

TRENT REFRIGERATION PTY LTD (ACN 006 856 622 ) ("TRENT")  
CREDIT ACCOUNT APPLICATION

(together with guarantee and indemnity by directors of corporate customers)

### 1. CUSTOMER'S ACCOUNT DETAILS

Account name to be used

Are you ..... a corporation  ..... partnership  ..... sole trader  ..... trust  ..... government

Business/Company name

ABN  ACN

Trading name

Business address  State  Postcode

Postal address  State  Postcode

Delivery address  State  Postcode

Telephone  Fax:  Mobile:

Email

### 2. CONDITIONS OF SALE

The full text of the TRENT'S Terms and Conditions of Sale (**Conditions**) are available at our website at [www.trent.com.au](http://www.trent.com.au)  
The Conditions are incorporated into each and every contract (**Contract**) for supply of goods made between the TRENT and the Customer after the date (**Acceptance Date**) that TRENT agrees to undertake works for the Customer.  
By completing this Application the Customer:  
(a) expressly acknowledges having received notice of the Conditions;  
(b) expressly agrees that the Conditions are incorporated into each and every Contract for supply of goods and services made between TRENT and the Customer after the Acceptance Date.

### 3. GUARANTEE AND INDEMNITY (COMPANY DIRECTORS)

In consideration of TRENT agreeing to supply or continuing to supply goods and services to the Customer, each guarantor named below (the "Guarantor") unconditionally and irrevocably guarantees to TRENT the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are, or which may become, payable by the Customer to TRENT (the "Guaranteed Monies") and, as a separate and independent obligation, agrees to indemnify and keep TRENT indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by TRENT in relation to the non payment or non recovery of the Guaranteed Monies.

1. Guarantor hereby agrees with TRENT that:
- (a) this guarantee and indemnity (the "Guarantee") shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including but not limited to:
  - (b) any other guarantee or any security or instrument which TRENT may hold in respect of any Guaranteed Monies or any judgment obtained by TRENT, or any release, discharge, surrender or modification of, or dealing with, any such guarantee, security, instrument or judgment;
  - (c) any arrangement with, or release of, the Customer or any other guarantor or person by TRENT or by operation of law;
  - (d) the fact that any of the Guaranteed Monies are irrecoverable for any reason;
  - (e) any change in the membership of or officeholders of the Customer or the liquidation of the Customer or the assent of TRENT to any composition, arrangement or scheme in respect of the Customer or the acceptance by TRENT of any dividend or sum of money thereunder;
  - (f) the failure of any other person named as a party to execute this Guarantee;
  - (g) any variation of the terms upon which the goods and services are supplied to, or paid for by, the Customer;
  - (h) any claim the Customer may have against TRENT;
  - (i) any act or omission by TRENT which may result in prejudice to the Guarantor;
  - (j) an increase in the amount of the Guaranteed Monies;
  - (k) the fact that any credit was provided by TRENT before this Guarantee was signed;
  - (l) payment to TRENT by any person which is later avoided by the application of any statutory provision;
  - (m) the death of the Guarantor;
  - (n) the granting of any time, waiver, credit, any indulgence, concession to, composition with, release or discharge by novation of any person whatsoever by TRENT;
  - (o) the assignment, novation, transfer or assumption of, or other dealing with, any rights or obligations under this Guarantee or any other document or agreement;
  - (p) any other act, omission, matter or thing whatsoever;
2. until TRENT has received all of the Guarantee Monies, the Guarantor agrees:
- (a) in the event of any winding up or scheme of arrangement of the Customer, that the Guarantor will not without the prior consent of TRENT lodge any

