

6B/5 Executive Drive

Burleigh Waters QLD 4220

Tel: +61 487 301 401

Email: credit@winrural.com.au

Web: www.winrural.com.au

APPLICATION FOR COMMERCIAL CREDIT

The Customer applies to the Supplier to supply Goods and/or Services to the Customer on the terms of this Application for Commercial Credit, which incorporates the attached General Terms and Conditions, Privacy Statement, and Deed of Guarantee & Indemnity ("Application").

If this Application is accepted by the Supplier, the Supplier may supply Goods and/or Services to the Customer on the terms and conditions of this Application.

Customer Details

Trading name	<input type="text"/>		
Name of company, trust, person(s) or partnership operating business	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>
Business street address	<input type="text"/>		
Business postal address	<input type="text"/>		
Contact person	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Accounts contact person	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name of bank	<input type="text"/>	Branch	<input type="text"/>
Account no.	<input type="text"/>	BSB	<input type="text"/>
Date business commenced	<input type="text"/>	Nature of business	<input type="text"/>
Average monthly purchases	<input type="text"/>	Credit limit required	<input type="text"/>

Details of Directors/Partners/Sole Trader

Name	<input type="text"/>	DOB	<input type="text"/>
Residential address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>	DOB	<input type="text"/>
Residential address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>

Trade References

Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		

Acknowledgements

The Customer hereby applies for the opening of an account and provides the information in this Application in support thereof.

The Customer acknowledges that the Supplier will not be obliged to consider this Application unless it is properly executed on behalf of the Customer and the Deed of Guarantee & Indemnity is signed by the directors, partners, proprietors or such other relevant persons of, or associated with, the Customer (as applicable).

The Customer acknowledges that receipt by the Supplier of this Application does not mean that credit will be granted and that the Supplier may choose at its discretion to accept or decline this Application.

I/We, the undersigned, acknowledge that I am/we are authorised to sign this Application on behalf of the Customer and warrant that the information given in this Application is true, complete and correct to the best of my/our knowledge.

By signing this Application, the Customer warrants, and the authorised representatives signing on behalf of the Customer (as applicable) warrant, that the Customer has read, understood and agrees to be bound by the acknowledgements, warranties and undertakings contained in this Application (including the General Terms and Conditions)

Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

OFFICE USE ONLY - FOR COMPLETION BY THE SUPPLIER

The Customer's credit application is accepted. Signed for and on behalf of the Supplier.

Signature		Position	
Name (print)		Date	

ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS / 25 DAYS EOM / OTHER: _____
(Supplier to nominate)

GENERAL TERMS AND CONDITIONS

Definitions

- In these general terms and conditions:
 - 'Alliance Agreement'** means an alliance agreement entered into between the Supplier and the Customer in respect of the provision of certain benefits by the Supplier to the Customer on the terms of such agreement.
 - 'Contract'** means a contract between the Supplier and the Customer for the supply of Goods and/or Services comprising of:
 - the Order;
 - the Alliance Agreement (if any);
 - the trading terms applicable to the alliance arrangement the subject of the Alliance Agreement (if any);
 - any credit application form to which these general terms and conditions are attached; and
 - these general terms and conditions,to be read as one document, the contents of which, in the case of ambiguity or inconsistency, will be given precedence in interpretation in the order of paragraphs (a) to (e) above;
 - 'Customer'** means the person, firm, organisation, partnership, corporation, trustee of a trust or other entity (including its successors and permitted assigns) to whom Goods and/or Services are provided by, or via, the Supplier.
 - 'Goods'** means all goods supplied by, or via, the Supplier to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and as are described on the invoices, quotation (if any), work authorisation or any other forms as provided by the Supplier to the Customer.
 - 'GST'** has the meaning given to it by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - 'Insolvency Event'** means, in relation to a party, any of the following events:
 - that party ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
 - that party ceases, or threatens to cease, carrying on its business;
 - a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to that party or any of its assets;
 - that party enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
 - a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of that party; or
 - anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.
 - 'Order'** means a written order from the Customer requesting the supply of Goods and/or Services.
 - 'PPSA'** means the *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it.
 - 'PPSR'** means the Personal Property Securities Register established under the PPSA.
 - 'Price'** means the Price payable for the Goods and/or the Services as determined in accordance with clause 2.
 - 'Services'** means all services supplied by, or via, the Supplier to the Customer (and where the context so permits shall include any supply of Goods as described above).
 - 'Supplier'** means WinFarms Pty. Ltd. ACN 647 450 404 (trading as WinRural) and its related bodies corporate (as that term is defined in the *Corporations Act 2001*).

Price and payment terms

- The Supplier will invoice all Orders at the prices applicable to the Goods and/or Services as published on any e-commerce purchasing platform made available to the Customer, or otherwise as indicated on the Supplier's then current price list (as amended from time to time), at the time of the Order.
- The Customer agrees to pay the Price, without set off or counterclaim:
 - where credit has been provided to the Customer by the Supplier, within twenty-five (25) days from the end of month of invoice (or such other period as nominated by the Supplier in the credit application form, or otherwise agreed, by the Supplier), subject to the clause 19;
 - in such other circumstances, in cleared funds at time of placing the Order or such other period as agreed by the Supplier.The Supplier may, at any time, vary the terms of payment in accordance with these general terms and conditions.
- The Customer must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
- Should the Customer not pay for the Goods and/or Services supplied by the Supplier in accordance with the terms and conditions provided herein, or as agreed in writing by the Supplier and Customer from time to time, after issuing a written demand to the Customer demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of ten (10) percent of the amount outstanding in respect of the Goods and/or Services.
- The Customer acknowledges that the Supplier shall be at liberty to charge a surcharge for credit card transactions equal to the Supplier's costs of processing such transactions.

Purpose of credit

- The Customer acknowledges and agrees that any credit to be provided to the Customer by the Supplier is to be applied wholly or predominantly for business purposes.

Formation of Contracts

- Each time the Customer places an Order with the Supplier, it acknowledges and agrees that, in the event such Order is accepted by the Supplier in accordance with clause 10, a Contract comes into existence between the Customer and the Supplier in relation to that Order on the terms set out and referred to in these general terms and conditions.

- Any quotations for Goods and/or Services provided by the Supplier to the Customer are exclusive of GST (unless otherwise specified in the quotation) and shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. The Supplier, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a Contract in accordance with clause 10.
- Quotations made by the Supplier are estimates only will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, for any reason at its discretion (including without limitation the unavailability of any Goods), any Order in whole or in part. Upon placing an Order with the Supplier, the Customer shall receive written confirmation of receipt of the Order from the Supplier. For the avoidance of doubt, such written confirmation does not mean that the Order has been accepted by the Supplier. An Order (or any part of an Order) placed in accordance with these general terms and conditions shall only be deemed accepted by the Supplier if the Customer has not received written notice from the Supplier rejecting such Order (or such part of the Order) within seven (7) days of the date of written confirmation referred to above in this clause 10. If an Order (or any part of an Order) is rejected by the Supplier under this clause 10 and payment of an Order has been made by the Customer at time of placing the Order, the Supplier will refund the Customer the Price for the rejected Goods within seven (7) days of the date of the notice of rejection.
- Where payment of an Order by the Customer is not required to be made at time of placing the Order in accordance with clause 3, at the Supplier's sole discretion, a deposit may be required for the Order. The deposit amount or percentage of the price due will be stipulated at the time of the Order of the Goods and/or Services and shall immediately become due and payable upon the formation of a Contract in accordance with clause 8. For the purposes of clarity, where a deposit is requested, the Supplier is under no obligation to supply Goods and/or Services until the deposit has been received by the Supplier in cleared funds.

Variations

- Where the Customer requests or directs that any Goods and/or Services be supplied that are not strictly in accordance with the quotation (if any) or the Order, then such Goods and/or Services shall constitute a variation, unless otherwise agreed between the parties.
- The Customer understands and agrees that:
 - all variations must be agreed between the parties in writing prior to the Goods and/or Services being supplied; and
 - all variations shall be, at the Supplier's discretion, invoiced at the rate(s) specified in the quotation, as specifically quoted, or in accordance with the Supplier's current prevailing rates (as amended from time to time).
- Notwithstanding clauses 12 and 13, and subject to any rights the Customer might have under any relevant legislation, the Supplier reserves the right to vary the quoted price if:
 - there is any movement in the cost of supplying the Goods and/or Services specified in the Order (including, without limitation, any actual increase in the costs to the Supplier in manufacturing, procuring, or transporting the Goods, currency fluctuations, and/or actual increases in the labour in connection with the supply of the Goods and/or Services);
 - the Goods and/or Services specified in the Order are varied from the Goods and/or Services specified in the Supplier's quotation; or
 - otherwise as provided for in these terms and conditions.

Orders based on weight or quantity

- Without limiting the generality of clauses 12 to 14, the Supplier acknowledges and agrees that where Goods ordered are based on weights or quantities (**Ordered Amount**), the Supplier may deliver to and charge the Customer a weight or quantity of those Goods more or less than the Ordered Amount (provided it is no more than ten (10) percent more or less of the Ordered Amount) which shall be accepted and paid for by the Customer in full satisfaction of the Supplier's obligations hereunder for the supply and delivery of the Ordered Amount.
- Where the Customer has paid for an Order at the time of placing the Order and the weight or quantity of the Goods to be delivered to the Customer under clause 15 is:
 - more than the Ordered Amount, the Customer shall pay the Price for such additional Goods upon delivery of the Goods;
 - less than the Ordered Amount, the Supplier shall refund the Customer the difference between the Price of the Ordered Amount and the Price of the Goods delivered to the Customer within 7 days of delivery of the Goods.
- Where an amount payable to the Supplier by the Customer for Goods hereunder is based on the weight of the Goods to be supplied by the Supplier, the records of the weight of the Goods generated by the Supplier, or by any government/public weighbridge shall be conclusive evidence of the weight of the Goods supplied.

Orders

- The Customer must place all Orders via the e-commerce purchasing platform, or such other ordering method, made available to the Customer from time to time by the Supplier.
- Without limiting the rights of the Supplier under clause 10 and in circumstances where the Supplier has agreed to provide credit to the Customer, the Supplier will only accept Orders which are within any credit limit approved by the Supplier or such other credit limit determined by the Supplier from time to time. Any Order which would exceed the Customer's approved credit limit will require payment in advance or will otherwise be rejected by the Supplier.
- Unless otherwise agreed in writing between the parties, the Customer may not cancel an Order (or any part of an Order) once placed with the Supplier, delivery of the Goods cannot be deferred and Goods ordered cannot be returned except with the prior written consent of the Supplier and then (subject to clause 33(b)) only upon terms that the Customer reimburse and indemnify the Supplier against all losses it has incurred or may incur as a result of the cancellation, deferral or return, including, without limitation, cartage, bank charges, other incidental expenses incurred on any part of the Order and loss of profits.
- Notwithstanding any other rights the Supplier may have under the Contract, the Supplier may, in its sole discretion, cancel any Order or delivery of any Order, by providing written notice to the Customer if the Customer:
 - defaults in payment of any invoice by the due date;
 - suffers an Insolvency Event; or

- (c) breaches an essential term of the Contract.
22. To the fullest extent permitted by law, the Supplier accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of the Supplier exercising its rights under clause 21.

Delivery

23. The Customer shall be liable for all costs associated with delivery, including freight, insurance, handling, and other charges, unless otherwise agreed in writing.
24. The Customer acknowledges and accepts that any period or date for delivery stated by the Supplier is intended as an estimate only and is not a contractual commitment. The Supplier will use, and will procure any agents to use, reasonable endeavours to effect delivery by the estimated delivery time, but does not guarantee that delivery will be effected by such time. The Supplier will not in any circumstances be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated delivery.
25. Delivery will be made:
- to the address specified in the Order and/or invoice, where delivery is being arranged by the Supplier (or its agent);
 - within normal business hours between Monday to Friday, 8.00am to 5.00pm only (unless otherwise agreed to in writing).
26. Delivery is deemed to occur at the earlier of:
- the Goods being placed at the disposal of the Customer at the Supplier's premises (or its agent's premises) for loading on any collection vehicle by the Customer or any third party on behalf of the Customer;
 - the time of loading of Goods at the Supplier's premises (or its agent's premises) for the purpose of delivery to the Customer.
27. The Customer acknowledges and accepts that the Supplier (or its agent) is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery of the Goods.
28. The Customer accepts that the Supplier (or its agent) may deliver Goods by instalments and to the extent that payment of an Order is not made by the Customer at the time of placing the Order, the Supplier may require payment for each separate instalment in accordance with these terms and conditions.
29. The Customer acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery.
30. The delivery of any Goods will be conducted at the Customer's sole risk and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and to effect at its cost transit insurance (if required), unless otherwise agreed by the Supplier (or its agent).

Returns

31. The Customer must inspect the Goods immediately upon delivery and must within seven (7) days after the date of inspection give written notice to the Supplier with particulars, of any claim that the Goods are not in accordance with the Contract. Further, the Customer must, upon request from the Supplier, allow the Supplier (or its duly authorised agent) to enter upon any premises occupied by the Customer to inspect the Goods that are subject of the claim. If the Customer fails to give notice or refuses to allow the Supplier (or its duly authorised agent) to inspect the Goods, then to the extent permitted by law, the Goods must be treated as having been accepted by the Customer (and the Customer shall have no claim against the Supplier for damage or non-conformity of the Goods with these terms and conditions or any agreement between them) and the Customer must (to the extent that payment of the Goods has not already been made in full to the Supplier by the Customer) pay for the Goods in accordance with these terms and conditions.
32. The Customer cannot return Goods to the Supplier without the written agreement of the Supplier. To the extent permitted by law, Goods that have been specifically produced or purchased by the Supplier (or its duly authorised agent) at the Customer's request cannot be returned in any circumstances.
33. After inspection has taken place as provided for by clause 31 (but subject to clause 32):
- if the Supplier (or its duly authorised agent) reasonably determines that:
 - the Goods are not damaged; or
 - the Goods were damaged by the Customer or the Customer failed to take reasonable steps to prevent the Goods from becoming damaged; and
 - the Goods are otherwise in conformity with these terms and conditions,
 the Customer is deemed to have accepted the Goods and the Supplier is entitled to the Price.
 - if the Supplier (or its duly authorised agent) reasonably determines that:
 - the Goods are damaged; and
 - the Goods were not damaged by the Customer and the Customer did not fail to take reasonable steps to prevent the Goods from becoming damaged; or
 - the Goods are otherwise not in conformity with these terms and conditions,
 the Customer is entitled to any one or more, at the option of the Supplier:
 - the replacement of the Goods or the supply of equivalent Goods;
 - the repair of the Goods;
 - the payment of the cost of replacing the Goods or acquiring equivalent Goods;
 - the payment of the cost of having the Goods repaired.
34. Where Goods are the subject of a notice under clause 31:
- The Customer must leave the Goods in the state and condition in which they were delivered until such time as the Supplier (or its duly authorised agent) has inspected the Goods; and
 - such inspection must be carried out within a reasonable time after notification by the Customer.

35. The Customer acknowledges and agrees that any return, other than a return due to a default by the Supplier under the Contract or as otherwise permitted by law, will incur a handling and administration charge of ten (10) percent of the purchase price of the returned Goods.
36. Unless otherwise agreed in writing between the parties, the Customer must pay all costs associated with the return of any Goods (either to the Supplier (or its agent) or from the Supplier (or its agent) to the Customer or any third party) including freight, insurance, handling and other charges. Goods to be returned to the Supplier must be unsoiled, undamaged, packed and wrapped appropriately and must include all original packaging and documentation. The Supplier accepts no liability for any damage that occurs to any Goods in return transit.

Risk

37. Risk of damage to or loss of the Goods passes to the Customer on delivery and the Customer must insure the Goods on or before delivery against all losses which may be sustained as a result of the loss, damage or destruction of the Goods or any part thereof by accident, theft, fire, flood, negligence and such other insurable causes as may be available and shall include the Supplier as co-insured.
38. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods to the extent of the indebtedness of the Customer to the Supplier. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquires.
39. If the Customer requests that Goods are delivered either to an unattended location, left outside, or are left outside the Supplier's premises (or its agent's premises) for collection, the Customer acknowledges that the Supplier (or its agent) will deliver the Goods as requested at the Customer's sole risk.

Retention of title

40. Until such time as the Customer has paid to the Supplier in full all money payable by the Customer to the Supplier (whether in respect of money payable under a Contract or on any other account whatsoever):
- title in all Goods remains with the Supplier (or its agents (as applicable)) and does not pass to the Customer;
 - the Customer must not, except to the extent permitted by clause 40(d) below:
 - create or allow any interest in, or dispose or part with possession of, Goods;
 - allow Goods to be taken outside of Australia;
 - allow Goods to become an accession to or commingled with any other property; or
 - grant any security interest in respect of accounts owed to it in relation to Goods, without the Supplier's prior written consent;
 - the Customer must keep and store the Goods in such a manner that they can be clearly identified as the property of the Supplier, and will not mix the Goods with other goods; and
 - the Customer may, while it complies with this agreement and each Contract:
 - sell and dispose of Goods to bona fide customers and unrelated third parties on arm's length terms; and
 - use the Goods for their stated or ordinary commercial purpose,
 provided it does so in the ordinary course of its ordinary business;
 - if the Customer sells or disposes of Goods, it does so as agent and trustee of the Supplier and must hold the proceeds of sale on trust for the Supplier; and
 - the Customer must pay all monetary proceeds into a separate account until they are paid to the Supplier, and must not mix them with any other amount or use them to pay a debt.
41. In clause 40, the term 'Goods' includes the original Goods supplied and the proceeds of dealings with those Goods.

Personal Property Securities Act

42. The Customer undertakes to do anything that is required by the Supplier to ensure that the Supplier's security position, and rights and obligations, are not adversely affected by the PPSA.
43. Unless the Customer has obtained the Supplier's prior written consent, the Customer undertakes not to create or purport to create any security interest in the Goods, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party.
44. The Customer:
- waives its right under section 157 of the PPSA to receive a copy of the verification statement from the Supplier;
 - agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
 - agrees that to the maximum extent permitted by the PPSA, the following provisions of the PPSA will not apply and the Customer will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
45. The Customer agrees that it will, if requested by the Supplier, sign any documents, provide any information or do anything else the Supplier requests, to ensure that any security interest created in the Supplier's favour is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA with the highest priority possible.
46. Notwithstanding section 275 of the PPSA, the parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by law to disclose such information.
47. The Customer irrevocably grants to the Supplier and its representatives the right to enter upon the Customer's property or premises for the purposes of inspecting, seizing or otherwise enforcing the Supplier's

- rights in respect of Goods or any other property the subject of a security interest granted by the Customer in its favour and without being in any way liable to the Customer or to any third party, and the Customer shall reasonably indemnify the Supplier from any claims made by any third party as a result of such exercise. If the Supplier seizes or retakes possession of any Goods or other property, it may deal with them as it thinks fit.
48. The Customer will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 47 where the Customer is otherwise in default of these terms and conditions. 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 Customer against the Supplier, its employees, servants or agents.
49. The Customer agrees to accept service of any document required to be served, including any notice under the Contract 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 Customer or the Customer's authorised representative.
50. The Customer further agrees that where the Supplier has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
- Security/charges**
51. The Customer charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with payment of all monies which are now or in the future become owing to the Supplier whether pursuant to these terms and conditions or otherwise until all such monies are paid in full by the Customer.
52. The Customer charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with payment of all monies which are now or in the future become owing to the Supplier whether pursuant to these terms and conditions or otherwise until all such monies are paid in full by the Customer.
53. As security for the payment of the amount of its indebtedness to the Supplier from time to time, the Customer irrevocably appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Customer's name and as the Customer'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 Customer may own in any Land Titles Office in any state or territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Customer (in the event that there is no default by the Customer in carrying out its obligations hereunder).
54. Where the Customer has previously entered into an agreement with the Supplier by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the PPSA) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Customer under this agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect the terms herein.
- Cancellation of terms of credit**
55. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.
56. Notwithstanding clause 55, if the Customer defaults in the payment of any amount due to the Supplier pursuant to the Contract and does not cure such default within seven (7) days after being given notice of such default, the Supplier may terminate the Contract (to be effective immediately) upon notice to the Customer.
57. Upon the withdrawal of credit in accordance with clause 55, or upon termination of the Contract in accordance with clause 56, all liabilities incurred by the Customer become immediately due and payable to the Supplier.
58. For the avoidance of doubt, termination of the Contract will not affect:
- the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
 - the rights and/or obligations pursuant to the Contract which by their nature are intended to survive termination of the Contract.
- Provision of further information**
59. The Customer undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
60. If the Customer 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 its directors to sign a guarantee and indemnity.
- Corporations**
61. If the Customer is a corporation, the Customer warrants that all of its directors have signed, or have otherwise approved the signing by authorised officers or representatives of the Customer of, the Contract (including any credit application) and acknowledges that all of its directors may be required to enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.
- Trustee capacity**
62. If the Customer is the trustee of a trust (whether disclosed to the Supplier or not), the Customer warrants to the Supplier that:
- the Customer enters into the Contract (including any credit application) in both its capacity as trustee and in its personal capacity;
 - the Customer has the right to be reasonably indemnified out of trust assets;
- the Customer has the power under the trust deed to sign the Contract (including any credit application); and
 - the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier and having the new or additional trustee sign an agreement on substantially the same terms as the Contract (including any credit application);
 - the Australian Business Number (if any) assigned to the undertaking or business of the trust is included in the credit application form to which these general terms and conditions are attached or it has otherwise notified such Australian Business Number to the Supplier in writing.
63. The Customer must give the Supplier a copy of the trust deed upon request.
- Partnership**
64. If the Customer enters into the Contract (including any credit application) in its capacity as a partnership, the Customer warrants that all of the partners have signed the Contract (including any credit application) and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.
65. If the Customer 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**
66. If the Customer becomes insolvent, to the extent permitted by law, the Customer remains liable under the Contract for payment of all liabilities incurred hereunder. The Customer remains liable under the Contract even if the Supplier receives a dividend or payment as a result of the Customer being insolvent.
- Indemnity**
67. The Customer agrees to indemnify the Supplier (including, for the avoidance of doubt, its officers, employees, agents and authorised representatives) in respect of all liability, claims, damage, loss, costs and expenses (including collection costs, debt recovery fees, and legal costs on an indemnity basis) that the Supplier may suffer or incur at any time, directly or indirectly, as a result of:
- damage to property or death of, or injury to, any person caused directly or indirectly by the Goods;
 - any claim against the Supplier in relation to any incident concerning the Goods or their use, operation, or storage; or
 - any default by the Customer in the performance or observance of the Customer's obligations under these terms and conditions;
 - claims against the Supplier by third parties (including wholesale suppliers of the Goods to the Supplier) as a result of a breach of a Contract by the Customer or the Customer's insolvency.
68. The Customer's liability to indemnify the Supplier under clause 67 will be reduced proportionally to the extent only that:
- any negligent act or omission by the Supplier or a breach of the Supplier's obligations under these terms and conditions has contributed to the liability, claim, damage, loss, cost or expense which is the subject of the indemnity; or
 - these terms and conditions make the Supplier specifically liable for any cost or expense or rectifying or repairing any defect in, malfunction of or damage to the Goods.
69. The Customer's liability to indemnify the Supplier is a continuing obligation separate and independent from the Customer's other obligations and survives termination of the Contract.
70. It is not necessary for the Supplier (or any of its officers, employees, agents and/or authorised representatives) to incur any expense or make any payment before enforcing its rights of indemnity conferred by these terms and conditions.
- Costs**
71. The Customer must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Customer under the Contract. The Customer must also pay for all stamp duty and other taxes payable on the Contract (if any).
72. The Customer will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.
73. Subject to clauses 74 and 75, payments by, or on behalf of, the Customer will be applied by the Supplier as follows:
- firstly, in payment of any and all collection costs and legal costs in accordance with clauses 39, 48, 67, and 72.
 - secondly, in payment of any interest incurred in accordance with clause 78.
 - thirdly, in payment of the outstanding invoice(s), or part thereof in an order determined by the Supplier in its absolute discretion.
74. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 73 herein.
75. Payments allocated (and/or reallocated) under clause 73 and/or 74 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.
- Taxes and duty**
76. The Customer must pay GST on any taxable supply made by the Supplier to the Customer under the Contract. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
77. If as a result of:
- any legislation becoming applicable to the subject matter of the Contract; or
 - 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 Customer, then the Customer must pay the Supplier these additional amounts on 48 hours' written demand.

Interest rates

78. The interest rate on any outstanding debts is five percent (5%) per annum above the rate charged from time to time by the Supplier's principal banker for unsecured overdrafts of less than \$100,000, which interest will accrue and be recoverable each day or part thereof that the debt remains outstanding.

Agency subcontracting and assignment

79. The Supplier may engage an agent or subcontractor without the approval of the Customer to perform all or any of its obligations under these terms and conditions.

80. The Customer may not assign its rights or obligations under these terms and conditions without the written consent of the Supplier. The Supplier may assign its rights and obligations under the Contract by providing written notice of such assignment to the Customer.

Waiver

81. A waiver of any provision or breach of the Contract by the Supplier shall only be effective if made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of the Contract by the Customer shall only be effective if made by the Customer's authorised officer in writing. If the Supplier or the Customer elect not to enforce its rights arising as a result of a breach of these terms and conditions, that will not constitute a waiver of any rights relating to any subsequent or other breach.

Set-off

82. All payments required to be made by the Customer under the Contract will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Customer in writing or as required by law.

83. 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 Customer by the Supplier.

Limitation of liability

84. In relation to the supply of Goods, to the fullest extent permitted by law, the Supplier's liability to the Customer for any loss, damage or injury, whether under contract, in tort, pursuant to statute or otherwise, is limited to, at the Supplier's discretion, to any one or more of the following:

- (a) the replacement of the Goods or the supply of equivalent Goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
- (d) the payment of the cost of having the Goods repaired.

85. In relation to the supply of Services, to the fullest extent permitted by law, the Supplier's liability to the Customer for any loss, damage or injury, whether under contract, in tort, pursuant to statute or otherwise, is limited to, at the Supplier's discretion, to any one or more of the following:

- (a) the supply of the Services again; or
- (b) providing for the cost of having the Services supplied again.

86. The Supplier is not liable for loss of profit, economic or financial loss, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer as a result of the Goods and/or Services supplied under these terms and conditions.

87. All terms, conditions, warranties, indemnities and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in these terms and conditions are hereby expressly excluded and, to the extent they cannot be excluded, the Supplier disclaims all liability in relation to them.

Liability of parties

88. If two or more parties are included within the same defined term in these terms and conditions:

- (a) these terms and conditions have separate operation in relation to each of them;
- (b) a liability or obligation of those persons under these terms and conditions is a joint liability or obligation of all of them and a several liability or obligation of each of them; and
- (c) a right given to those parties under these terms and conditions is a right given severally to each of them.

Force majeure

89. The Supplier is not liable to the Customer for any delay or failure to perform its obligations pursuant to these terms and conditions if such delay or failure to perform is due to force majeure being a circumstance beyond its reasonable control, including strikes, lockouts, fires, floods, storm, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, disease or pandemic, government intervention or regulation, acts of God or any other activity beyond the Supplier's control.

Severance

90. If any provision of the Contract 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.

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

Variation of agreement

92. The Customer 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 Customer. Subject to clause 93, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Customer.

93. If the Customer does not agree with the variation(s) proposed by the Supplier, it must notify the Supplier in writing within fourteen (14) days from receipt of the written notice that the variation(s) is/are not agreed to. The Supplier and/or the Customer will then be at liberty to suspend/withdraw credit facilities until such time as agreement can be reached between the parties regarding the proposed variation(s). Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction by the Supplier without notification.

94. Any proposed variation to these terms and conditions by the Customer must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

95. Variations requested by the Customer will only be binding upon the Supplier if they are in writing signed by an authorised officer of the Supplier.

Jurisdiction

96. The Customer acknowledges and agrees that the Contract will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.

97. The parties to the Contract submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Entire agreement

98. The Contract constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Customer in writing.

Privacy

99. The Supplier will use all information collected from you in accordance with the Supplier's privacy policy and any applicable privacy statement. A copy of the Supplier's privacy policy is available on the Supplier's website (www.winrural.com.au) or from the Supplier upon request.

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988 (Act)*.
2. The terms of this statement operate concurrently with any pre-existing privacy and credit reporting policy or privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Customer and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Customer and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate.
7. The Customer and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Customer and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Customer and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Customer and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Customer's and/or Guarantor(s)' right to request limitations to the use of their information.

Equifax Australia
Level 15, 100 Arthur Street
NORTH SYDNEY NSW 2060
Tel: 1300 921 621

Creditor Watch
Level 13, 109 Pitt Street
SYDNEY NSW 2000
Tel: 1300 501 312

NCI
Level 2, 165 Grenfell St
ADELAIDE SA 5000
Tel: 1800 882 820

Illion
Level 2, 143 Coronation Drive
MILTON QLD 4064
Tel: 07 3360 0600

Experian
Level 6, 549 St Kilda Road
MELBOURNE VIC 3004
Tel: 03 9699 0100

9. The Supplier may disclose Information to, and about them and the Customer and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
11. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Customer and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

DEED OF GUARANTEE & INDEMNITY

To **WinFarms Pty. Ltd. ACN 647 450 404 (trading as WinRural) and its related bodies corporate** **(Supplier)**

Name of Guarantor		Address	
Name of Guarantor		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 Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
2. The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland 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 Customer at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time or services provided or to be provided, 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 Customer 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 Customer 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 Customer to make due payment of any money owing to the Supplier whether for goods sold, services provided or otherwise or to observe the terms of any agreement between the Customer and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Customer or any Guarantor and whether successful or not or whether frustrated by the Customer or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Customer 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 will be a continuing guarantee and indemnity and will 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 Customer or the Guarantors, or deemed to be held on trust by the Customer for the Supplier, and will 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 indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will 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 will have the right to enforce this guarantee and indemnity, irrespective of whether the Supplier has sought to recover the amounts guaranteed from the Customer and with or without notice to the Customer, as if the primary liability for any money owing was the Guarantors' own. Further, the Supplier may proceed against the Guarantors (or any one of them) notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
8. This guarantee and indemnity will continue in force until such time as the Supplier releases all of the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Customer.
9. This guarantee and indemnity is without prejudice to and will not be affected by nor will 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 Customer or from any other person;
 - (b) any waiver or indulgence, whether as to time or otherwise, given to the Customer 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 a Guarantor making any payment in respect to an obligation of the Customer whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Customer unless and until the Supplier has been paid in full.
11. In the event of the Customer going into liquidation, the Guarantors will be prohibited from proving in competition with the Customer unless and until the Supplier has been paid in full.

Insolvency of Customer

12. No sum of money which the Customer 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 Customer by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Customer.

Costs

13. The Supplier is at liberty from time to time to charge the account of the Customer with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
 - (a) the account of the Customer;
 - (b) this guarantee and indemnity;
 - (c) any other security in respect of the indebtedness of the Customer 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 will 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. As security for the payment of the amount of the indebtedness to the Supplier from time to time, the Guarantors irrevocably 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 Customer 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 will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Customer, 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, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with all monies which are now or in the future become owing by the Guarantors to the Supplier, including 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, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with all monies which are now or in the future become owing by the Guarantors to the Supplier, including all amounts referred to in clauses 3 and 4.
21. This guarantee and indemnity secures the repayment of all monies owed by the Customer whatsoever, and this deed constitutes the entire guarantee.
22. 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 and will secure all indebtedness and obligations of the Guarantors under 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

23. 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.

Service of notices

25. The Guarantors agree 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 Guarantors or the Guarantors' authorised representative.

Privacy Act

26. The Guarantors agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* contained in this document.

Executed as a deed on (date)

Signed, sealed, and delivered by the Guarantor	Signature	
	Name (print)	
	Position	
	Witness signature	
	Witness name (print)	
Signed, sealed, and delivered by the Guarantor	Signature	
	Name (print)	
	Position	
	Witness signature	
	Witness name (print)	