

Payment terms

1. The terms of payment are strictly thirty (30) days (or such other period as nominated by the supplier herein) from the date of invoice and payment is due and payable on that date. Caprari Pumps Australia Pty Ltd ACN 110 203 104 and its related bodies corporate (as that term is defined in the Corporations Act 2001 (Supplier)) may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.

2. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier from time to time, the Supplier will be entitled to charge an administration fee of:

10 percent of the amount of the invoice payable; and
(b) a further 10 percent per annum payable per year, or part thereof, until payment by the Applicant.

Jurisdiction

3. The Applicant acknowledges and agrees that this agreement shall be governed by the laws of South Australia, and the laws of the Commonwealth of Australia which are in force in South Australia.

4. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.

5. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of South Australia and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges

6. The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

7. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

8. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder.

Purpose of credit

9. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

10. Quotations made by the Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only written acceptance by the Supplier of the Applicant's offer shall complete a contract.

11. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.

Delivery

12. The Seller will make all reasonable efforts to have Goods delivered to the Buyer on the date(s) agreed between the parties as the date(s) for Delivery of the Goods but the Seller shall be under no liability whatsoever should Delivery not be made on the said date(s) for whatever reason nor shall the Buyer be entitled to terminate any contract arising therein for such reason. Each Delivery of the Goods or part thereof is a separate contract and the Buyer is bound to accept and make payment for partial deliveries as invoiced by the Seller from time to time.

13. Where the full cost of Delivery is expressly included in the prices contained in the Seller's quotation, price list or sales literature, the Seller will be responsible for the cost thereof and shall deliver the Goods in accordance with the terms of the said quotation, price list and sales literature and using the mode and method of transport normally utilized by the Seller.

14. Where the full cost of delivery is not expressly included in the prices contained in the Seller's quotation, price list or sales literature the Buyer will be responsible for all costs associated with the Delivery of goods.

15. Where the Seller is required to make Delivery, it is agreed and declared that the Seller is not a common carrier and that, in the event of loss or damage to the Goods in transit caused by or resulting from any act, neglect or default attributable to the Seller, the Seller's liability to the Buyer shall be limited to and completely discharged by either the replacement or the repair of the Goods so lost or damaged.

Any claims against the Seller for such loss or damage of the Goods must be made within 30 days from the date of invoice.

16. Delivery to the Buyer shall be deemed to take place:
(a) when the Goods are delivered by the Seller into the

Buyer's custody or into the custody of any person acting on the Buyer's behalf; (b) the Goods are delivered to the Buyer's premises or other destination nominated by the Buyer (whether or not a representative of the Buyer is present at the time); or (c) if the Buyer is responsible for the cost of freight, when the Goods are collected by the carrier nominated by the Buyer.

Return of Goods for Credit

17. The Seller shall not receive or accept Goods for credit unless prior arrangement has been made with, the Seller. This condition shall apply irrespective of the reason for the Buyer wanting to return Goods for credit.

18. Credit will only be given on Goods if:

(a) the Seller has oversupplied or supplied Goods in error; (b) duplication of an order or part thereof has occurred; or (c) the Goods in question have not been specifically manufactured or purchased for the Buyer and the Buyer by written notice to the Seller, cancelled its order for those Goods prior to their dispatch or collection of those Goods.

19. Goods returned with tampered, damaged, or opened packaging will not be eligible for credit.

20. Goods will not be eligible for a credit or exchange after 12 months from the date of original purchase.

21. Goods returned for credit in accordance with this section 7 shall be accepted subject to inspection at the Seller's factory or store. The cost of quality control inspection or analysis, where necessary and a restocking fee of up to a maximum of 20% shall be deducted at the Seller's discretion from its credit note.

22. Any items that require a special build cannot be returned for credit.

Retention of title

23. Title in the goods does not pass to the Applicant until the Applicant has made payment in full for the good and, further, until the Applicant has made payment in full of all other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

24. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the goods with other similar goods.

25. The Applicant shall be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant shall sell as agent and Bailee for the Supplier and the proceeds of sale of the goods shall be held by the

Applicant on trust for the Supplier absolutely.

26. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of clause 25 hereof unless and until the funds held on trust are remitted to the Supplier.

27. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.

28. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 2627. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.

29. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.

30. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the Personal Property Securities Act 2009.

Containers and Pallets

31. Containers and pallets used to deliver the Goods shall remain the property of the Seller and must not be used for any purpose other than the transport of the Goods supplied therein. (This does not include containers whereby a charge is paid by the Seller and the Seller de-hires the said container on dispatch of the Goods).

32. The Buyer shall reimburse the Seller by way of an agreed value for any container or pallet which is lost or damaged while under the Buyer's possession.

33. It shall be the responsibility of the Buyer to provide adequate labour and/or material handling equipment for the loading and unloading of all containers and pallets at the Buyer's premises.

34. The Buyer must, at the Buyer's cost, unless otherwise agreed in writing by the Seller, make his or her own arrangements for the return of empty containers and pallets to the Seller's factory within 28 days after the date of dispatch by the Seller and must advise the Seller of the

expected delivery date of those containers and/or pallets. The Buyer shall mark the containers and/or pallets with the Seller's name and address.

35. Where arrangements are made for empty containers and/or pallets to be collected by the Seller's vehicles, it shall be the Buyer's responsibility to have the containers and/or pallets gathered together at a central point easily accessible for the Seller's vehicles and ready for prompt loading.

Minimum Order Value

36. The Seller reserves the right to introduce minimum order value(s) for any class or classes of Goods and to amend any such value without notice. The Seller reserves the right, at its discretion, to refuse to accept orders which do not satisfy the current minimum order value.

Cancellation of terms of credit

37. The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not.

38. Upon cancellation with or without notice all liabilities incurred by the Applicant become immediately due and payable to the Supplier.

Indemnity

39. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information

40. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.

41. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Corporations

42. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

Trustee capacity

43. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that: the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity; (a) the Applicant has the right to be indemnified out of trust assets; (b) the Applicant has the power under the trust deed to sign this agreement; and (c) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.

44. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

45. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

46. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

47. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver

48. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing. Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA: under section 95 to receive notice of intention to remove an accession; under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law; under section 121(4) to receive a notice of enforcement action against liquid assets; under section 129 to receive a notice of disposal of goods

by the Supplier purchasing the goods;
under section 130 to receive a notice to dispose of goods;
under section 132(2) to receive a statement of account following disposal of goods;
under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
under section 135 to receive notice of any proposal of the Supplier to retain goods;
under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
under section 142 to redeem the goods;
under section 143 to reinstate the security agreement;
and under section 157(1) and 157(3) to receive a notice of any verification statement.

Costs

49. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).

50. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.

The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows. Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 26 and 50.

Secondly, in payment of any interest incurred in accordance with clause 54.

(c) Thirdly, in payment of the outstanding invoice(s).

Taxes and duty

51. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.

52. If as a result of:

- (a) any legislation becoming applicable to the subject matter of this agreement; or
- (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration; the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

Interest rates

53. The interest rate on any outstanding debts is a fixed rate of 15% per annum.

Set-off

54. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.

55. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

56. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

57. In relation to the supply of goods, the Supplier's liability is limited to:

- (a) replacing the goods or supplying similar goods;
- (b) repairing the goods;
- (c) providing the cost for replacing the goods or for acquiring equivalent goods; and
- (d) providing the cost for having the goods repaired.

58. In relation to the supply of services, the Supplier's liability is limited to:

- (a) supplying the service again; or
- (b) providing for the cost of having the services supplied again.

59. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.

The Applicant will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Applicant under the PPSA.

The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.

The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, of the Supplier has cause to



TERMS AND CONDITIONS

CAPRARI PUMPS AUSTRALIA PTY LTD

exercise any of the rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.

60. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the competition and Consumer Act 2012 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

61. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

62. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

63. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.

64. Any proposed variation to these terms and

conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

Consent to register

65. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to affect such registration.

66. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire agreement

67. This agreement constitutes 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 this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

Privacy Act

68. The Applicant agrees to the terms of the Privacy Act 1988 authorisation contained in this document.

The Applicant hereby applies for the opening of an account and provides the above information in support thereof. I am/We are authorised to sign this credit application form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

Trading name

Name (print)	<input type="text"/>	Witness name (print)	<input type="text"/>
Signature	<input type="text"/>	Signature	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>
Date	<input type="text"/>		<input type="text"/>
Name (print)	<input type="text"/>	Witness name (print)	<input type="text"/>
Signature	<input type="text"/>	Signature	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>
Date	<input type="text"/>		<input type="text"/>



TERMS AND CONDITIONS CAPRARI PUMPS AUSTRALIA PTY LTD

FOR COMPLETION BY THE SUPPLIER

The Applicant's credit application is accepted.

Signed for an on behalf of the Supplier by:

_____ (duly authorised officer)

Date: _____

ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS (supplier to nominate)

PRIVACY ACT 1988 AUTHORISATION

To enable the Supplier to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise the Supplier to obtain:

1. from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier (section 18K(1)(a) of the Privacy Act 1988);

2. a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (section 18K(1)(b) of the Privacy Act 1988); and

3. a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Supplier (section 18L (4) of the Privacy Act 1988).

The Applicant authorises the Supplier to provide certain personal information about the Applicant under section 18E(8)(c) of the Privacy Act 1988. The information which may be given to an agency is covered by section 18E(1) of the Privacy Act 1988 and includes:

- 1. the fact that application for credit has been made;
- 2. the fact that the Supplier is a credit provider to the Applicant;
- 3. payments which become overdue more than 60 days;
- 4. advice that payments are no longer overdue;
- 5. cheques drawn by the Applicant in excess of \$100 that have been dishonoured more than once;

6. in specified circumstances, that in the opinion of the Supplier the Applicant has committed a serious credit infringement;

7. that the credit provided to the Applicant by the Supplier has been discharged.

8. We collect personal information to provide and market our products and services and may disclose that information to our contractors who assist us with these activities.

9. We may also disclose personal information to overseas recipients as part of providing our products and services, including to Caprari SpA in Italy.

10. Our Privacy Policy contains information about how you may access or correct information we hold about you, how you can complain about a breach of privacy and how we will deal with such complaints.

11. A copy of our Privacy Policy is available on our website www.caprari.com.au and can be provided on request.

12. If you don't consent to us using your personal information to market our products and services, please tick the following box.

In accordance with section 18N(1)(b) of the Privacy Act 1988, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

DEED OF GUARANTEE & INDEMNITY

To Caprari Pumps Australia Pty Ltd ACN 110 203 104

(Supplier)

Name

Address

Name

Address

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

Jurisdiction

1. The Guarantors acknowledge and agree that this Guarantee and Indemnity is governed by the laws of South Australia, and the laws of the Commonwealth of Australia which are in force in South Australia.

2. The parties to this Guarantee and Indemnity submit to the non-exclusive jurisdiction of the courts of South Australia and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

3. In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

4. The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a Court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.

5. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and shall be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee

and indemnity.

6. Where two or more persons execute this Guarantee and indemnify the guarantees, covenants and obligations in this Guarantee and Indemnity given or undertaken by the Guarantors shall be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier shall be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.

7. The Supplier shall have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, as if the primary liability for any money owing was the Guarantors' own. Further the Suppliers shall have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.

8. This Guarantee and Indemnity shall continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Applicant.

9. This Guarantee and Indemnity is without prejudice to and shall not be affected by nor shall the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:

- (a) any other security taken by the Supplier from the Applicant or from any other person;
- (b) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors or any one or more of the Guarantors;
- (c) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this Guarantee and Indemnity; or
- (d) any person named in this Guarantee and Indemnity as Guarantor failing to execute this Guarantee and Indemnity or failing or ceasing to be bound by the terms of this Guarantee and Indemnity.

Right of subrogation

10. In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors shall not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.

11. In the event of the Applicant going into liquidation, the Guarantors shall be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

Insolvency of Applicant

12. No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the Corporations Act 2001, Bankruptcy Act 1966 or otherwise shall, for the purpose of this Guarantee and Indemnity, be considered as discharging or diminishing the Guarantor's liability and this Guarantee and Indemnity shall continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

Costs

13. The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:

- (a) the account of the Applicant;
- (b) this Guarantee and Indemnity;
- (c) any other security in respect of the indebtedness of the Applicant to the Supplier;
- (d) the preparation, completion and stamping of this deed; or
- (e) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed; and the same shall be part of the monies secured by this deed.

14. The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.

15. The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

Variation

16. The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this Guarantee and Indemnity.

17. The Guarantors agree that this Guarantee and Indemnity shall not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this Guarantee and Indemnity.

Severance

18. If any provision of this Guarantee and Indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

Security/charge

19. The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.

20. The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.

21. This Guarantee and Indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee. Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Personal Property Securities Act

For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the Personal Property Securities Act 2009.

24. The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Privacy Act

22. The Guarantors agree to the terms of the Privacy Act 1988 authorisation contained in this document.



TERMS AND CONDITIONS

CAPRARI PUMPS AUSTRALIA PTY LTD

OFFICE USE ONLY

TRADE REFERENCE:

COMPANY	AVERAGE MONTHLY CREDIT	CREDIT LIMIT	TERMS	PAYMENT RECORD / COMMENTS
1. _____				
2. _____				
3. _____				

CREDIT APPROVED/NOT APPROVED: _____ CREDIT LIMIT: _____

DATE: _____ SIGNATURE OF DIRECTOR: _____