



247 Cornack Road  
 WINGFIELD SA 5094  
 Ph (08) 8262 8888  
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**COMMERCIAL CREDIT APPLICATION**

**THE SUPPLIER**

FOR CREDIT ACCOMMODATION WITH THE MIDFIELD GROUP INCLUDING ANY ONE OR MORE OF THE FOLLOWING COMPANIES AS APPLICABLE:-

- |  |   |
|--|---|
| MIDFIELD TRADING PTY LTD (ABN 91 090 910 508)                  | MIDFIELD COMMODOTIES PTY LTD (ABN 67 105 001 063)   |
| MIDFIELD FOOD PROCESSING SUPPLIES PTY LTD (ABN 37 145 553 260) | MIDFIELD FOOD SERVICES PTY LTD (ACN 25 111 133 843) |
| MIDFIELD IMPORT/EXPORT PTY LTD (ABN 54 139 213 013)            |   |

**THE CUSTOMER**

THE CUSTOMER SEEKS CREDIT FOR COMMERCIAL PURPOSES WITH THE ABOVENAMED CREDIT PROVIDER AND IS A:

- |  |  |                                      |   |
|--|--|--------------------------------------|---|
| <input type="checkbox"/> PTY LTD COMPANY | <input type="checkbox"/> SOLE TRADER         | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> PUBLIC COMPANY |
| <input type="checkbox"/> GOVERNMENT BODY | <input type="checkbox"/> CLUB OR ASSOCIATION | <input type="checkbox"/> OTHER ..... |   |

REGISTERED COMPANY NAME (IF APPLICABLE): .....

ACN: ..... ABN: .....

DATE INCORPORATED/REGISTERED: .....

TRADING NAME: .....

REGISTERED OFFICE: .....

BUSINESS ADDRESS (IF DIFFERENT FROM ABOVE): .....

POSTAL ADDRESS: .....

TELEPHONE: ( ) ..... FACSIMILE: ( ) ..... EMAIL: .....

TELEPHONE (MOBILE): ..... CONTACT PERSON: .....

NATURE OF BUSINESS: .....

PERIOD OF CURRENT OWNERSHIP: .....

IS APPLICANT TRUSTEE FOR A TRUST:  YES  NO

IF YES, FULL NAME OF TRUST: ..... DATE CREATED: .....

IS BUSINESS ADDRESS:  OWNED  RENTED

BANK AND BRANCH: .....

NO OF EMPLOYEES: .....

ACCOUNTANT: ..... PHONE: .....

**PARTICULARS OF ALL DIRECTORS OR PROPRIETORS**

FULL NAME	RESIDENTIAL ADDRESS	DATE OF BIRTH	TELEPHONE (HOME)	TELEPHONE (MOBILE)	DRIVER'S LICENCE NO.
1. ....	.....	.....	.....	.....	.....
2. ....	.....	.....	.....	.....	.....
3. ....	.....	.....	.....	.....	.....
4. ....	.....	.....	.....	.....	.....

**TRADE REFERENCES**

- |         |                      |                |
|---------|----------------------|----------------|
| 1. .... | Telephone: ( ) ..... | Contact: ..... |
| 2. .... | Telephone: ( ) ..... | Contact: ..... |
| 3. .... | Telephone: ( ) ..... | Contact: ..... |

CREDIT LIMIT SOUGHT (PER MONTH): \$.....

**OFFICE USE ONLY**

Credit Account Authorised by:- ..... Initial Credit Limit ..... Date:- .....

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**MIDFIELD GROUP – TERMS & CONDITIONS OF TRADE**

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**Interpretation**

“GST” means Goods and Services Tax applicable in Australia.

“The Customer” where the context so permits shall include the customer named on page 1 of this credit application and any guarantors both jointly and severally.

“The Supplier” means The “Midfield Group” which terms refer to and includes any one or more of the entities outlined on page 1 as applicable.

“The Guarantor” shall include one or more guarantors as applicable and if more than one on a joint and several basis.

The Customer (including the Customer and any Guarantor hereof) agrees to comply with the trading terms of The Midfield Group (“the Supplier”) as prescribed herein or as may be notified by the Supplier to the Customer in writing from time to time.

**1. Sales Orders and Deposit**

- 1.1 The Supplier may either accept or decline any order for goods by the Customer in whole or in part in the Supplier’s absolute discretion.
- 1.2 The Customer may not cancel any order or refuse to accept delivery of goods ordered unless with the Supplier’s consent first obtained. In the event that the Customer attempts to cancel any order or refuses delivery the Supplier may take steps to recover the full invoice amount including any delivery costs and GST.
- 1.3 At the Supplier’s sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.

**2. Delivery and Risk**

- 2.1 Unless otherwise agreed in writing the Customer authorises the Supplier to arrange for delivery of any goods ordered at the Customer’s expense but in the event that the Supplier decides to pay such costs the Customer agrees to reimburse the Supplier the full amount incurred or paid by the Supplier upon demand.
- 2.2 Risk passes to the Customer upon despatch of goods from the Supplier’s premises.
- 2.3 The Customer shall inspect goods immediately once they are received. The Seller will accept no liability for any claim made regarding the goods unless notified to the Supplier in writing strictly within 24hrs days from delivery to the Customer’s possession.
- 2.4 Any delivery dates provided by the Supplier are only estimates in good faith and time shall not be of the essence in this regard.
- 2.5 The Supplier shall not be liable for any delay in delivery including but not limited to such delay due to causes beyond the Supplier’s reasonable control including acts of god, act of civil or military authority, fire, strike, flood, epidemic, quarantine restriction, war, riot, civil commotion, acts of the Customer or any delay in transportation. In the event of delay due to such causes the estimated date of delivery shall be extended for a period equal to the time lost by reason of any such delay.
- 2.6 To the maximum extent permitted by law the Supplier’s liability for any delay or non-delivery is excluded but is otherwise limited to the supply or replacement of the goods or equivalent goods (at the Supplier’s option) within a reasonable time.
- 2.7 The Customer acknowledges that should the goods supplied be of a perishable nature the Customer has a duty of care and shall handle and store the goods in accordance with proper applicable standards and the Customer agrees to indemnify the Supplier against any claims for injury or death or loss or damage to any property arising out of or in connection with the supply of any such goods by the Supplier.
- 2.8 The Supplier submits any proposal/quotation and the Customer orders the goods subject to the following rights reserved by the Supplier:-
  - (a) Price Variations - the Supplier shall be entitled to vary the prices quoted in the event of:-
    - (i) Fluctuations in the value of the Australian Dollar or changes in the rates of taxes and duties affecting the costs of supply the goods between the date this quotation was submitted to the Customer and the date the goods are delivered;
    - (ii) Changes in the product specifications without prior notice to the Supplier resulting in a variation in the costs of acquiring the goods.
    - (iii) Request by the Customer for the supply of the items in non-standard packs or in quantities less than the minimum quantities advised by the Supplier.
  - (b) Correction of errors or omissions on invoices and credit notes, if applicable.
  - (c) Recision of this agreement in the event of:-
    - (i) The non-availability of any raw materials required by the Supplier within thirty (30) days from the date of acceptance by the Customer;
    - (ii) Amendments to the product specification by the Supplier’s supplier without prior notice to the Supplier resulting in the goods being unsuitable for the Customer’s purposes.
- 2.9 Any quotation provided by the Supplier to the Customer shall be valid for a period of seven (7) days only.
- 2.10 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivered to the Customer for the purposes of this agreement.
- 2.11 The Supplier may (in its discretion) accept the Goods for credit but this may incur a handling fee of 25% of the value of the returned Goods plus any freight.

**3. Payment Terms**

- 3.1 The Customer shall pay to the Supplier the full amount of all amounts invoiced to the Customer (including any GST, transport, freight, delivery, service, hiring or finance fees or charges) strictly within the period stated on each invoice or statement (or if no period is stated 14 days from invoice shall apply) and the Customer hereby waives any right to set-off any amount which the Customer at any time claims is due and owing by the Supplier to the Customer.
- 3.2 In the event that the Customer fails, refuses or neglects to pay any amounts strictly within the agreed terms of trade:-
  - (a) The Supplier may in its discretion repossess the invoiced goods and proceed to recover any balance then remaining.
  - (b) The Customer shall be liable to pay to the Supplier monthly interest at the rate of 2.5% per month until the invoiced amount has been paid to the Supplier in full.
  - (c) The Customer shall pay or reimburse to the Supplier all recovery costs paid or payable by the company of whatever nature including (but not limited to) legal costs on a solicitor/own client basis, mercantile costs (including any fees, expenses, disbursements and/or commissions at a rate not exceeding a maximum of 15% of the total debt amount), accountancy fees, bank charges, statutory or government fees, stamp duty, search costs or other disbursements together with interest upon the above accruing at the rate of current bank overdraft rates on a monthly basis.
- 3.3 In the event that:-
  - (a) the Supplier retains possession or control of the Goods; and
  - (b) payment of the Price is due to the Supplier; and
  - (c) the Supplier has made demand in writing of the Customer for payment of the Price in terms of this contract; and
  - (d) the Supplier has not received the Price of the Goods,then, whether the property in the Goods has passed to the Customer or has remained with the Supplier, the Supplier may dispose of the Goods and may claim from the Customer the loss to the Supplier on such disposal.
- 3.4 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercised its rights under this clause.
- 3.5 If any account remains unpaid at the end of the second month after supply of the Goods or services the following shall apply: An immediate amount of the greater of \$300.00 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

**4. Ownership of Goods**

**4.1 Retention of Title**

Property and title in Goods supplied under these conditions does not pass to the Customer until payment in full by the Customer is received by the Supplier in relation to such Goods and in relation to all other amounts owing to the Supplier by the Customer on any account whatsoever, until which time (subject always to clause 4.3):-

- (a) the Customer must not deal with any Goods to which the Supplier retains property and title in accordance with this paragraph 4 (“Retained Goods”) in any way inconsistently with the rights and interest of the Supplier as owner thereof; and
- (b) the Customer must hold the Retained Goods as fiduciary bailee and agent for the Supplier, and the Customer must store the Retained Goods in such separate place and in such manner such that the Retained Goods are capable of being clearly identified as the Property of the Supplier.

4.2 **Possession of Retained Goods**

Upon demand by the Supplier, which demand may be made at any time upon the Customer defaulting in any of its obligations under these conditions, the Customer must deliver all Retained Goods to the Supplier or as otherwise directed by the Supplier. The Supplier may enter upon any premises under the Customer's control (whether occupied or not) for the purpose of recovering any Retained Goods the subject of a demand made in accordance with this paragraph and, in so entering upon such premises, the Supplier and its authorised representatives may use all reasonable force to obtain such possession and will not be trespassers. Further or in the alternative the Supplier may take copies of or extracts of the Customer's records pertaining or apparently pertaining to any goods supplied. The authority to so enter premises is given by the Customer irrevocably.

4.3 **Sale of Retained Goods**

The Customer may in the ordinary course of business, sell Retained Goods on behalf of the Supplier or mix or combine Retained Goods with other goods in the course of a manufacturing process and sell the product or products thereof ("Products"), in which case the Customer must:-

- (a) keep separate records of all sales of such Retained Goods or Products;
- (b) account to the Supplier for all proceeds of the sale of such Retained Goods or Products (as applicable); and
- (c) keep a part of such proceeds equal to the total amount outstanding to the Supplier in relation to all Retained Goods in a separate account on trust for the Supplier and not to mix them with any other monies (including funds of the Customer) other than with other monies held on trust by the Customer for the Supplier.

5. **Demand/Notices**

A statement signed for or on behalf of the Supplier by the Supplier's Manager, Director or the Supplier's accountant or solicitor sent by ordinary post to the Customer's last known address, shall be sufficient evidence at all times of the amount due to the Supplier by the Customer.

6. **Privacy Act/Personal Information**

- 6.1 The Customer's personal information provided to the Supplier (including that information in this Commercial Credit Application) may be disclosed to a credit reporting agency for the purposes permitted by the Privacy Act 1988 (as amended or replaced from time to time) ("the Privacy Legislation").
- 6.2 In the process of assessing the Customer's Commercial Credit Application, the Supplier is authorised to seek information relating to the Customer's commercial activities or commercial creditworthiness from a credit reporting agency.
- 6.3 In assessing the Customer's application for commercial credit the Supplier is authorised to obtain from a credit reporting agency personal credit information about the Customer and the Supplier may give this information to whoever insures the Customer's commercial credit with the Supplier.
- 6.4 For the purpose of collecting overdue commercial credit payments due by the Customer to the Supplier, the supplier is authorised to receive personal information held on the Customer by a credit reporting agency.
- 6.5 The Supplier is irrevocably authorised from time to time whilst the Customer is indebted to the Supplier in any way to:-
  - (a) give to or obtain from any other credit provider(s) and/or provide to any insurer of the Customer's commercial credit personal information held on the Customer for the particular purpose for which it is properly required (this can include creditworthiness, credit standing, credit history, credit capacity and loan indebtedness that credit providers are permitted to give or receive from each other under the Privacy Legislation);
  - (b) give the Supplier's opinion on the Customer's creditworthiness to another provider of credit;
  - (c) disclose monthly outstanding amounts and/or payout figures to the Customer's authorised agent including the Customer's solicitor, accountant, bank, finance, broker/dealer or supplier of goods and/or services acting for the Customer;
  - (d) give such agent if requested access to the personal credit information the Supplier holds on the Customer concerning the Customer's credit application or the credit facility itself;
  - (e) give the information to the Customer or any one or more of the Customer's guarantor(s), any Ombudsman or Tribunal, if requested, or such other person authorised by the Customer to have access to such information.
- 6.6 The Customer will promptly advise the Supplier if there are any changes to the credit or personal information the Supplier holds on the Customer. The Customer acknowledges that the Supplier relies on the Customer to ensure that such information is kept up-to-date and complete, and no claim will be made against the Supplier where such information is found to be outdated, incomplete or inaccurate due to the Customer's default in so advising the Supplier.
- 6.7 The Customer expressly authorises and requests that the Supplier make all necessary enquiries with the trade references that the Customer has provided to the Supplier above.
- 6.8 The Customer agrees that each and every one of the Customer's acknowledgements and agreements remain in force until the Customer revoke(s) them by written notice to the Supplier but subject to and after fully discharging all liability owing by the Customer to the Supplier.
- 6.9 That the full benefit of all the acknowledgements, declarations and agreements herein contained shall also pass to the party (if any) to whom the Customer's liability and obligations to the Supplier may be assigned to by the Supplier.

The Customer and any guarantor(s) so authorise the Supplier.

7. **Default**

If at any time:-

- (a) a sequestration order is made affecting the property of the Customer;
- (b) the Customer executes an authority to a trustee under Section 188 of the Bankruptcy Act;
- (c) the Customer commits any act of bankruptcy;
- (d) any petition is issued or resolution passed for winding up of the Customer, or if the Customer is struck off the official register of companies;
- (e) a receiver, manager, receiver and manager or provisional liquidator is appointed to the whole or part of the undertaking of the Customer;
- (f) an official manager and/or administrator under the Corporations Law is appointed to the Customer;
- (g) the Customer ceases to trade or carry on business in the usual manner or suffers its builders licence (if any) to be cancelled or restricted;
- (h) the Customer defaults in duly and punctually paying when due any amount owing to the Supplier hereunder;
- (i) without the prior written consent of the Supplier, the Customer reduces its share capital, or attempts to do so;
- (j) any judgment, execution or other process of any Court or authority is issued against the Customer;
- (k) the Customer suspends payment generally, or ceases or threatens to cease to carry on its business, or is unable to pay its debts as they fall due;
- (l) without the prior written consent of the Supplier the Customer assigns, disposes of or parts with possession of the whole or a substantial part of its undertaking or assets or attempts to do so;
- (m) the Customer being a corporation, if any person or persons who between them beneficially hold or control, directly or indirectly, at the date hereof more than fifty per cent (50%) of the voting, income and/or capital participation rights therein subsequently ceases to hold or control, directly or indirectly, more than fifty per cent (50%) of such rights, without the prior written consent of the Supplier;
- (n) a cheque provided by the Customer to the Supplier be dishonoured;

then notwithstanding the waiver of any previous default, there shall be deemed to have happened an event of default and the whole of any monies then outstanding to the Supplier from the Customer shall thereupon become due and payable immediately although any time otherwise appointed thereof may not have arrived and forthwith upon the determination of an event of default the Customer will pay all such monies outstanding to the Supplier without demand.

8. **Ownership**

This agreement is made with the owners and/or directors of the Customer as at the date of application. The Customer shall notify the Supplier in writing within seven (7) days of any change whatsoever in ownership structure and, further, hereby indemnifies the Supplier against any loss or damage that may result from the Customer's failure to notify the Supplier of any such change.

9. **Trustee Provisions**

In the event that the Customer enters into this Agreement as a trustee of any trust or is giving this guarantee for the purposes of or in order to benefit any trust of which the Customer is a Trustee:-

- (a) The Customer shall be personally liable for performance of all terms, covenants, conditions and obligations herein contained.
- (b) The Customer warrants that it has full, complete and valid authority pursuant to the Trust to enter into this Agreement.
- (c) The rights of recourse of the Supplier shall not be limited to the Customer personally and the assets of the Customer but shall extend to relevant Trust assets.
- (d) The Customer hereby charges all rights of indemnity which the Customer has or will have from time to time against the Trust fund or Trust property and covenants that such rights of indemnity have not been excluded by the provisions of the Trust or by any breach of Trust or otherwise and that the Customer will not release or otherwise prejudice such rights of indemnity.
- (e) The trustee or trustees of the Trust shall not be altered (save upon death of a trustee) unless the Supplier has been given written notice of and has consented to such alteration PROVIDED THAT such consent shall not be unreasonable withheld.

- (f) None of the following powers shall be exercised by the trustee unless the Supplier is given written notice of and consents to such exercise PROVIDED THAT such consent shall not be unreasonably withheld:-
- (i) any power to alter or vary the trustee or trustees of the Trust whether by resignation, appointment or otherwise;
  - (ii) any power to advance or distribute capital or income;
  - (iii) any power to vary the terms of the Trust;
  - (iv) any power to resettle or vest the Trust property;
  - (v) any power to add any beneficiaries to the Trust.
- (g) Any breach of trust by the trustee shall constitute a breach of this Agreement entitling the Supplier to exercise all such rights and remedies upon default as are contained in this Agreement or otherwise conferred by law.
- (h) The Customer warrants that it has either secured or has had the opportunity to secure advice from solicitors familiar with the terms of the Trust that such terms create no impediment to the granting of the covenants in this clause nor create any reason why the covenants in this clause should be ineffective.
- AND all persons of full capacity (if any) whose consent or covenant would be necessary to ensure the effectiveness of the covenants of this clause are parties to this Agreement.

#### 10. Guarantee & Indemnity

In consideration of the Supplier extending or agreeing to extend credit to the Customer:-

- (a) The Guarantor GUARANTEES payment to the Supplier of all monies and the performance of all obligations including any past, present and future indebtedness or obligation by the Customer arising from any past, present or future dealings with the Supplier.
- (b) The Guarantor INDEMNIFIES the Supplier against all loss or damage arising from any past, present or future dealings with the Customer.
- (c) The Guarantor AGREES:-
  - (i) That this is a continuing guarantee;
  - (ii) That the Guarantors liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by the Supplier or any grant to any of the guarantor/s of a release whether in whole or in part from any obligation contained in or complied by this guarantee and indemnity;
  - (iii) That the Guarantors liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrange ("DOCA") or by the Supplier voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
  - (iv) That this guarantee becomes binding on such of the Guarantors that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
  - (v) That the Supplier is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor;
  - (vi) That this guarantee may only be revoked as to future trading with the Applicant and any notice of revocation may only be given by pre-paid registered mail delivered to the Supplier at the address stated on the face of this Credit Application and shall not become effective until the expiration of 14 days from the date of posting;
  - (vii) That any payment which is subsequently avoided by any law relating in insolvency shall be deemed not to have been paid; and
  - (viii) That we sign in both our personal capacity and as Trustee of every Trust of which we are Trustee and/or a beneficiary.
- (d) The Customer and Guarantor hereby pledge and charge all the freehold and leasehold interest in land and also all personal property held by the Guarantor both of which the Guarantor is now possessed and which the Guarantor may hereafter acquire (the pledge and charge attaching ipso facto from the point of acquisition) with payment of all monies due and owing from time to time to the Supplier by the Customer (including all recovery, mercantile and collection costs and commissions). The Guarantor further agrees that immediately upon demand by the Supplier so to do the Guarantor will execute and deliver to the Supplier such Bill of Mortgage, Bill of Sale, Mortgage Debenture or other like instrument or consent to such Caveat as the Supplier shall require to be executed and delivered or consented to by the Guarantor and in the event that the Guarantor shall neglect or fail to do so or alternatively in the event that the Supplier chooses in its sole and unfettered discretion so to do the Guarantor HEREBY IRREVOCABLY APPOINTS the Supplier an/or any Manager, Secretary, Credit Manager or Solicitor of the Supplier to be the lawful attorney of the Guarantor for the purpose of executing and registering such instrument and/or executing a consent on behalf to the Guarantor to any Caveat required by the Supplier and any such Attorney may act according to the terms hereof without being liable for any cause whatsoever.

#### 11. Personal Properties Securities Act 2009 (Cth)

With respect to the Personal Properties Security Act 2009 (Cth):-

- (a) The Customer and the Guarantor/s hereby acknowledge that these Terms and Conditions of Trade constitute a Security Agreement which creates a Security Interest in favour of Midfield Group and in all Goods including services previously supplied by Midfield Group to the Customer and all after acquired Goods including services supplied to the Customer by Midfield Group to secure the payment from time to time and at a time, including future advances.
- (b) The Customer and the Guarantor/s give Midfield Group a Security Interest in all of their present and after-acquired property in which Goods including services supplied or financed by Midfield Group have been attached or incorporated, including any Commingled goods.
- (c) The Customer and the Guarantor/s acknowledge and agree that by agreeing to these Terms and Conditions of Trade, they grant a Security Interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to Midfield Group and in all Goods including services previously supplied by Midfield Group to the Customer and these Terms and Conditions of Trade shall apply notwithstanding anything express or implied to the contrary contained in Your purchase order. The Customer and Guarantor/s additionally agree that Midfield Group can without notice to the Customer seek Registration of its Security Interest as a purchase money security interest on the PPSR and under the PPSA.
- (d) The Customer and the Guarantor/s acknowledge, agree and undertake to:-
  - (i) Sign any further documents and/or provide any further information (which information the Customer warrant to be complete, accurate and up-to-date in all respects) which Midfield Group may reasonably require to enable perfection of its Security Interest or registration of a financing statement or financing change statement on the PPSR;
  - (ii) Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods including any services without the prior written consent of Midfield Group;
  - (iii) Give Midfield Group not less than 14 days written notice of any proposed name change in and/or any other changes of details (including but not limited to, changes in address, facsimile number, email address, trading name or business practice);
  - (iv) Pay all costs incurred by Midfield Group in the Registration and maintenance of its Financing Statement to enable Registration of its Security Interest (including registering a Financing Change Statement) on the PPSR such costs shall not exceed the regulated cost for registering or maintaining (updating) a Security Interest, as amended from time to time, together with an administrative charge of \$10.00 per Registration and/or amendment to, a Security Interest, as a genuine pre-estimate of Midfield Group costs, and/or enforcing or attempting to enforce the Security Interest created by these Terms and Conditions of Trade including but not limited to, executing subordination agreements;
  - (v) Be responsible for the full costs incurred by Midfield Group (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
  - (vi) Acknowledge and agree to waive any rights that they may have had under section 115 of the PPSA upon enforcement;
  - (vii) Pursuant to section 157 of the PPSA, unless otherwise agreed in writing by Midfield Group, agree to waive the right to receive the Verification Statement in respect of any Financing Statement or Financing interest statement relating to the Security Interest;
  - (viii) Agree that immediately on request by Midfield Group to procure from any persons considered by Midfield Group to be relevant to its security position, such agreement and waivers as Midfield Group may at any time require.
  - (ix) Release and hold harmless Midfield Group from any liability whatsoever in the event of any dispute between Midfield Group as to whether any interest registered on the PPSR constitutes a valid Security Interest.
  - (x) Indemnify Midfield Group from any cost reasonably incurred by Midfield Group in amending or withdrawing any Security Interest registered by Midfield Group over any Goods sold, even if the registration has occurred through error or mistake on behalf of Midfield Group.

#### 12. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia and:-

- (a) The Supplier shall have the exclusive right to nominate the Court in which any legal action is to be commenced; and
- (b) The Customer shall consent to a permanent stay of any proceedings which may have been commenced by the Customer in a Court not nominated by the Supplier.

13. Severance

Each clause or sub-clause of this Agreement is severable from the others and if any part is invalid or unenforceable for any reason such invalidity or unenforceability shall not affect in any way effect the validity or enforceability of any other part.

NOTE: THIS IS AN IMPORTANT DOCUMENT. BY EXECUTING THIS DOCUMENT ALL SIGNATORIES TO IT CONFIRM THAT THE INFORMATION PROVIDED IN SUPPORT OF THIS APPLICATION IS TRUE AND CORRECT AND THAT EACH HAS READ AND UNDERSTOOD THIS DOCUMENT AND HAS EITHER RECEIVED OR HAS HAD OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL OR FINANCIAL ADVICE.

SIGNING CLAUSES

SIGNED BY THE CUSTOMER:

THE COMMON SEAL of )  
A.C.N. )  
was hereunto affixed in the presence of: )

..... Director

..... Director/Secretary

OR

SIGNED FOR AND ON BEHALF OF THE CUSTOMER BY  
ITS DULY AUTHORISED OFFICER OR  
REPRESENTATIVE:

Signed by Applicant: .....

Print Name: .....

Address: .....

Phone: .....

Date: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....

Date: .....

SIGNED BY THE GUARANTOR/S:

MUST BE SIGNED BY ALL DIRECTORS AND ANY CORPORATE GUARANTORS

Signed: .....

Print Name: .....

Address: .....

Phone: .....

Date: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....

Date: .....

Signed: .....

Print Name: .....

Address: .....

Phone: .....

Date: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....

Date: .....

Signed: .....

Print Name: .....

Address: .....

Phone: .....

Date: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....

Date: .....

AND/OR BY CORPORATE GUARANTOR/S:

Signed: .....

Print Name: .....

Address: .....

Phone: .....

Date: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....

Date: .....

**AND/OR BY CORPORATE GUARANTOR/S (Cont):**

Signed: .....

Print Name: .....

Address: .....

Phone: .....

Witness: .....

Print Witness Name: .....

Address: .....

Phone: .....