



CREDIT APPLICATION

This Credit Application (**Application**) is submitted to Alltek Welding Pty Ltd (ACN 122 929 579) (**Alltek**) by the Customer and the Guarantor(s) named below. By submitting this Application, upon acceptance by Alltek, an agreement (**Agreement**) shall subsist between the Customer and Alltek on the terms contained in this Application and the Terms and Conditions as annexed to this Agreement or published on Alltek's website from time to time, which can be accessed at www.Alltek.net.au (**Agreement Terms**). In the event of any inconsistency between the Agreement Terms and this Application or any terms presented by the Customer to Alltek, then the terms contained in the Agreement Terms shall prevail. In consideration for Alltek agreeing to accept the Customer's offer and to sell the Products on credit to the Customer, the Guarantor(s) (if any) jointly and severally agree to guarantee the due and punctual performance of the Customer's obligations to Alltek pursuant to the terms of the Guarantee and Indemnity annexed to this Application.

CUSTOMER DETAILS	
Name	
Trading as Trustee of a Trust?	(Circle) Yes No
ACN	
ABN	
Trading as	
Address	
Telephone	
Authorised Signed Primary Contact	
Email	

TRADE REFERENCES (minimum 6 months trade)			
Company Name	Telephone	Fax	Email Address
1.	()	()	
2.	()	()	
3.	()	()	



GUARANTOR DETAILS	
Name:	
Address:	
Date of Birth:	
Driver's Licence No.:	
Telephone:	
Email:	

CREDIT TERMS AND CONDITIONS
<p>This credit Agreement is to be read in conjunction with the Alltek Terms and Conditions. The Customer, if it is a company, must procure the delivery to Alltek of the Guarantee and Indemnity, properly executed by such guarantors as required by Alltek in its absolute discretion, but which would ordinarily be each of the directors of the Customer. Alltek shall be entitled to withhold the provision of credit until such time as the fully executed Guarantee and Indemnity has been delivered to Alltek by each person required by Alltek to execute same. If Alltek approves the Customer's application for credit, this Agreement remains in force until the credit facility covered by the Customer's application ceases.</p>

ACKNOWLEDGEMENT & AGREEMENT OF CUSTOMER
<p>The Customer acknowledges that, prior to signing this Agreement, it has read the Alltek Terms and Conditions and that it understands and agrees to be bound by the terms contained in them, having had an opportunity to seek independent legal advice in respect of them.</p>

ACKNOWLEDGEMENT & AGREEMENT OF GUARANTOR(s)
<p>The Guarantor/s acknowledge that prior to signing this Agreement to jointly and severally guarantee the obligations of the Customer under it, they have read and understood the Alltek Terms and Conditions and the terms set out in the Guarantee and Indemnity ('Guarantee'), and that they understand and agree to be bound by them (to the extent that such terms apply to the Guarantor/s), having had the opportunity to seek independent legal advice in respect of them.</p>

EXECUTED AS AN AGREEMENT

NAME:	ACN:
Director Signature:	Director Signature:
Name:	Name:
Date:	Date:



GUARANTEE AND INDEMNITY

TO: Alltek Welding Pty Ltd (ACN 122 929 579) (Alltek):

IN CONSIDERATION of Alltek agreeing to provide Products on credit to the Customer each Guarantor named in the Customer's Credit Application unconditionally and irrevocably GUARANTEES to Alltek the due and punctual payment of all debts and monetary liabilities including without limitation sums of money, interest, costs, damages, charges and expenses which are, or which may become payable by the Customer to Alltek on any account and in any capacity ('the Guaranteed Moneys') and, as a separate and independent obligation, agrees to indemnify and keep Alltek indemnified from and against any claim, action, loss, damage, cost, expense, outgoing or payment suffered, paid or incurred by Alltek in relation to the non-payment or non-recovery of the Guaranteed Moneys.

THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES that this Guarantee and Indemnity ('the Guarantee') is given upon and subject to the following conditions:-

- (a) THAT in the event of the Customer failing to pay Alltek any Guaranteed Moneys the Guarantor will immediately pay such monies to Alltek.
- (b) THAT in the event of the Customer failing to carry out or perform any of its obligations the Guarantor will immediately carry out and perform the same.
- (c) THE Guarantor shall be deemed to be jointly and severally liable with the Customer (in lieu of being merely a surety for it) for the payment of the Guaranteed Moneys and it shall not be necessary for Alltek to make any claim or demand on or to take any action or proceedings against the Customer before calling on the Guarantor to pay the Guaranteed Moneys or to carry out and perform the obligations herein contained.
- (d) THAT no time or other indulgence whatsoever that may be granted by Alltek to the Customer shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to Alltek have been paid and all obligations have been performed.
- (e) THAT the Guarantor must pay to Alltek all expenses and legal costs (on a solicitor/own client basis) that Alltek incurs in enforcing this Guarantee.
- (f) THAT all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction.
- (g) THAT a certificate issued by Alltek stating the amount of any Guaranteed Moneys owing by the Customer or the Guarantor shall be conclusive evidence of such amounts owing by the Customer or the Guarantor.
- (h) THAT until Alltek has received one hundred cents in the dollar in respect of the Guaranteed Moneys, the Guarantor agrees that in the event of any bankruptcy or other administration of the Customer or any winding up or scheme of arrangement of the Customer, the Guarantor will not without the prior consent of Alltek lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever nor enforce any security held by the Guarantor in respect of the Customer, and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for Alltek.
- (i) THAT this Guarantee shall be a continuing obligation of the Guarantor and that the Guarantor's obligations are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, irrespective of any rule of law or equity to the contrary including but not limited to:



- (i) any arrangement with or release of the Customer or any other guarantor or person by Alltek or by operation of law, whether the consent of the Guarantor is obtained or notice given to the Guarantor or not, or any omission or delay on the part of Alltek;
 - (ii) the fact that the Guaranteed Moneys or any part of those monies may cease to be payable by the Customer or any other guarantor;
 - (iii) the failure of any other person named as a party to this Guarantee, including another guarantor, to execute this document;
 - (iv) any claim the Customer or the Guarantor may have against Alltek;
 - (v) an increase in the Guaranteed Moneys;
 - (vi) the fact that any credit was provided by Alltek to the Customer before this Guarantee was signed; or
 - (vii) the granting of any time, waiver, credit, indulgence, concession to or composition with, release or discharge by novation of the Customer, any guarantor or any other person whatsoever by Alltek.
- (j) THAT the Guarantor represents and warrants that the execution delivery and performance of this Guarantee will not violate any provision of any existing law or of any regulation order or decree of any governmental agency court or jurisdiction to which it is subject, or of any mortgage contract or other undertaking to which they are a party or which is binding upon them or any of their assets.
- (k) THAT the Guarantor has had sufficient opportunity to seek independent legal advice in respect of this Guarantee and Indemnity.
- (l) THAT in the event of any provision of this Guarantee being illegal for any reason, such provision will be severed from this Guarantee without affecting the remaining provisions.



SIGNED SEALED AND DELIVERED)
BY THE SAID GUARANTOR)
IN THE PRESENCE OF:)

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Guarantor Signature

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Witness Signature

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Guarantor Name

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