

Application for Credit Account



Customer Details		
Legal Name:	(“the Customer”)	
Trading Name:		
Number of Years Trading:		
ACN:		
ABN:		
Paid Up Capital:		
Business Structure:		
If trust, please provide name, ABN and ACN of trustee:	Name:	
	ACN:	
Business Structure:	Sole Trader / Partnership / Company / Trust (please circle the applicable)	
Registered Office:		
Postal Address:		
Delivery Address:		
Phone Number:		
Email Address:		
Mobile Number:		
Details of Partners/Directors:	Full Name:	
	Home Address:	
	Private Number:	
	Full Name:	
	Home Address:	
	Private Number:	
	Full Name:	
	Home Address:	
	Private Number:	
Accounts Payable Contact Details:	Name:	
	Direct Phone Number:	
	Email Address:	
Banking Details:	Bank:	
	Branch:	
	BSB & Account No.:	
Solicitor's Details:	Name	
	Address:	
Accountant's Details:	Name:	
	Address:	
Trade References:	Company Name:	
	Phone Number:	
	Company Name:	
	Phone Number:	
	Company Name:	
	Phone Number:	

Application for Credit Account



Has the Customer or a related entity of the Customer previously been in Administration, Liquidation, Receivership, a Bankrupt or in a Part X Arrangement? (Please circle) Yes / No If yes please provide details:

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Certification of Information and Acceptance of Terms and Conditions of Trade

I certify that the above information is true and correct and that I am duly authorised to make this application for credit, and enter into contracts, on behalf of the Customer. I have read and understood the TERMS AND CONDITIONS OF TRADE (on pages 3 to 5 overleaf or attached) of Amplex Pty Ltd which form part of, and are intended to be read with this Application For Credit Account form. The Customer agrees to be bound by the TERMS AND CONDITIONS OF TRADE.

In accordance with the *privacy Act 1988*, I authorise any person or company to provide information as may be required in response to credit Inquiries.

Please note, if the Customer is a company, there is a Deed of Personal Guarantee & Indemnity for the directors to sign and return on page 6.

Signed:	
Full Name:	
Position:	
Date:	

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Amplex" means Amplex Group Pty Ltd ACN 605 342 783.
- 1.2 "Customer" means the entity that has contracted with Amplex to purchase Goods and/or Services.
- 1.3 "Goods" means any goods supplied by Amplex to the Customer including but not limited to electrical enclosures, cables, accessories and related parts.
- 1.4 "Key Employee" means an employee of Amplex is employed by Amplex at the date this contract commences or becomes employed by Amplex after this contract commences and whom performs a managerial or technical role (such as fabricating, installing or servicing parts) with Amplex.
- 1.5 "Price" means the cost of the Goods and/ or Services as agreed between Amplex and the Customer and includes all out of pocket expenses Amplex incurs on the Customer's behalf subject to clause 5 of this contract.
- 1.6 "Services" means any services provided by Amplex to the Customer including, and in no way limited to, installation, maintenance and repair.

2. ACCEPTANCE

- 2.1 Any instructions received by Amplex from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
- 2.2 None of Amplex's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by Amplex's director in writing nor is Amplex bound by any such unauthorised statements.
- 2.3 This document and the documents comprising a contract (including a quotation, order and these terms) may be signed in one or more counterparts and counterparts may be transmitted by facsimile or email.
- 2.4 Where more than one Customer has contracted with Amplex to purchase Goods and/or Services under the Application for Credit Account contained herewith, all such persons and/or entities will be jointly and severally liable under the terms and conditions contained herein.

3. PRECEDENCE

- 3.1 The Customer acknowledges that these terms and conditions take precedence over any terms and conditions contained in any document provided by the Customer.

4. PRIVACY ACT 1988 (Cth) (AS AMENDED)

- 4.1 Amplex collects personal information about the Customer (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy. Both of these policies may be located at www.amplex.com.au/privacy_policy. A hardcopy of this policy can also be provided to the Customer free of charge, upon request.
- 4.2 The Privacy Policy sets out: the personal information Amplex collects; how Amplex collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of Amplex's management of the information.
- 4.3 By the Customer providing instructions to Amplex for the supply of Goods and/ or Services, the Customer is consenting to Amplex collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information in accordance with the terms of Amplex's Privacy Policy.

5. PRICE

- 5.1 The Price shall, at Amplex's sole discretion, be:
 - 5.1.1 as stated on any invoice provided by Amplex to the Customer; or
 - 5.1.2 according to the Company's current Price, at the date of delivery of the Goods and/or Services, according to the Company's current Price list; or
 - 5.1.3 Amplex's quoted price, which shall be binding upon Amplex provided that the Customer accepts, in writing, Amplex's quotation within fourteen (14) days (subject to clause 7).
- 5.2 Amplex reserves the right to charge extra for additional services where the Customer has failed to provide adequate instructions or has breached these terms and conditions.
- 5.3 Any variation from the plan of scheduled works or specifications will be charged for on the basis of Amplex's quotation and will be shown as variations on the invoices. Payment for all variations must be made in full at the time of their completion.

- 5.4 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Amplex.

6. PAYMENT

- 6.1 Time for payment of the Goods and/or Services will be stated on the invoice, quotation or any other order forms. If no time is stated and unless otherwise agreed in writing, payment shall be made on delivery of the Goods and/or Services.
- 6.2 At Amplex's sole discretion and for certain approved Customers, payment in full will be due within thirty (30) days from the date in which Amplex invoices the Goods and/or Services to the Customer.
- 6.3 Payment must be made by cash on delivery, cheque, direct debit, credit card or any other method as agreed to in writing by Amplex.
- 6.4 Payment for any amount outstanding shall be deemed immediately due and payable and Amplex shall be entitled to cancel all or any part of any order of the Customer which remains unperformed (without prejudice to any other remedies) in any of the following circumstances:
 - 6.4.1 there is non-payment of any sum by the due date;
 - 6.4.2 Amplex forms the view that the Customer will not pay any sum by its due date;
 - 6.4.3 the Customer is bankrupted or enters administration, liquidation or receivership;
 - 6.4.4 a Court judgment is entered against the Customer and remains unsatisfied for seven (7) days;
 - 6.4.5 any material adverse change in the financial position of the Customer.
- 6.5 Interest accrues on any amount owing after the due date at the rate of 10% per annum, calculated daily from the first day overdue until payment.
- 6.6 All payments to be made by the Customer will be made without set-off (whether arising at law or in equity) or counterclaim (whether arising at law or in equity) and free and clear of any withholding or deduction whatsoever, unless prohibited by law.
- 6.7 The Customer shall pay (on a full indemnity basis) any and all expenses, disbursements, collection costs and legal costs which Amplex has incurred or is liable to pay, in connection with the enforcement of any rights and/or preservation of any rights contained in this contract.
- 6.8 For the purposes of clause 6.7, the Customer acknowledges that collection costs may be calculated on a commission basis at a percentage rate of up to 20% of the amount due and expressly agrees to pay for those expenses as liquidated damages on demand, irrespective of whether (a) Amplex is not liable to pay the collection agent the commission, until the Customer has made payment of the Customer's overdue debt (or any portion thereof) and/or (b) the amount of work actually performed by the collection agent before the Customer makes a payment for an overdue debt.
- 6.9 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until it results in Amplex receiving cleared funds for the entire amount of the negotiable instrument.
- 6.10 Amplex may bank any part payments of invoices, without prejudice to its rights to recover the outstanding balance of any invoice, irrespective of the Customer's intention when making that payment.
- 6.11 In the case of cash on delivery contract, payment must be made on or before the delivery of Goods or the commencement of performance of the Services.
- 6.12 Amplex may, in its sole discretion, withhold delivery of the Goods and/or Services until the Customer has paid for them, in which event payment shall be made before the delivery date.
- 6.13 Without prejudice to any other remedies Amplex may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Amplex may suspend or terminate the supply of Goods and/or Services and any of its other obligations to the Customer. Amplex will not be liable to the Customer for any loss or damages the Customer suffers because Amplex exercised its rights under this clause.
- 6.14 In the event of default, Amplex reserves the right to terminate or suspend any credit facility and require additional security as it deems necessary.
- 6.15 If any account remains unpaid at the end of the second month after supply of the Goods and/or Services, an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration

fees which sum shall become immediately due and payable by the Customer.

7. QUOTATION

- 7.1 Where a quotation is given by Amplex for Goods and/or Services:
 - 7.1.1 it will constitute an offer by Amplex to supply Goods and/or Services to the Customer pursuant to these terms and conditions;
 - 7.1.2 unless otherwise agreed, the quotation shall be valid for fourteen (14) days from date of issue;
 - 7.1.3 Amplex will not be bound by any order given unless accepted in writing;
 - 7.1.4 Amplex reserves the right to alter the quotation because of circumstances beyond its control including and, in no way limited to, increases in the price charged by its suppliers for products and/or services.
- 7.2 Where Goods and/or Services are required in addition to the quotation, the Customer agrees to pay for the additional cost of such Goods and/or Services.
- 7.3 Any quotation containing a provision to supply Goods "ex-stock" is subject to fulfilment of prior orders at the date of receipt of the Customer's order.

8. GOODS AND SERVICES

- 8.1 Goods and/or Services shall be described on the invoices or quotation or any other forms provided by Amplex to the Customer.
- 8.2 Any description of Goods provided by Amplex is given by way of identification only and use of any such description shall not constitute this sale as a sale by description.
- 8.3 If the Customer or the quotation specifications require that any Goods are supplied by a third-party supplier, then the estimated delivery date for the Goods is subject to the availability of the product from that supplier and Amplex reserves the right to require the Customer to pay a deposit of up to 100% of Amplex's cost of purchase and delivery of such Goods.

9. DEFECTS & RETURNS

- 9.1 The Customer shall assess the Goods and/or Services supplied upon delivery and must within seven (7) days of such delivery give written notice to Amplex with full particulars of any claim that the Goods and/or Services are not in accordance with what was ordered by the Customer or any complaint in connection with the Goods and/or Services.
- 9.2 If requested by Amplex, the Customer shall allow Amplex to inspect any Goods or other matter in respect of which Amplex supplied the Goods and/or Services. Alternatively, if requested by Amplex, the Goods must be returned to Amplex at the Customer's cost for inspection.
- 9.3 If the Customer fails to comply with clauses 9.1 and 9.2 above, the Goods and/or Services shall be deemed to have been properly supplied/performed as required by the Customer and free from any defect or damage. The Customer must pay for the Goods and/or Services in accordance with these terms and conditions.
- 9.4 The Customer shall not have any right to commence legal action in connection with the supply of the Goods and/or Services unless the Customer has complied with clauses 9.1 and 9.2.
- 9.5 For defective Goods, which Amplex has agreed in writing that the Customer is entitled to reject, Amplex's liability is limited in accordance with clause 13.2 herein, provided that:
 - 9.5.1 the Customer has complied with the provisions of clauses 9.1 and 9.2;
 - 9.5.2 the Goods are returned in the condition in which they were delivered with all packaging material and accompanied by proof of purchase;
 - 9.5.3 The Goods are accompanied by a GOODS RETURN FORM, which is available from Amplex.
- 9.6 Amplex will not be liable for Goods that have not been stored or used in a proper manner.
- 9.7 Except to the extent required by law, Goods made to special order, Customer specification, non-catalogue items or product cut to length are not acceptable for credit or return. Cancellation of orders for special or non-catalogue items will not be accepted once these orders have been processed.

10. RISK TO GOODS AND DELIVERY

- 10.1 Risk in any Goods shall pass to the Customer at the time when the Goods have been delivered to the Customer.
- 10.2 Any date quoted for delivery by Amplex is an estimate only.
- 10.3 If Amplex elects to deliver part of an order of Goods, or Services then every part delivery of Goods and/or Services:

10.3.1 will be a separate contract between Amplex and the Customer and on these terms and conditions; and

10.3.2 shall be invoiced and paid for in accordance with these terms and conditions.

- 10.4 Delivery of the Goods to a third-party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this contract.
- 10.5 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at Amplex's address.
- 10.6 Delivery of the Goods to a carrier, either named by the Customer or failing such naming, to a carrier at the discretion of Amplex for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.
- 10.7 The costs of carriage and any insurance which the Customer reasonably directs Amplex to incur shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.
- 10.8 Where there is no agreement that Amplex shall send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the expense of the Customer is deemed to be delivery to the Customer.
- 10.9 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
 - 10.9.1 such discrepancy in quantity shall not exceed 10%; and
 - 10.9.2 the Price shall be adjusted pro rata to the discrepancy.
- 10.10 Unless a guarantee is given by Amplex in writing, providing for liquidated damages for failure to deliver by the date quoted for delivery or at all, Amplex will not be liable to the Customer for any loss or damage howsoever arising even if arising out of the negligence of Amplex for failure to deliver on or before the date quoted for delivery.
- 10.11 Amplex reserves the right to make deliveries to the Customer by instalments. If delivery is made by instalments the Customer is not entitled to:
 - 10.11.1 terminate or cancel the order following its acceptance by Amplex;
 - 10.11.2 terminate this contract;
 - 10.11.3 any claim, loss or damage howsoever arising from the failure of Amplex to deliver any instalments on or before the date quoted for delivery.
- 10.12 If any of the Goods are damaged or destroyed prior to property in them passing to the Customer, Amplex is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Amplex is sufficient evidence of Amplex's rights to receive the insurance proceeds without the need for any person dealing with Amplex to make further enquiries.
- 10.13 The failure of Amplex to deliver shall not entitle either party to treat this contract as repudiated.

11. TITLE & PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) (PPSA)

Goods

- 11.1 Whilst risk in the Goods passes on delivery, legal and beneficial title in the Goods shall remain with Amplex until it has received payment in full for all monies owed by the Customer.
- 11.2 Until Amplex has received payment in full for all monies owed by the Customer, Amplex reserves the following rights:
 - 11.2.1 it has a lien on the Goods;
 - 11.2.2 the right to retain the Goods in exchange for the Price whilst Amplex is in possession of them;
 - 11.2.3 the right to stop the Goods in transit (whether or not delivery has been made) and/or enter the Customer's premises, or any premises as the invitee of the Customer where the Goods are located, and retake possession of the Goods;
 - 11.2.4 the right to keep or resell any Goods repossessed under sub-clause 11.2.3;
 - 11.2.5 the foregoing right of disposal, provided that the lien of Amplex shall continue despite the commencement of proceedings or judgement for the Price having been obtained;

- 11.2.6 any other rights it may have at law or under the PPSA.
- 11.3 Where, pursuant to sub-clause 11.2.4:
- 11.3.1 Amplex resells the Goods repossessed, it is agreed that Amplex may credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or
- 11.3.2 Amplex retains possession of the repossessed Goods, it is agreed that Amplex may credit the Customer's account with the invoice value less such sum as Amplex reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
- 11.4 Amplex shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third-party as a result of any action taken to repossess the Goods.
- 11.5 If the Goods are attached, fixed, or incorporated into any property of the Customer, title in the Goods shall remain with Amplex until the Customer has made payment for all monies owed to Amplex and where those Goods are mixed with other property so as to be part of or a constituent of any new product, title to these products shall be deemed to be assigned to Amplex as security for the full satisfaction by the Customer of the full amount owing between the Amplex and the Customer.
- 11.6 Until Amplex receives payment for Goods in full, the Customer acknowledges that Amplex has a Purchase Money Security Interest ("PMSI") which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to Amplex.
- 11.7 Amplex can issue proceedings to recover the Price of the Goods sold to the Customer notwithstanding that the legal and beneficial title of the Goods may not have passed to the Customer.

General

- 11.8 Upon assenting to these terms and conditions, the Customer acknowledges and agrees that these terms and conditions constitute a Security Agreement for the purposes of the PPSA.
- 11.9 The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which Amplex asks and considers reasonably necessary for the purposes of:
- 11.9.1 ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;
- 11.9.2 enabling Amplex to apply for any registration, or give any notification, in connection with the Security Interest created under this contract so that the PMSI and/or Security Interest has the priority required by Amplex.
- 11.10 To the extent permitted by law, the Customer irrevocably waives its right to:
- 11.10.1 receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
- 11.10.2 redeem the Goods under section 142 of the PPSA;
- 11.10.3 reinstate the agreement under section 143 of the PPSA;
- 11.10.4 receive a Verification Statement.
- 11.11 Nothing in clause 11 prevents Amplex from taking collection or legal action against the Customer to recover any monies owed from time to time.

12. TERMS OF CREDIT

- 12.1 The Customer acknowledges that it has no right to credit or a credit facility from Amplex and the granting of any credit or credit facility by Amplex in respect to the supply of the Goods and/or Services will be at Amplex's absolute discretion.

13. LIABILITY

- 13.1 All implied conditions, warranties and undertakings other are expressly excluded to the extent permitted by law.
- 13.2 Where the Goods are of a kind other than Goods ordinarily acquired for personal, domestic or household use, then Amplex's liability is limited, at its option, to anyone or more of the following:
- 13.2.1 the replacement or supply of the equivalent of the Goods;
- 13.2.2 the repair of the Goods;
- 13.2.3 the payment of the costs of replacing the Goods or acquiring their equivalent; or
- 13.2.4 the payment of the costs of having the Goods repaired.
- 13.3 Where the Services are of a kind other than Services ordinarily provided for personal, domestic or household use, then Amplex's liability is limited, at its option, to any one or more of the following:

- 13.3.1 the provision of the equivalent Services;
- 13.3.2 the provision of the Services;
- 13.3.3 the payment of the costs of providing the Services or providing their equivalent; or
- 13.3.4 the payment of the costs of having the Services provided.
- 13.4 Subject to the Customer's rights under Schedule 2 of the *Competition and Consumer Act 2010* ("CCA"), Amplex shall not be liable for any loss or damage of any kind whatsoever, arising from the Goods and/or Services, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Goods and/or Services.
- 13.5 The Customer shall indemnify Amplex against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Amplex or otherwise, brought by any person in connection with any matter, act, omission, or error by Amplex, its agents or employees in connection with the Goods and/or Services or in connection with this contract.

14. WARRANTY

- 14.1 Manufacturer's warranty applies to the Goods where applicable.
- 14.2 To the maximum extent permitted by law, Amplex makes no warranty in respect of the Services.
- 14.3 The Customer hereby disclaims any right to rescind, or cancel this contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of Amplex and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that Amplex shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the manufacturer, which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer, subject always to the law.

15. CANCELLATION

- 15.1 Orders placed with Amplex cannot be cancelled without the written approval of Amplex. In the event that Amplex accepts the cancellation of any order placed, it shall be entitled to charge a reasonable fee for any work done to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- 15.2 If the Customer cancels an order prior to the work commencing or before the Goods are delivered, Amplex reserves the right to keep any deposit paid by the Customer. If the work has commenced or the Goods have been delivered then Amplex reserves the right to pursue the Customer for any outstanding amounts as calculated by Amplex in order to recoup all or any of Amplex's costs to date.
- 15.3 Amplex may cancel these terms or cancel the supply of Goods and/or Services at any time before the Goods and/or Services are supplied by giving written notice. Amplex shall not be liable for any loss in connection with such cancellation.

16. CHARGE

- 16.1 The Customer hereby charges in favour of Amplex all of the Customer's estate and interest in any land, freehold or leasehold, in which the Customer now has or which it may later acquire any such interest in, and all the Customer's present and after-acquired personal property, with payment of all monies owing by the Customer to Amplex from time to time and hereby consents to Amplex lodging a caveat or caveats which note Amplex's interest.

17. JURISDICTION

- 17.1 These terms and conditions and all matters concerning the business relationship between Amplex and the Customer shall be governed by the law of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales for the conduct of any litigation.

18. ASSIGNMENT

- 18.1 The Customer cannot assign these terms and conditions without the prior written consent of Amplex.
- 18.2 Amplex can assign these terms and conditions to a third-party without the consent of the Customer.

19. TERMINATION

- 19.1 These terms and conditions become irrevocable once a contract is formed and can only be rescinded in accordance with these terms and conditions or with written consent of an authorised Amplex agent or representative.

- 19.2 Subject to clauses 15.2 and 15.3, either party may terminate this contract if the other party commits any material or persistent breach of its obligations under this contract (which in the case of a breach capable of remedy shall not have been remedied within fourteen (14) days of receipt by the party in breach of a notice identifying the breach and requiring its remedy or if a party becomes insolvent, bankrupt or enters into a scheme or arrangement with creditors). Termination under this clause must be effected by written notice to the other party.
- 19.3 In the event a Customer wishes to terminate this contract for Goods and/or Services relating to maintenance prior to the expiry of the term, the Customer will be required to pay the remaining payments up to the end of the contract term.
- 19.4 Amplex may terminate this contract in whole or in part at its convenience or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. Amplex shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.5 Amplex may terminate a contract at any time by giving written notice to the Customer if an act of default occurs.
- 19.6 On termination of a contract the Customer must, at its own expense immediately pay the price in full (or the balance that remains outstanding) to Amplex.
- 19.7 Amplex may take whatever steps available to recover any loss suffered by it by reason of the termination of this contract.

20. NON-SOLICITATION OF AMPLEX PTY LTD EMPLOYEES

- 20.1 In consideration for this contract the Customer agrees that it will not solicit, interfere with or endeavour to entice away any Key Employee of Amplex without the prior written consent of Amplex. This prohibition includes circumstances where the Customer may look to engage the services of a Key Employee via a company, trust or subcontract arrangement with an entity in which the Key Employee or its spouse could be reasonably considered to have a position of control such as being a beneficiary, director or shareholder.
- 20.2 The Customer agrees that if clause 20.1 is breached, the Customer will be liable to pay Amplex on a full indemnity basis by way of liquidated damages, all associated costs and expenses associated with and/or incidental to sourcing an equivalent employee. This includes but is not limited to the payment of an employment agency commission fixed at the rate of 15% of a Key Employees' remuneration package.

21. INTELLECTUAL PROPERTY

- 21.1 Where Amplex has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in Amplex, and shall only be used by the Customer at Amplex's discretion.
- 21.2 Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of Amplex, then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
- 21.3 The Customer warrants that use of any designs or instructions it supplies to Amplex will not cause Amplex to infringe any patent, registered design or trademark in the execution of the Customer's order.

22. MISCELLANEOUS

- 22.1 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Amplex, Amplex is unable to perform in whole or in part any obligation under these terms and conditions, including delay in delivery, Amplex shall be relieved of that obligation under these terms and conditions to the extent and for that period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.
- 22.2 Amplex may perform any of its obligations through subcontractors without the Customer's consent.
- 22.3 Failure by Amplex to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this contract.
- 22.4 If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- 22.5 The Customer will notify Amplex in writing of any change of ownership of the Customer or its business, or of directorships in the case of a corporate Customer, or of any other change whatsoever affecting these terms and conditions within seven (7) days from the date of such a change.
- 22.6 The Customer indemnifies Amplex from and against any loss or damage incurred by it as a result of the Customer's failure to notify Amplex of any change in ownership.

- 22.7 Any variation of the terms and conditions contained in this contract or any contract must be agreed to in writing by a director Amplex for it to have any legal effect. Any such variation will take effect from the date on which Amplex notifies the Customer of same, unless agreed in writing by Amplex and the Customer.

DEED OF PERSONAL GUARANTEE & INDEMNITY

In consideration of **Amplex Pty Ltd ACN 605 342 783 ("Amplex")** granting the Customer (as named in the Application for Credit Account form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to Amplex the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to Amplex, including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this Guarantee or at any subsequent time;
2. that this is a continuing guarantee;
3. to indemnify Amplex against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Amplex or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee;
5. that our liability under this guarantee shall not be avoided, released or affected by Amplex making any variation or alteration in terms of any agreement with the Customer;
6. that our liability under this guarantee shall not be avoided, released or affected by the Customer entering into a Deed of Company Arrangement (DOCA) or by Amplex voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
7. that this guarantee becomes binding on those of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
8. that Amplex is entitled to recover against any of us (as a Guarantor) without having first taken steps to recover against the Customer or any other guarantor;
9. that this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from Amplex that we are released from our obligations and liabilities under this guarantee;
10. that if Amplex forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that Amplex is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, Amplex's rights are reinstated in relation to the debt that Amplex applied the payment to (as if the payment had never been made) and I/we shall be liable to pay Amplex the amount it disgorges to the Liquidator;
11. to further indemnify Amplex against any and all losses and legal costs (on a full indemnity basis) that Amplex directly or indirectly incurs as a result of disgorging monies to a Liquidator of the Customer;
12. to hereby jointly and severally charge in Amplex's favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed by the Customer or any of us and consent to Amplex lodging a caveat or caveats which note Amplex's interest in or over any of our real property;
13. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
14. to be liable for all Amplex's collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce Amplex's rights under this guarantee.

GENERAL:

- "I", and "We" and "us" means each of the guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this guarantee shall not affect the validity or enforceability of the remaining provisions.

I/WE HAVE READ AND UNDERSTOOD THIS DOCUMENT AND HAVE BEEN GIVEN AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING IT.

Sealed, Signed and Delivered as a Deed

Signature:	Signature:
Guarantor Name (Print):	Witness Name (Print):
Date:	
Signature:	Signature:
Guarantor Name (Print):	Witness Name (Print):
Date:	