

**ENGINEERING
SUPPLIES****ENGINEERING SUPPLIES (WA) PTY LTD**ABN: 14 095 770 648 ACN: 095 770 648
PO Box 313 WELSHPOOL DC WA 6986PH: 08 9258 8444 FAX: 08 9258 8344
146 Welshpool Road WELSHPOOL WA 6106**APPLICATION FOR 30 DAY CREDIT ACCOUNT**

ACCOUNT NAME				DATE	
PHONE		FAX		MOBILE	
ABN		EMAIL ADDRESS			
APPLICANT NAME					
APPLICANT ADDRESS					
APPLICANT'S DATE OF BIRTH (DOB)					
ACN (IF APPLICANT IS A COMPANY)					
BUSINESS ADDRESS					
IF APPLICANT IS A TRUST:					
NAME OF TRUST			NAME OF TRUSTEE(S)		
ABN OF TRUSTEE					
ORDER NO. REQUIRED	NO	BUSINESS TYPE			
PERSONNEL AUTHORISED TO PURCHASE					
BANK		MONTHLY CREDIT REQUIRED			
ASSETS HOUSE/LAND					
LEASED ASSETS					
AUTHORISED CAPITAL			PAID UP CAPITAL		
CREDIT REFERENCES NAME & ADDRESS	PHONE		FAX	EMAIL	
1					
2					
3					
INTRODUCED BY			APPROVED BY		

We the undersigned HEREBY WARRANT that the above information is true and correct and agree to the general terms and conditions of trade attached to this application ("**Terms and Conditions**"). Payment of invoice is STRICTLY 30 DAYS NETT (due 30 days from the end of the month of purchase). The Customer hereby acknowledges that the Goods shall remain the property of the Supplier until the Supplier receives payment for the same. In the event of the Customer defaulting in any of the Terms and Conditions, including the payment of any monies due to the Supplier, then the Supplier shall have the right (without giving notice) to retake possession of the Goods and the Customer hereby authorises and allows the Supplier or its representative, servant, agent or employee to enter the premises upon which the Goods are housed or stored for the purposes of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the Goods. Any expenses or costs (including legal costs) incurred by the Supplier in recovery of any monies owing by the Customer herein shall be the costs of the Customer.

APPLICANT NAME	POSITION	SIGNATURE	DATE
WITNESS NAME	POSITION	SIGNATURE	DATE

WHERE THE APPLICANT IS A COMPANY THE GUARANTEE BELOW MUST BE COMPLETED BY A DIRECTOR

Item 1:

(Name of Guarantor. Each director of the Applicant must write their name above).

The Guarantor agrees that the Supplier may seek from a Credit Reporting Agency a Credit Report containing personal information to assess whether to accept them as Guarantor for the credit applied for or provided to the Customer.

Deed of Guarantee and Indemnity

BETWEEN:

Engineering Supplies (WA) Pty Ltd (ACN 095 770 648) (Supplier)

and

The persons named in Item 1 above (Guarantor).

RECITALS:

- A. The Customer has requested the Supplier to provide it with credit in accordance with the terms of the Application for 30 Day Credit Account and the General Terms and Condition attached hereto.
- B. The Guarantor is an officer of the Customer.
- C. In the event that Supplier agrees to provide the Customer with credit in accordance with the terms of the Application for 30 Day Credit Account and the General Terms and Condition attached hereto, the Guarantor agrees to provide the Guarantee and Indemnity on the terms and conditions set out below.

OPERATIVE PROVISIONS

1. In consideration of the Supplier agreeing to provide the Customer with credit and Goods in accordance with the terms of the Application for 30 Day Credit Account and the General Terms and Condition attached hereto, the Guarantor hereby jointly and severally guarantees to the Customer the performance of the Customer's obligations, under and in connection with the terms of the Application for 30 Day Credit Account and the General Terms and Condition attached hereto, including but not limited to the Customer's obligations to pay to the Supplier any monies advanced by the Supplier to the Customer by way of credit, and the Customer's liabilities for and in connection with the Goods supplied by the Supplier to the Customer.
2. The Guarantor hereby jointly and severally indemnifies the Supplier and agrees to keep the Supplier indemnified from and against all actions, liabilities, proceedings, claims, losses, costs, and expenses of any kind which the Supplier may sustain or incur in connection with or arising out of the supply of the Goods to the Customer, the Application for 30 Day Credit Account, and the General Terms and Condition attached hereto.
3. Where more than one person provides a Guarantee and Indemnity in accordance with the terms of this Deed, each Guarantor is jointly and severally liable under the terms of this Guarantee and Indemnity.
4. The Guarantor acknowledges and agrees that the guarantee and indemnity provided in this Deed is a separate and independent liability of the Guarantor which will continue to bind the Guarantor notwithstanding the death, bankruptcy, insolvency, or liquidation of the Customer or any co-guarantor, the release or discharge of the Customer or any co-guarantor, any variation or amendment to the terms of any agreement between the Supplier and the Customer or any co-guarantor, the taking of any security by the Supplier from the Customer or any co-guarantor, any transfer or assignment by the Customer or any co-guarantor of their liabilities to the Supplier, and notwithstanding any other fact, matter, or thing which under the law relating to sureties would, but for this clause, have the effect of releasing the Guarantor from this Guarantee and Indemnity (and/or discharging the Guarantee and Indemnity).
5. The Supplier shall be at liberty without notice to the Guarantor and without in anyway discharging the Guarantor from any liability hereunder to grant time or other indulgences to the Customer or any co-guarantor and to accept payment in cash or by other means of negotiable instruments.
6. If any payment made to the Supplier under the Guarantee is later avoided by effect of any statutory provisions or otherwise by operation of law, then the Supplier, the Customer and each Guarantor are restored to the rights and liabilities which each respectively would have had if the payment had not been made.
7. Each Guarantor hereby charges in favour of the Supplier all land owned or in the future acquired by that Guarantor to secure payment of all amounts which are, or may become owing under the Guarantee or any other agreement, arrangement or transaction between Supplier and the Customer and irrevocably consents to the Supplier registering an absolute caveat (or the equivalent in any relevant jurisdiction or which may exist from time to time) at any time in respect of such land to protect its charge, and will do all things necessary to ensure that such registration is properly effected.
8. If any Guarantor is at any time acting in the capacity of trustee of any trust ("Trust") whether or not the Supplier has notice of the Trust, that Guarantor covenants that:
 - (a) the Guarantor is liable for the performance of all covenants contained in this Guarantee in its own right and in its capacity as trustee;
 - (b) the Guarantor is entering into this Guarantee for the benefit of the Trust, has full power and authority pursuant to the Trust deed to enter into the Guarantee, and the provisions of the Trust deed do not purport to exclude or limit the right of indemnity of the Guarantor against the Trust or the trust fund; and
 - (c) the Supplier's right of recourse under this Guarantee is not limited to any Guarantor's assets but extends to the assets of any Trust.
9. This Guarantee binds the personal representatives, assigns, transferees, or successors of each Guarantor.

EXECUTED AS A DEED BY:

Signature	Signature	Signature
Print name	Print name	Print name
Witness signature	Witness signature	Witness signature
Witness name	Witness name	Witness name
Witness address	Witness address	Witness address

(Complete a further copy of this Guarantee and Indemnity where more than 3 officers. A Guarantor cannot witness the signature of a co-guarantor)

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TRADING AS ENGINEERING SUPPLIES

General Terms & Conditions of Trade

1. Definitions

- 1.1 "Account Balance" means the amount which is owing by the Customer to the Supplier at any particular point in time.
- 1.2 "Agreement" has the same meaning as set out at clause 2.2.
- 1.3 "Customer" means the party ordering the Goods.
- 1.4 "Delivery Point" means the delivery point nominated as the address for delivery by the Customer in the Order.
- 1.5 "Goods" means the goods and/or services ordered by the Customer from the Supplier.
- 1.6 "Guarantor[s]" means the person or persons guaranteeing the payment of monies advanced by way of credit from the Supplier to the Customer.
- 1.7 "New Goods" has the meaning given to it in clause 15.5(b).
- 1.8 "Order" means an order submitted by the Customer to the Supplier for the purchase of Goods.
- 1.9 "PPSA" means the *Personal Property Securities Act 2009* (Cth) as amended or replaced from time to time.
- 1.10 "PPSR" means the Personal Property Securities Register kept pursuant to the PPSA.
- 1.11 "Price" means the price payable to the Supplier by the Customer for the Goods (as agreed between the Supplier and the Customer in accordance with clause 4 of these Terms and Conditions).
- 1.12 "Privacy Policy" means the Supplier's Privacy Policy on the Website.
- 1.13 "Proceeds" has the meaning given to it in section 31 of the PPSA.
- 1.14 "Supplier" means Engineering Supplies (WA) Pty Ltd (ACN 095 770 648) trading as Engineering Supplies.
- 1.15 "Terms and Conditions" means these general terms and conditions of trade.
- 1.16 "Website" means www.engineeringsupplies.com.au

2. Application of Terms & Conditions

- 2.1 These Terms and Conditions replace in their entirety any previous terms and conditions of trade published, issued or used by the Supplier other than for orders through the Website, to which the Supplier's Website Terms and Conditions of Trade apply.
- 2.2 These Terms and Conditions apply to and govern: all tenders and quotations submitted by; all orders placed with; and all contracts entered into by, the Supplier, whereby Goods are supplied, provided and/or delivered to a customer by the Supplier ("Agreement") other than for orders through the Website.
- 2.3 Any Agreement may be varied only with the Supplier's prior written consent.
- 2.4 Any Order or offer made by any purchaser shall not be binding on the Supplier until that Order or offer is accepted by the Supplier, in which case the purchaser shall be notified in writing or in such other manner as the Supplier (in its sole discretion) determines.
- 2.5 A tender or quotation submitted by the Supplier may at any time prior to acceptance of an offer by the Supplier in respect of the supply of Goods be varied or withdrawn by the Supplier. Clerical, typing or other errors made in, or in respect of, any tender or quotation shall be subject to correction by the Supplier and the corrected tender or quotation shall apply.
- 2.6 To the extent that there are any purported terms and conditions appearing in a Customer's Order, or any other documents issued by the Customer and/or provided to the Supplier by the Customer, the Customer acknowledges and agrees that the terms and conditions on which the Supplier has agreed to supply Goods to the Customer are wholly and solely contained in these Terms and Conditions. The Customer acknowledges and agrees that any terms and conditions appearing in a Customer's Order, or any other documents issued by the Customer and/or provided to the Supplier by the Customer are of no force or effect, and do not govern, the supply of any Goods by the Supplier to the Customer.
- 2.7 The acceptance by a Customer of the Goods the subject of an Order shall constitute an acceptance by the Customer of the supply of Goods solely on these Terms and Conditions.
- 2.8 Orders cannot be cancelled except by arrangement and agreement by the Supplier, and then only on terms that indemnify the Supplier against loss.

3. Period of the Quotation or Tender

Subject to clause 2 a quotation or tender submitted by the Supplier shall remain valid for 30 days from the date of such quotation or tender.

4. Price

- 4.1 The prices quoted by the Supplier for the supply of Goods exclude goods and services tax (GST) and the Customer must also pay to the Supplier an additional amount in respect of the impact of GST on the Supplier, calculated by multiplying the price by the prevailing GST rate.
- 4.2 Any additions or increases in the cost of the supply of Goods as a result of any additions or increases in charges, taxes (including the rate of GST) or costs associated with the manufacture or supply of Goods by the Supplier, including without limitation increases due to variations in exchange rates, the cost of materials or labour and/or the cost of conforming with any relevant legislation, court orders, regulation or bylaws, between the date of the Supplier's acceptance of the Customer's Order and the date of supply of the relevant Goods shall be borne by the Customer.
- 4.3 Unless otherwise stipulated, all references to dollars are references to the lawful currency of Australia.

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5. Delivery Of Goods

- 5.1 Delivery of the Goods shall take place as soon as practicable after the Supplier approves the Customer's Order.
- 5.2 Delivery of the Goods is effected when the Customer takes possession of the Goods at the Delivery Point.
- 5.3 The costs of delivery are in addition to the Price, and are to be incurred by the Customer.
- 5.4 The Customer shall make all arrangements necessary to take delivery of the Goods at the Delivery Point whenever the Goods are tendered for delivery.
- 5.5 Delivery of the Goods to a third party at the Delivery Point nominated by the Customer is deemed to be delivery to the Customer for the purposes of these Terms and Conditions.
- 5.6 The failure of the Supplier to deliver the Goods to the Delivery Point shall not entitle either party to treat this contract as repudiated.
- 5.7 The Supplier shall not be liable for any loss or damage whatsoever if the Supplier fails to deliver the Goods promptly or at all, when the circumstances are beyond the Supplier's control.

6. Default & Consequences of Default

- 6.1 Without prejudice to any other remedies, the Supplier shall be entitled to do any one or more of the following in the event that the Customer breaches any of the Terms and Conditions contained herein:
- (a) charge interest on the daily outstanding balance owing in relation to the Price at the rate of 3% per month from the due date until the date payment is made. Such interest is to be paid by the Customer on demand, or failing demand, with the payment of the outstanding Price;
 - (b) withhold delivery of the Goods or any part of the Goods not delivered to the Customer;
 - (c) where the Supplier has despatched the Goods, stop the Goods in transit;
 - (d) where the Goods have been delivered to the Customer, enter the premises of the Customer (where the Goods are located) without liability for trespass or any resulting damage and take possession of the Goods; and
 - (e) keep or re-sell any Goods repossessed pursuant to clause 6.1(d).
- 6.2 The Supplier reserves the right in addition to its reliance upon the retention of title provisions referred to herein, in its discretion, to register a security interest in respect of the Goods pursuant to the PPSA and the Customer agrees to execute all documents to assist with the registration of the security interest (see clause 15 for further details).

7. Risk

- 7.1 Risk for the Goods passes to the Customer upon the Goods being delivered to the Delivery Point.
- 7.2 If any of the Goods are damaged or destroyed prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods.
- 7.3 Where the Customer expressly requests the Supplier to: leave the Goods outside the Delivery Point for collection; or to deliver the Goods to an unattended Delivery Point, then such Goods shall be left at the Customer's sole risk and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all.

8. Title

- 8.1 Ownership of the Goods shall not pass to the Customer until the Customer pays the Price in full.
- 8.2 Receipt by the Supplier of any form of payment of the Price that is in a form other than cash, cleared funds, or such other form of payment that has been agreed between the parties in writing, shall not be deemed to be payment of the Price. Until such time as payment of the Price is honoured, cleared, or recognised, the Supplier retains ownership of the Goods.

9. Defects

- 9.1 The Customer shall inspect the Goods on delivery and shall within two (2) days of delivery notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the Order.
- 9.2 If the Customer alleges the Goods are defective in any way, then the Customer shall grant the Supplier an opportunity to inspect the Goods within a reasonable time following delivery of the Goods to the Delivery Point.
- 9.3 If the Supplier agrees that the Goods are defective, then credit will be applied to the Customer's next order, or if the Customer does not wish to place another order with the Supplier then a refund or replacement Goods will be provided to the Customer. A refund will be provided within seven (7) business days of the Customer making a request for a refund. Replacement Goods will be provided as soon as reasonably practicable after the Customer makes a request for replacement Goods.
- 9.4 If the Customer fails to notify the Supplier of any alleged defects, shortage in quantity, damage or failure to comply with the Order within the time specified in clause 9.1 above, the Customer is deemed to have accepted and agreed that the Goods provided are of the quantity and description ordered, free of any defects or damage, and otherwise in accordance with the Order.

10. Limitation of Liability

- 10.1 To the extent permitted by law, the Supplier's liability under any condition or warranty which cannot legally be excluded is limited to:
- (a) the replacement of the Goods;
 - (b) the repair of the Goods;

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- (c) the payment of the cost of replacing the Goods; or
 - (d) the payment of the cost of having the Goods repaired.
- 10.2 Subject to clause 10.3, any Customer who purchases Goods agrees to release, hold harmless, and indemnify the Supplier from and against all liabilities, claims, damages, losses, costs and expenses in the nature of consequential loss, howsoever occurring including without limitation loss of market, loss of profit, loss of use, loss of production, delay costs or damages, or for any indirect loss or damage, including but not limited to financial or economic loss or damage, which may be suffered by the Customer or by any third party arising out of or in any way connected with the supply of Goods, by reason of any breach of any Warranty, these Terms and Conditions, any statutory duty, or by reason of tort (including but not limited to negligence).
- 10.3 The Supplier does not exclude or limit the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would:
 - (a) contravene that statute; or
 - (b) cause any part of this clause to be void.
- 10.4 The Supplier does not accept any responsibility or liability for the Customer's use of the Goods. The Supplier makes no representation or warranty about the performance, characteristics, or suitability of the Goods, other than as contained in the description of the Goods or any Product Conformity Certificate issued at the discretion of the Supplier. The availability and terms of any Product Conformity Certificate is entirely at the discretion of the Supplier.
- 10.5 Where the Customer acquires Goods from the Supplier for the purpose of on-supplying to another person (consumer), the Supplier shall not be liable for any consequential loss suffered by the Customer unless otherwise stated in a contract or agreement. However, to the extent required by the Australian Consumer Law (**ACL**), the Supplier may be liable for any consequential loss suffered by the consumer.
- 10.6 The Customer's rights under this clause are in addition to other rights and remedies of the Customer under the ACL, where they apply. For the purposes of this clause, "our" and "us" refer to the Supplier and "you" refers to the Customer, and where terms are defined in the ACL, they have the same meaning. The ACL requires us to give you the following notice about the ACL consumer guarantees: *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*
- 11. Drawings, Documentation and Information**
- 11.1 Any descriptive and shipping specifications, illustrations, drawings, data, dimensions and weights, either submitted by the Supplier with a quotation or tender, or otherwise provided by the Supplier to the Customer, are illustrative and approximate only and do not form part of any Agreement unless expressly agreed in writing by the Supplier.
- 11.2 Any drawings or other documents submitted and any information supplied by the Supplier to the Customer remains the property of the Supplier and constitutes confidential information of the Supplier (to the extent that it is not in the public domain), and the Customer shall keep all such confidential information confidential and shall not use such drawings, documents and information for any purpose other than that stipulated by the Supplier, nor provide the same to third parties.
- 11.3 Where any drawings or other documents submitted by the Supplier with or as a part of a quotation or tender are not incorporated into an Agreement between the Supplier and the party to which such quotation or tender was submitted, they shall be returned to the Supplier within 7 days of expiry of the quotation or tender or otherwise as reasonably required by the Supplier.
- 12. Cancellation**
- 12.1 The Supplier may cancel any Order at any time before the Goods are delivered to the Delivery Point by giving written notice to the Customer. The Supplier shall thereafter repay the Customer any sums of money paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 12.2 In the event that the Customer cancels delivery of Goods, the Customer shall be liable for any loss incurred by the Supplier including, but not limited to, any loss of profits, up to the time of cancellation.
- 13. General**
- 13.1 If any provision of these Terms and Conditions are found to be: invalid; void; illegal; or unenforceable, the: validity; existence; legality; and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 The laws of Western Australia apply to these Terms and Conditions and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 13.3 The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 14. Privacy Policy**
- 14.1 The Supplier's Privacy Policy is on the Website and forms part of these Terms and Conditions.
- 15. Personal Property Securities Act (PPSA)**

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- 15.1 Each Order, Agreement and all invoices issued by the Supplier in respect of the Agreement constitute a "security agreement" for the purposes of the PPSA.
- 15.2 The Customer and the Supplier agree that the:
- (a) Supplier's interest in the Goods and New Goods is a purchase moneys security interest for the purpose of the PPSA;
 - (b) Supplier's interest in the Goods and New Goods extends to the Proceeds of the Goods and New Goods;
 - (c) subject matter referred to in section 275(1) of the PPSA is confidential;
 - (d) Customer must not pass title in the Goods to any third party free of the Supplier's interest until such time as the Supplier has been paid in full for the Goods; and
 - (e) Customer must not grant any security interest (as defined in the PPSA) in the Goods to any third party or do anything that may result in any person obtaining such an interest in the Goods until such time as the Supplier has been paid in full for the Goods.
- 15.3 The parties agree that the Supplier has the power to retain, deal with or dispose of any property seized by it in the manner specified in sections 123, 125, 126, 128, 129 and 134(1) of the PPSA and in any other method permitted by law.
- 15.4 For the purposes of sections 115 of the PPSA, the parties agree that to the fullest extent permitted by law, they have agreed to: (i) contract out of sections 95, 96, 117, 118, 120, 121(4), 123, 125, 128, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA; and (ii) contract out of all matters permitted to be contracted out of pursuant to section 115(7) of the PPSA.
- 15.5 To the fullest extent permitted by law, the Customer hereby waives its rights to receive any notice under section 157 of the PPSA pursuant to section 157(3)(b) of the PPSA and PPSR.
- 15.6 Upon delivery of the Goods:
- (a) the Customer must store the Goods separately from property belonging to the Customer or any other person and in a manner which identifies them as the property of the Supplier; and
 - (b) if the Customer:
 - (i) makes, produces or manufactures a new object from the Goods whether finished or not;
 - (ii) mixes the Goods with other goods; or
 - (iii) allows the Goods to become part of other goods,(the "New Goods"), the Supplier's ownership interest of the Goods immediately becomes an interest in the New Goods in accordance with Parts 3.3 and 3.4 of the PPSA unless the New Goods are part of a building, whether completed or under construction.
- 15.7 If the Goods are inventory (as defined in the PPSA) and the Customer sells the Goods or the New Goods before it has paid in full for them, it acquires ownership of the Goods immediately before the sale and until the Supplier recovers any amounts owed to the Supplier in full:
- (a) the Supplier's security interest attaches to the Proceeds;
 - (b) the Customer holds the whole of the Proceeds on trust for the Supplier; and
 - (c) where the Customer is not paid, the Customer must assign its claim for payment, in respect of the sale of the Goods or the New Goods, to the Supplier if the Supplier requests the Customer to do so.
- 15.8 The Customer irrevocably authorises the Supplier and any of its employees or agents, to enter upon any premises occupied by the Customer, the Customer's employees or agents or where the Goods may be in order to retake possession of any Goods for which any Account Balance has not been paid to the Supplier. The Customer must pay all reasonable costs and expenses of cartage, or otherwise incurred by the Supplier in taking possession, on demand from the Supplier.
- 15.9 Any exercise of the Supplier's rights in accordance with clauses 15.6 or 15.7 will not release the Customer from any liability or obligation it may have in respect of the Agreement and the Customer will continue to be liable for any amount owed under the Agreement less any amount actually received or recovered by the Supplier.
- 15.10 If the Customer moves the Goods to a location owned or controlled by a third party ("Third Party Site"):
- (a) the Customer must ensure that its contract with such third party grants to the Supplier an irrevocable licence to enter upon the Third Party Site in order to retake possession of the Goods upon termination of this Agreement or where the Customer becomes insolvent; and
 - (b) if the Customer has granted the third party rights in respect of the Goods which might amount to a security interest, the Customer must, if required by the Supplier and at the Customer's cost, register the Customer's security interest on the PPSR.
- 15.11 The Customer indemnifies the Supplier for any loss or damage it suffers or incurs arising from or in connection with the use, operation or storage of the Goods on a Third Party Site, including a breach of clause 15.11.
- 15.12 The Customer must do all things reasonably required by the Supplier to register and perfect a security interest granted under a Security Agreement in accordance with the terms of the PPSA and PPSR.
- 15.13 The Customer will, at the Supplier's request, pay any or all of the Supplier's costs and expenses, on a full indemnity basis, related to registration and enforcement of any security interest or security agreement (including in relation to any security interest granted by a person guaranteeing the Customer's performance of these terms).

16. Charge

The Customer hereby charges in favour of the Supplier all land owned or in the future acquired by the Customer to secure payment of all amounts which are, or may become owing under the Agreement or any other agreement, arrangement or transaction between the Supplier and the Customer and irrevocably consents to the Supplier registering an absolute caveat (or the equivalent in any

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relevant jurisdiction or which may exist from time to time) at any time in respect of such land to protect its charge, and will do all things necessary to ensure that such registration is properly effected.