airefrig may vary or withdraw credit at any time at its discretion and without any liability to the Customer or any other party. Upon breach of any of these Terms, the whole of the monies owing by the Customer shall become immediately due and payable.

22. Waiver: An election by Airefrig not to exercise any of its rights on any breach of these Terms shall not constitute a waiver of any rights relating to any other breach.

23. Notice: The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by Airefrig and whether or not the Customer has actual notice.

24. Security For Payment: The Customer hereby grants to Airefrig a general lien over all property of the Customer until payment in full of all monies owing to Airefrig.

25. Force Majeure: Airefrig shall not be in default or in breach of any contract with the Customer as a result of *Force Majeure* including any strike or lock-out.

26. Insolvency: The Customer shall be in default of these Terms if it commits an act of insolvency, appoints an insolvency practitioner and/or calls a formal meeting of creditors.

27. Cylinders: The Customer agrees: a) all gas cylinders remain the property of Airefrig unless sold (subject to clause 3 above) to the Customer, in which case all liability, responsibility and regulatory requirements lay solely with the Customer; b) on request to return cylinders to Airefrig; c) to comply with all regulatory requirements in use and ownership of the cylinders; and d) to indemnify Airefrig for the full replacement cost of any cylinders not returned or damaged and against any liability arising from misuse or non-compliance with any regulations.

28. Severability: Any part of these Terms shall be capable of severance without affecting any other part of these Terms.

29. Set-off: All payments required to be made by the Customer under these Terms will be made free of any set-off, or counterclaim, or without deduction or withholding. Any amounts due to Airefrig from time to time may be deducted from any amounts which may be or may become payable to the Customer by Airefrig.

30. Entire Agreement: The Offer Terms, including these Terms, constitute the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of the Offer Terms are merged in the Offer Terms and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of the Offer Terms or constitutes any collateral agreement, warranty or understanding.

SIGNATURE: Date:/...../.....
(Signed by the Customer or by the Agent for and on behalf of the Customer)

GUARANTEE, INDEMNITY AND CHARGE ["this Agreement"] (04/11)

To AIREFRIG:

1. **We guarantee** payment to Airefrig of all monies and performance of all obligations including any past, present and/or future indebtedness and/or obligation of the **Customer** and/or any of us arising from any past, present and/or future dealing(s) with Airefrig.
2. **We indemnify** Airefrig against all loss and/or damage arising from any past, present and/or future dealing(s) with the Customer and/or any of us including without limitation all legal costs on an indemnity basis, collection costs, and debt recovery fees.
3. **We jointly and severally agree:** (a) that this Agreement constitutes a "security agreement" for the purposes of the *Personal Property Securities Act 2009* (Cth) ["PPSA"], that Airefrig has and/or will have a "security interest" in respect of all goods, services and/or any other property supplied or to be supplied by Airefrig whether present or after acquired for the purposes of the PPSA and that PPSA Sections 125, 130, 132(3)(d), 132(4), 135 & 157 shall not apply to any such security interest; (b) to pay to a stakeholder nominated by Airefrig the amount which Airefrig certifies is payable before being entitled to dispute whether or not that amount is payable; (c) that this Agreement shall remain effective notwithstanding any conduct or event (including any arrangement or deed of company arrangement whether or not agreed to by Airefrig) which but for this clause may have released or varied any obligation of the Customer and/or any of us and even if the Customer and/or any of us execute(s) in favour of Airefrig any later agreement, guarantee and/or security; (d) that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid; (e) that we sign both in our personal capacity and as Trustee of every trust of which we are trustee; and (f) to notify Airefrig within 7 days of any material change in the legal structure and/or management of the Customer including: (i) any sale or disposition of any part of the business of the Customer and/or of any trust of which the Customer is Trustee; (ii) any change in director, shareholder, management, partnership and/or trusteeship; (iii) any new charge, mortgage and/or security given to any supplier and/or financier; and/or (iv) any involvement in any franchised business in any capacity.
4. **Charge:** We charge in favour of Airefrig with payment of all monies owed to Airefrig by the Customer and/or any of us (whether pursuant to this Agreement or otherwise) all our estate and interest in any land and/or in any other assets whether tangible and/or intangible in which we now have any legal and/or beneficial interest and/or in which we later acquire any such interest and we agree to execute on request a registrable mortgage in favour of Airefrig.
5. **Consideration:** Airefrig agrees at its discretion to grant credit from time to time to the Customer and/or to forbear from taking any legal action against the Customer for the time being.
6. **Proper law:** We agree that this Agreement, and any claim or dispute arising from this Agreement, shall be governed by the law applicable in the State nominated at Item 10. of the Application and we agree to submit to the non-exclusive jurisdiction of the Court's in that State. If no State is nominated then we agree that Western Australia shall be deemed to be the nominated State.
7. **Joint and Several guarantors:** If more than one of us is named and/or intended to sign as **Guarantor(s)** we each agree to be bound and liable, jointly and severally, for the full amount owed to Airefrig even if all of us don't sign and whether or not any amount is extinguished and/or compromised in any way. Airefrig may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities and/or securities from any party and/or release

- and/or compromise with any of us and/or any other party without otherwise affecting our joint and several liability to Airefrig. Neither Airefrig nor the Customer is required to sign this Agreement.
8. **Credit limit:** Any credit granted by Airefrig to the Customer is at the discretion of Airefrig and shall not affect our joint and several liability.
9. **Privacy Act:** We hereby consent to Airefrig (subject to its obligations under the *Privacy Act 1988* (Cth)) at any time collecting, using and/or disclosing commercial and/or consumer information about us: (i) which relates to but is not limited to identity, credit history and/or solvency; (ii) for the purpose(s) of assessing creditworthiness, risk and/or solvency and/or enforcing any rights of Airefrig; and/or (iii) by arrangement with any authorised agent(s), credit provider(s) and/or reporting service(s) and the like (including any banker(s), the ASIC, ITSA etc.). Airefrig may refuse to grant credit if any information to which it is entitled is inaccurate or not provided and otherwise agrees to allow us access to all such information. This Agreement may be produced as conclusive evidence of our consent.
10. **Severability:** Any part of this Agreement shall be severable without affecting any other part of this Agreement.
11. **Acknowledgment of liability:** We agree that: (a) the Customer is indebted to Airefrig for an amount which is not less than the sum noted below as at the date noted below; (b) our guarantee is unlimited; (c) Airefrig does not need our consent in providing credit in excess of any credit limit sought and/or imposed; (d) Airefrig may be owed more than any acknowledged debt amount; and (e) all obligations under this Agreement are additional to and do not (save to the extent of any inconsistency) invalidate any obligations any of us may have under any other agreement with Airefrig.
12. **Definitions:** (a) "Airefrig" means each of **THE PARTIES** listed below as "AIREFRIG" jointly and severally; (b) "We" and "us" means any and all of **THE PARTIES** listed below as **Guarantor(s)** and if more than one jointly and severally; and (c) "Customer" means each of **THE PARTIES** listed below as the "Customer" (or if there is no entry the party described as the Customer on Page 1 of any applicable Application for Commercial Credit Account and Security Agreement or the like), all related and/or associated companies, trusts and/or other entities, all successors and/or assigns, each trust of which the Customer is Trustee (unless expressly excluded in writing), any party or parties who acquire, have any beneficial interest in and/or conduct any part of the business of the Customer or any trust of which the customer is Trustee (until notice is given pursuant to sub-clause 3(f) of this Agreement) and each member of any franchise/network group of which the Customer is a member (whether as franchisee, franchisor or otherwise).
13. **Demand:** We agree that our liability to Airefrig arises without any demand by Airefrig upon the Customer and/or any of us.
14. **Stamp duty:** We agree to pay any stamp duty applicable to this Agreement and/or to any document created pursuant to clause 4. of this Agreement.
15. **Attornment:** To give effect to our obligations arising under this Agreement we irrevocably appoint any lawyer for Airefrig as attorney for each of us.
16. **Read and understood:** We have each read and understood this document before signing it (*refer below).

THE PARTIES:

A. AIREFRIG: Airefrig Australia Pty Ltd ACN 008 761 573 and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns whether trading as "Airefrig" and/or otherwise.

B. Customer: (** PLEASE COMPLETE - refer below)
ACN (if applicable)

C. Guarantor(s): 1. (Full name of the first Guarantor – please print)

(Full home address of first Guarantor – please print)

2. (Full name of the second Guarantor – please print)

(Full home address of second Guarantor – please print)

D. Current debt acknowledged: \$

DATED:

SIGNED in accordance with sub-clause 3(e) of this Agreement by the Guarantor(s) in the presence of a witness:

1. **(Sign)**

2. **(Sign)**

1. **(Print Name)**

2. **(Print Name)**

(Signature of first Guarantor)
Signature of Witness

Name of Witness – please print

(Signature of second Guarantor)
Signature of Witness

Name of Witness – please print

* IMPORTANT NOTICE: If you sign this Agreement you may be required to pay someone else's debts. You should ensure that you read and understand all terms of this Agreement. If necessary seek independent legal and financial advice.

** If this section is incomplete for any reason Airefrig may treat as the Customer the party so described on Page 1 of the document headed "APPLICATION FOR COMMERCIAL CREDIT ACCOUNT AND SECURITY AGREEMENT" of which this Agreement can be found on Page 4.