

Credit Application

INTRODUCTION

This agreement constitutes a Security Agreement Pursuant to the Personal Property Security Act 1009 (PPSA).

- Completing a Credit Card Application does not indicate that credit will be granted.
- The company reserves the right to refuse credit to any Applicant without explanation.
- The company reserves the right to suspend or withdraw cred facilities at anytime without notice.

PLEASE NOTE:

1. Where a company acts as, or is part of, a Trust/Nominee company, the provision of guarantees from the Trust Beneficiary / Beneficiaries is required to process this application.
2. To avoid any delays In processing of this application, please ensure that all relevant Information Is completed and the application form is signed by an Authorised Representative and that the application is sent by email to Revolution by Design Accounts Receivable Department.
3. In accordance with s.18E(8)(c) of the Privacy Act 1988, the Credit Applicant acknowledges that Revolution by Design has informed that certain Items of personal Information about the Credit Applicant contained In/or relating to the Credit Applicant's Application For Credit and permitted to be kept on a credit Information file might be disclosed to a credit reporting agency. Furthermore, the Credit Applicant agrees, In accordance with s.18H(3), s.18K(1)(b), s.18K(1)(c), s.18K(1)(h) and s.18N(1)(b) of the Privacy Act 1988 that use of the relevant Information referred to In those sections may occur for the purpose of assessing the Credit Applicant's credit application.

PLEASE SEND COMPLETED FORMS TO: AR@REVBYDESIGN.COM.AU

FOR OFFICE USE ONLY

ACCOUNT NAME	
ACCOUNT NUMBER	
APPROVED CREDIT LIMIT	CUSTOMER TIER
BENDEX ACCOUNT NUMBER	DELIVERY TIER
AUTHORISED BY <small>PRINT NAME</small>	
SIGNATURE	DATE

1 BENDEX LOG IN	PASSWORD	<input type="checkbox"/> CUSTOMER ADVISED
2 BENDEX LOG IN	PASSWORD	<input type="checkbox"/> CUSTOMER ADVISED
3 BENDEX LOG IN	PASSWORD	<input type="checkbox"/> CUSTOMER ADVISED
ADDITIONAL BENDEX LOG IN	PASSWORD	<input type="checkbox"/> CUSTOMER ADVISED

Credit Application

COMPANY INFORMATION

TYPE OF BUSINESS <input type="checkbox"/> PRIVATE COMPANY <input type="checkbox"/> COMPANY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE TRADER <input type="checkbox"/> OTHER <input type="checkbox"/> TRUST		
FULL COMPANY NAME		
NAME OF TRUST (IF APPLICABLE)		
REGISTERED AND / OR TRADING NAME		
COMMENCEMENT DATE OF CURRENT OWNERSHIP		
NATURE OF BUSINESS		
A.B.N.	A.C.N	
REGISTERED ADDRESS		
	STATE	POSTCODE
TRADING ADDRESS		
	STATE	POSTCODE
POSTAL ADDRESS		
	STATE	POSTCODE
PHONE	EMAIL	

DIRECTOR, SOLE TRADER, PROPRIETORS OR PARTNERS DETAILS

FULL NAME		
ADDRESS		
	STATE	POSTCODE
RESIDENCE <input type="checkbox"/> MORTGAGED <input type="checkbox"/> RENTING <input type="checkbox"/> OWNED		
PHONE	DATE OF BIRTH	
EMAIL		
DRIVERS LICENCE NUMBER	DRIVERS LICENCE EXPIRATION DATE	
BUILDERS LICENCE NUMBER		
NAME ON BUILDERS LICENCE		

Credit Application

DIRECTOR, SOLE TRADER, PROPRIETORS OR PARTNERS DETAILS

FULL NAME		
ADDRESS		
	STATE	POSTCODE
RESIDENCE	<input type="checkbox"/> MORTGAGED	<input type="checkbox"/> RENTING <input type="checkbox"/> OWNED
PHONE	DATE OF BIRTH	
EMAIL		
DRIVERS LICENCE NUMBER	DRIVERS LICENCE EXPIRATION DATE	
BUILDERS LICENCE NUMBER		
NAME ON BUILDERS LICENCE		

FULL NAME		
ADDRESS		
	STATE	POSTCODE
RESIDENCE	<input type="checkbox"/> MORTGAGED	<input type="checkbox"/> RENTING <input type="checkbox"/> OWNED
PHONE	DATE OF BIRTH	
EMAIL		
DRIVERS LICENCE NUMBER	DRIVERS LICENCE EXPIRATION DATE	
BUILDERS LICENCE NUMBER		
NAME ON BUILDERS LICENCE		

ACCOUNTS INFORMATION

ACCOUNTS PAYABLE CONTACT NAME	ACCOUNTS PAYABLE WORK PHONE
ACCOUNTS PAYABLE EMAIL	
FINANCIAL CONTROLLER CONTACT NAME	FINANCIAL CONTROLLER WORK PHONE
FINANCIAL CONTROLLER EMAIL	

Credit Application

CREDITS REFERENCES (PLEASE SUPPLY THREE (3) CURRENT TRADE REFERENCES)

1	SUPPLIER NAME
	CONTACT NAME
	EMAIL ADDRESS
2	SUPPLIER NAME
	CONTACT NAME
	EMAIL ADDRESS
3	SUPPLIER NAME
	CONTACT NAME
	EMAIL ADDRESS

ESTIMATED CREDIT REQUIRED

NOTE: FAILURE TO COMPLETE THIS FIELD WILL RESULT IN AN UNPROCESSED APPLICATION

ESTIMATED CREDIT REQUIRED (\$ AUD)

STATEMENT & ORDER CONFIRMATIONS

INVOICE / STATEMENT DELIVERY PREFERENCE	<input type="checkbox"/> EMAIL	<input type="checkbox"/> POST
EMAIL INVOICE / STATEMENT TO		
POST INVOICE / STATEMENT TO	<input type="checkbox"/> REGISTERED ADDRESS	<input type="checkbox"/> TRADING ADDRESS <input type="checkbox"/> POSTAL ADDRESS
ORDER CONFIRMATIONS VIA EMAIL	<input type="checkbox"/> NO	<input type="checkbox"/> YES, EMAIL TO:

BENDEX ACCOUNT DETAILS (ALL FIELDS MANDATORY)

REQUIRED FOR APPLICANTS WHO REQUIRE A LOG IN TO BENDEX

1	NAME
	EMAIL
	PHONE
2	NAME
	EMAIL
	PHONE
3	NAME
	EMAIL
	PHONE

☐

*IF YOU REQUIRE MORE THAN 3 LOGINS FOR YOUR BENDEX ACCOUNT, PLEASE TICK THIS BOX AND A MEMBER OF OUR TEAM WILL BE IN TOUCH.

Revolution by Design General Terms, Conditions and Security Agreement of Sale



These terms and conditions of supply apply to customers (Customer) of Revolution by DG Pty Ltd trading as Revolution by Design (Revolution by Design). By placing an order with Revolution by Design the Customer is deemed to have accepted these terms and conditions and that these terms and conditions (together with the terms and conditions in any quotation) override any other terms and conditions including any purchase order provided by the Customer.

Goods means metal building materials including roof and wall sheets, gutters, fascias, flashings, ridge caps, rain heads and vents, flooring, fencing, carports, patios and verandahs and all additional or ancillary items for such goods ordered by the Customer from Revolution by Design.

1. QUOTATION & ORDERS

- i Quotations are based on the cost of materials available at the time of quotation and Revolution by Design has the right to make any necessary adjustments and correct any errors,
- ii Any order by the Customer is subject to Revolution by Design's acceptance and Revolution by Design may decline an order. Revolution by Design reserves the right to supply an order in full or only in part. All orders made by the Customer must be made in a manner approved by Revolution by Design and are able to be cancelled only with the agreement of Revolution by Design.
- iii If Revolution by Design agrees to the cancellation of an order, Revolution by Design will issue an invoice to the Customer for all costs of any work completed prior to the cancellation,
- iv Where Revolution by Design sends an order confirmation, and no response is received in two hours the order is considered as approved by the customer.

2. VARIATIONS

- i If the Customer varies the order after receipt of an invoice, quotation or order placement, Revolution by Design reserves the right to vary the price and present an additional invoice for any extra amount caused by the variation.

3. PAYMENT

- i All Cash sale payments are cash BEFORE delivery, unless otherwise agreed in writing.
- ii Subject to approval and/or minimum monthly purchases, if the Customer wishes to make payment on a credit basis, the Customer must complete an application for 30 Day Credit Form, including an authority for Revolution by Design to seek credit information concerning the Customer. Terms and conditions of credit-based payment by the Customer are subject to change by notice in writing by Revolution by Design. If a credit account is approved all accounts are due and payable within (30 days) of the end of the month in which the invoice is issued or as arranged and confirmed in writing by the company.
- iii The Customer must not offset any amount owed to the Customer by Revolution by Design against any amount owed by the Customer to Revolution by Design.
- i If payment in full is not made following these terms and conditions, the following will apply:
 - a. Interest of 15% per annum, calculated daily, will be charged on all amounts unpaid from the due date until payment is made.
 - b. All deliveries that have not been made, including deliveries of Goods ordered separately from the Goods to which the unpaid amount relates, will be suspended until the full amount.
 - c. payable, including GST and interest, is paid in full.
 - d. Revolution by Design may terminate any contracts in relation to any undelivered Goods or impose added conditions of payment before delivery in relation to those undelivered Goods.
 - e. Any credit arrangements may be terminated.
 - f. Legal proceedings may be instituted for the recovery of the Goods or the unpaid amount and the costs of such recovery;
 - g. Revolution by Design may exercise its rights per clause 7.

- v In case of any dispute of any of the costs or charges by Revolution by Design, the Customer must make full payment of the invoice price.
- vi The Customer charges all the customers rights, title and interest in any land and personal property held now or in the future by the customer to secure the payment of the Guaranteed debt. The Customer consents to Revolution by Design lodging a warning or caveats to note Revolution by Design's interest under this clause. If a demand is made by Revolution by Design the customer agrees to immediately execute a mortgage and/or other instrument of security, In terms satisfactory to Revolution by Design to further secure payment of the Guaranteed debts.

4. DELIVERY AND RISK

- i Delivery shall be made by Revolution by Design at the Customer's expense to the Customer's premises or following the Customer's instruction by such transport at Revolution by Design's discretion.
- ii Risk shall pass to the Customer on delivery of the Goods notwithstanding that property shall remain with Revolution by Design until those goods are paid for.
- iii Insurance against all risks whatsoever shall be maintained by the Customer from delivery.
- iv Additional Costs incurred from excessive delays or extra labour to unload will be charged to the Customer's account. Lengths 12 metres and over may be subject to additional delivery charges. Maximum lengths for products vary and delivery of such will be determined by Revolution by Design.
- v Time and dates of delivery are estimates only and subject to the availability of the Goods and Revolution by Design shall not be liable to the customer for any delays in delivery.
- vi Where goods remain at Revolution by Design's premise for more than a calendar month from the customer requested delivery date the goods will be invoiced to the customer and stored at the customer's own risk.
- vii Returns - We will only accept stocked consumables in prime condition within 28 days of purchase. A credit will be issued less \$25.00 or 20% charge (whichever is larger). No liability is accepted for a return until the goods are inspected by Revolution by Design. Any items made to order cannot be returned.

5. CLAIMS

- i Any claim by a Customer for under quantity, delivery of damaged Goods or non-delivery must be made within 7 days of receipt of the Goods by the Customer. The Customer must supply the order number, invoice number and receipt number (if applicable) and all details relating to the claim. If the claim is for damaged goods, the Goods must also be supplied to Revolution by Design.
- ii Liability for any claim against Revolution by Design is limited, at Revolution by Design's sole possibility, to:
 - a. resupplying the Goods.
 - b. supplying payment for the cost of resupplying the Goods; or
 - c. repairing the Goods.

6. INTELLECTUAL PROPERTY RIGHTS

- i The Customer acknowledges that all intellectual property rights and all copyright in any works, made or created by Revolution by Design remains the property of Revolution by Design.

7. PROPERTY IN GOODS

- i Property in the Goods does not pass from Revolution by Design to the Customer until payment in full for the Goods and all monies owing by the Customer to Revolution by Design on any account whatsoever has been made in accordance with these terms and conditions.
- ii The Customer is responsible for the Goods until title passes to the Customer or the Goods are repossessed, and the Customer may be liable to Revolution by Design for any loss or damage to the Goods. Until payment has been made in full and property passes per 7.1.
- iii Bailee and Storage: The Customer shall hold all Goods as bailee and as a fiduciary of Revolution by Design and shall securely store same separately from the Customer's other goods to clearly identify

the Goods as Revolution by Design.

- iv Disposal of Goods: The Customer is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for Revolution by Design and shall account to Revolution by Design for any overdue amount from the proceeds thereof, and the Customer, acknowledges that Revolution by Design may collect the book debt arising from such sale as Revolution by Design remains the beneficial owner of the book debt at all times.
- v Repossession of Goods: The Customer's right to possession of the Goods shall cease if the Customer:
 - a. fails to make payments of any outstanding amount due to Revolution by Design.
 - b. commits an act of bankruptcy or is declared insolvent or, if a company, the Customer does or omits to do anything which entitles the Customer or any person to appoint an external administrator pursuant to any Part of Chapter 5 of the Corporation Law; or
 - c. enters into some arrangement or assignment for the benefit of creditors.
- vi Revolution by Design shall be entitled to require the Customer to return all unpaid Goods failing which the Customer grants to Revolution by Design an irrevocable licence to enter the Customer's premises (or the premises of any associated companies or agents where the Goods are stored) to repossess any Goods in accordance with this clause 7 without being liable for trespass or any resulting damage.
- vii If either Revolution by Design reclaims the Goods, or the Goods remain undelivered, Revolution by Design may sell the Goods to a third party. The Customer remains liable for any difference between the amount received by Revolution by Design the third party and the amount unpaid by the Customer.

8. PERSONAL PROPERTIES SECURITIES ACT 2009 ('PPSA')

- i The terms 'Debtor', 'Financing Change Statement', 'Financing Statement', 'Grantor', 'Proceeds', 'Secured Party', 'Security Agreement' and 'Security Interest' have the meanings given in the PPSA.
- ii 'Collateral' has the meaning given in the PPSA and in particular for the purposes of these terms and conditions, any of the Goods that are not used predominantly for personal, domestic or household purposes to which the Security Interest has attached.
- iii The Customer acknowledges and agrees that these terms and conditions constitute a Security Agreement that covers the Collateral for the purposes of the PPSA and it is agreed that:
 - a. Revolution by Design holds (as Secured Party) a Security Interest over all of the present and after acquired Goods supplied by Revolution by Design to the Customer and any Proceeds of the sale of those Goods ('Collateral');
 - b. Any purchase by the Customer on credit terms from Revolution by Design or retention of title supply pursuant to clause 7 hereof will constitute a purchase money security interest as defined under section 1 4 of the PPSA ('PMSI').
 - c. The PMSI will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
 - d. Revolution by Design will continue to hold a Security Interest in the Goods in accordance with and subject to the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other goods.
 - e. Any Revolution by Design Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interests.
 - f. Until title in the Goods pass to the Customer, it will keep all goods supplied by Revolution by Design free and ensure all such goods are kept free of any charge, lien or Security Interest and not otherwise deal with the Goods in a way that will or may prejudice any rights of Revolution by Design under these terms and conditions or the PPSA; and
 - g. In addition to any other rights under these terms and conditions or otherwise arising, Revolution by Design may exercise any

Revolution by Design General Terms, Conditions and Security Agreement of Sale



- and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect to which the Customer has granted a Security Interest to Revolution by Design.
- iv The Customer undertakes to:
- a sign any further documents and provide such information which Revolution by Design may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPSA Register.
- b indemnify and upon demand reimburse Revolution by Design for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPSA Register or releasing any Security Interests.
- c not register or permit to be registered a Financing Change Statement in any Collateral without the prior written consent of Revolution by Design.
- d provide Revolution by Design not less than seven days prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPSA Register to enable Revolution by Design to register a Financing Change Statement if required.
- v Revolution by Design and the Customer agree that sections 95 (notice of removal of accession), 96 (when a person with an interest in the whole may retain an accession) and 125 (obligation to dispose of or retain Collateral) and 132(3)(d) (contents of statement of account after disposal) and 132(4) (statement of account if no disposal) of the PPSA do not apply to the Security Agreement created under these terms and conditions.
- vi The Customer waives its rights to receive notices under sections 95 (notice of removal of accession), 118 (enforcing Security Interests in accordance with land law decisions), to the extent that it allows a Secured Party to give a notice to the Grantor, 1 21 (4) (enforcement of liquid assets-notice to Grantor), 130 (notice of disposal), to the extent that it requires the Secured Party to give a notice to the Grantor, 1 32(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal) and 135 (notice of retention) of the PPSA.
- vii The Customer waives its rights as a Grantor and/or Debtor sections 142 (redemption of Collateral) and 143 (reinstatement of Security Agreement) of the PPSA.
- viii Unless otherwise agreed in writing by Revolution by Design, the Customer waives its rights to receive a verification statement in accordance with section 157 of the PPSA.
- ix The Customer shall unconditionally ratify any actions taken by Revolution by Design under this clause 8.
- x This clause 8 will survive the termination of these terms and conditions to the extent permitted by law.

9. LIEN

- i Revolution by Design is entitled to claim a general Lien on all goods belonging to the Customer for all amounts owing to Revolution by Design by the Customer.

10. WARRANTY AND DAMAGES

- i Standard Warranty imposed by statute law only applies with all other conditions, warranties and representations on the part of Revolution by Design are expressly excluded.
- ii Damages for the breach of any warranty shall be limited to replacement or repair of the Goods or the cost of the Goods only, at Revolution by Design's discretion, and shall not extend to any consequential damages whatsoever.
- iii Defective Raw Materials: Revolution by Design's products are manufactured from steel or other materials which have been purchased from external suppliers to appropriate specification and which are expected to display the mechanical and chemical properties embodied in the material specification and accepts no responsibility for any breach in of that material specification.

- Revolution by Design will use reasonable endeavours to assist the Customer with any claim against the supplier of that material pursuant to any manufacturer's warranty provided by or imposed on that supplier.
- iv Revolution by Design is not liable to the Customer or any third party for any loss, damage or cost (including legal costs) except as provided in clause 7.2, whether direct, indirect or consequential, arising from:
- a the manufacture or delivery of any of the Goods.
- b any failure to manufacture or deliver any of the Goods.
- c late completion of the order or late delivery; or
- d the repossession or sale of any of the Goods and the Customer releases Revolution by Design from any such claim.
- v The Customer indemnifies Revolution by Design and continues to indemnify Revolution by Design from and against any claims from third parties in respect of all costs, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising out of any of the following:
- a the manufacture or delivery of any of the Goods.
- b any failure to manufacture or deliver any of the Goods.
- c late completion of the order or late delivery.
- d the repossession or sale of any of the Goods.

11. GENERAL

- i Each clause in these terms and conditions must be read down to the extent necessary to be valid. If a clause cannot be read down to that extent, it must be severed.
- ii Any waiver of any clause of these terms and conditions is only valid if made in writing and signed by the relevant party.
- iii Revolution by Design retains the right to vary these terms and conditions from time to time with 30 days' notice to the customer (such notice may be inclusions on existing statements, invoices, quotes, confirmations).
- iv The governing law of these terms and conditions is the law of South Australia, Australia.

12. PRIVACY

- i In order to obtain a credit account, Revolution by Design will collect personal information from the Customer. Revolution by Design uses this personal information following the Privacy Act 1988 (Cth).
- ii The personal information you have disclosed in your application for credit with Revolution by Design will only be disclosed to the credit referees nominated by you and to our credit rating agency. For further information about the privacy of your application please contact the Accounts Officer.

13. DISCLAIMER

- i The Customer acknowledges that the information contained in any promotional material, brochures, and specifications or on its website is provided by Revolution by Design in good faith and is not to be relied upon as being complete, accurate, or up to date. Such information is subject to change by Revolution by Design at any time without notice.
- ii Subject to any terms implied by law which cannot be excluded, Revolution by Design accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by the Customer as a result of any error, omission or representation in any information contained in such information or on its Website.
- iii Revolution by Design is not responsible for the content or the accuracy of any information of any site accessed from its website (including without limitation sites linked through advertisements or through any search engine). The content of any site accessed from its website is the responsibility of the owner of that site, For the avoidance of doubt, unless otherwise specified, a link from its website to another site should not be construed as an endorsement by Revolution by Design of that site or any of its products and services offered.
- iv Revolution by Design does not accept any responsibility or liability for any claims arising out of your use of these links or of the descriptions or information contained on such sites.

DECLARATION

TO BE COMPLETED BY ALL APPLICANTS

I/we acknowledge and give consent that the Company may make enquires as to the credit and financial situation of me or any of us and further consent to the use of any information obtained as a result of those enquires, including information disclosed in the Credit Application, as the company reasonably sees fit from time to time, for purposes including, but not limited to:

- Passing the information on to a credit reporting agency
- Passing the information on to a debt collector,
- Obtaining further personal information, including consumer and/or credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.

I/We have read, understood and agree to the above mentioned terms and conditions and have been advised, and given the opportunity to seek independent legal advice.

I/We warrant by signature/s below that the information given in support of this application is true and correct. In the event that the Customer is an incorporated entity, the person/s signing this agreement warrants that they are authorised to sign on behalf of the Customer and to bind the Customer in contract.

GUARANTOR 1

FULL NAME
SIGNATURE
DATE

GUARANTOR 2

FULL NAME
SIGNATURE
DATE

GUARANTOR 3

FULL NAME
SIGNATURE
DATE

Personal Guarantee, Indemity and Security for the Purpose of Suppplying Goods on Credit



IN CONSIDERATION of Revolution by DG Pty Ltd, trading as Revolution by Design of 5-17 Taminga Street, Regency Park SA 5010 & 28 Harper Street, Caversham WA 6055 ("Revolution by Design"), at the request of the Guarantor named in the Schedule below having supplied or agreed to supply on credit Goods to the Customer THE GUARANTOR HEREBY AGREES with Revolution by Design that:

- The Guarantor guarantees payment of the Guaranteed Monies payable by the Customer to Revolution by Design.
- The Guarantor as a separate covenant and as a principal covenantor agrees to indemnify and keep indemnified Revolution by Design against all liability or loss arising from and any costs, charges or expenses of any failure by the Customer to make any payment of the Guaranteed Monies to Revolution by Design or failure to perform any obligations of the Customer contained in the terms and condition of sale or credit account between Revolution by Design and the Customer.
- The Guarantor waives all rights as surety whether legal equitable statutory or otherwise insofar as the same may be inconsistent with this Guarantee and agrees to accept liability for payment of the Guaranteed Monies and the obligations of the Customer as if the Guarantor was primarily liable therefore.
- This Guarantee shall be a continuing Guarantee for the purpose of securing the payment of the whole of the Guaranteed Monies and the performance of the whole of the obligations by the Customer notwithstanding any partial payment or performance.
- This guarantee shall not be prejudiced and the Guarantor shall not be released either in whole or in part nor shall Revolution by Design's rights or remedies be in any way restricted by any of the following matters:
 - Any release variation exchange renewal modification or novation in the terms and conditions of sale or the credit account upon which Revolution by Design supplies goods to the Customer;
 - Any time or other indulgence which Revolution by Design may grant to the Customer or any other person liable or who might become liable in respect of all or any part of the Guaranteed Monies;
 - The fact that the Guaranteed Monies or any part thereof may not be recoverable or that the Customer or any other person liable to pay the Guaranteed Monies may not have signed a guarantee or may be discharged from all or any of their respective obligations to make payment or for any reason other than the same shall have been paid;
 - The death, bankruptcy, lunacy or other incapacity of the Customer or the Guarantor;
 - The administration in insolvency of any corporate Customer or Guarantor; or
 - The dissolution of the partnership or the retirement of any partner from such partnership if the Customer or the Guarantor is a partnership.
 - The Guarantor charges all of the Guarantor's right, title and interest in any land and personal property held now or in the future by the Guarantor to secure the payment of the Guaranteed debt. The Guarantor consents to Revolution by Design lodging a caveat or caveats to note Revolution by Design's interest under this clause. If a demand is made by Revolution by Design, the Guarantor agrees to immediately execute a mortgage and/or other instrument of security, in terms satisfactory to Revolution by Design to further secure payment of the Guaranteed debts
- A statement in writing made up from the books of Revolution by Design of the amount due or owing of the Guaranteed Monies at the date in such statement shall be prima facie evidence that such amount is so due and owing.
- Any notice or demand by Revolution by Design hereunder shall be signed by a duly authorised officer of Revolution by Design or its solicitor, and;
 - Given to the Guarantor, or

- Posted to the Guarantor at
 - The Guarantor's address appearing herein;
 - The Guarantor's last place of business or residence known by Revolution by Design, or
 - Any other address of the Guarantor known to Revolution by Design
- Any notice of demand posted to the Guarantor shall be deemed to have been given to the Guarantor at 12.00 noon on the day next after the notice or demand was posted. Where there is more than one person included in the expression "the Guarantor" a notice of demand duly given to one of such persons shall be deemed to be given to all of such persons.
- In the construction of this Guarantee unless the context otherwise requires:
 - "Administration in insolvency" includes any bankruptcy, winding up (voluntary or compulsory), official management, composition arrangement with or assignment for the benefit of creditors and any administration in equity or otherwise of the estate or assets in whole or in part of the Customer or the Guarantor
 - "The Customer" shall mean the person or persons or corporations named as "the Customer" and each and every one of them if more than one and the executors administrators and permitted assigns of any such person or any such corporations;
 - "The Guarantor" shall in the case of any natural person to which it is applicable shall include that person's heirs executors administrators and permitted assigns and in the case of any corporation to which it is applicable shall include that corporation's successors and permitted assigns. In the event that the expression "the Guarantor" shall be applicable to more than one person then those persons' liability hereunder shall be joint and several;
 - "Revolution by Design" shall include the successors and assigns of Revolution by Design;
 - "The Guaranteed Monies" shall mean and include: all monies which may now or hereinafter be due and owing by the Customer to Revolution by Design in respect of the supply of any Goods by Revolution by Design to the Customer or to any third party at the order or direction of the Customer all monies costs charges and expenses incurred by Revolution by Design; in or about the preparation execution or stamping of this Guarantee; in the exercise or attempted exercise or enforcement of any power or remedy which Revolution by Design has or is entitled to for any reason against the Guarantor or the Customer; or interest on all such monies for the time being remaining unpaid.
 - Words importing the masculine gender shall include the feminine and neuter genders and vice versa;
 - Words importing the singular number shall include the plural and vice versa;
 - Words importing a person shall extend to and include a corporation.
- The Guarantor acknowledges that the Guarantor:
 - Has read and understood the terms contained herein;
 - Has had an adequate and reasonable opportunity to obtain legal advice as to the provisions and implications of this guarantee; and
 - Has signed this guarantee of their own free will.

DECLARATION - TO BE COMPLETED BY ALL APPLICANTS

All applicants have read and understood this document and have been advised and given the opportunity to seek independent legal advice.

ITEM 1 GUARANTOR - DIRECTOR, PARTNER, PROPIETOR FULL NAME	SIGNATURE	DATE
ADDRESS		
WITNESS NAME	SIGNATURE	DATE

ITEM 2 GUARANTOR - DIRECTOR, PARTNER, PROPIETOR FULL NAME	SIGNATURE	DATE
ADDRESS		
WITNESS NAME	SIGNATURE	DATE

ITEM 3 GUARANTOR - DIRECTOR, PARTNER, PROPIETOR FULL NAME	SIGNATURE	DATE
ADDRESS		
WITNESS NAME	SIGNATURE	DATE