

**BOWRAL WASTE CENTRE PTY LTD ACN 629 389 519**

A PO Box 431, Frenchs Forest, NSW 1640

T (02) 9986 3755 | E debtors@bowralwaste.com.au

**APPLICATION FOR COMMERCIAL CREDIT**

The Customer applies to Bowral to supply goods and/or services to the Customer on the terms of this Application for Commercial Credit which incorporates the attached Terms & Conditions, Privacy Statement and Deed of Guarantee & Indemnity.

Upon acceptance by Bowral, Bowral may supply goods and/or services to the Customer on the terms and conditions of this Application for Commercial Credit.

**CUSTOMER DETAILS**

Trading Name			
Name of company, trust, person(s) or partnership operating business			
Tick which applies to you:	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Sole Director <input type="checkbox"/> Government		
ACN		ABN	
Business Street Address			
Business Postal Address			
Contact Name		Tel (b/h)	
Email			

**DETAILS OF DIRECTORS/PARTNERS/PRINCIPAL**

1.	Name		DOB	
	Residential Address		Drivers Licence	
	Do you own your own home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mobile	
2.	Name		DOB	
	Residential Address		Drivers Licence	
	Do you own your own home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mobile	
3.	Name		DOB	
	Residential Address		Drivers Licence	
	Do you own your own home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mobile	
4.	Name		DOB	
	Residential Address		Drivers Licence	
	Do you own your own home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mobile	

**BUSINESS**

Premises	<input type="checkbox"/> Owned <input type="checkbox"/> Rent <input type="checkbox"/> Leased	Purchased Order Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Industry Type			
Estimated Monthly Credit Required		Date Business Commenced	
Bank		BSB #	
Branch		Account #	
Sales/Purchasing Contact Name		Phone	
Email			
Accounts Contact Name		Phone	

Please provide an email for your Invoices / Statements to be sent to you.

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## BUSINESS CONTINUED

Contact Name for Price Increase Notices

Phone

Email

### SIGN UP TO RECEIVE EXCLUSIVE DISCOUNTS RELEVANT TO YOU

Email:

How did you hear about us?

Website  Web Search  Industry Magazine  Social Media  Google places  Signage  Word of mouth  Yellow/White pages

Tradeshow

Sales Rep

Other

Bowral Waste Centre will be using MailChimp to send out important price increase information. To ensure you receive these notices please take note of the following actions:

1. Please ensure the correct email address to which price increase information should be sent, is supplied, and regularly updated.
2. Add **hello@bowralwaste.com.au** to your safe list.
3. Share these email addresses with your IT department so that they can manage them accordingly for your company's spam filtration

As the responsibility of keeping this contact information updated lies with our customers, Bowral Waste Centre would like to advise that no credits will be considered if we have proof that our price increase notices have been sent to our customers email addresses that we have on file. Please note that it is our policy to only communicate price increase information with the address supplied for this purpose.

## 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 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. Bowral may collect personal information about the Customer and/or Guarantor(s) for Bowral'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 Bowral collecting, using and disclosing personal information for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. Bowral 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 Bowral it may restrict or impede upon Bowral 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 Bowral 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. Bowral notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. Bowral may provide personal information about the Customer and/or Guarantor(s) to any credit reporting body it uses from time to time, the details of which can be provided upon request. Bowral intends to disclose default information to any of the credit reporting bodies it uses from time to time. The Customer and/or Guarantor(s) consent to such disclosure. Bowral'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 Bowral may disclose and the Customer's and/or Guarantor(s)' right to request limitations to the use of their information.
9. Bowral 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 Bowral'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. By reason of the Customer's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to Bowral's dealing with the Customer's and/or Guarantor(s)' Information.
11. A full copy of Bowral's privacy policy and credit reporting policy can be obtained from Bowral's website (details above) or by making a request in writing directed to Bowral's privacy officer. Bowral'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 Bowral will deal with any such complaint.
12. 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 Bowral within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with Bowral 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 Bowral after receipt of this statement.

# TERMS AND CONDITIONS

## Definitions

1. In this Agreement, the following expressions shall have the following meanings:

- 'Agreement' means this agreement and any annexure or attachment.
- 'Authorised Waste' means strictly any waste material listed on Bowral's license. It does not include any green waste, free-flowing liquid, viscous materials, contaminated waste, putrescible waste, chemicals, wet paint, oil, gas bottles, tyres and car bodies, hazardous or restricted waste, medical waste or any 'Dangerous Goods' as defined by the Dangerous Goods (Road and Transport) Act 2008 (NSW) (including any corresponding regulations).
- 'Bowral' means Bowral Waste Centre Pty Ltd ACN 629 389 519 and its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)).
- 'Customer' means the person, firm, organisation, partnership, corporation, trust or other entity (including its contractors, servants, agents, and employees) using Bowral's Facilities or to whom Goods and/or Services are provided by Bowral.
- 'Designated Area' means the area designated by Bowral or its representatives as the area on which the Customer is permitted to store or dispose of Authorised Waste.
- 'Facilities' means the waste management and disposal facilities owned and operated by Bowral and includes the land on which the Designated Area is situated.
- 'Goods' means any and all goods supplied by Bowral to the Customer.
- 'PPSA' means the Personal Property Securities Act 2009 (Cth).
- 'PPSR' means the Personal Property Securities Register.
- 'Services' means any and all waste management, disposal and associated services, and any other services provided by Bowral from time to time.
- 'Unauthorised Waste' means any waste material that is not Authorised Waste.

## Supply of Goods and Services

2. From time to time, Bowral may, in its sole discretion, provide Goods and/or Services to the Customer at the Customer's request on the terms and conditions contained herein.
3. The Customer may have access to Bowral's Facilities, and Services will be performed, on the days and during the hours of operation published by Bowral at Bowral's Facilities or on Bowral's website (as updated from time to time) (Normal Business Hours).

## Customer's warranties

4. The Customer warrants that:
  - (a) all waste material delivered to the Designated Area is Authorised Waste;
  - (b) all representations made by or on behalf of the Customer concerning waste material, or its source, are true and correct in every respect and are made on an on-going basis for the term of this Agreement and applies to all disposals of waste material;
  - (c) it will not store or dispose of any waste material at Bowral's Facilities, except for Authorised Waste, and only in the Designated Area;
  - (d) to the extent permitted by law, no waste material delivered to Bowral's Facilities by the Customer, or transported by Bowral, will give rise to any liability on the part of Bowral;
  - (e) the Customer, having made its own enquires, is satisfied that the **t r a n s p o r t**, storage or disposal of waste material on or near Bowral's Facilities will not contravene any law;
  - (f) it will ensure that its servants, agents, contractors and employees will comply with all directions and instructions from Bowral, its servants, agents, and employees and will not act in an unruly, unsafe, aggressive or threatening manner; and
  - (g) if documents, shipping papers, permits, test certificates or manifests (Required Documents) are required by Bowral and/or law or regulation to accompany the waste material to Bowral's Facilities, the Customer will have prepared copies of all Required Documents in the form and number required and will present such Required Documents to Bowral upon request.

## Purpose of credit

5. The Customer acknowledges and agrees that any credit to be provided to the Customer by Bowral is to be applied wholly or predominantly for commercial purposes.

## Payment terms

6. Where the Customer has an approved commercial credit account, the terms of payment are strictly thirty (30) days from the date of invoice (or such other period as nominated by Bowral herein).
7. Where the Customer does not have an approved commercial credit account, payment shall be, at Bowral's discretion, due and payable:
  - (a) in the case of delivery of Goods, on or prior to the delivery of the Goods in accordance with clause 30;
  - (b) in the case of collection and/or delivery of waste material to Bowral's Facilities, upon delivery of the waste material to the Designated Area in accordance with clause 31; or
  - (c) by the date nominated by Bowral's invoice(s).
8. The Customer must check all invoices and advise Bowral 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 Bowral.
9. Should the Customer not pay for the Goods and/or Services supplied by Bowral in accordance with the credit terms as provided herein, or as agreed in writing by Bowral and Customer from time to time, after issuing a written demand to the Customer demanding payment within fourteen (14) days, Bowral will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
10. The Customer acknowledges that Bowral shall be at liberty to charge a surcharge for credit card transactions equal to the merchant fees incurred by Bowral.

## Formation of contract

11. Bowral may from time to time issue a quotation for the provision of Goods and/or Services at the Customer's request.
12. Unless otherwise specified in writing, quotations are exclusive of GST and shall remain valid for a period of thirty (30) days from the date of quotation. Bowral, 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 14.
13. Quotations made by Bowral will not be construed as an offer or obligation to supply in accordance with the quotation. Bowral reserves the right to accept or reject, at its discretion, any order received by it upon provision of written reasons to the Customer.
14. A binding contract will only come into existence if:
  - (a) Bowral confirms its written acceptance of the Customer's order; or
  - (b) Bowral accepts the Customer's waste material for storage or disposal at its Facilities (whether by single or multiple deliveries); or
  - (c) the Customer uses Bowral's Facilities to store or dispose of waste material (or attempts to store or dispose of waste material).
15. Placement of an order, either verbally or in writing, or use of Bowral's Facilities to store or dispose of waste material, will imply acceptance of these terms and conditions.
16. At Bowral's sole discretion, a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the order and shall immediately become due and payable upon the formation of a contract in accordance with clause 14.

## Variations

17. Where the Customer requests or directs that any Goods and/or Services be supplied that are not strictly in accordance with the quotation, then such Goods and/or Services shall constitute a variation, unless otherwise agreed between the parties.
18. Subject to clauses 19 and 20, the Customer understands and agrees that all variations shall be, at Bowral's discretion, invoiced at the rate(s) specified in the quotation or in accordance with Bowral's current prevailing rates (as amended from time to time).
19. Notwithstanding clauses 17 and 18, and subject to any rights the Customer might have under any relevant legislation, Bowral reserves the right to vary the quoted price if:
  - (a) there is any movement in the cost of supplying the Goods and/or Services specified in the Customer's order;
  - (b) the Goods and/or Services specified in the Customer's order are varied from the Goods and/or Services specified in Bowral's quotation; or
  - (c) otherwise provided for in these terms and conditions.

## Orders based on weight/quantity

20. Where the amount payable to Bowral by the Customer for Goods and/or Services is based on weight or quantity of the Goods and/or waste material to be supplied and/or stored or disposed of by Bowral, the records of the weight of the Goods and/or waste material generated by Bowral's weighbridge shall be conclusive evidence of the weight or quantity of the Goods and/or waste material.

## Material quality

21. The Customer acknowledges and agrees that recycling Goods of a description, supplied by Bowral, may vary as to the uniformity of grading of material, size, shape, moisture content, degradation factor, hardness, texture and other characteristics and Bowral to the extent permitted by law, expressly disclaims any liability with respect to such variations.
22. The Customer acknowledges that the Goods are provided on the basis they do not conform to any Australian Standard or specification except as stated on the face of the quotation. Bowral provides no warranty in relation or their compliance with any environmental law, regulation or standard. To the extent permitted by law, Bowral shall not be liable for any failure of the Customer or others to blend the Goods. At the request of the Customer, Bowral can provide a summary of the traceable stockpiles of the Goods supplied to the Customer.
23. Where the Customer requires the Goods and/or Services to be subject to special testing or inspection, the Customer must pay for all costs and expenses associated with such testing or inspection.

## Cancellation of orders

24. Unless otherwise agreed in writing between the parties, the Customer may not cancel an order (or any part of an order) unless the Customer pays to Bowral (in Bowral's sole discretion) any and all costs incurred by Bowral in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.
25. Notwithstanding any other rights Bowral may have under this Agreement, Bowral may cancel any order for Goods and/or Services, by providing written notice to the Customer if the Customer:
  - (a) defaults in payment of any invoice by the due date;
  - (b) enters into liquidation or, in the case the Customer is an individual, becomes bankrupt;
  - (c) intentionally or unintentionally misleads Bowral regarding the waste material to be stored or disposed of (or its source); or
  - (d) breaches an essential term of this Agreement.
26. To the fullest extent permitted by law, Bowral accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of Bowral exercising its rights under clause 25.

## Delivery

27. Where the Customer has retained Bowral to deliver Goods and/or collect and deliver waste material to Bowral's Facilities, the Customer shall be liable for all costs associated with the delivery of the Goods and/or the collection and delivery of the waste material to Bowral's Facilities, including freight, insurance, handling and other charges, unless otherwise agreed in writing.
28. The Customer acknowledges and accepts that any estimated collection or delivery times provided by Bowral are estimates only and Bowral will not be liable for any loss suffered by the Customer as a result of any delay in the delivery of Goods or collection and delivery of waste material to Bowral's Facilities.
29. Delivery of Goods and the collection and delivery of waste material to Bowral's Facilities will be made within Normal Business Hours (unless otherwise agreed to in writing).
30. In the case of delivery of Goods, delivery is deemed to occur at the earlier of:
  - (a) the collection of Goods from Bowral by the Customer or any third party on behalf of the Customer;
  - (b) the time of loading of Goods at Bowral's Facilities (or any other location) for the purpose of delivery to the Customer.
31. In the case of collection and/or delivery of waste material to Bowral's Facilities, delivery is deemed to occur:
  - (a) where Bowral has been retained to collect and store or dispose of waste material, upon collection of the waste material from the Customer; and
  - (b) where the Customer delivers waste material to Bowral's Facilities, upon delivery of the waste material to the Designated Area.
32. Bowral is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Customer:
  - (a) does not, or is unable to, accept delivery of the Goods; or
  - (b) is not ready for Bowral to collect the waste material at the time and place agreed between the parties.
33. The Customer accepts that Bowral may deliver Goods and/or collect the Customer's waste material in instalments and require payment for each separate instalment in accordance with these terms and conditions.
34. The Customer shall be responsible for ensuring safe and adequate access to the site for delivery and all other aspects of site safety.
35. The Customer shall notify Bowral prior to delivery of any obstacles or peculiarities in relation to the site, including, but not limited to, whether the site or its approach has a gradient of greater than eight (8) percent.
36. 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.

## Return of Goods

37. 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 Customer with particulars, of any claim that the Goods are not in accordance with this Agreement. Further, the Customer must, upon request from Bowral, allow Bowral 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 Bowral 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 must pay for the Goods in accordance with these terms and conditions.
38. The Customer cannot return Goods to Bowral without the written agreement of Bowral.
39. The Customer acknowledges and agrees that any return, other than a return due to a default by Bowral under this Agreement 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.

## Retention of title in relation to Goods

40. Until such time as the Customer has made payment in full for the Goods and until such time as the Customer has made payment in full of all other money owing by the Customer to Bowral (whether in respect of money payable under a specific contract or on any other account whatsoever):
  - (a) title in the Goods does not pass to the Customer;
  - (b) the Customer agrees that property and title in the Goods will not pass to the Customer and Bowral retains the legal and equitable title in those Goods supplied and not yet sold;
  - (c) the Customer will hold the Goods in a fiduciary capacity for Bowral and agrees to store the Goods in such a manner that they can be identified as the property of Bowral, and will not mix the Goods with other similar Goods; and
  - (d) the Customer will be entitled to sell the Goods in the ordinary course of its business but will sell as agent and bailee for Bowral and the proceeds of sale of the Goods will be held by the Customer on trust for Bowral absolutely.
41. The Customer's indebtedness to Bowral, whether in full or in part, will not be discharged by the operation of clause 40(d) hereof unless and until the funds held on trust are remitted to Bowral.
42. The Customer agrees that whilst property and title in the Goods remains with Bowral, Bowral has the right, with prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Goods of Bowral and to repossess the Goods which may be in the Customer's possession, custody or control when payment is overdue.
43. The Customer will be responsible for Bowral's reasonable costs and expenses in exercising its rights under clause 42 where the Customer is otherwise in default of the terms of this Agreement. Where Bowral 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 Bowral, its servants, agents, or employees.
44. The Customer agrees that where the Goods have been retaken into the possession of Bowral, Bowral has the absolute right to sell or deal with the Goods, and if necessary, sell the Goods with the trademark or name of the Customer on those Goods, and the Customer hereby grants an irrevocable licence to Bowral to do all things necessary to sell the Goods bearing the name or trademark of the Customer.
45. For the avoidance of doubt, Bowral's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

## Retention of title in relation to waste material

46. Until such time as the Customer has made payment in full for the Services rendered by Bowral, and until such time as the Customer has made payment in full of all other money owing by the Customer to Bowral (whether in respect of money payable under a specific contract or on any

other account whatsoever):

- (a) title in the Authorised Waste (or Unauthorised Waste, as the case may be) shall remain with the Customer and shall not pass to Bowral; and
- (b) Bowral shall have the right to dispose of the Authorised Waste (or Unauthorised Waste, as the case may be) in the ordinary course of business.

#### Risk in Goods

47. 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.
  - (a) Pursuant to Bowral's existing Terms & Conditions and in accordance with the NSW Government mandate in relation to COVID-19 we will no longer require signed acceptance as acknowledgment of receipt of goods via delivery or collection, and instead treat receipt of goods as formal acceptance of delivery or collection in accordance with our terms and conditions.
48. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Bowral is entitled to receive all insurance proceeds payable for the Goods to the extent of the indebtedness of the Customer to Bowral. The production of these terms and conditions by Bowral is sufficient evidence of Bowral's rights to receive the insurance proceeds without the need for any person dealing with Bowral to make further enquires.
49. If the Customer requests that Goods are delivered either to an unattended location, left outside, or are left outside for collection, the Customer acknowledges that Bowral will deliver the Goods as requested at the Customer's risk.

#### Risk in waste material

50. Subject to clause 51, upon delivery of the waste material in accordance with clause 31, all risk shall remain with the Customer.
51. Risk in the waste material shall only pass to Bowral upon the issuance of:
  - (a) a material assessment docket confirming the waste material is Authorised Waste;
  - (b) a signed weighbridge docket; and
  - (c) a cash receipt for payment made or upon receipt of payment in full in cleared funds in respect of all monies owing under the corresponding account invoice.

#### Unauthorised Waste

52. Bowral reserves the right to inspect any of the Customer's waste material that is subject to the provision of Services by Bowral. The Customer must provide Bowral with access to such waste material upon request and agrees to cooperate with Bowral's reasonable directions during such inspection.
53. Upon inspection, if Bowral determines that a load contains waste material which is, or includes, Unauthorised Waste or are contrary to Bowral's policies (as amended from time to time), Bowral may, at its sole discretion:
  - (a) refuse to provide Services to the Customer in relation to such waste material; or
  - (b) send the Unauthorised Waste to a licensed facility that is capable of dealing with the Unauthorised Waste.
54. A load containing Unauthorised Waste may be rejected in entirety as a contaminated load.
55. The Customer acknowledges that:
  - (a) notwithstanding any representations made by the Customer in relation to the waste material; and
  - (b) notwithstanding any test certificates or other documents provided to Bowral by the Customer, Bowral's classification of the waste materials provided by the Customer shall be conclusive evidence of the waste materials to be stored or disposed of.
56. The Customer agrees to accept the return of any Unauthorised Waste rejected by Bowral. If any Unauthorised Waste is handled, tested, treated, transported, stored or disposed of by Bowral, it shall be so handled, tested, treated, transported, stored or disposed of in Bowral's capacity as agent for the Customer at the Customer's expense.
57. For the avoidance of any doubt, the Customer agrees to indemnify Bowral against all loss or damage resulting from Bowral dealing with Unauthorised Waste.
58. Where a contaminated load is identified as trackable under Schedule 1 of the Protection of the Environment Operations (Waste) Regulation 2014 (NSW), the Customer holds responsibility for the provision of a NSW EPA Consignment Authorisation and Transport Certificate.

#### Suspension and cancellation of terms of credit

59. Bowral reserves the right to withdraw or suspend credit at any time.
60. Notwithstanding anything herein, the Customer acknowledges that if the Customer (or the Customer's servants, agents, contractors or employees) are deemed by Bowral, in its sole discretion, to act (or have acted) in an aggressive, threatening manner or violent manner, then Bowral reserves the right to:
  - (a) refuse to provide Goods and/or Services to the Customer;
  - (b) refuse access to Bowral's Facilities; and/or
  - (c) suspend credit facilities to the Customer and/or terminate this Agreement.
61. If the Customer defaults in the payment of any amount due to Bowral pursuant to this Agreement and does not cure such default within seven (7) days after being given notice of such default, Bowral may terminate this Agreement (to be effective immediately) upon notice to the Customer.
62. Upon the withdrawal of credit in accordance with clause 59, or upon termination of this Agreement in accordance with clause 60(c) or 61, all liabilities incurred by the Customer become immediately due and payable to Bowral.
63. For the avoidance of doubt, termination of this Agreement will not affect:
  - (a) 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
  - (b) the rights and/or obligations pursuant to this Agreement which by their nature are intended to survive termination of this Agreement.

#### Indemnity

64. The Customer agrees to indemnify Bowral and keep Bowral indemnified against any claim that arises out of:
  - (a) the Goods and Services supplied under this Agreement to the extent that such a claim is a consequence of a default by the Customer under the terms of this Agreement;
  - (b) violation of any law or regulation committed, caused, or contributed by the Customer;
  - (c) injury or to death to persons, loss or damage to property, contamination of the environment and/or Bowral's Facilities caused by, or in connection with, delivery or unloading of the waste material at Bowral's Facilities by the Customer or its servants, agents, contractors or employees; and
  - (d) negligent or wilful acts or omissions of the Customer or its servants, agents, contractors or employees.
65. The indemnity contemplated by clause 64 includes any legal fees and expenses Bowral incurs in order to enforce its rights, on an indemnity basis.

#### Provision of further information

66. The Customer undertakes to comply with any reasonable written requests by Bowral to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
67. If the Customer is a corporation (with the exception of a public listed company), it must advise Bowral 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 Bowral may ask for its directors to sign a guarantee and indemnity.

#### Corporations

68. If the Customer is a corporation, the Customer warrants that all of its directors have signed this Agreement and acknowledges that all of its directors may be required to enter into a guarantee and indemnity with Bowral in relation to the Customer's obligations to Bowral.

#### Trustee capacity

69. If the Customer is the trustee of a trust (whether disclosed to Bowral or not), the Customer warrants to Bowral that:
  - (a) the Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
  - (b) the Customer has the right to be reasonably indemnified out of trust assets;
  - (c) the Customer has the power under the trust deed to sign this Agreement; and
  - (d) the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising Bowral and having the new or additional trustee sign an agreement on substantially the same terms as this Agreement.
70. The Customer must give Bowral a copy of the trust deed upon request.

#### Partnership

71. If the Customer enters into this Agreement in its capacity as a partnership, the Customer warrants that all of the partners have signed this Agreement and that all of the partners may be required to enter into a guarantee and indemnity with Bowral in relation to the Customer's obligations to Bowral.
72. 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 Bowral. In the case of a change of partners, Bowral may ask for new guarantors to sign a guarantee and indemnity.

#### Insolvency

73. If the Customer becomes insolvent, to the extent permitted by law, the Customer remains liable under this Agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this Agreement even if Bowral receives a dividend or payment as a result of the Customer being insolvent.

#### Waiver

74. A waiver of any provision or breach of this Agreement by Bowral must be made by an authorised officer of Bowral in writing. A waiver of any provision or breach of this Agreement by the Customer must be made by the Customer's authorised officer in writing.
75. Until ownership of the Goods passes, the Customer waives its rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by Bowral and the Customer:
  - (a) under section 95 to receive notice of intention to remove an accession;
  - (b) under section 118 to receive notice that Bowral intends to enforce its security interest in accordance with land law;
  - (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
  - (d) under section 129 to receive a notice of disposal of Goods by Bowral purchasing the Goods;
  - (e) under section 130 to receive a notice to dispose of Goods;
  - (f) under section 132(1) to receive a statement of account following disposal of Goods;
  - (g) under section 132(4) to receive a statement of account if no disposal of Goods for each six (6) month period;
  - (h) under section 135 to receive notice of any proposal of Bowral to retain Goods;
  - (i) under section 137(2) to object to any proposal of Bowral to retain or dispose of Goods;
  - (j) under section 142 to redeem the Goods;
  - (k) under section 143 to reinstate the security agreement; and
  - (l) under section 157(1) and 157(3) to receive a notice of any verification statement.

#### Security/charges

76. The Customer charges in favour of Bowral 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 the amount of its indebtedness hereunder until discharged.
77. The Customer charges in favour of Bowral 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 the amount of its indebtedness hereunder until discharged.
78. As security for the payment of the amount of its indebtedness to Bowral from time to time, the Customer irrevocably appoints as its duly constituted attorney Bowral'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 Bowral 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).
79. Where the Customer has previously entered into an agreement with Bowral 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. Bowral 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.

#### Costs

80. The Customer must pay for its own legal, accounting and business costs and all costs incurred by Bowral relating to any default by the Customer under this Agreement. The Customer must also pay for all stamp duty and other taxes payable on this Agreement (if any).
81. The Customer will pay Bowral'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.
82. Subject to clauses 83 and 84, payments by, or on behalf of, the Customer will be applied by Bowral as follows:
  - (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 43, 64, 65 and 81.
  - (b) Secondly, in payment of any interest incurred in accordance with clause 87.
  - (c) Thirdly, in payment of the outstanding invoice(s), or part thereof in an order determined by Bowral in its absolute discretion.
83. To the extent that payments have been allocated to invoices by Bowral in its business records, Bowral may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at Bowral's absolute discretion, including in a manner inconsistent with clause 82 herein.
84. Payments allocated (and/or reallocated) under clause 82 and/or 83 will be treated as though they were allocated (and/or reallocated) in the manner determined by Bowral on the date of receipt of payment.

#### Taxes and duty

85. The Customer must pay GST on any taxable supply made by Bowral to the Customer under this Agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
86. If as a result of:
  - (a) any legislation becoming applicable to the subject matter of this Agreement; or
  - (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;Bowral becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Bowral these additional amounts on 48 hours' written demand.

#### Interest rates

87. The interest rate on any outstanding debts is a fixed rate of ten (10) percent per annum.

#### Set-off

88. All payments required to be made by the Customer under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by Bowral and the Customer in writing or as required by law.
89. Any amount due to Bowral from time to time may be deducted from any monies which may be or may become payable to the Customer by Bowral.

#### Limitation of liability

90. In relation to the supply of Goods, to the extent permitted by law, Bowral's liability is limited to:
  - (a) replacing the Goods or supplying similar Goods;
  - (b) repairing the Goods;
  - (c) providing the cost for replacing the Goods or for acquiring equivalent Goods; and
  - (d) providing the cost for having the Goods repaired.
91. In relation to the supply of Services, to the extent permitted by law, Bowral's liability is limited to:
  - (a) supplying the Services again; or
  - (b) providing for the cost of having the Services supplied again.
92. To the extent permitted by law, the Customer agrees to release Bowral and its servants, agents, contractors, and employees from all claims (including, but not limited to, claims with respect to injury or death to persons or loss of damage to property) arising out of:
  - (a) the presence of the Customer or its servants, agents, employees or contractors at Bowral's Facilities; and
  - (b) use by the Customer or its servants, agents, employees or contractors of the Services or Bowral's Facilities.
93. Bowral is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer as a result of the Goods and/or Services supplied under this Agreement.

#### Safety

94. The Customer acknowledges and accepts that protective personal equipment including a dust mask and goggles must be worn at all times when drilling, cutting, sawing or grinding quarry products to protect persons from illness or disease that may result from the inhalation of dust particles (which may contain harmful substances such as crystalline silica). The Customer must ensure that all personnel who have the potential to, or work with purchased quarry products, avoid contact with exposed skin areas and that a dust mask and goggles are worn at all times as protection from dust when drilling, sawing, cutting or grinding. These are general guidelines only and should not be treated as exhaustive. Specific advice should also be sought by the Customer



## TERMS AND CONDITIONS

from Safework Australia or Workcover in relation to obligations that the Customer owes to its personnel. The Customer acknowledges that it has appraised itself of the risks in relation to the supply/delivery of the Goods and Services and that it will take all appropriate safety precautions and training of its personnel. The Customer may contact Bowral for more information or a Material Safety Data Sheet.

95. The Customer is responsible for ensuring when they, or an authorized agent, attends the Bowral's Facilities that it will attend and receive an induction on site and follow the site rules whilst on site.

### Miscellaneous

96. Bowral is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, floods, tempest, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, safety reasons, acts of God or any other activity beyond Bowral's control.
97. The parties may assign their rights and/or obligations under this Agreement only with the other party's written consent.
98. The Customer will, at the request of Bowral, execute documents and do such further acts as may be required for Bowral to register pursuant to the PPSA the security interest granted by the Customer under the PPSA.
99. The Customer agrees to accept service of any document required to be served, including any notice under this Agreement or any originating process, by prepaid post at any address nominated in this application or any other address later notified to Bowral by the Customer or the Customer's authorised representative.
100. The Customer further agrees that where Bowral has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
101. The Customer irrevocably grants to Bowral the right to enter upon the Customer's property or premises, with notice, and without being in any way liable to the Customer or to any third party, if Bowral has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify Bowral from any claims made by any third party as a result of such exercise.
102. Nothing in this Agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Goods and/or Services pursuant to this Agreement of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

### Severance

103. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
104. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

### Variation of Agreement

105. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of Bowral at any time by written notice to the Customer. Subject to clause 106, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Customer.
106. If the Customer does not agree with the variation(s) proposed by Bowral, it must notify Bowral in writing within fourteen (14) days from receipt of the written notice that the variation(s) is/

are not agreed to. Bowral 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 Bowral without notification.

107. Any proposed variation to these terms and conditions by the Customer must be requested in writing. Bowral may refuse any such request without providing reasons either orally or in writing.
108. Variations requested by the Customer will only be binding upon Bowral if they are in writing signed by an authorised officer of Bowral.

### Consent to register

109. The Customer hereby consents to Bowral recording the details of this Agreement on the PPSR and agrees to do all things necessary and reasonably required by Bowral to effect such registration.
110. The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the PPSR.

### Jurisdiction

111. The Customer acknowledges and agrees that this Agreement will be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
112. The Customer acknowledges and agrees that any contract for the supply of Goods and/or Services between Bowral and the Customer is formed at the address of Bowral.
113. The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

### Entire agreement

114. This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by Bowral and the Customer in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.
115. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (Original Agreement) between the Customer and Bowral, these terms and this Agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
116. For the avoidance of doubt, the Customer understands and agrees that these terms will prevail over, and Bowral will not be bound by, any conditions (express or implied) added or provided by the Customer, whether in an order or otherwise, unless otherwise agreed in writing by Bowral.

### Privacy Act

117. The Customer agrees to the terms of the Privacy Statement pursuant to the Privacy Act 1988 contained in this document.

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

I am/We are authorised to sign this credit application form on behalf of the Customer and the information given is true and correct.

1.	Signature		Witness signature	
	Name (print)		Witness name (print)	
	Position		Date	
	Date			
2.	Signature		Witness signature	
	Name (print)		Witness name (print)	
	Position		Date	
	Date			
3.	Signature		Witness signature	
	Name (print)		Witness name (print)	
	Position		Date	
	Date			
4.	Signature		Witness signature	
	Name (print)		Witness name (print)	
	Position		Date	
	Date			

# DEED OF GUARANTEE & INDEMNITY

To: **Bowral Waste Centre Pty Ltd ACN 629 389 519 and its related bodies corporate**

**(Bowral)**

We, the below named directors / partners (**Guarantors**) of \_\_\_\_\_ of

ACN / ABN \_\_\_\_\_ (**Customer**), hereby covenant and undertake and if more than one, jointly and severally, as follows.

**Jurisdiction**

- The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
- The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

**Consideration**

- In consideration of Bowral 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 Bowral of all money which is now or at any time in the future becomes due and payable to Bowral 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 Bowral arising out of a relationship of trustee and beneficiary.

**Guarantee and indemnity**

- The Guarantors agree to guarantee and indemnify Bowral against all losses damages or expenses that Bowral may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to Bowral whether for goods sold, services provided or otherwise or to observe the terms of any agreement between the Customer and Bowral, 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 Bowral 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 Bowral.
- 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 Bowral to the credit of any account of the Customer or the Guarantors, or deemed to be held on trust by the Customer for Bowral, 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.
- 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 Bowral will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- Bowral will have the right to enforce this guarantee and indemnity, irrespective of whether Bowral 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, Bowral 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.
- This guarantee and indemnity will continue in force until such time as Bowral releases all of the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Customer.
- This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of Bowral against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
  - any other security taken by Bowral from the Customer or from any other person;
  - 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;
  - Bowral refusing further credit to the Customer;
  - Bowral varying the terms of the Customer's account or if the arrangements between Bowral and the Customer are changed in any other way (even if this increases the Guarantors' liability under this Guarantee and Indemnity);
  - 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
  - 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**

- 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 Bowral has been paid in full.
- In the event of the Customer going into liquidation, the Guarantors will be prohibited from proving in competition with the Customer unless and until Bowral has been paid in full.

**Insolvency of Customer**

- No sum of money which the Customer pays to Bowral and Bowral 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**

- Bowral is at liberty from time to time to charge the account of the Customer with all costs, charges and expenses, legal or otherwise that Bowral incurs in connection with:
  - the account of the Customer;
  - this guarantee and indemnity;
  - any other security in respect of the indebtedness of the Customer to Bowral;
  - the preparation, completion and stamping of this deed; or
  - the exercise or attempted exercise of any right, power or remedy conferred on Bowral under or by virtue of this deed;
 and the same will be part of the monies secured by this deed.
- The Guarantors agree to pay Bowral's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
- As security for the payment of the amount of the indebtedness to Bowral from time to time, the Guarantors irrevocably appoint as their duly constituted attorney Bowral'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 Bowral 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**

- The Guarantors authorise Bowral to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to Bowral, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by Bowral 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**

- 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**

- The Guarantors charge in favour of Bowral 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 the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- The Guarantors charge in favour of Bowral 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 the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- This guarantee and indemnity secures the repayment of all monies owed by the Customer whatsoever, and this deed constitutes the entire guarantee.
- Where the Guarantors have previously entered into an agreement with Bowral 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. Bowral may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

**Personal Property Securities Act**

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

- 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 Bowral by the Guarantors or the Guarantors' authorised representative.

**Privacy Act**

- 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) \_\_\_\_\_

1.	Signature	
	Name (print)	
	Position	
2.	Signature	
	Name (print)	
	Position	
3.	Signature	
	Name (print)	
	Position	
4.	Signature	
	Name (print)	
	Position	

Witness signature	
Witness name (print)	
Witness signature	
Witness name (print)	
Witness signature	
Witness name (print)	
Witness signature	
Witness name (print)	