



Schedule 1 – RRP of Goods

[insert]

Schedule 2 - Credit Application

Credit Application Schedule	
This credit application must be completed by completed and signed by the Customer, where the Customer applies to Superior Steel Products T/AS Superior Pet Goods ABN: 54 627 545 537 (SPG) to have Goods supplied on credit.	
Legal Entity Name:	
Trading Name:	
ABN/ACN:	
Type of Legal Entity:	☐ Pty Ltd ☐ Sole Trader ☐ Partnership
Business Site Address:	
Billing Address if different:	
Accounts Payable Contact Details:	Name Business Phone Mobile Phone Email
Nature of Business:	
In business since:	
Amount of Credit Requested	\$ per month
Business References	Name Ph. No. Name Ph. No. Name Ph. No.
Marketing Contact	
Marketing Email	
Shipping Address Line 1	
Shipping Address Line 2	
City, Postcode, State	
Opening Hours for Delivery	
Forklift Onsite	
Signed by or on behalf of Customer	Signature Name Date Position Held
Office Use	\$ Credit Limit Authorised By Date Signature



Schedule 3 - Guarantee & Indemnity

This Deed of Guarantee and Indemnity must be completed and signed by all directors (where the Customer is a company) and business partners (where the Customer is a partnership), owner (where the Customer is a sole trader) in the presence of independent witnesses, where the Customer applies to Superior Steel Products T/AS Superior Pet Goods ABN: 54 627 545 537 (SPG) to have Goods supplied on credit.

Where there is joint ownership of personal assets, where the joint owners are spouses/partners of directors, sole traders and business partners, these joint owners must also sign as Guarantors in the presence of independent witnesses.

I/We, the Guarantors, _____
Insert Guarantor(s) name as applicable

have requested that SPG supply _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust) _____
Insert Trust Name

Trading as (if applicable) _____
Insert Registered Business Name

(the "Customer")

of _____
Insert Street Address (not a PO Box) State Postcode

with Goods on credit.

If SPG elects to supply Goods to the Customer on credit, this Guarantee & Indemnity applies.

Executed as a Deed

Guarantor		Independent Witness (not spouse or family member)	
Name:		Name:	
Address:		Address	
Signature:		Signature:	
Date:	/ /	Date:	/ /

Guarantor		Independent Witness (not spouse or family member)	
Name:		Name:	
Address:		Address	
Signature:		Signature:	
Date:	/ /	Date:	/ /

Guarantor		Independent Witness (not spouse or family member)	
Name:		Name:	
Address:		Address	
Signature:		Signature:	
Date:	/ /	Date:	/ /



1. Guarantee

The Guarantor unconditionally and irrevocably guarantees:

- 1.1 payment to SPG of the whole Price charged by SPG for SPG Goods supplied to the Customer from time to time, without any deduction or setoff whatsoever;
- 1.2 payment of any other monies now or in the future owing by the Customer to SPG;
- 1.3 the performance of the obligations of the Customer pursuant to the Wholesale Terms applying between SPG and the Customer.

2. Indemnity

- 2.1 The Guarantor indemnifies and forever holds harmless SPG against all Loss which SPG incurs as a result of any default by the Customer including legal costs on an indemnity basis.
- 2.2 If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, the Guarantor indemnifies and forever holds harmless SPG against any costs or losses it may incur in connection with such claim.
- 2.3 The Guarantor will indemnify SPG against all costs and expenses incurred by SPG as the case may be in connection with the preparation and registration of such mortgage documents including legal costs on an indemnity basis.

3. Extent of Guarantee and Indemnity

This clause applies and the obligations of the Guarantor are continuing under this Guarantee and Indemnity and remain unaffected:

- 3.1 if SPG grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases the Guarantor's liability under this Guarantee and Indemnity);
- 3.2 by the release of any of the Guarantors or if this Guarantee and Indemnity is or becomes unenforceable against one or more of the Guarantors;
- 3.3 any payment by the Customer being later avoided by law, whether or not the Guarantor has been given notice of these matters; or
- 3.4 by the Customer entering into a deed of company arrangement or being wound up.

4. Acknowledgements

The Guarantor acknowledges that:

- 4.1 an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by SPG to the Customer and, without further notice to the Guarantor, this Guarantee and Indemnity will extend to all liabilities of the Customer to SPG;
- 4.2 SPG is entitled to recover against Guarantor without first having first taken steps to recover against the Customer or any other Guarantor;
- 4.3 this Guarantee may be withdrawn by the Guarantor on expiry of 14 days following written notice of withdrawal being delivered to the credit manager of SPG at its registered office. This Guarantee will continue in force in respect of all debt and other undischarged obligations of the Customer to SPG, up to the date of withdrawal.
- 4.4 as security for the obligations and liabilities of the Guarantor, the Guarantor is charged with the due and punctual payment and performance of those obligations and liabilities, all of the Guarantor's legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of SPG, and it is acknowledged that the charge created by this clause is a proprietary right and not merely a contractual right only.
- 4.5 without limiting the generality of the charge in clause 8.4, the Guarantor will on request by SPG execute any documents and do all things reasonably required by SPG to register a mortgage security over any such Real Property. In the event that the Guarantor fails to deliver the requested documents, the Guarantor hereby appoints SPG to be the Guarantor's lawful attorney for the purposes of executing and registering such documents.
- 4.6 the Guarantor gives its unconditional consent to SPG lodging a caveat or caveats noting its interest in any Real Property.
- 4.7 the Guarantor will advise SPG promptly and in writing of the occurrence of any Insolvency Event, any change in name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of the Guarantor's gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
- 4.8 the Guarantor is bound by the terms of the Wholesale Terms and will comply with the obligations therein.
- 4.9 If the Guarantor is a trustee of a trust, the Guarantor enters into this Guarantee and Indemnity in both the Guarantor's personal capacity and as trustee of that trust.

5. Winding up or Bankruptcy

- 5.1 The Guarantor must not (except with the prior written consent of SPG) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to SPG under this Guarantee and Indemnity including without limitation proving or claiming in competition with SPG so as to diminish any distribution, dividend or payment which, but for the proof or claim, SPG would be entitled to receive pursuant to the winding up or bankruptcy of the Customer, until the whole of



the Customer's guaranteed obligations have been paid or satisfied in full. This clause shall not be read as attempting to exclude the jurisdiction of any court to determine such claims.

6. Joint & Several Liability

- 6.1 Any covenant or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally.
- 6.2 If the Guarantor comprises more than one person, then SPG may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as SPG may choose in its absolute discretion, and SPG is not to be obliged to make any claim against all the persons comprising the Guarantor.

7. Governing Law

- 7.1 This Guarantee and Indemnity is to be construed according to Victorian laws and the parties submit themselves to the jurisdiction of the Courts of Victoria and any competent appellate courts.

8. Severability

- 8.1 Where any provision of this Guarantee is void or unenforceable, the void or unenforceable provision will be severed from the agreement and the remainder of the Guarantee will remain binding on the parties.
- 8.2 If the charge created by clause 8.4 is or becomes void or unenforceable, it may be severed from this Guarantee and Indemnity without any effect on SPG's other rights against the Guarantor.

9. Counterparts

- 9.1 This Guarantee and Indemnity may be executed in any number of counterparts.

10. General

In this document:

- 10.1 Defined terms have the same meanings as set out SPG's Wholesale Terms.
- 10.2 a promise, representation or warranty:
 - 10.2.1 in favour of two or more persons is in favour of all of them jointly and each of them severally; and
 - 10.2.2 made by two or more persons binds all of them jointly and each of them severally.

11. Execution

- 11.1 By executing this Guarantee and Indemnity, the Guarantor certifies that they understand the terms of this Guarantee and Indemnity and have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee and Indemnity.
- 11.2 By executing this Guarantee and Indemnity, the Guarantor certifies that they understand that if the Customer fails to make any required payments to SPG, then SPG may recover the amount of such payments from the Guarantor in, his, her or their personal capacity. In such case, SPG may, amongst other recovery rights, take a charge over any Real Property of the Guarantor.

Schedule 4 – Minimum Order Quantity

[insert table]