

CONFIDENTIAL



- Application for Credit
- Terms of Trade
- Privacy Consent
- Guarantee

**DOOGOOD POWDER COATING PTY LTD / DOOGOOD ENTERPRISES PTY LTD /
DOOGOOD TRADING PTY LTD**

Factory 5a - 28-30, Green Street,
Doveton Victoria 3177, Australia
Telephone: 1300 123 DGA
doogoodaustralia.com.au

Business Name:

Member of a Buying Group: Yes No

Buying Group Name:

Office Use Only

Application Approved Yes No

Credit Amount Approved: \$

Terms:

DOOGOOD GROUP

The Customer hereby applies for credit facilities with one or more of Doogood Enterprises Pty Ltd (ACN 156 122 146) and/or Doogood Powder Coating Pty Ltd (ACN 125 742 038) and/or Doogood Trading Pty Ltd (ACN 626 754 738) ("Doogood"), such facilities to be governed by the Terms and Conditions of Trade, the Privacy Act Customer Authority and Acknowledgement and the Deed of Guarantee and Indemnity attached.

PART 1: CREDIT APPLICATION

1. THE CUSTOMER

Customer Name:	ABN/ACN:	
Date of Birth:	Driver's Licence Number :	
Trading Name (if different from Customer Name):	Date business commenced:	
Principal business address:		
Delivery Address (if different from Principal business address):		
Registered Office:		
Type of Business:	Date of Commencement:	
Contact Name:	Position:	
Tel No:	Fax No:	Email:

2. OPERATING STRUCTURE

Tick appropriate:	<input type="checkbox"/> Pty Ltd.	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Corporation as Trustee
	<input type="checkbox"/> Public Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual(s) as Trustee
Date of Incorporation:	Authorised Capital: \$	Paid up Capital: \$	
Value of Stock: \$	Plant: \$	Turnover per annum: \$	

3. DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS (to be completed by companies or partnerships)

Provide details of all directors (for company or corporate trustee), partners or individual trustees. If more than three, please attach details.

Name:	Address:
Date of Birth:	Driver's Licence Number:
Name:	Address:
Date of Birth:	Driver's Licence Number:
Name:	Address:
Date of Birth:	Driver's Licence Number:

4. TRUST DETAILS (to be completed by customers acting as trustees)

Name of Trust:	ABN:		
Type of trust: tick appropriate	<input type="checkbox"/> Family/Discretionary	<input type="checkbox"/> Unit	<input type="checkbox"/> Other (Details)

If a unit trust, please provide details of all unitholders. If more than two, please attach details.

Name:	Address:
Name:	Address:

5. CUSTOMER'S FINANCIAL DETAILS

Credit Limit Required \$:

Bank:

Branch:

Contact:

Tel:

Auditor's Name & Address:

Business Premises: Owned

Leased

If leased, from whom:

Details of security (e.g. Mortgages, Debentures, Bills of Sale provided by the Customer over its business or property to third parties)

Type of security:

provided to:

Type of security:

provided to:

6. BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

Have any been declared bankrupt? Yes No If yes, details:

Have any been involved in business that have failed or been liquidated Yes No If yes, details:

Names of related or subsidiary companies or partnerships:

7. TRADE/BUSINESS REFERENCES

Three trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name:

Address:

Contact:

Tel:

Fax:

Email:

2. Name:

Address:

Contact:

Tel:

Fax:

Email:

3. Name:

Address:

Contact:

Tel:

Fax:

Email:

8. TERMS OF CREDIT

Credit will not be provided until Doogood accepts this application and has provided written confirmation to the Customer.

If Doogood accepts this application, the provision of goods and services and credit facilities to the Customer are subject to the Terms and Conditions of Trade attached.

9. EXECUTION

By signing this application for credit, the Customer:

1. Warrants that the information provided in this Credit Application is true and correct;
2. Acknowledges having been provided with Terms and Conditions of Trade, the Privacy Act Customer Authority

- and Acknowledgement and the Deed of Guarantee and Indemnity and having read and understood them;
3. Acknowledges that it has been advised to seek independent legal and financial advice prior to signing this Application; and
 4. Agrees that the Terms and Conditions of Trade, the Privacy Act Customer Authority and Acknowledgement and the Deed of Guarantee and Indemnity apply to the provision of all goods and services to it by Doogood, and agrees to abide by the Terms and Conditions of Trade.

If the Customer is a company or corporate trustee – signed for and on behalf of the Customer

Executed by the Customer in accordance with section 127 of the *Corporations Act 2001* in the presence of:

Name: _____ Position: Director/Secretary

Signature: _____ Date: _____

Name: _____ Position: Director/Secretary

Signature: _____ Date: _____

If the Customer is a sole trader, partnership or individual(s) as trustee – signed by the Customer

Note: if the Customer is a partnership or individual(s) as trustee, all partners and individuals must sign.

Name: _____ Signature: _____ Date: _____

Name and Address of witness: _____ Signature of witness: _____

Name: _____ Signature: _____ Date: _____

Name and Address of witness: _____ Signature of witness: _____

Name: _____ Signature: _____ Date: _____

Name and Address of witness: _____ Signature of witness: _____

If more than three individuals, please have additional individuals sign a copy of this page

1. Definitions

1.1 Throughout these Terms and Conditions:

- a) "Doogood" means any of or a combination of Doogood Enterprises Pty Ltd (ACN 156 122 146) and/or Doogood Powder Coating Pty Ltd (ACN 125 742 038) and/or Doogood Trading Pty Ltd (ACN 626 754 738); and
- b) "Customer" shall mean the person, firm or corporation (including the Customer's employees, servants, agents, successors and assigns having apparent authority to act or sign any document on behalf of the Customer) to whom each invoice is addressed and includes the Customer whose details appear on the Credit Application.

2. Pricing

- 2.1 Prices quoted for the supply of goods and services exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.
- 2.2 Prices for goods and services are set in accordance with Doogood's prevailing price list, which is subject to change from time to time and the price payable for goods is the price applicable at the date of delivery of goods contained in the written quotation.
- 2.3 If the Customer requests any variation to the Agreement, Doogood may increase the price to account for the variation.
- 2.4 Where there is any change in the costs incurred by Doogood in relation to the goods or services, Doogood may vary its price for the goods or services in order to take account of any such change by notifying the Customer.

3. Payment

- 3.1 Unless otherwise agreed in writing:
- a) Payment for the goods and/or services must be made within 30 days of the date of Doogood's invoice.
- b) Doogood reserves the right to require payment in full on delivery of the goods or completion of the services.
- 3.2 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 3.3 Payment terms may be revoked or amended at the sole discretion of Doogood immediately upon giving written notice to the Customer.

4. Customer's acknowledgments

- 4.1 The Customer acknowledges and agrees that, irrespective of its signature or a signature of any person appearing on an invoice, the mere acceptance of the goods or services supplied constitutes the Customer's submission to these Terms and Conditions of Trade.
- 4.2 For the purposes of these Terms and Conditions of Trade, where any dispute arises as to the indebtedness of the Customer to Doogood or of the quantity or quality of goods and/or services supplied to the Customer by Doogood, the certificate of Doogood's director or officer shall be conclusive evidence of the matters therein stated.

5. Default

- 5.1 If the Customer defaults in payment by the due date of any amount payable to Doogood, then all money which would become payable by the Customer to Doogood at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Doogood may, without prejudice to any other remedy available to it:
- a) claim a general lien over all the Customer's goods in the possession of Doogood, and subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever Doogood in its sole discretion deems appropriate, and allocate the proceeds to the repayment of its sale costs and expenses and any sum which is due and payable by the Customer;
- b) charge the Customer interest on any sum due at the penalty rate of interest prescribed by the Penalty Interest Rates Act 1983 as fixed from time to time plus 2 per cent for the period from the due date until the date of payment in full;
- c) charge the Customer for, and the Customer must indemnify

Doogood from, all costs and expenses (including without limitation all legal costs and disbursements on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any goods;

- d) cease or suspend for such period as Doogood thinks fit, supply of any further goods or services to the Customer;
- e) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by Doogood; without effect on the accrued rights of Doogood under any contract.
- 5.2 Clauses 5.1(d) and (e) may also be relied upon, at the option of Doogood:
- a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
- b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Charge on property

- 6.1 The Customer hereby charges (and if more than one Customer, then each of them jointly and severally charge) with payment of any monies owing at any time to Doogood, all estates and interests in freehold and leasehold land which the Customer(s) has or may acquire and hereby further covenants and agrees to execute such further documents or instruments as may be necessary to enable the registration of such charge at the Land Titles Office.

7. Passing of Property and the Personal Property Securities Act 2009 ("PPSA")

- 7.1 Each transaction for the sale of goods and each delivery of goods by Doogood to the Customer shall be deemed to be subject to the following conditions:

- (a)
- (i) words and phrases used in this clause which are defined in the *Personal Property Securities Act 2009* ("PPSA") have the same meaning in this clause;
- (ii) "collateral" for the purposes of the PPSA means all the Customer's present and after-acquired property and includes all of its assets and undertakings and anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a security interest, and if the Customer is trustee of a trust, it means all the Customer's present and after-acquired property which is the subject of the Trust and includes anything in respect of which the Customer as trustee of the Trust has at any time a sufficient right, interest or power to grant a security interest;
- (iii) the contents of this clause is a security agreement for the purposes of the PPSA;
- (iv) "dealing" means and includes the Customer using the goods in some manufacturing or construction process of its own or of a third party;
- (v) "goods" means any goods supplied by Doogood to the Customer from time to time and includes all goods treated by Doogood or in respect of which Doogood has rendered any form of service requested by the Customer;
- (vi) "resale" means and includes any form of sale, hire, loan or in any way parting with possession of the goods.
- (b) No title or ownership of the goods passes to the Customer until payment in full of all monies owing by the Customer to Doogood in respect of goods delivered, is received by Doogood from the Customer and the Customer shall:

- (i) store goods which have not been paid for, separately, securely, safe from damage and readily identifiable as goods of Doogood and as agent, trustee and bailee of Doogood;
 - (ii) the Customer may resell the goods but only as agent of Doogood. Any right to bind Doogood to any liability or third party by agreement or otherwise is expressly negated. Any resale of the goods by the Customer is to be at arms-length and on market terms pending resale or dealing in the goods, the goods are to be kept separate from the Customer's own goods and insured by the Customer with a reputable insurer and noting the interest of Doogood;
 - (iii) the Customer will receive all proceeds of resale or of any dealing with the goods, whether the proceeds are tangible or intangible, whether direct or indirect, in trust for Doogood and will keep such proceeds in a separate account until the liability of the Customer to Doogood shall have been discharged, however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee. Such proceeds of resale shall be held in trust for Doogood and shall be deemed to be equal in dollar terms to the amount owing by the Customer to Doogood in respect of the goods at the time of receipt of such proceeds;
 - (iv) Doogood is to have the power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the Customer to the contrary;
 - (v) if the Customer does not pay for any goods on the due date specified by Doogood, Doogood is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises), and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer (or its agent) whatsoever;
 - (vi) should Doogood seek to recover the goods, the Customer grants access to the premises where the goods are stored and indemnifies Doogood in relation to any damage caused to those premises;
 - (vii) for the purpose of giving effect to and perfecting any matters contained in this clause, the Customer irrevocably appoints Doogood as its attorney; and
 - (viii) the parties agree that the provisions of this clause apply notwithstanding any agreement with the parties under which Doogood gives the Customer credit.
- (c) It is expressly agreed between Doogood and the Customer that:
- (i) Neither the goods or proceeds of sale or dealing therefrom shall be available for general distribution among creditors of the Customer in the case of corporate administration, liquidation or bankruptcy;
 - (ii) Neither the goods or proceeds of sale or dealing therefrom shall be available for distribution among secured creditors of the Customer holding a fixed or floating security over the Customer; and
 - (iii) The loss of identity of goods subject to resale or dealing does not prevent the proceeds of resale or dealing being held on trust by the Customer for Doogood.
- (d) The content of this clause and the conditions contained in it constitute a security agreement for the purposes of the PPSA in respect of which the Customer grants a security interest in the collateral to Doogood to secure payment of all monies due to Doogood by the Customer pursuant to these terms and conditions, registrable on the Personal Property Securities Register. and agrees that the collateral is not to be used predominantly for personal, domestic or household purposes. The Customer unconditionally and irrevocably contracts out of the following provisions of the PPSA:
- (i) Section 95 requiring notice to be given of removal of an accession;
 - (ii) Section 96 when a person with an interest in the whole may retain an accession;
 - (iii) Section 121(4) requiring notice to grantor in relation to enforcement of liquid assets;
 - (iv) Section 130 requiring a secured party to give notice to a grantor in respect of disposal of collateral;
 - (v) section 132(1) requiring the delivery of a statement of account to a grantor after disposal;
 - (vi) Section 132(4) requiring delivery if a statement of account if no disposal;
 - (vii) Section 135 requiring delivery by a secured party to a grantor of notice of retention;
 - (viii) Section 142 giving the right by a grantor to redeem collateral; and
 - (ix) Section 143 giving the right of a grantor to seek reinstatement of a security agreement.
- (e) The Customer consents to Doogood, at the Customer's cost and expense, registering any security interest contemplated or constituted by this clause or these conditions and agrees to sign all documents requested by Doogood and to do all such things as Doogood requests in order to register Doogood's security interest pursuant to the PPSA including the registration of a Financing Statement, a Financing Change Statement in respect of a security interest and any other document or notice required for the purposes of the PPSA. The Customer unconditionally and irrevocably waives the right to receive a Verification Statement in relation to the registration of any security interest by Doogood in respect of the collateral.
- (f) The Customer undertakes that it will not:
- (i) Do anything which would prejudice or interfere with Doogood's right to registration of its security interest pursuant to the provisions of the PPSA;
 - (ii) Register or seek to register a Financing Change Statement in respect of the collateral without Doogood's prior written consent; and
 - (iii) Permit any further encumbrance to subsist in respect of the collateral in favour of any third party without prior written consent of Doogood.
- (g) Doogood's rights pursuant to this clause are in addition to and not in substitution of any other rights Doogood has against the Customer.

8. Risk and Insurance

- 8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately on delivery of the goods to the premises nominated by the Customer.
- 8.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by Doogood, whether such goods are used singularly, or in combination with other goods, substances, or any process.

9. Delivery

- 9.1 Doogood will arrange for delivery of the goods unless otherwise detailed in any written quotation from Doogood.
- 9.2 Any period or date for delivery of goods or provision of services stated by Doogood is intended as an estimate only and is not a contractual commitment. Time for the supply of goods or provision by services is not of the essence of this agreement.
- 9.3 Late delivery or supply will not entitle the Customer to vary or cancel the Agreement, or claim damages as a result.
- 9.4 Unless otherwise agreed in writing by Doogood, the Customer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 9.5 The Customer must provide reasonable and proper access to the location specified for delivery.
- 9.6 The Customer indemnifies Doogood against any loss or damage suffered by Doogood, its sub-contractors or employees as a result of delivery, except where caused by the negligence of Doogood.

10. Liability

- 10.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 10.2 Replacement of the goods is the absolute limit of Doogood's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 10.3 Any replacement of goods supplied to the Customer pursuant to clause 10.2 will not have the effect of extending the warranty period of the goods, which will be calculated from the date of the supply by Doogood of the original goods.
- 10.4 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

11. Cancellation and variation

- 11.1 If, through circumstances beyond the control of Doogood, Doogood is unable to effect delivery or provision of goods or services, then Doogood may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.
- 11.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on Doogood after that order has been accepted.
- 11.3 Doogood, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

12. Returns and Exchanges

- 12.1 Subject to clause 12.2, Doogood will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless:
- the Customer delivers a written complaint to Doogood with full details within 7 days of receipt of goods specifying the shortage or defect; and
 - Doogood is, upon receipt of the complaint, given an opportunity to inspect the goods and investigate the complaint before any further dealing with the goods.
- 12.2 If the Customer fails to give the notice as required in clause 12.1, it is deemed to have accepted the goods and the Customer will be bound to pay for them.
- 12.3 When any defects, shortages, claim for damage or non-compliance with the Agreement specifications is accepted by Doogood, Doogood may, at its option, replace the goods, or refund the price of the goods.
- 12.4 Doogood will not under any circumstances accept goods for return that:
- have been specifically produced, imported or acquired to fulfill any contract or special Customer order;
 - have been altered in any way;
 - have been used;

- 12.5 The Customer must;

- obtain Doogood's prior written approval for the return of goods;
- pay to Doogood a re-stocking fee of 15% of the value of the goods;
- pay all freight charges associated with the return of goods.

13. Dispute

- 13.1 Any dispute between the Customer and Doogood in relation to this Agreement, the subject matter thereof or the goods and/or services, shall not be justiciable by way of litigation or alternative dispute resolution until such time as the Customer has paid to a trust account maintained by Doogood's solicitors all monies owing by the Customer to Doogood or claimed by Doogood as being owing by the Customer ("the escrow payment"), and Doogood's solicitors have certified that the escrow payment has been received by way of cleared funds.
- 13.2 In relation to the escrow payment referred to in clause 13.1 thereof, Doogood's solicitors are authorised by both Doogood and the Customer to place the escrow payment in an interest-bearing trust account in the joint names of the parties without further authority or direction from either of them. Upon determination of any dispute (by litigation or alternate dispute resolution mechanism), Doogood's solicitors are authorised to disburse the escrow payment and interest earned thereon in accordance with the outcome of the litigation or alternative dispute resolution mechanism or otherwise, in accordance with the written direction of both parties to this Agreement.
- 13.3 The provisions of clause 13.2 may be pleaded by Doogood as a bar to any proceeding instituted by way of litigation or the commencement of any alternate dispute resolution method by the Customer.

14. Vienna Convention

- 14.1 Regardless of the Customer's country of domicile, it is agreed between the parties that the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention"), including as referred to in Part IV of the *Goods Act 1958* (Vic) and section 68 of the Australian Consumer Law does not apply to the dealings between the Customer and Doogood.

15. Miscellaneous

- 15.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, and of courts entitled to hear appeals from those Courts.
- 15.2 These Terms and Conditions of Trade and any invoices issued by Doogood shall constitute the entire agreement between Doogood and the Customer, which agreement shall not be varied in any way except in writing executed by both parties.
- 15.3 Failure by Doogood to enforce any of these Terms shall not be construed as a waiver of any of Doogood's rights.
- 15.4 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

PRIVACY ACT 1988

PART 3: CUSTOMER AUTHORITY AND ACKNOWLEDGMENT

Credit information that may be provided to a credit reporting agency

Doogood may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- * to obtain a consumer credit report about me/us; and/or
- * to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- * identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's licence number;
- * my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- * the fact that Doogood is a current credit provider to me/us;
- * payments which are overdue by more than 30 days, or for which debt collection has started;
- * advice that my/our payments are no longer overdue in respect of any default that has been listed;
- * information that, in the opinion of Doogood I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- * dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that Doogood may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that Doogood may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Doogood keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that Doogood may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that Doogood may exchange information about me/us with my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- * to assess an application by me/us for credit
- * to notify other credit providers of a default by me/us
- * to exchange information with other credit providers as to the status of my/our credit facility with Doogood where I/we are in default with other credit providers
- * to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the *Privacy Amendment (Private Sector) Act 2000*, Doogood will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Doogood.

Signing to be signed by the Customer or all directors or partners of the Customer.

Dated:

Sole trader:

Director/partner:

Director/partner:

Director/partner:

Director/partner:

DOOGOOD GROUP

TO: Doogood Enterprises Pty Ltd (ACN 156 122 146), Doogood Powder Coating Pty Ltd (ACN 125 742 038) and Doogood Trading Pty Ltd (ACN 626 754 738); ("Doogood")

In consideration of Doogood agreeing to:

- (a) supply or continue to supply goods or services to the Customer; and/or
- (b) provide credit to the Customer; and/or
- (c) grant an indulgence outside Doogood's agreed credit terms,

at the request of:

(Name)	of (Address)
(Name)	of (Address)
(Name)	of (Address)
(Name)	of (Address)

as the Guarantor ("Guarantor"), the Guarantor hereby:

1. Guarantees to Doogood the due and punctual performance of the Terms and Conditions of Trade and the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Doogood to the Customer and any other sums payable by the Customer to Doogood pursuant to Doogood's Terms and Conditions of Trade, including but not limited to interest and damages (hereinafter collectively called "guaranteed money").
2. Indemnifies and agrees to keep indemnified Doogood against any failure by the Customer to make payment of any and all monies due or in the performance and observance by the Customer of all the duties, liabilities and obligations of the Customer under the Terms and Conditions of Trade to the same extent as if the Guarantor was the Customer under the Terms and Conditions of Trade and thereby liable as a principal.
3. Covenants, acknowledges and agrees as follows:
 - (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Doogood other than the payment to and acceptance by Doogood of the whole of the guaranteed money.
 - (b) The Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money due to Doogood by the Customer.
 - (c) This Deed is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by Doogood notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by Doogood to the Customer;
 - (iii) the death or bankruptcy or winding up of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
 - (d) The Guarantor will not compete with Doogood for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. In respect of any and all monies that may from time to time be owing by the Customer to Doogood, charges in favour of Doogood all freehold and leasehold interests in land, whether legal or beneficial, which the Guarantor presently has or may in the future acquire and further covenants and agrees to execute such further documents or instruments as may be necessary to enable registration of any charge at the Land Titles Office.
5. Acknowledges having given its consent to Doogood to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Doogood assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
6. Understands and agrees that:
 - (a) The term "Doogood" includes Doogood's successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
 - (b) In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee, their obligations are joint and several.

Executed as a deed on (date):

Signed Sealed and Delivered by:

in the presence of:

Name & address of witness

Signature of witness

Signed Sealed and Delivered by:

in the presence of:

Name & address of witness

Signature of witness

Signed Sealed and Delivered by:

in the presence of:

Name & address of witness

Signature of witness

Signed Sealed and Delivered by:

in the presence of:

Name & address of witness

Signature of witness

The Customer:

and

Doogood Enterprises Pty Ltd (ACN 156 122 146) and/or Doogood Powder Coating Pty Ltd (ACN 125 742 038) and/or Doogood Trading Pty Ltd ("Doogood")

hereby acknowledge the following in relation to the Customer's request for goods as follows:

1. Job Name:
2. Job Site:
3. Cost of Job:
4. Payment due date:
5. Materials:
6. The Customer approves the following attached documents:
 - (a) CAD drawings dated:
 - (b) Quote dated:
("Customer Specifications")
7. The Customer warrants that it has approved the Customer Specifications provided to Doogood and has completed its own due diligence in relation to the Customer Specifications.
8. Doogood is not responsible for any errors or omissions in the Customer Specifications.
9. The Customer will not make any claim against Doogood concerning the delivered goods, including under clause 12 of the Terms and Conditions of Trade included in this Agreement, unless the goods substantially differ from those described in the Customer Specifications.

Executed by the Customer

Company:

EXECUTED BY:

(ACN) IN ACCORDANCE
WITH SECTION 127 OF THE
CORPORATIONS ACT 2001:

Director/Sole Director

Director/Secretary

Individual:

By:

In the presence of:

Signature of witness

Name & address of witness

Executed by Doogood

EXECUTED BY:

(ACN) IN ACCORDANCE
WITH SECTION 127 OF THE
CORPORATIONS ACT 2001:

Director/Sole Director

Director/Secretary