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SWIFT MECHANICAL & FABRICATION

APPLICATION FOR CREDIT

Date of application		
Trading name		
Address		
Suburb	Postcode	State
Email	Phone	

Details of Proprietors / Share Holders / Directors / ETC		
Full Name	Position	Phone
Full Name	Position	Phone
Full Name	Position	Phone
Full Name	Position	Phone
Full Name	Position	Phone

Your Company's Contact Information

To better service your account please provide the following information. This will enable us to keep accurate records of relevant contacts within your organisation

Business Owner

Name _____ Title _____ Phone _____ Email _____

Account Payable

Name _____ Title _____ Phone _____ Email _____

Sales Department

Name _____ Title _____ Phone _____ Email _____

Purchasing Department

Name _____ Title _____ Phone _____ Email _____

Do you act as Trustee of a Trust (If YES, please state Name of the Trust)

Has the Applicant or a related entity of the Applicant previously been in Administration, Liquidation, Receivership, a Bankrupt or in a

Part X Arrangement? (Please circle) Yes / No If yes please provide details:

Business / Trade references	
Name of first reference	Phone
Contact person	Email
Name of second reference	Phone
Contact person	Email
Name of third reference	Phone
Contact person	Email

TERMS AND CONDITIONS OF TRADE

1. DEFINITION/INTERPRETATION

- 1.1 Swift Mechanical & Fabrication means ABN 52 668 516 149, and its subsidiaries, successors, assigns and associated companies and their servants and/or agents.
- 1.2 “Conditions” means these Terms and Conditions of Trade.
- 1.3 “Contract” means the Conditions, the Application for Credit and any Schedule to the Contract.
- 1.4 “Customer” means the entity that has contracted with Swift Mechanical & Fabrication to buy Goods.
- 1.5 “Goods” means all goods, including without limitation, accessories, materials, services and equipment supplied or to be supplied by Swift Mechanical & Fabrication to the Customer at the Customer’s request.
- 1.6 “Payment” means when Swift Mechanical & Fabrication receives cash or upon clearance of a cheque tendered for such payment, unless otherwise specified in an invoice.
- 1.7 “Payment Date” means the date specified for payment on each invoice.
- 1.8 “Services” means any services supplied by Swift Mechanical & Fabrication to the Customer at the request of the Customer.
- 1.9 “Schedule” means any orders, order forms, invoices, guarantees or other documents which form or describe the subject matter of the Contract, but does not include any descriptions, illustrations and performances contained in catalogues, price lists and advertising material.

2. ORDERS AND ACCEPTANCE

- 2.1 These Conditions will apply to all quotations, orders and offers in relation to the Goods and Services, and the sale, supply, service and replacement of all goods, and will take precedence over any inconsistent provisions in any Customer order.
- 2.2 Each order by the Customer is subject to acceptance or rejection by Swift Mechanical & Fabrication and is not binding on Swift Mechanical & Fabrication prior to Swift Mechanical & Fabrication acceptance of it.
- The Contract constitutes the entire agreement of the parties in relation to the subject of that order and may only be varied in writing, signed by the parties.
- 2.3 The Customer shall not be entitled to cancel any order either written or verbal except with the written consent of Swift Mechanical & Fabrication. If Swift Mechanical & Fabrication 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.
- 2.4 Swift Mechanical & Fabrication shall not be liable for any failure to observe, or breach of any of the Conditions by reason of Acts of God, war, riots, civil commotions, strikes, lockouts, trade disputes, fires, breakdown, interruptions of transport, Government action, prohibition, or import or export delay,

delay in delivery by Swift Mechanical & Fabrication suppliers or any other cause whatsoever beyond its control impeding or interfering with the manufacture, use, delivery or carriage of the Goods or any Services to be supplied.

2.5 Where the customer places an order in writing with Swift Mechanical & Fabrication for non-stock items, Swift Mechanical & Fabrication will not accept return of non-stock items unless the manufacturer agrees to accept return from Swift Mechanical & Fabrication. Swift Mechanical & Fabrication may deduct transport, insurance handling and restocking charges from the credit due to the customer.

3. QUOTES AND PRICES

3.1 All prices shall be “ex-warehouse” and shall not include insurance or delivery charges. Swift Mechanical & Fabrication may invoice the Goods sold at the prices relevant to the Goods ordered at the date of delivery of each order.

3.2 Where a quotation is given by Swift Mechanical & Fabrication for Goods:

3.2.1 unless otherwise agreed, is not an offer to sell or provide Goods.

3.2.2 unless otherwise agreed the quotation shall be valid for 14 days from date of issue;

3.2.3 Swift Mechanical & Fabrication will not be bound by any order given until accepted in writing;

3.2.4 Swift Mechanical & Fabrication reserves the right to alter the quotation because of circumstances beyond its control including, and in no way limited to, increases in the cost of labour, materials, freight, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery;

3.3 Where Goods are required in addition to the quotation, the Customer agrees to pay for the additional cost of such Goods.

4. RISK TO GOODS AND DELIVERY

4.1 Notwithstanding any arrangements made for the transportation of the Goods to the Customer's nominated destination, risk in the Goods passes to the Customer on delivery.

4.2 Delivery is taken to be when the Goods leave Swift Mechanical & Fabrication premises.

4.3 The Customer must pay any delivery charges incurred at cost plus GST and other relevant charges prevailing at that time.

4.4 The Goods and Services will be delivered within the normal hours of a business day to the address specified by the Customer to Swift Mechanical & Fabrication.

4.5 Swift Mechanical & Fabrication is not liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery.

4.6 Swift Mechanical & Fabrication may at its option deliver the Goods and Services to the Customer in any number of instalments.

4.7 Within 24 hours of receipt by the Customer of the Goods and Services, the Customer shall notify Swift Mechanical & Fabrication of any shortage.

4.8 Within 14 days of receipt by the Customer of the Goods, the Customer shall provide notice in writing to Swift Mechanical & Fabrication of any defects. If Swift Mechanical & Fabrication is satisfied that the alleged defects have arisen solely from faulty materials or workmanship on the part of Swift Mechanical & Fabrication and the Goods have not received maltreatment, inattention or interference by the Customer, Swift Mechanical & Fabrication will replace the Goods with equivalent Goods.

4.9 Swift Mechanical & Fabrication will not accept the return of any Goods unless such return is consented to in writing by Swift Mechanical & Fabrication. If Swift Mechanical & Fabrication consents to the return, the Customer, at the Customer's cost, shall return the Goods to Swift Mechanical & Fabrication at the address from where the Goods were dispatched.

4.10 The Customer agrees that neither it nor its employees or agents will replicate or attempt to replicate the Goods in any manner whatsoever.

5. TITLE AND PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

Goods

5.1 Notwithstanding delivery and passing of risk, legal and beneficial title in the Goods shall remain with Swift Mechanical & Fabrication until it has received payment in full for all monies owed by the Customer.

5.2 Until Swift Mechanical & Fabrication has received payment in full for all monies owed by the Customer, Swift Mechanical & Fabrication reserves the following rights:

5.2.1 legal and beneficial ownership of the Goods;

5.2.2 the right to enter the Customer's premises and retake possession of the Goods;

5.2.3 the right to keep or resell any Goods repossessed under sub-clause 5.2.2; and

5.2.4 any other rights it may have at law or under the PPSA.

5.3 Where, pursuant to sub-clause 5.2.3:

5.3.1 Swift Mechanical & Fabrication resells the Goods repossessed, it is agreed that Swift Mechanical & Fabrication may credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or

5.3.2 Swift Mechanical & Fabrication retains possession of the repossessed Goods, it is agreed that Swift Mechanical & Fabrication may credit the Customer's account with the invoice value less such sum as Swift Mechanical & Fabrication reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

5.4 Swift Mechanical & Fabrication 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.

5.5 If the Goods are attached, fixed, or incorporated into any property of the Customer, title in the Goods shall remain with Swift Mechanical & Fabrication until the Customer has made payment for all monies owed to Swift Mechanical & Fabrication 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 Swift Mechanical & Fabrication as security for the full satisfaction by the Customer of the full amount owing between Swift Mechanical & Fabrication and the Customer.

5.6 Until Swift Mechanical & Fabrication receives payment for Goods in full, the Customer acknowledges that Swift Mechanical & Fabrication 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 Swift Mechanical & Fabrication.

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General

5.7 Upon assenting to these Terms and Conditions of Trade, the Customer acknowledges and agrees that these Terms and Conditions of Trade constitute a Security Agreement for the purposes of the PPSA.

5.8 The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which Swift Mechanical & Fabrication asks and considers reasonably necessary for the purposes of:

5.8.1 ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;

5.8.2 enabling Swift Mechanical & Fabrication to apply for any registration, or give any notification, in connection with the Security Interest created under this Agreement so that the PMSI and/or Security Interest has the priority required by Swift Mechanical & Fabrication.

5.9 To the extent permitted by law, the Customer irrevocably waives its right to:

5.9.1 receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;

5.9.2 redeem the Goods under section 142 of the PPSA;

5.9.3 reinstate the Agreement under section 143 of the PPSA;

5.9.4 receive a Verification Statement.

5.10 Nothing in clause 5 prevents Swift Mechanical & Fabrication from taking collection or legal action against the Customer to recover any monies owed from time to time.

6. PAYMENT

6.1 Payment by the Customer for the Goods and Services shall become due and payable on the Payment Date.

6.2 Payment for any amount outstanding shall be deemed immediately due and payable in any of the following circumstances:

6.2.1 there is non-payment of any sum by the Payment Date;

6.2.2 Swift Mechanical & Fabrication forms the view that the Customer will not pay any sum by the Payment Date;

6.2.3 the Customer is bankrupted or enters administration, liquidation or receivership;

6.2.4 a Court judgment is entered against the Customer and remains unsatisfied for seven (7) days;

6.2.5 any material adverse change in the financial position of the Customer.

6.3 Interest accrues on any amount owing after the Payment Date at the rate of 15% per annum, calculated daily from the first day overdue until payment.

6.4 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.

6.5 The Customer shall pay (on a full indemnity basis) any and all losses, expenses, damages, disbursements, collection costs and legal costs which Swift Mechanical & Fabrication 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.

6.6 For the purposes of clause 6.5, 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) Swift Mechanical & Fabrication 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.

6.7 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until it results in Swift Mechanical & Fabrication receiving cleared funds for the entire amount of the negotiable instrument.

7. CREDIT

7.1 Swift Mechanical & Fabrication, in its absolute discretion, may refuse to proceed with the Contract at any time, or refuse to extend credit, if the Customer's credit is or becomes unsatisfactory to Swift Mechanical & Fabrication.

8. CLAIMS AND RETURNS

8.1 Acceptance of the goods delivered shall be deemed for all purpose to have taken place at the expiration of 14 days from the date of each delivery.

No goods will be accepted for return unless agreed in writing by Swift Mechanical & Fabrication prior to such return and then only upon conditions acceptable to Swift Mechanical & Fabrication and at the customer's entire risk as to loss or damage and provided the goods are in the condition in which they were delivered. Where Swift Mechanical & Fabrication agrees to accept goods for return, a service fee of \$25.00 and/or a restocking charge of 15% of the price of goods shall be paid by the customer.

9. LIABILITY

9.1 All implied conditions, warranties and undertakings other than the warranties set out in Swift Mechanical & Fabrication's Product Warranty Information Leaflet are expressly excluded to the extent permitted by law.

9.2 Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then Swift Mechanical & Fabrication's liability is limited, at its option, to any one or more of the following:

9.2.1 the replacement or supply of the equivalent of the Goods;

9.2.2 the repair of the Goods;

9.2.3 the payment of the costs of replacing the Goods or acquiring their equivalent; or

9.2.4 the payment of the costs of having the Goods repaired.

9.3 Subject to the Customer's rights under Schedule 2 of the Competition and Consumer Act 2010 ("CCA"), Swift Mechanical & Fabrication shall not be liable for:

9.3.1 any loss or damage of any kind whatsoever, arising from the Goods, 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

9.3.2 the Customer shall indemnify Swift Mechanical & Fabrication 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 Swift Mechanical & Fabrication or otherwise, brought by any person in connection with any matter, act, omission, or error by Swift Mechanical & Fabrication, its agents or employees in connection with the Goods.

10. WARRANTY

10.1 Goods sold shall have the benefit of any warranty given by the manufacturer and will only be considered if return of the goods or any part of them is in accordance with the Swift Mechanical & Fabrication warranty policy but Swift Mechanical & Fabrication shall not be liable for any loss or damage either direct or consequently arising out of any defects arising from the use of the goods.

11. TERMINATION

11.1 If:

(a) the Customer breaches any provision of the Contract; or

(b) the Customer assigns any of its property for the benefit of creditors; or

(c) the Customer (who is not a natural person) becomes subject to any form of insolvency administration including, without limitation, the appointment of a receiver, receiver and manager, liquidator, provisional liquidator or administrator; or

(d) the Customer (who is a natural person) commits an act of bankruptcy or has appointed to him or her a trustee in bankruptcy; or

(e) any step is taken by a mortgagee to exercise its right to take possession of the property of the Customer, Swift Mechanical & Fabrication may terminate or suspend performance of the Contract or any other contract with the Customer or require payment of cash in advance of delivery and will be entitled to payment for any Goods already delivered or work in progress or Services provided under the Contract at the rate specified in the Contract or, if none is specified, at a reasonable rate.

11.2 This clause does not limit any other remedy that may be available to Swift Mechanical & Fabrication including compensation for any loss or damage suffered by it.

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12. PROPRIETARY RIGHTS

12.1 Swift Mechanical & Fabrication will retain all copyright and other proprietary rights in any Swift Mechanical & Fabrication confidential information and any Swift Mechanical & Fabrication material, including documents, drawings, certifications and instructions provided to the Customer. The Customer must not use the Swift Mechanical & Fabrication information or material or their contents for any purpose other than the purpose for which they were provided. The Customer must not disclose, transfer, transmit or otherwise make available to any third party in any manner or form, any material or their contents or any information relating to them or the Goods and Services without Swift Mechanical & Fabrication written consent.

13. JURISDICTION

13.1 These terms and conditions and all matters concerning the business relationship between Swift Mechanical & Fabrication and the Customer shall be governed by the law of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria for the conduct of any litigation.

13.2 Notwithstanding clause 13.1, at Swift Mechanical & Fabrication discretion, any dispute arising out of the Contract may be heard and determined within the jurisdiction of that State, and in the event of default in any obligation under the Contract, Swift Mechanical & Fabrication shall be at liberty to commence proceedings before any Court of competent jurisdiction in the capital city of that State or such other place as Swift Mechanical & Fabrication may so elect.

14. PRIVACY

14.1 Swift Mechanical & Fabrication 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. This policy may be located at <http://ishop.cooldrive.com.au/> A hardcopy of this policy can also be provided to the Customer free of charge, upon request.

14.1.1 The Privacy Policy sets out: the personal information Swift Mechanical & Fabrication collects; how Swift Mechanical & Fabrication collects and uses this information; how the

Customer may access or correct it; and how the Customer may make a complaint in respect of Swift Mechanical & Fabrication's management of the information;

14.2 By the Customer providing instructions to Swift Mechanical & Fabrication for the supply of Goods, the Customer is consenting to Swift Mechanical & Fabrication collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit related personal information) in accordance with the terms of Swift Mechanical & Fabrication's Privacy Policy, and in accordance with Australia's privacy laws

15. CHARGE

15.1 The Customer hereby charges in favour of Swift Mechanical & Fabrication 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, with payment of all monies owing by the Customer to Swift Mechanical & Fabrication from time to time and hereby consents to Swift Mechanical & Fabrication lodging a caveat or caveats which note Swift Mechanical & Fabrication's interest.

16. ASSIGNMENT

16.1 The Customer cannot assign these terms and conditions without the prior written consent of Swift Mechanical & Fabrication.

16.2 Swift Mechanical & Fabrication can assign these terms and conditions to a third party without the consent of the Customer.

17. MISCELLANEOUS

17.1 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Swift Mechanical & Fabrication, Swift Mechanical & Fabrication is unable to perform in whole or in part any obligation under these terms and conditions, including delay in installation, Swift Mechanical & Fabrication 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.

17.2 Failure by Swift Mechanical & Fabrication 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.

17.3 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.

17.4 The Customer will notify Swift Mechanical & Fabrication 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.

17.5 The Customer indemnifies Swift Mechanical & Fabrication from and against any loss or damage incurred by it as a result of the Customer's failure to notify Swift Mechanical & Fabrication of any change in ownership.

17.6 Any variation of the terms and conditions contained in this contract must be agreed to in writing by Swift Mechanical & Fabrication for it to have any legal effect.

17.7 Clerical errors, typing or other errors in computations, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of

Swift Mechanical & Fabrication shall be subject to correction by Swift Mechanical & Fabrication.

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

17.9 Swift Mechanical & Fabrication may amend the Conditions at any time by giving 30 days' notice, including without limitation.

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To: Swift Mechanical & Fabrication

A. The Guarantor acknowledges that (insert the Customer's name).....
(ABN.....) "the Customer") has, at the request of the Guarantor, submitted an application to be supplied credit by Swift Mechanical & Fabrication.

B. In this Guarantee and Indemnity, Swift Mechanical & Fabrication means ABN 52 668 516 149, and its subsidiaries, successors, assigns and associated companies and their servants and/or agents.

OPERATIVE PART

1 The Guarantor:-

(a) guarantees punctual payment to Swift Mechanical & Fabrication of all amounts which the Customer does now or may at any time in the future owe to Swift Mechanical & Fabrication;

(b) guarantees punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to Swift Mechanical & Fabrication;

(c) indemnifies Swift Mechanical & Fabrication against any loss it may suffer if the Customer does not meet any of its obligations.

2. This Guarantee and Indemnity creates a principal obligation from the Guarantor to Swift Mechanical & Fabrication and it is in addition to any security which Swift Mechanical & Fabrication holds from the Customer. This Guarantee and Indemnity may be enforced without Swift Mechanical & Fabrication having to take any steps against the Customer or its security.

3. This Guarantee and Indemnity is not affected by and is still enforceable:-

(a) if any amount owing to Swift Mechanical & Fabrication by the Customer is not recoverable by Swift Mechanical & Fabrication for any reason at all;

(b) if Swift Mechanical & Fabrication does not comply with any law or any agreement with the Customer;

(c) if Swift Mechanical & Fabrication grants any time, release or other concession to the Customer or the Guarantors or any one or more of the Guarantors;

(d) if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;

- (e) in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
- (f) if a payment by the Customer or by any Guarantor to Swift Mechanical & Fabrication is set aside in bankruptcy, liquidation or official management of the Customer or of any Guarantor;
- (g) if a Guarantor ceases to be director of or be involved with Swift Mechanical & Fabrication or the status or structure of the Customer changes at all;
- (h) if Swift Mechanical & Fabrication agrees to extend or increase, at any time any credit limit imposed on the Customer;
- (i) if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.

4. This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between Swift Mechanical & Fabrication and the Customer are ended, all amounts owing to Swift Mechanical & Fabrication by the Customer are paid, and all obligations of the Customer to Swift Mechanical & Fabrication are complied with in full.

5. Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:-

- (a) this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases;
- (b) any Guarantor dies; or
- (c) if one of them is unable to perform his or her other obligations under this Guarantee and Indemnity.

6. The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

7. Each Guarantor agrees that Swift Mechanical & Fabrication may seek from a credit reporting agency, a credit report containing personal information about them to assess whether to accept them as guarantors for credit applied for by the Customer to Swift Mechanical & Fabrication. The Guarantors agree that if Swift Mechanical & Fabrication approves the Customer's application for credit, this Deed remains in force until the credit facility covered by the Customer's application ceases.

8. If the Customer is a trustee of a trust, the Guarantors warrant that the Customer has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.

9. Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interest (freehold and leasehold) in real property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by Swift Mechanical & Fabrication, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Swift Mechanical & Fabrication and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by Swift Mechanical & Fabrication to be his or her other true and lawfully attorney

to execute and register such instrument. The Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the Powers of Attorney Act 1998.

10. The Guarantor shall pay all costs, including expenses, damages, commissions, interest, costs and solicitor and own client legal costs, arising under this Guarantee and Indemnity.

11. If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them.

12. "Swift Mechanical & Fabrication" and "Customer" includes their respective successors and assigns.

13. "Guarantors" includes the heirs, executors, administrators and assignees of each Guarantor.

IN WITNESS this Deed has been signed on the date set out below

Dated this day of _____ 20____	
Signed by the Guarantor _____	Signed by the Guarantor _____
Full name of Guarantor _____	Full name of Guarantor _____
In the presence of SIGNED by witness _____	In the presence of SIGNED by witness _____
Full name of witness _____	Full name of witness _____

OFFICE USE ONLY

CREDIT CHECK:

TRADE REFERENCES:

1. _____

2. _____

3. _____

APPLICATION APPROVED _____ DATE: _____ LIMIT: _____

OTHER INFORMATION
