



Account Payment Terms: Strictly **21 (days)**

PLEASE NOTE: THIS AGREEMENT MADE between the Applicant and The Trustee for the DRT Recycling Trust ~ trading as DRT Recycling. (hereinafter referred to as "the Company") is deemed to be made at Yandina in the State of Queensland on the date of the approval by the company to extend credit to the Applicant.

NOW THIS AGREEMENT WITNESSETH:

(A) That all parties completing this agreement as the Applicant hereunder are jointly and severally liable for all or any moneys owing from time to time to the company and that this obligation will be a continuing obligation notwithstanding any change in the constitution of the Applicant or any of the said parties and all parties hereto are deemed to be the Applicant.

The Applicant undertakes to advise The Trustee for the DRT Recycling Trust. by certified or registered mail of any change in constitution or ownership at the time when such change occurs. Further I/We accept and agree that where such change occurs The Trustee for the DRT Recycling Trust will require that a new application for credit facilities will be sought and considered and I/We will sign all such documents and do all acts and things appropriate to such new application for credit facilities.

(B) The Applicant warrants and acknowledges that it is a condition of the approval by the company that all information given in this application is true and correct and that the company has relied on this information in giving its approval.

(C) The Applicant if a trustee certifies that the trust empowers him to enter into this agreement and that he will if called on by the company personally, pay to the company all or any moneys owing to the company from time to time and that any proceedings to recover moneys owing by the trust may properly be commenced against him/her solely and in his/her name.

(D) That the company may forthwith determine this agreement without assigning any reason therefore whereupon all moneys owing by the Applicant are immediately due and payable without any demand being made.

(E) That this agreement is a continuing agreement and cannot be determined cancelled or revoked by the Applicant.

(F) That the **terms of payment are NETT 21 DAYS FROM THE END OF MONTH.**



(G) That the Applicant is liable for all costs incurred in the recovery of any account on a solicitor/mercantile agent to client basis.

(H) To better secure payment of all moneys which the applicant may become liable to pay to the company hereunder, the applicant hereby charges as beneficial owner thereof all those his/her freehold and leasehold interest in land both of which he/she is now possessed and which he/she may here after acquire along with all his/her personal property both presently owned by him/her and that which he/she may here after acquire. He/she further agrees that immediately upon demand being made upon him/her by the company, he/she will deliver to the company such Mortgage or Encumbrance or other instrument of security or consent to such caveat as the company may require duly executed or consented to by the applicant and against the event that he/she would neglect or fail to do so, HEREBY APPOINTS the company to be his/her lawful attorney for all such purposes of executing and registering such instruments.

(I) I/We agree in accordance with the provisions of the Commonwealth privacy Act 1988, that disclosure by a credit reporting agency to The Trustee for the DRT Recycling Trust. of any relevant information for the purpose of accessing this application may occur.

(J) That notice given to the Applicant at the address in this application shall be good and sufficient notice to the Applicant and the Applicant agrees that the company may add to or alter the conditions herein at any time on giving the Applicant notice of any such alteration and the Applicant agrees to be bound by such conditions as if they formed part of this agreement.

Signed by the Applicant

Name _____ Date _____ Signature _____

In the presence of

Name _____ Address _____

Signature _____

Signed by the Applicant

Name _____ Date _____ Signature _____

In the presence of

Name _____ Address _____

Signature _____



Company

The Common Seal of _____
Was hereunto affixed in accordance with the Articles Of Association

On the _____ Day of _____ 20__

In the presence of _____

Name _____ Director _____

Name _____ Director / Secretary _____

GUARANTEE AGREEMENT

In consideration of The Trustee for the DRT Recycling Trust. A.B.N. 54 952 123 041 (hereinafter referred to as "the company") supplying goods and/or services on credit to the Applicant named in the Schedule, I/We

	<i>Name</i>	<i>Address</i>
(A)	_____	_____
(B)	_____	_____
(C)	_____	_____
(D)	_____	_____

(hereinafter referred to as "the guarantor")

hereby jointly and severally guarantee to the company due payment by the Applicant for all such goods and/or services that the company may from time to time supply to the Applicant so that such payment shall be made in accordance with your usual and customary terms of payment which have been made known to the Applicant.

And it is hereby further agreed and accepted by the Guarantor and the company that:

1. This Agreement shall be a continuing guarantee to the company for all debts contracted by the Applicant with the company in respect of goods and/or services supplied to it and all other indebtedness by the Applicant to the company whatsoever and whatsoever arising including (but not limited to) any judgment debt payable by the Applicant to the company and notwithstanding that from time to time the Applicant may have repaid all amounts outstanding.
2. The Guarantor is not discharged from his/her obligations under this Guarantee by reason of any change in the entity or entities constituting the Applicant whether the said entity changes from a sole trader or partnership to an incorporated entity or vice versa or any other changes in the said entity whatsoever.



3. The company is at liberty without notice to the Guarantor at any time and without in any way discharging the Guarantor from any liability herein to grant any time release or indulgence to the Applicant and to accept payment from it in Cash/Cheque or Electronic Funds Transfer.

4. Each Guarantor signing this Guarantee agrees that he/she shall be jointly and severally liable to the company hereunder and the company may at its absolute discretion grant releases and discharges as it thinks fit to any one or more of the Guarantors without in any way releasing or limiting the liability of the remaining Guarantors, and This Guarantee shall not be determined by the death of the Guarantor.

5. Nothing in this guarantee is binding or conditional on the company continuing to supply goods and/or services to the Applicant.

6. If the Applicant is a Trustee of any trust, the Guarantor warrants that the Applicant has full authority under the Trust Deed to enter into agreements for supply to it of goods and / or services on credit.

7. The Guarantor agrees to indemnify the company against any and all losses and expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Applicant under its contract with the company, including (but not limited to) any legal expenses incurred by the company in seeking to recover any moneys owing by the Applicant to the company and any moneys owing by the guarantor pursuant to the provisions of this Guarantee.

8. If any payment of money, conveyance or transfer of property or charge thereon made or given by the Applicant or its agent to the company in reduction of its indebtedness to the company be later declared to be void against any Liquidator of the Applicant the amount of the debt of the Applicant to the company which is hereby guaranteed shall include the amount for which credit has previously been given for such payment of money, conveyance or transfer of property or charge thereon which was declared to be void as against the Liquidator and any discharge or partial discharge of obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.

9. To better secure payment of all moneys which the guarantor may become liable to pay to the company hereunder, the guarantor hereby charges as beneficial owner thereof all those his/her freehold and leasehold interest in land both of which he/she is now possessed and which he/she may here after acquire along with all his/her personal property both presently owned by him/her and that which he/she may here after acquire. He/she further agrees that immediately upon demand being made upon him/her by the company, he/she will deliver to the company such Mortgage or Encumbrance or other instrument

of security or consent to such caveat as the company may require duly executed or consented to by the guarantor and against the event that he/she should neglect or fail to do so, HEREBY APPOINTS the company to be his/her lawful attorney for all such purposes of executing and registering such instruments.



SCHEDULE TO GUARANTEE

Applicant: (Full Name) _____

Current Address: _____

In Witness whereof the Guarantor has hereunder set his hand and seal on the date hereunder written.

Guarantor:

Name _____ Signed _____

Dated _____

In the presence of:

Name _____ Witness _____

Address _____

Guarantor:

Name _____ Signed _____

Dated _____

In the presence of:

Name _____ Witness _____

Address _____

Please note that it is our company policy that the Schedule to Guarantee and The Guarantee Agreement must be completed before we progress with this application.