

(Manufacturers of compression and extension springs to John While and Automatic Spring specifications) ABN: 95 189 509 687

5A Surman Ct Drouin, Victoria 3818

Phone: (03) 5625 2078 Fax: (03) 5625 2043

Email: sales@asisprings.com.au

ACCOUNT APPLICATION FORM

Is Business name register	ed? YesNo					
Principal/Registered com	pany name					
Trading Name						
	A.B.N					
Postcode						
			_			
Postcode						
		Established when				
		Fax:_()				
Email Address:	 					
Anticipated Monthly Ord	er Value:\$					
	Trade Referen	<u>ices</u>				
No	Transport or Petrol / C	Gas Company's				
1	Ph:_()	Fax:_()				
2	Ph:_()	Fax:_()				
3	Ph:_()	Fax:_()				
Applicants Name:						
			_			
Date:						

Please be sure to fill in ALL details correctly as not to delay application. Thank you.

Directors Guarantee

To: ASI Springs

IN CONSIDERATION of your having at the request of the persons named in the Schedule hereto as the Guarantor agreed to supply or to continue to supply goods or services or both to the person named in the Schedule hereto as the Principal.

NOW THE GUARANTOR hereby covenants and agree with you as follows:

- 1. The Guarantor unconditionally guarantees the due payment to you by the Principal of all monies not owing and hereafter to be owing by the Principal to you on any account whatsoever including any legal or other expenses incurred in recovering or attempting to recover those monies (hereinafter referred to as "the guaranteed monies").
- As a term of this Guarantee you are to be at liberty without notice to the Guarantor at any time and from time to time and without in any way discharging or affecting the liability of the Guarantor hereunder to refuse credit or supplies of goods and services to the Principal hereunder and to grant time or other indulgence to the Principal and to vary the terms and conditions of you dealings with the Principal without reference to the Guarantor.
- 3. As a further term of this Guarantee, all payment compositions and dividends received by you from the Principal or in the liquidation or official management of the Principal shall be taken and applied by you as payments in gross and any right of subrogation which the Guarantor may haves against the Principal of guarantee shall be a security to you for the payment of any ultimate balance that may remain owing to you.
- 4. The liability or the guarantor hereunder shall not be affected or discharged by:
 - a. Any change in the constitution or business of the Principal;
 - Any payment made by the Principal to you being avoided pursuant to any statute, provision or as a preferential payment
 according to law (and in any such event you may proceed against the Guarantor as though no such payment had been
 made)
 - c. Any failure by you to take legal proceedings against the Principal;
 - d. Any other act, matter or thing which is capable at law of affecting the obligations of the Guarantor as surety.
- 5. Before taking legal proceedings against the Guarantor arising out of this Guarantee you shall give the Guarantor not less than seven days written notice of demand for payment of the guaranteed monies.
- 6. If more than one person is named in the Schedule as a Guarantor, their liability shall be joint and several and if any Guarantor is a natural person this guarantee shall bind his had executors and administrators.
- 7. Notices to be served on the Guarantor concerning any matter relating to this guarantee shall be sufficiently served if delivered by hand or posted to him by prepaid registered or certified post to the address set out in the schedule and if served by post shall be deemed to be served on the day after posting.

Schedule				
Principal:	Name:			
	ACN:			
	Address:			
Director/s:	Name:			
	Address:		· · · · · · · · · · · · · · · · · · ·	
	Address.			
	Occupation:			
	Address for serv	vice:		
	Date:			
Signed seal	ed and delivered	by the		
Director:				
In the prese	ence of:			
	Name:			
	Address:			
	Occupation:			
	Date:			