

PART B

Where the Customer is a company or Trust, the following guarantee is to be signed by all directors of the company, or where applicable, the directors of the Trustee company. Where the Trustee is not a company, the guarantee must be signed by each of the Trustees as guarantor:

GUARANTEE & INDEMNITY

In consideration of HMPG agreeing at the request of the Customer to sell goods and/or services or give credit to the Customer, the directors of the Customer being the persons required to sign this application on behalf of the Customer, and such other persons required by HMPG to sign this application (regardless of whether or not the Customer is a corporation) ("Guarantor"), jointly and severally enter into this Guarantee and Indemnity ("Guarantee") in favour of HMPG on the following terms.

Guarantee

The Guarantor unconditionally and irrevocably guarantees to HMPG the due and punctual payment of the Guaranteed Moneys and agrees:

(a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable; (b) any statement signed by an HMPG director, secretary, manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under this Guarantee is, in the absence of manifest error, binding and conclusive; (c) this Guarantee is a continuing guarantee and indemnity and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by, any other security or guarantee held by HMPG for the payment of the Guaranteed Moneys; (d) the liabilities of the Guarantor and the rights of HMPG under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and (e) if any payment by the Customer is avoided or set aside whether by a court order or by agreement pursuant to a settlement, or refunded or reduced or rendered unenforceable by any laws, that payment will be taken not to have been made and HMPG is entitled to recover from the Guarantor the value of that payment as if that payment had never been made.

Indemnity

The Guarantor as a separate and principal obligation unconditionally and irrevocably indemnifies HMPG against any loss HMPG suffers as a result of the nonpayment of the Guaranteed Moneys. HMPG need not incur any expense or make any payment before enforcing this right of indemnity.

Waiver

No failure or delay by HMPG to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. HMPG's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

Claim in Insolvency

Until this Guarantee is released by HMPG, the Guarantor will not, without HMPG's consent, prove in any Insolvency Process of the Customer in competition with HMPG.

Application of Moneys Received

If HMPG receives or recovers money in respect of debts of the Customer or anyone else, HMPG may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

Charge

As security for payment to HMPG of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of HMPG the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and equitable, in freehold and leasehold land) both current and later acquired. The Guarantor irrevocably appoints any authorised representative of HMPG as its attorney to do all things necessary to perfect each such charge.

Expenses

The Guarantor must pay to HMPG all costs, charges, fees and expenses incurred by HMPG in connection with entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

Acknowledgment

The Guarantor acknowledges that the Guarantor: (a) has entered into this Guarantee voluntarily; (b) is liable for all Guaranteed Moneys irrespective of HMPG having set, not set, increased or reduced any credit limit and whether notified to the Guarantor or not; (c) has continuing obligations under this Guarantee notwithstanding the Guarantor may cease to be a director of, or otherwise associated with the Customer; (d) has read and understood the nature and consequences of entering into this Guarantee; (e) has not signed this Guarantee on the basis of any representation of any of HMPG, its employees, agents or representatives or under the duress of any person; (f) is entitled to seek independent legal advice before signing this Guarantee; (g) submits to the nonexclusive jurisdiction of the courts of Victoria and agrees that the law applying in Victoria is the proper law governing this Guarantee.

If there is more than one Guarantor, the Guarantor remains liable notwithstanding the failure by any other Guarantor to sign, or their release by operation of law or otherwise.

Assignment

The Guarantor acknowledges and agrees that HMPG may assign the benefit of the Guarantee at any time without the prior written consent or knowledge of the Guarantor.

Severance

Each clause and sub-clause of this Guarantee is separate and independent. If any clause or sub-clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

Definitions

In this Guarantee, unless the context requires otherwise:

Guaranteed Moneys

Means all moneys which are, will or may be at any time in the future, owing or payable to HMPG by the Customer for any reason whatsoever and includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages.

Insolvency Process

Includes any bankruptcy or personal insolvency agreement, administration or liquidation of a corporation, scheme of arrangement, deed of company arrangement, receivership, receivership and management or anything similar;

HMPG

Means HMPG Pty Ltd (ACN 649 003 832) and its "related bodies corporate", as that phrase is defined in the Corporations Act 2001 (Cth) or any one or more of them as the context permits or requires.

Interpretation

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns. This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

The Guarantor/s acknowledge that prior to execution of this guarantee they read and understood, as evidenced by their signatures hereto, the terms and conditions of the supply of goods and/or services by HMPG to the Customer pursuant to this Credit Application and the Conditions of Sale referred to in Part C of this Credit Application and their liability and obligations to HMPG as set out herein.

PART C

1. Quotations of Prices

The prices quoted:

(a) Are based on HMPG's estimated costs of supply at the time of the order and may be increased by HMPG on notice to the Customer due to any increase in HMPG's cost of supply or delivery of the goods and/or services between the date of the order and the date of delivery. The Customer shall be entitled to cancel its order within seven (7) days of receipt of written notice by HMPG to the Customer of any increase in the cost of the goods and/or services being supplied pursuant to the order. Should the Customer fail to cancel the order, the Customer shall be deemed to have accepted the increase in the cost of the order;

(b) Are, unless specified to the contrary in the order, exclusive of delivery costs, cost of insurance, goods and services tax and any and all other taxes, imposts and duties which will be for the Customer's account.

2. Payment Terms

Unless otherwise agreed in writing between HMPG and the Customer, trading terms are net thirty (30) days from date of statement issued by HMPG. Should payment not be received on time, HMPG shall, without prejudice to its rights, be entitled to withdraw credit facilities extended to the Customer.

3. Orders & Cancellations

(a) HMPG may in its absolute discretion refuse to supply goods or services for any reason whatsoever.

(b) Should there be any discrepancy between the order by telephone as recorded and processed by HMPG and later confirmation in writing by the Customer, HMPG's record of telephone order shall prevail.

(c) Once an order has been accepted by HMPG, the Customer can only cancel, vary or suspend the order (whether in whole or in part) if HMPG agrees in writing to such cancellation, variation or suspension.

(d) The Customer agrees to accept delivery of all goods held by HMPG or in transit in respect of such order.

(e) The Customer agrees to pay all costs, expenses and liabilities incurred by HMPG in consequence of the cancellation, variation or suspension of the order and accepts consequential delay.

4. Claims and Returns

The Customer shall be deemed to have waived any claim for short, defective or wrongful delivery of the goods or for any damage to the goods of whatsoever nature which the Customer has not notified to HMPG in writing within seven (7) days of delivery (time being of the essence).

Goods delivered in accordance with Customers requirements and/or orders placed for goods will not be accepted for return or cancellation and credit unless agreed in writing by HMPG. If cancellation or return of goods is accepted by HMPG, a restocking fee equivalent to twenty per cent (20%) of the invoiced price of the goods shall, at HMPG's sole discretion, become due and payable by the Customer to HMPG.

Returns, if accepted, must be sent to HMPG at the Customer's cost and risk.

5. Delivery

Any time quoted for delivery is an estimate only and HMPG shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery arising from any circumstances of whatsoever nature.

6. Property & Risk

Until the Customer has paid to HMPG all moneys owed to it in respect of the goods and/or services supplied by HMPG to the Customer including any interest payable by the Customer to HMPG in accordance with these Conditions of Sale, the legal and equitable title in those goods shall be, and be deemed to be, retained by the Company and property in the goods and/or services supplied in accordance with the invoice shall only pass to the Customer when the whole of the purchase price and interest payable thereon for the goods and/or services so supplied to the Customer has been paid by the Customer to HMPG in full. A cheque or other negotiable security given by the Customer to HMPG shall not be deemed to constitute payment for the goods and/or services until such time as they are cleared.

7. Personal Property Securities Act 2009 ("PPSA")

The capitalised terms used in clause 3 of these Conditions of Sale, shall have the same meaning as given in the Personal Property Securities Act 2009 ("PPSA").

The Customer acknowledges and agrees that its acceptance of the terms and conditions set out in these Conditions of Sale, form part of the contract between HMPG and the Customer for the supply of goods pursuant to this Credit Application which constitutes a Security Agreement that covers the Collateral for the purposes of the PPSA.

HMPG (as Secured Party) holds a Security Interest over all of the present and after acquired goods supplied by HMPG to the Customer and any Proceeds of the sale of those goods ("Collateral").

Any purchase by the Customer on credit terms from HMPG and retention of title pursuant to clause 2 of the Conditions of Sale will constitute a Purchase Money Security Interest ("PMSI"). The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.

HMPG will continue to hold a Security Interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, mingled or become an accession with other goods.

a) HMPG's Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interests.

The Customer will, until title in the goods pass to the Customer, keep all goods supplied by HMPG free of any charge, lien or Security Interest and not otherwise deal with the goods in any way that will or may prejudice any rights of HMPG under these Conditions of Sale or the PPSA; and

In addition to any rights granted to HMPG pursuant to these Conditions of Sale, HMPG may exercise any and all remedies afforded to it as a Secured Party under the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect of which the Customer has granted a Security Interest to HMPG.

The Customer undertakes to sign any documents and provide such information as may be reasonably required by HMPG to register its Security Interest over the Collateral and to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register and indemnifies HMPG for all expenses incurred in such registration.

The Customer will give HMPG not less than 7 days written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPS Register to enable HMPG to register a Financing Change Statement if required.

Insofar as the law permits, HMPG and the Customer agree that: Sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under these Conditions of Sale; and

The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3) and 132(4) of the PPSA and its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA and further waives its rights to receive a verification statement in accordance section 157 of the PPSA.

The Customer shall unconditionally ratify any action taken by HMPG under this clause 3 which will survive the termination of these Conditions of Sale to the extent permitted by law.

8. Interest

If the Customer fails to pay the purchase price for the goods and/or services or any other moneys on a due date, then in addition to its other rights under these Conditions of Sale, HMPG may charge, and the Customer shall be liable for, interest on any outstanding amount due and payable by the Customer to HMPG at the rate of two per cent (2%) per month compounded monthly and calculated from due date for payment to date upon receipt of payment by HMPG.

9. Default

On the happening of any of the following events:

- The commission by the Customer of any acts of bankruptcy or the Customer going into liquidation or a petition being presented for the sequestration of the Customer's estate or for the winding up of the Customer; or
- The Customer assigning its property for the benefit of creditors or having a liquidator, provisional liquidator, receiver, administrator or official manager appointed; or
- The Customer failing to make any payment to HMPG by the due date; or
- The Customer being in breach of any of these Conditions of Sale, HMPG shall, inter alia, have the right to:

cease supplying goods and/or services and/or services;
 decline to deliver the goods and/or services or any balance of the goods and/or services then due under any agreement or under any transaction;
 stop any goods in transit;
 otherwise cease to perform any of its obligations to the Customer;
 terminate any transaction without incurring any liability at law or in equity without prejudice to its rights to recover amounts owing to it by the Customer including any damages;
 enter into the premises of the Customer and repossess any goods already delivered and not paid for;
 recover from the Customer, if applicable, the costs for freight, insurance, handling, storage and other costs and expenses incurred by HMPG in relation to the goods supplied or ordered by the Customer; and sell elsewhere the goods and claim from the Customer any resultant loss.
 Should HMPG by its servants or agent enter upon any premises where goods are situated for the purpose of repossessing such goods in accordance with its rights under the Conditions of Sale and an action is brought against HMPG for trespass or any other action against HMPG based upon such entry or anything done during or in connection with such entry, the Customer shall indemnify and keep indemnified HMPG for all damages for which HMPG may be responsible as a result of such action.

10. GST

All monies payable by the Customer to HMPG, being the consideration for the supply of goods and/or services expressed in these Conditions of Sale, are exclusive of GST. The Customer must, in addition to all monies payable by the Customer to HMPG pursuant to these Conditions of Sale, pay to HMPG the GST imposed or payable in respect of any and all supply of goods and/or services by HMPG to the Customer. GST in this clause refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time.

11. Indirect Loss

Insofar as the law permits, HMPG shall not be liable in any manner whatsoever for any indirect or consequential losses suffered or incurred by the Customer including in particular but not limited to any loss by reason of delay, negligence or any act or matter or thing done, permitted or omitted by HMPG or its employee, servants or agents.

12. Disclaimer of Implied Warranty

The Customer agrees that it has not relied upon HMPG, its employees, servants or agents' skill or judgment in selecting the goods and/or services for any particular purpose and, insofar as the law permits, this sale is made without any warranty by HMPG, its agents or servants that the goods and/or services are suitable for any particular purpose.

It is hereby agreed that any description of the goods and/or services contained in these Conditions of Sale or in any order taken by HMPG's employees, servants or agents is for the sole purpose of identifying them, is not part of the basis of the sale, and does not constitute a warranty that the goods and/or services shall conform to that description, that the use of any sample or model in connection with the sale of the goods and/or services is for illustrative purposes only, is not part of the basis of the bargain and is not to be construed as a warranty that the goods and/or services will conform to the sample or model.

13. Termination

Notwithstanding anything contained in the Conditions of Sale, HMPG shall, on written notice to the customer, be entitled to forthwith terminate this agreement and cease supplying any further goods and/or services.

14. Charge

As security for payment of all moneys payable to HMPG by the Customer, the Customer charges in favour of HMPG the whole of the Customer's undertaking, property and assets (including, without limitation, all of the Customer's interests both legal and beneficial in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to register each such charge.

15. Liability of HMPG:

(a) Subject to sub-clauses (b) and (c) below, HMPG will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by HMPG, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so. Without limiting the foregoing, any works, including rectification works are at the sole cost and expense of the Customer. (b) In respect of Products supplied by HMPG to the Customer, subject to sub-clause (d), if the Customer is a Consumer, the liability of HMPG however caused, suffered or incurred by the Customer because of a failure to comply with a Consumer Guarantee is limited, at HMPG's option, to replacement of the Product or supply of equivalent Product; repair of the Product; payment of the cost of replacing the Product or acquiring equivalent Product; or payment of the cost of having the Product repaired. (c) In respect of services supplied by HMPG to the Customer, subject to sub-clause (d), if the Customer is a Consumer, the liability of HMPG however caused, suffered or incurred by the Customer because of a failure to comply with a Consumer Guarantee is limited, at HMPG's option, to supplying the services again or payment of the cost of having the services supplied again. (d) Sub-clauses (b) and (c) do not apply if: it is not 'fair and reasonable' for HMPG to rely on them in accordance with sections 64A(3) and (4) of the Australian Consumer Law; the Products are Consumer Goods; the services are Consumer Services; or the loss arises in relation to any guarantee pursuant to any of sections 51, 52 or 53 of the Australian Consumer Law.

16. Intellectual Property

These Terms do not give the Customer any intellectual property rights in the Products. HMPG is not liable to the Customer for any infringement or unauthorised use of intellectual property rights.

17. Expenses

The Customer must pay to HMPG any costs, charges and expenses (including all stamp duty and legal fees calculated on a full indemnity basis) incurred by HMPG in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms.

18. Application of Laws

The parties submit to the non-exclusive jurisdiction of the courts of Victoria and agree that the law applying to Victoria is the proper law governing these Terms.

19. Assignment

HMPG may assign the Contract without the prior written consent or knowledge of the Customer.

20. Effect of Other Terms:

These Terms supersede all previous terms and conditions between HMPG and the Customer. No terms of the Customer apply to any agreement between the Customer and HMPG.

21. Amendment to Terms:

HMPG may amend these Terms from time to time without reference to the Customer and such Terms, as amended, will apply from such date. The current Terms are available on the HMPG website hmpg.com.au. The Customer agrees that any orders placed with HMPG are subject to the Terms displayed on the website as at the date the order is accepted by HMPG.

22. Trusts:

These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

23. Severance:

Each clause and sub-clause of these Terms is separate and independent. If any clause or sub-clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

24. Trusts: Set-Off:

HMPG may set-off amounts owing by HMPG to the Customer or the Customer's Related Bodies Corporate against moneys owing by the Customer to HMPG on any account. HMPG's right of set-off does not exclude or limit the Customer's obligations (including to pay) in any way. The Customer may not set-off.

25. General

No waiver or alteration of these Conditions of Sale shall be binding upon HMPG unless a duly authorised officer of HMPG consents in writing.

Notices to the Customer or Company shall be sufficiently delivered if mailed in the ordinary course of post or delivered by hand to the last known address or sent by fax to the last known fax number and shall be deemed to have been delivered by mail two (2) days after mailing or faxed upon confirmation of the facsimile transmission.

If any provision or part of these conditions shall be invalid or unenforceable, the invalidity or unenforceability of the remainder shall not be affected provided the fundamental purpose of these Conditions of Sale are not thereby substantially altered.

Failure by HMPG to insist upon strict performance of any term of these Conditions of Sale shall not be deemed a waiver thereof or of any rights that HMPG may have.

Insofar as the law permits, HMPG and the Customer acknowledge that any transaction entered into pursuant to these Conditions of Sale is solely for business purposes and the terms and conditions of any consumer code or regulation or similar legislation whether existing now or in the future will, insofar as the law permits, not apply.

The Customer authorises HMPG to seek from any of the Customer's credit providers, information relating to the Customer's credit worthiness and credit history and such credit providers are authorised and permitted by the Customer under the Privacy Act 1988 as amended from time to time to give such information to HMPG.