



# Account Application

## Heat Treatment Australia ABN 53 088 212 686

32 Gay St, Coopers Plains Qld 4108  
PO Box 6186, Acacia Ridge Qld 4110  
Ph: 07 3345 4944 Fax: 07 3345 6376

**Note:**

\* All contracts entered into with Heat Treatment Australia are subject to terms and conditions as supplied with this account application.

\*\* Special heat treatment processes are required if goods are to be used in or on an aircraft or other aerial devices, and orders MUST specify if the goods that work is to be performed on will be installed in or on an aircraft or other aerial device.

REGISTERED COMPANY NAME			
Trading Name			
ABN			
Postal Address			
Delivery Address			
Telephone		Fax:	
Email Address:			
Accounts Contact		Workshop Contact	
Bank Name		BSB No. / Branch	
Account No.			

### Directors / Partner Details

NAME	
Address	
Name	
Address	
Name	
Address	

### Credit References

	NAME	PHONE NO.	FAX NO.
1			
2			
3			

CUSTOMER SIGNATURE	TITLE	DATE

**PLEASE COMPLETE THE GUARANTEE AND INDEMNITY FORM OVERLEAF AND RETURN ALL SECTIONS EXCEPT THE TERMS AND CONDITIONS.**

Office Use Only

CUSTOMER CODE:	APPROVED:	DATE:
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## GUARANTEE AND INDEMNITY

**In favour of Heat Treatment(Qld) Pty Ltd (ABN 53 088 212 686) trading as Heat Treatment Australia (“Heat Treatment”)**

**“Guarantors”:**

Name:	Name:
Address:	Address:

**“Buyer”:**

Name:	ACN:
Address:	

1. The Guarantors acknowledge that they have asked Heat Treatment, and Heat Treatment has agreed, to supply services (the “Work”) to or at the request of the Buyer on credit terms on the condition that the Guarantors give this Guarantee and Indemnity.
2. The Guarantors:
  - a) Guarantee punctual payment to Heat Treatment of all amounts which the Buyer owes or may at any time in the future owe to Heat Treatment;
  - b) Guarantee punctual and correct compliance with all obligations (other than payment obligations) which the Buyer owes now or may in the future owe to Heat Treatment;
  - c) Indemnify Heat Treatment against any loss it may suffer if the Buyer does not meet any of its obligations to Heat Treatment; and
  - d) Will pay Heat Treatment on demand any legal expenses, including costs on a full indemnity basis associated with the collection of any outstanding amounts from the Buyer, or the Guarantors under this Guarantee and Indemnity.
3. The parties agree that a certificate given by Heat Treatment of the amount of money owing by the Buyer or the Guarantors to Heat Treatment will be conclusive evidence that the amount is owing.
4. This Guarantee and Indemnity creates a principal obligation from the Guarantors to Heat Treatment and it is in addition to any security, which Heat Treatment holds from the Buyer. This Guarantee and Indemnity may be enforced without Heat Treatment having to take any steps against the Buyer or any other security, and without Heat Treatment having to serve any notice or demand on the Guarantors or the Buyer.
5. This Guarantee and Indemnity is not affected and is still enforceable:
  - a) If any amount owing to Heat Treatment from the Buyer is not recoverable from the Buyer for any reason at all;
  - b) If Heat Treatment does not comply with any law or any agreement with the Buyer;
  - c) If Heat Treatment grants any time, release or other concession to the Buyer or the Guarantors or any one or more of the Guarantors;
  - d) If one or more of the Guarantors or any other parties do not sign this Guarantee and Indemnity
  - e) In the event of death, incapacity, administration, bankruptcy or insolvency of the Buyer or of any of the Guarantors;
  - f) If a payment by the Buyer or by an Guarantor to Heat Treatment is set aside in bankruptcy, liquidation or official management of the buyer or of the Guarantor;
  - g) If a Guarantor ceases to be a director of or be involved with the Buyer or the status or structure of the Buyer changes at all;
  - h) If the Buyer owes money or obligations to a part of Heat Treatment to which it did not owe or propose to owe money or obligations at the time this Guarantee and Indemnity is entered into; or
  - i) If any other thing occurs which could otherwise limit the effect of this Guarantee and Indemnity
6. Until the Guarantors are released from their obligations under this Guarantee and Indemnity, they are not entitled to assert any rights in priority to or inconsistent with the rights of Heat Treatment
7. The Guarantee and Indemnity is a continuous Guarantee and Indemnity for unlimited amounts and is not wholly or partially discharged until the credit arrangement between Heat Treatment and the Buyer is ended, all amounts owing to Heat Treatment by the Buyer are paid, all obligations of the Buyer to Heat Treatment are complied with in full, and Heat Treatment discharges this Guarantee and Indemnity in writing.
8. Where there are two or more Guarantors their obligations are joint and several and non of them are discharged from their obligations under this Guarantee and Indemnity if:
  - a) This Guarantee and Indemnity is not enforceable against one of them or if the liability of one of them ceases;
  - b) Any Guarantor dies; or
  - c) If one of them is unable to perform his obligations under this Guarantee and Indemnity.
9. Each Guarantor charges with payment of the amounts and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by that Guarantor. Each Guarantor agrees that if demand is made upon him or her by Heat Treatment, that Guarantor will immediately sign a mortgage or other instrument of security, or consent to a caveat, as required by Heat Treatment, and if they fail to do so

within a reasonable time of being requested, that Guarantor irrevocably and by way of security appoints any credit manager of solicitor engaged by Heat Treatment to be their true and lawful attorney to sign and register those instruments.

10. In signing this Guarantee and Indemnity, the Guarantors:
  - a) Have relied on their own enquiries and opinions of the Buyer;
  - b) Accept the risk that they may not know everything about the Buyer transactions and dealings between the Buyer and Heat Treatment;
  - c) Agree that Heat Treatment does not have to tell them anything about the Buyer or those transactions or dealings; and
  - d) Agree that they have exercised their own judgement in entering this Guarantee and Indemnity, and have not relied on anything Heat Treatment or anyone with Heat Treatment may have told them about:
    - Their likely liability under this Guarantee and Indemnity;
    - Future economic trends;
    - Business prospects;
    - The Buyer;
    - The Buyer's affairs;
    - Future transactions or dealing between Heat Treatment and the Buyer; and
    - Anything else which may relate to their liability under this Guarantee and Indemnity.
11. The Guarantors acknowledge that the present transaction and financial arrangements between the Buyer and Heat Treatment can be changed without notice to them, and that they agree that their liability under this Guarantee and Indemnity will change accordingly (and may increase) in that case.
12. (a) "Buyer" includes its successors and assigns  
(b) "Guarantors" includes executors, administrators and assigns of each Guarantor.  
(c) "Heat Treatment" includes its successors and assigns.
13. The laws of Queensland govern this Guarantee and Indemnity. The parties agree to submit to the jurisdiction of the Queensland courts and agree that all matters arising under this Guarantee and Indemnity are to be tried at the court of appropriate jurisdiction at Brisbane.

**SIGNED as a Deed.**

**SIGNED, SEALED AND DELIVERED**

**By**

**In the presence of:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness' Name

Date:

**SIGNED, SEALED AND DELIVERED**

**By**

**In the presence of:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness' Name

Date: