

Please cross off the following checklist to ensure quick and accurate processing

- SIGNED PRIVACY ACT CONSENT FORM**  
Each natural person involved need to read this form and consent to its contents by signing this page.
- SIGNED & COMPLETED DIRECT DEBIT FORM**  
Your bank account details must be completed for repayments to be automatically withdrawn on the due dates. Appropriate signatories to this bank account need to sign in the signing section.
- INSERT SUPPLIER DETAILS & FINANCE QUOTE REFERENCE NUMBER**  
On top line of the Chattel Mortgage Agreement (Page 1) insert the name of your equipment supplier and also the finance quote reference number of the repayments you choose to accept
- SIGNED & COMPLETED CHATTEL MORTGAGE AGREEMENT INCLUDING:**
  - Borrower's details including entity name and ABN
  - Company directors including date of birth and drivers licence number
  - Business details including time in business
  - Directors / guarantors asset and liability position
  - Customer signing – Company directors to sign
  - Guarantor section – Company directors to sign; signatures witnessed by a third party
- PHOTO IDENTIFICATION**  
A clear copy of each signatory's licence or passport must be provided for standard identification checks
- AML / CTF Accountant Certificate (if applicable)**  
For only those customers who are a Partnership or Trust entity, please forward the AML / CTF Certificate to your accountant / solicitor for completion
- INSURANCE DETAILS**

INSURER NAME		EXPIRY DATE	
POLICY NUMBER		INSURED \$	

**Note:** If any insurance data is blank, the financier may introduce a 3<sup>rd</sup> party for the purposes of maintaining and administering insurance arrangements on your equipment

**STEP (1)** Email to [applicationprocessingsyd@dllgroup.com](mailto:applicationprocessingsyd@dllgroup.com)

**STEP (2)** Confirm approval with your supplier, then arrange settlement & delivery

**STEP (3)** After delivery, post paperwork to JCB CE Australia Financial Services - GPO Box 1540, Sydney NSW 2001

For any assistance with our documentation, call the JCB CE Australia Financial Services Sales Desk on **1800 199 164**

# PRIVACY ACT CONSENT AND ACKNOWLEDGEMENT



JCB CE Australia Financial Services • A program operated by De Lage Landen Pty Limited  
ABN 20 101 692 040 • GPO Box 1540 Sydney NSW 2001 Australia  
Phone: 1800 199 164 Fax: 02 9113 5222

**This Privacy Act Consent and Acknowledgment must be completed and signed by the Customer and each Guarantor before De Lage Landen Pty Limited considers the Customer's application for finance ("Application").**

## A. IMPORTANT INFORMATION

This Part sets out important information about how De Lage Landen Pty Limited ABN: 20 101 692 040 ("DLL") will use and disclose the information you have provided to DLL in connection with the Application. The disclosures, consents and acknowledgments in this form also apply to any other personal information DLL collects or has collected from you at any time in connection with an Application or the finance (if granted).

DLL's website ([www.dllgroup.com/au/privacy-statement](http://www.dllgroup.com/au/privacy-statement)) includes important information about credit reporting and DLL's privacy policy and credit reporting policy. They contain information on DLL's management of your personal information and credit-related personal information, how you may access or seek to correct such information held by DLL, how you may complain about a breach of the *Privacy Act 1988* (Cth), *Australian Privacy Principles* or the *Privacy (Credit Reporting) Code 2014*, how DLL will deal with your complaint and details of the credit reporting bodies to which DLL may disclose your credit information. You may request a hard copy of those information by contacting DLL.

The personal information you provide is collected by DLL for the purposes of assessing Applications, complying with DLL's obligations under any applicable legislation including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Personal Property Securities Act 2009* (Cth) and any rules and regulations made under those Acts and, if DLL accepts an Application, providing and administering the finance. DLL also collects your information for the purpose of providing you with information that may be of interest to you and about other products and services offered by DLL, its related entities or selected third party providers (in which case DLL may disclose your information to those companies). If you do not agree to DLL using your information for direct marketing purposes, please contact DLL. DLL may also disclose your personal information to: organisations to whom DLL outsources its mailing, financial processing, information technology, data storage and other functions which assist DLL in providing you with financial services (eg, DLL's valuers and solicitors); the insurers of the credit or equipment financed; State and Federal Government Authorities (eg, Office of State Revenue, ASIC); the intermediary who made the referral to DLL (DLL may pay commission from its own funds to the intermediary for making the referral); any entity for which DLL may be acting as agent; the manufacturer(s) of the financed equipment, its distributors and its authorised dealers; the persons referred to in paragraphs 1-7 below; anyone you authorise. It is not likely that DLL will disclose your personal information (including credit-related personal information) to overseas recipients or entities that do not have an Australian link.

You are required to advise any individuals named in connection with any Application that their personal data may be disclosed to us for the purposes set out above. If you do not give to DLL all of the information as required in an Application, DLL may refuse to consider the Application or be unable to administer the finance (if granted).

## B. PRIVACY ACT CONSENT AND ACKNOWLEDGMENT

In connection with any Application and subsequent finance (if granted), you agree that DLL may:

1. Give information about you to a credit reporting body to allow that credit reporting body to create or maintain a database of credit information, credit eligibility information and/or personal information containing information about you. This information may include (where applicable): identity particulars (eg, your name, address, date of birth); the fact that you have applied for credit and the amount; the fact that DLL is a credit provider to you; payments which are overdue more than 60 days and for which collection action has commenced; cheques drawn by you for more than \$100 which have been dishonoured more than once; advice that payments are no longer overdue; in specified circumstances, that in DLL's opinion you have committed a serious credit infringement; that the credit provided to you by DLL has been repaid.
2. Use the information for identity verification purposes with the Commonwealth Government's Document Verification Service, which will be subject to an information match request in relation to relevant Official Record Holder information. Information match requests, information match results and other information match data and DLL's access to and use of the Document Verification Service may involve use of third party systems and services.
3. Give to and seek from your accountant, any credit providers or any credit reporting body any information about your credit arrangements including information contained in and with an Application and any other information about your credit worthiness, credit standing, credit history or credit capacity ("Credit Arrangements Information"). You understand that this information may be used for the following purposes: to assess any Application; to assist you to avoid defaulting on your credit obligations; to notify and exchange information with other credit providers or any collection agent of DLL if you are in default; to assess your credit worthiness; to assess whether to accept you as a guarantor of credit applied for (if applicable).
4. Get reports from a credit reporting body or other business that provides information about credit worthiness to enable DLL to assess any Application, collect overdue payments and assess whether to accept you as a Guarantor (if applicable). These reports may contain: personal information about you in relation to any Application; personal credit information and commercial credit information about you in relation to any Application; information about your commercial activities or credit worthiness; other information in relation to your commercial credit activities.
5. Give Credit Arrangements Information to and obtain Credit Arrangements Information from: any of the other Customers, associated individuals and entities; any guarantor or prospective guarantor of any obligations to DLL under an Application at any time; any person who has provided, provides or is considering providing financial accommodation to you or who has taken or may take any form of security from you including other related entities of DLL and any entity for which DLL may be acting as agent; any registered trade insurer providing insurance to DLL, the persons and entities referred to in Part A; and any legal or financial adviser of a person referred to in this paragraph.
6. Request a registered trade insurer to obtain information about you from a credit reporting body to assess whether to provide trade insurance to DLL in relation to an Application.
7. Disclose, verify, use and obtain your personal information as set out in Parts A and B. You acknowledge that, if DLL accepts an Application, then this Privacy Act Consent and Acknowledgment will remain in force until the full amount owing by you to DLL, companies related to DLL or their successors or permitted assigns under any facility is repaid and all related accounts are closed.

## C. SIGNATURE

You certify that you are authorised to provide all of the information provided in connection with any and all Applications and the information is true and accurate and discloses your correct financial position, and none of you have ever been declared bankrupt or assigned your estates for the benefit of creditors. Each of you consents to the matters set out in the Privacy Act Consent and Acknowledgment above.

Signature		Signature	
Full name		Full name	
Date		Date	

**ACCOUNT INFORMATION**

Customer Name	
ACN/ABN	
Name of financial institution	
Branch	
Name of account to be debited	
BSB No (must be 6 digits)	
Account no.	

**AUTHORISATION & ACKNOWLEDGEMENT**

I/we authorise De Lage Landen Limited (User ID 229466) (“DLL”) to debit my/our account, the details of which are provided above, through the Bulk Electronic Clearing System (“BECS”) all amounts as are payable from time to time by me/us pursuant to all agreements entered into by me/us with DLL (including any rental agreements, chattel mortgage agreements, lease agreements, hire purchase agreements and bailment agreements). The BECS may not be available on all accounts.

I/We acknowledge that this Direct Debit arrangement is governed by the conditions below and the terms of the agreements entered into by me/us with DLL (“Standard Terms”).

Full name		Full name	
Capacity		Capacity	
Signature		Signature	
Date		Date	

**DIRECT DEBITS SERVICE AGREEMENT**

- Drawing mechanism.** Debits will be made through the BECS for all amounts as are payable from time to time by you pursuant to all agreements entered into with DLL (including any rental agreements, chattel mortgage agreements, lease agreements, hire purchase agreements and bailment agreements). The BECS may not be available on all accounts.
- Drawing arrangements.** Where the due date for payment is not a business day, DLL will draw from your nominated financial institution account on the previous business day. If you are uncertain as to when the debit will be processed to your account, you should inquire directly with your financial institution. If a drawing is dishonoured by your financial institution, a dishonour fee is payable and DLL reserves the right to charge interest in accordance with the Standard Terms. DLL reserves the right to cancel drawing arrangements if a drawing is dishonoured by your financial institution, and to arrange an alternate payment method.
- Altering the drawing arrangements.** DLL will give you at least 14 days of notice in writing if there are changes to the terms of the drawing arrangements. Subject to the Standard Terms, you may alter the drawing arrangements by notifying DLL in writing at least 5 working days before the draw date for any of the following:
  - stopping an individual drawing;
  - deferring a drawing;
  - suspending future drawings;
  - altering the details for direct debit; and
  - cancelling the drawings completely.
- Confidentiality.** DLL will keep information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or determining any dispute relating to a drawing.
- Your obligations.** You must ensure your nominated account can accept direct debits. Direct debiting is not available on the full range of bank accounts. If in doubt, you should refer to your financial institution. You must ensure there are sufficient clear funds available in the nominated account to meet each drawing on the due date. You must advise DLL if the nominated account is transferred or closed, or the account details change. You must ensure that all required account holders on the nominated financial institution account have signed this form. You must confirm the account details by checking a recent statement from your financial institution. If you are unsure of any of these obligations please check with your financial institution before completing this form.
- Dispute.** If you believe that there has been an error in debiting your account, you should notify DLL directly on 1800 199 164 or write to GPO Box 1540, Sydney NSW 2001. Alternatively you can contact your financial institution directly. If DLL concludes as a result of its investigations that your account has been:
  - incorrectly debited, DLL will arrange for your financial institution to adjust your account accordingly and notify you in writing of the amount by which your account has been adjusted; or
  - correctly debited, DLL will provide you with reasons and any evidence for this finding in writing.

Supplier \_\_\_\_\_ Finance Quote Reference \_\_\_\_\_

**CUSTOMER DETAILS**

Entity Type	Company	Partnership	Trust	Sole trader	Other	Existing customer?
Customer					ACN/ABN	
If trust, name of trust					Trust ABN	
Type of trust	Unit trust	Discretionary trust		Other		
Trading name						
Business address					Phone	
Postal address					Fax	
Goods address						
Contact name			Mobile			Email

**SOLE TRADER/DIRECTORS/PARTNERS/GUARANTORS** Please provide details of the sole trader / directors / partners / guarantors.

Full name	Address	Date of birth / ACN	Driver licence no.

**ULTIMATE BENEFICIAL OWNERS**

If the customer is a company, provide details of all individuals holding 25% or more shares either directly or through one or more shareholdings.

Full name	Residential address	Date of birth	Driver licence no.

**TRUSTEES** If customer is a trust, provide details of trustees.

Full name	Address	Date of birth / ACN	Driver licence no.

**ACCOUNTANT DETAILS**

Accountant name	Phone number	Email

**BUSINESS**

Principal business activity?	
How long have you been involved in your principal business activity?	
Total value of real estate assets?	\$
Total debt owing on your real estate assets?	\$
Total value of all guarantors' real estate assets?	\$
Total debt owing on all guarantors' real estate assets?	\$

# CHATTEL MORTGAGE AGREEMENT TAX INVOICE

JCB CE Australia Financial Services • A program operated by De Lage Landen Pty Limited  
 ABN 20 101 692 040 • GPO Box 1540 Sydney NSW 2001 Australia  
 Phone: 1800 199 164 Fax: 02 9113 5222

## GOODS

New	If used, provide kms / hours	Year of manufacture	Make	Model	Description	Serial number

## FINANCE, FEES AND TERMS OF PAYMENT

Selling price	\$	Interest rate	% per annum
Less deposit	\$	Balloon	\$
Less trade-in	\$	Fees payable at settlement (only if complete if the fees are <u>not</u> financed)	
Plus financed fees	\$	Document fee	(including GST of \$ ) \$
Plus payout on contract no. [ ]	\$	Other fee	(including GST of \$ ) \$
Total Loan Amount	\$	Total fees payable	(including GST of \$ ) \$

The loan term is the period of time specified as the term in the Quote, starting from (and including) the Commencement Date. The Commencement Date and all payment dates may change in accordance with the Terms and Conditions. The instalment amounts and any balloon payment amount are as detailed in the Quote.

## SPECIAL CONDITIONS

## CUSTOMER SIGNING

I acknowledge and declare that:

- execution of this Tax Invoice by De Lage Landen Pty Limited (DLL) is subject to its normal credit criteria and approval;
- before signing this Tax Invoice, I received and read a copy of the Terms and Conditions, Quote and any annexures, which together constitute this Chattel Mortgage Agreement;
- the credit (or goods) to be provided to me by DLL is to be applied (or used) wholly or predominantly for business or investment purposes (or both).  
**Important: You should not sign this declaration unless this loan is (or the goods hired are) wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the National Credit Code;**
- all of the information provided in and in connection with this Chattel Mortgage Agreement is true and accurate and discloses my correct financial position and will be relied upon by DLL to determine whether or not to accept my application for finance; and
- I have received, read and signed a copy of the Privacy Act Consent and Acknowledgement (only applicable if the Customer is a natural person).

**If the Customer is a company, then signed by its authorised officer or in accordance with section 127 of the Corporations Act 2001 (Cth).**

Name	Signature	Name	Signature
Date		Date	

## GUARANTOR SIGNING

I acknowledge and declare that:

- before signing this Tax Invoice, I received and read a copy of the Terms and Conditions, Quote and any annexures, which together constitute this Chattel Mortgage Agreement;
- by signing this Tax Invoice, I request DLL to enter the Chattel Mortgage Agreement and agree to be bound by the terms of the Guarantee and Indemnity in the Terms and Conditions, to which DLL has drawn my attention;
- DLL recommends that legal and financial advice be obtained before signing this Tax Invoice and that I am satisfied that I am fully aware of the nature of this Chattel Mortgage Agreement and of the risks associated with signing it and I am freely and voluntarily signing this Chattel Mortgage Agreement as Guarantor; and
- I have received, read and signed a copy of the Privacy Act Consent and Acknowledgement (only applicable if the Guarantor is a natural person).

**If the Guarantor is a company, then signed by its authorised officer or in accordance with section 127 of the Corporations Act 2001 (Cth).**

Name	Signature	Name	Signature
Date		Date	
Name	Signature	Name	Signature
Date		Date	
Witness Name	Signature	Witness Name	Signature

## OFFICE USE

Supplier invoice no.	Date
Contract no.	Executed for and on behalf of De Lage Landen Pty Limited

This agreement consists of these terms and conditions, the Tax Invoice and any annexures. They should be read together. In the event of inconsistency, any annexures will take precedence, followed by the Tax Invoice and finally these terms and conditions.

## Part A - The loan

### 1. What we lend

We will lend you the Loan Amount by paying the Supplier if: (a) we receive (on terms satisfactory to us): (i) all duly signed Security and related documents; (ii) evidence of any insurance we require; and (iii) any other document or information we reasonably require; and (b) you are not in default under this agreement or any Security.

### 2. Interest charges

2.1 Interest charges are calculated daily at the daily percentage rate on the Loan Account Balance for the end of that day. The daily percentage rate is the Interest Rate for that day divided by 365. Interest charges accrue daily from and including the Commencement Date.

2.2 Subject to clause 8, we debit interest charges to the Loan Account (so increasing the Loan Account Balance): (a) every month on the same day of the month as the Commencement Date; and (b) for any part of a period (including the last day of the period), on the last day of that period.

## Part B - Payments

### 3. What you must repay

3.1 You must repay to us all amounts you borrow by paying all Payments, interest charges and all relevant Costs and Taxes.

3.2 We calculate the Payments so that the Loan Account Balance is repaid during the Loan Term such that the part of each Payment which repays the Loan Amount gradually increases throughout the Loan Term but instalments are equal as long as other fees and amounts included in the Payments remain unchanged and all amounts payable under this agreement are paid on time. If the Tax Invoice indicates a balloon payment, the Loan Amount will be reduced during the Loan Term more slowly.

3.3 However, the last Payment may be different, as it equals the Loan Account Balance on the last day of the Loan Term. The final Payment will satisfy a higher proportion of the principal than any other Payments.

3.4 If you enter into a contract for service and maintenance of the Goods with a service provider (**Service Contract**), you may request us to include the usual fees for service under the Service Contract (**Service Fee**) in the Payments.

3.5 If clause 3.4 applies: (a) to the extent that the Payments do not already include the Service Fee (as increased from time to time, but excluding any additional fees or costs incurred, under the terms of the Service Contract), the Payments may be amended from time to time to include the Service Fees; (b) you direct us to remit the amount due to the service provider included in the Payments paid by you; (c) you must ensure that the Service Contract continues for the term of this agreement; and (d) you must tell us when the service provider or Service Fee changes.

3.6 Your obligation to pay Payments under clause 4.1 is not affected by the Service Contract including if you have any dispute with or claim against the service provider.

3.7 If the Service Contract ends before expiry of this agreement, we may assist you in finding a replacement service provider on request.

### 4. When and how you pay

4.1 You must pay Payments when due in full on each Payment Date. Once paid, these amounts are not refundable for any reason.

4.2 The Commencement Date and Payment Date/s specified in the Tax Invoice are estimates only. The actual Commencement Date will be the earlier of the date we lend the Loan Amount under clause 1 or the date we execute this Agreement. We will notify you of any change to Payment Date/s in an updated Tax Invoice when we send our settlement advice to you.

4.3 You must pay all amounts due under this agreement by way of direct debit.

4.4 You must pay us the Loan Account Balance on the earlier of the last Payment Date and the date it becomes due for payment under clause 14.3, 15.6 or 17.3.

### 5. Costs, Taxes and fees

5.1 When we ask you for it you must pay us: (a) all Taxes indicated in the Tax Invoice; (b) Costs related to this agreement and Security; (c) any increase in any Taxes; (d) the dishonour of any Payment (currently \$50 excluding GST); and (e) all other amounts which you must pay under this agreement.

5.2 If GST is imposed on any supply we make under this agreement, you must pay us the consideration payable for the supply and the relevant amount of GST.

5.3 We may debit any of the above amounts to your Loan Account on or after the earlier of the date we pay them or their due date.

5.4 We may change the amount of any fee or charge or change how often they are charged or impose new fees and charges, at any time.

### 6. No deductions from payments

6.1 You must not withhold nor make any deduction from any payment under this agreement for any reason including because: (a) the Goods are damaged, defective, do not operate or are not in your possession; (b) of any failure to supply any spare parts, consumables, services or maintenance in connection with the Goods; or (c) you claim to have any set-off, counterclaim or other right against us or any other Person.

6.2 If you are required to make any deduction or withholding in respect of Taxes from any payment due to us under this agreement, you must: (a) pay the deduction or withholding to the relevant government authority by the due date; (b) give us evidence to prove that the payment has been made; (c) pay us an additional amount to ensure that after the payment of the deduction or withholding (and any Tax on that additional amount), we receive a net sum (after Tax) equal to the sum we would have received if the deduction or withholding had not been made; and (d) indemnify us against any loss incurred by us due to your failure to comply with this clause.

### 7. Overdue amounts

7.1 You must pay overdue interest calculated daily on any amount which you do not pay on time for the period it is unpaid.

7.2 The interest rate to be applied under clause 7.1 is the lower of: (a) the corporate overdraft reference rate last published by the Commonwealth Bank of Australia; (b) if no such rate is published for the relevant month, the rate is to be 1% per month; and (c) such other rate as reasonably determined by us.

### 8. Non Business Day due dates

If a Payment Date or date for debiting amounts: (a) falls on a day of the month that does not exist, the relevant date will be the last Business Day of that month; or (b) is not a Business Day, the relevant date will be the preceding Business Day.

## Part C - The Goods

### 9. Goods Mortgage

9.1 This agreement is a security agreement. You grant a Security Interest in the Goods to us to secure the punctual payment of all amounts that you owe, and the performance of all your other obligations, under this agreement and any other agreement you have with us. The Security Interest attaches or otherwise takes effect immediately upon your possession of the Goods.

9.2 You warrant that: (a) you will own the Goods when the Supplier is paid; and (b) there are no existing or proposed Security Interests (except the Security Interest you grant to us under this agreement) affecting the Goods.

9.3 If you have already made payments to the Supplier for the Goods before we pay the Supplier, you warrant that you became the owner of the Goods when the Supplier was paid and we

will pay the Loan Amount to you or another party as directed by you.

9.3 If you have already made payments to the Supplier for the Goods before we pay the Supplier, you warrant that you became the owner of the Goods when the Supplier was paid and we will pay the Loan Amount to you or another party as directed by you.

### 10. Dealing with the Goods

You undertake to: (a) keep the Goods in your possession at all times; (b) not grant any Person any interest or Security Interest in the Goods or this agreement; (c) tell us promptly if the place where the Goods are used or ordinarily kept is changed from the address in the Tax Invoice; (d) obtain and maintain at all times all licences or registrations legally required in connection with the Goods; (e) ensure that any replacement part is also subject to the Security Interest you grant under this agreement; (f) protect our interest in the Goods; (g) if we ask, obtain from any Person with an interest in any premises on which the Goods are located or used a written acknowledgment of our Security Interest in the Goods on terms acceptable to us; (h) not place, or allow to be placed, any plates or marks on the Goods that are inconsistent with the Security Interest you grant under this agreement; (i) if we ask, affix a plate or sign to the Goods we approve that declares our interest in the Goods and not remove or change that plate or sign (or allow its removal or change) unless we consent; (j) not to alter any identifying marks (such as a serial number) on the Goods; (k) not, without our consent, permit any Goods to become a fixture or an accession to anything; (l) keep the Goods, free from any Security Interest (except the Security Interest you grant to us under this agreement), upon paying the purchase price to the Supplier; (m) promptly notify us if you change your address; (n) deliver the Goods to us if we are entitled to take possession of them under this agreement; and (o) get our written consent before you sell or part with possession of the Goods.

### 11. Use of the Goods

You must use the Goods: (a) only in your business operations to which an Australian Business Number has been allocated; (b) for the purpose for which they are designed; (c) in accordance with the manufacturer's and Supplier's specifications; and (d) in compliance with all laws that apply to them or their use.

### 12. Maintenance of the Goods

12.1 You must: (a) take care of the Goods and keep them in good condition; and (b) ensure that they are serviced and maintained in accordance with the manufacturer's and Supplier's specifications.

12.2 Only qualified technical/service specialists may carry out any repairs to the Goods in strict accordance with the manufacturer's specifications.

12.3 All spare parts used in connection with the Goods must be manufactured or approved by the manufacturer.

12.4 We are not responsible for providing any maintenance and/or management services to you.

### 13. Access

You must allow us or our representative at any time with reasonable notice to enter the place where the Goods are kept or used to: (a) inspect their condition; (b) check your compliance with the terms of this agreement; or (c) exercise any of our rights under this agreement.

## Part D - Loss, insurance and indemnities

### 14. Loss or damage

14.1 You must tell us if any Goods are: (a) stolen; (b) lost; (c) destroyed; (d) damaged beyond practical or economic repair; or (e) otherwise unrecoverable.

14.2 We are entitled to all amounts which any insurer or other Person pays you because any event in clause 14.1 happens. You hold on trust

for us any such amounts which you receive.

14.3 If any event in clause 14.1 happens, the Loan Account Balance (calculated as at the date of the relevant event) becomes immediately due for payment.

14.4 This agreement ends in relation to the relevant Goods when you make payment under clause 14.3.

14.5 If the Goods are damaged but not to the extent that clause 14.1(d) applies, you must promptly: (a) notify us; and (b) restore them to good condition.

## 15. Insurance

15.1 You must insure at all times: (a) for an amount which is the current replacement value of the Goods from time to time against loss or damage to the Goods caused by fire, theft or accident; and (b) against any other insurable risk which is commonly insured for property of a similar nature to the Goods including personal injury or damage to property, caused by the Goods or their use or which we reasonably require.

15.2 The insurances must: (a) be in a form and substance satisfactory to us with an insurer licensed by the Australian Prudential Regulation Authority; and (b) note our interest in the Goods.

15.3 You must not without our consent: (a) do or fail to do anything which would allow the insurer to refuse or reduce a claim; (b) vary the insurances; or (c) enforce, conduct, settle or compromise any claim in relation to the insurances.

15.4 You must give us evidence of the insurance policies and payment of premiums whenever we ask for them.

15.5 If you do not comply with clause 15.4 we may obtain insurance covering our interest in the Goods from any insurer of our choice. This insurance will not cover you against any risks. If we obtain this insurance you will pay us: (a) an amount equal to our Costs of obtaining; and (b) our fees for our services in obtaining and maintaining such insurance (**Insurance Administration Charge**). You will pay the Insurance Administration Charge in instalments allocated, at our discretion, to some or all of the remaining Payments, except you must pay any unpaid Insurance Administration Charge immediately if the Loan Account Balance becomes due for payment under clause 14.3, 15.6 or 17.3.

15.6 Insurance proceeds from any insurance claim must be at our sole discretion used to: (a) replace or repair the Goods; or (b) repay the Loan Account Balance.

## 16. Indemnities

Except to the extent caused or contributed to by our own negligence, you indemnify us against, and must pay us for, any liability, loss, Costs (reasonably incurred) and Taxes we suffer or pay arising from or incurred in connection with the Goods or this agreement including: (a) your breach of any term or condition of this agreement including failure to comply with any obligations or conditions; (b) us seizing or storing the Goods; (c) a Person being injured or killed or property being damaged, directly or indirectly, by the Goods or their use; (d) any claim by a third party for any reason being made against us in connection with the Goods or their use; (e) the Loan Account Balance becoming due and payable before the end of the Loan Term for any reason; (f) our exercise or attempt to exercise any right or remedy under this agreement; or (g) any representation or warranty you give proving to be incorrect.

## Part E - Default

17.1 The fundamental provisions of this agreement are that you must: (a) pay all money due on time and as required under any agreement you have with us or any of our Related Bodies Corporate; (b) comply with clauses 10, 12, 14 and 15; and (c) ensure that all representations and warranties you give under this agreement are true and correct.

17.2 You are in default of this agreement if: (a) you breach any fundamental provision of this agreement; (b) your conduct indicates that you no longer intend to be bound by this agreement; (c)

we believe you or another Person has acted fraudulently in connection with this agreement, any guarantee or a Security; (d) an event of default (however defined) occurs under, or you repudiate, any other loan, leasing, hiring or financing arrangement to which you are a party; (e) you are a company, the Person who at the date of this agreement Controls you ceases to Control you; (f) for any reason, without our prior consent (not to be unreasonably withheld), any company of which you are a Related Body Corporate under a Deed of Cross Guarantee entered into in accordance with ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 (whether entered into before or after you execute this agreement) ceases to guarantee your debts; (g) you become Insolvent, cease to carry on business or a material part of it, or an order is made or a resolution is passed for an arrangement with creditors for your winding up; (h) we on reasonable grounds believe that your financial circumstances have changed in a way which may have a material adverse effect on your ability to meet your obligations under this agreement or any document entered into in our favour; (i) your primary business changes substantially; (j) we believe on reasonable grounds that urgent action is necessary to protect the Goods; (k) you do not comply with any special provisions contained in the Tax Invoice or annexures; (l) when we ask for it, you do not give us information about your financial position (including any financial statements we request), the Goods and anything else you are required to tell us under this agreement; or (m) we believe on reasonable grounds that you disposed of any Goods, without our consent, or that you intend to do so.

17.3 If you: (a) are in default, we may give you a notice stating that you are in default; and (b) do not, or cannot, correct the default within any grace period given in the notice or required by law (or if you are in default again for a similar reason at the end of that period), then at the end of that period and without further notice to you, the Loan Account Balance becomes immediately due for payment (to the extent it is not already due for payment).

17.4 In enforcing any Security Interest granted under this agreement, we may do one or more of the following in such order and at such times as we at our absolute discretion determine: (a) sue you for the Loan Account Balance; (b) take possession of the Goods; (c) remove personal possessions from the Goods and dispose of them; (d) do anything an owner of the Goods could do, including selling or leasing the Goods on terms we choose; (e) enforce any Security; (f) do anything else the law allows us to do as a secured party; (g) enter any place we believe the Goods are held, in order to do any of the above; (h) give valid discharges for purchase money or other consideration relating to the disposal of the Goods; (i) execute any transfer or other document we consider useful in exercising our rights under this agreement; or (j) appoint a receiver to do any of the above.

17.5 You agree that if we sell or otherwise dispose of the Goods you will not: (a) challenge the acquirer's right to acquire the Goods; or (b) seek to reclaim the Goods.

## Part F - What you acknowledge

### 18. About this agreement

18.1 You acknowledge that: (a) you have not relied on our skill or judgment in entering into this agreement; (b) we are entitled to complete blanks and correct any clerical errors in the Tax Invoice; (c) we have made no representation in relation to the tax treatment of any payments under this agreement; and (d) we may pay commission, fees or other remuneration to any broker, agent, dealer or other Person who introduces you to us or us to you, or who offers services (including any insurance arrangements) in connection with this agreement. Whether we pay an amount to such Person or not, they are not our agent and we are not liable for any of their actions or omissions.

18.2 You agree that: (a) we may enter into this

agreement as principal or agent; (b) we may transfer or assign our rights in the Goods or under this agreement without your consent; and (c) you may not transfer or assign your rights in the Goods or under this agreement without our prior written consent.

## 19. About warranties and legal rights

19.1 You warrant that: (a) you will not breach any law or obligation to any Person in entering, and you have obtained all necessary authorisations to enter, into this agreement or any transaction under it or perform obligations under it; (b) your obligations under this agreement are valid, binding and enforceable against you; (c) you benefit by entering into this agreement and any transaction under it; (d) you will do everything we ask to bind you or protect our rights or remedies under this agreement; (e) all information you give or is given on your behalf to us is correct and not misleading; (f) you have not withheld any information that might have caused us not to enter into this agreement; (g) you are not and have never been Insolvent; (h) you have power to carry on your business; (i) there is no pending or threatened court or other proceeding in which a decision against you would affect your ability to comply with your obligations under this agreement; (j) unless you have told us otherwise, you do not enter into this agreement as trustee of any trust; (k) to the full extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this agreement are excluded; and (l) we are not liable for any injury to or the death of any person or loss or damage to property arising from the possession or use of the Goods.

19.2 We may, without notifying you: (a) debit any account you hold with us any amount payable by you under this agreement; (b) set off any amount payable by us to you against any amount payable by you or any of your Related Bodies Corporate to us or any of our Related Bodies Corporate on any account; and (c) do anything which you should have done under this agreement but which we consider you have not done or have not done properly.

19.3 You acknowledge that: (a) we may exercise a right, remedy or power in any way we consider appropriate; (b) if we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later; (c) we are not liable for any loss caused by the exercise, attempt or failure to exercise, or delay in exercising, a right, remedy or power; (d) our rights, remedies and powers under this agreement are in addition to any other rights, remedies and powers at law; (e) we are not liable to you for any indirect or consequential loss; (f) under law, a trustee in bankruptcy or liquidator may ask us to repay any amount we receive in connection with this agreement. If we repay any amount, we may treat the amount as if it had not been made by you; (g) we may apply any amount we receive towards meeting any part we choose of the amounts you owe us; (h) any present or future law that varies your obligations under this agreement is excluded to the extent allowed by law if it affects our rights or remedies adversely; and (i) the content in any notice which we give you regarding any matter under this agreement is prima facie accurate, unless you prove it to be false.

## 20. If you are a trustee

20.1 If you are a trustee, you warrant that: (a) you have the power to enter into and bind all trustees and the trust under this agreement; (b) you have the right to be indemnified out of the trust for your obligations under this agreement; (c) no action has been taken or proposed to remove you as trustee of the trust or terminate the trust; (d) any trust deed or other document that you give us is true, complete and current; (e) you have complied with the trust deed; and (f) unless otherwise expressly stated, you enter into this agreement in your own right and as trustee and you are jointly and severally liable under this agreement in both capacities.

20.2 As trustee, you: (a) agree to do everything necessary to bind yourself and your successors

under this agreement; (b) must ensure that, without our consent: (i) you will not retire, cease to act or be removed; (ii) the trust is not terminated; (iii) the trust deed is not changed; and (iv) the trust fund is not mixed with other property; and (c) indemnify us against any liability, loss, Costs and Taxes incurred in connection with your failure to comply with any of your obligations under this agreement or any statement in clause 20.1 being inaccurate.

## Part G - General provisions

21.1 A party may give any notice in writing by: (a) post; (b) facsimile; (c) email; or (d) delivery, to the party's last known address or registered office.

21.2 A notice is taken to be delivered if it is: (a) delivered in person, at the time of delivery; (b) sent by post, on the third Business Day after posting; (c) sent electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

21.3 Subject to clause 21.4, a term of this agreement, or a right created under it, may only be waived or varied in writing signed by the party or parties to be bound.

21.4 Prior to the Commencement Date, any one of your directors or authorised persons acting on your behalf may request any amendment or replacement of the Quote (even if this occurs after the Tax Invoice has been signed). If we consent, we will amend the Tax Invoice to reflect the amended Quote.

21.5 This agreement contains all the terms and conditions between you and us and replaces any prior agreement, representation or warranty about its subject matter.

21.6 This agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

## Part H - Personal Property Securities Law

22.1 To the extent: (a) the PPS Law adversely affects our Security Interest under this agreement the PPS Law is excluded to the extent the PPS Law allows; and (b) we are able to improve our Security Interest under this agreement we may take any step we reasonably consider necessary to perfect, protect, enforce or improve that Security Interest. You undertake to provide such assistance as we may request in writing to allow us to do so.

22.2 If any Goods are or become Serial Numbered Property, you: (a) declare that you have provided or will at our request provide us with the complete and correct serial numbers to allow us to make an effective registration against those Goods under the PPS Law with the priority we require; (b) acknowledge that we are relying on the above declaration and if it is no longer correct at any time, you must immediately tell us and compensate us for any resulting loss; (c) must, if a serial number has not yet been allocated to the Goods, notify us immediately when it is allocated; and (d) must not change or remove or allow the removal or change of any serial number.

22.3 You acknowledge that we need not comply with any provision of the PPSA that the parties may contract out of (including those under Chapter 4 of the PPSA) in relation to the Goods or our Security Interest under this agreement.

22.4 Subject to clause 22.1(b), you and we agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances sections 275(7)(b) to (e) of the PPSA requires. You agree that you will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if we approve.

22.5 We are not obliged to give any notice or copies of documents under the PPS Law (including notice of any verification statement) unless the obligation to give such notice or document cannot be excluded.

22.6 If you part with possession, or otherwise deal, with the Goods (including by granting any other Security Interest in them), you acknowledge that: (a) we have not authorised the dealing or agreed that the dealing extinguishes the Security

Interest you grant under this agreement; and (b) the Security Interest continues in the Goods and any proceeds arising from the dealing with the Goods.

## Part I - Guarantee and indemnity

23. The provisions in this Part are known as the **Guarantee and Indemnity** and only apply if a Person has signed this agreement as Guarantor.

## 24. The Guarantor's obligations

By signing this agreement, the Guarantor acknowledges that: (a) it could become liable to pay us on demand; (b) we enter into this agreement in reliance on the Guarantee and Indemnity; and (c) it is responsible for making itself aware of your financial position and any other Person who guarantees your obligations under this agreement.

## 25. Guarantee

25.1 The Guarantor unconditionally and irrevocably guarantees that you will: (a) pay us when due all amounts which are or may become payable by you to us; and (b) duly and punctually perform all of your other obligations, under this agreement. This guarantee continues until all amounts and obligations have been paid and performed in full.

25.2 If we ask, the Guarantor must pay us any amount which you do not pay us when it is due.

## 26. Indemnity

Except to the extent caused or contributed to by our own negligence, the Guarantor indemnifies us against, and must pay us for, any liability, loss, Costs (reasonably incurred) and Taxes we suffer or pay: (a) in connection with our exercise or attempted exercise of any right or remedy under the Guarantee and Indemnity; (b) if you do not, are not obliged to or are unable to, pay us or perform any obligation, under this agreement; (c) if the Guarantor is not obliged to pay us an amount under clause 25; or (d) if we are obliged or we agree to pay an amount to a trustee in bankruptcy or liquidator in connection with a Guarantor's payment.

## 27. Costs and Taxes

The Guarantor must: (a) do anything under the Guarantee and Indemnity at its Cost; and (b) pay us for all Taxes payable in connection with the Guarantee and Indemnity.

## 28. Our rights are protected

28.1 Our rights and the Guarantor's obligations under the Guarantee and Indemnity are not affected by any act or omission by us or anything else that might otherwise affect them under law.

28.2 The Guarantee and Indemnity does not merge with or adversely affect any: (a) other guarantee, Security, right or remedy to which we are entitled at any time; or (b) judgment or order which we obtain in respect of an amount payable under the Guarantee and Indemnity, and we can exercise our rights under any of the above at our discretion.

28.3 We may claim against the Guarantor under the Guarantee and Indemnity before we enforce any of our rights: (a) against you or another Person; or (b) under another guarantee or Security.

## 29. Guarantor's rights are suspended

As long as any amount payable under this agreement remains unpaid, the Guarantor may not, without our consent: (a) reduce its liability under the Guarantee and Indemnity by claiming that it, you or any Person has a right of set-off or counterclaim against us; (b) exercise any legal right to claim to be entitled to the benefit of another guarantee or Security given in connection with any amount payable under this agreement or the Guarantee and Indemnity; (c) claim an amount from you or another Guarantor of your obligations under a right of indemnity; or (d) claim an amount in the Insolvency of you or another Guarantor relating to your obligations under this agreement.

## 30. Other clauses apply to the Guarantor

Each reference to "you" in the following clauses is also taken to be a reference, and applies equally, to the Guarantor under the Guarantee and Indemnity: 7, 17.2, 18, 19 and 20.

## Part J - Definitions and interpretation

### 31. Definitions

**Business Day** means any day (other than a Saturday or a Sunday) we are open for business in the place where we sign this agreement.

**Commencement Date** means the commencement date specified in the Tax Invoice.

**Control** has the meaning set out in section 50AA of the Corporations Act 2001 (Cth).

**Costs** means any fees, charges, expenses (including in connection with advisers), fines and penalties and legal fees and expenses (on a full indemnity basis).

**Goods** means the goods listed in the Tax Invoice including: (a) any replacement, accessory or addition fitted at any time; and (b) any rights in connection with them.

**GST** means any goods and services tax imposed in Australia.

**Insolvent** means bankrupt, insolvent or insolvent under administration (each as defined in the Corporations Act 2001 (Cth)), in receivership, in receivership and management, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition or protected from any creditors under any statute.

**Interest Rate** is the rate of interest stated in the Tax Invoice fixed for the whole Loan Term.

**Loan Account** means the account we establish to record all transactions in connection with this agreement.

**Loan Account Balance** means the difference between all amounts credited to the Loan Account and all amounts you owe under this agreement at the end of a day.

**Loan Amount** is the Total Loan Amount stated in the Tax Invoice.

**Loan Term** means the Term stated in the Tax Invoice.

**Payment Date** means the first date that Payments are due and each subsequent date calculated by applying the intervals stated in the Tax Invoice.

**Payments** means the Gross Instalments and any balloon payment stated in the Tax Invoice.

**Person** includes a firm, partnership, committee and incorporated and unincorporated bodies.

**PPS Law** means each of the PPSA and the PPS Regulations, and any related amendment made at any time to any other legislation.

**PPS Regulations** means the Personal Property Securities Regulations 2010 (Cth).

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Quote** means the finance quote identified by the finance quote number referred to in the Tax Invoice.

**Related Body Corporate** has the meaning given in the Corporations Act 2001 (Cth).

**Security** means: (a) the Security Interest granted under this agreement; (b) any guarantee given to us in connection with this agreement; and (c) anything in substitute of or additional to those stated in paragraph (a) or (b).

**Security Interest** means a security interest under the PPSA and any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

**Serial Numbered Property** means any personal property which (under the PPS Law) may or must be described by serial number in a registration.

**Supplier** means the Person from whom the Goods are purchased.

**Tax** means taxes, levies, imposts, deductions, charges, withholdings, GST and stamp and other duties imposed by any authority.

**Tax Invoice** means the document signed by you together with the Quote. In the event of inconsistency, the Quote prevails.

**we, our and us** refers to the party set out in the header of these terms and conditions.

**you and your** refers to the Customer named in the Tax Invoice.

### 32. Interpretation

32.1 In this agreement, a reference to: (a) **including** and similar expressions indicate what is included without limiting what else might be included; (b) a document includes any variation or

replacement of it; (c) any law includes any consolidations, amendments, re-enactments or replacements of any of them at any time; (d) any thing includes the whole and each part of it; (e) the singular includes the plural and vice versa; (f) any party includes its permitted successors and assigns; and (g) unless the context requires otherwise, all relevant terms have their meaning under the PPS Law.

32.2 If a party to this agreement consists of more than one person, or a term is used to refer to more than one party, an obligation of those persons is joint and several and a right of those persons is held by each of them severally.

32.3 Each indemnity under this agreement: (a) is a continuing obligation, separate and independent from all other obligations; and (b) continues after this agreement ends. It is not necessary for us to incur expense or make payment before we enforce a right of indemnity.

**As accountant / solicitor for the entity below, I provide the following information / verification to enable De Lage Landen Pty Limited to comply with its Anti-Money Laundering / Counter-Terrorism Financing (AML / CTF) obligations.**

**ENTITY DETAILS**

Full legal name of entity				
Full business name (if any) of the entity				
Country in which the entity was established				
Any unique identifying number of the entity				
Type	Trust	Partnership	Incorporated association	Other:

**IF THE ENTITY IS A TRUST**

Type	Discretionary	Unit	Charitable
Full name of settlor	(Only if the settlement sum is greater than \$10,000)		

Full name of each beneficiary or class of beneficiary


**Details of the appointor**

Full name	
Date of birth	
Residential address	

**DETAILS OF EACH TRUSTEE / PARTNER / OFFICEHOLDER OF THE ENTITY**

Capacity	Full name	Date of birth	Residential address (PO Box not acceptable)
Trustee / Partner / Chairperson (or equivalent)			
Trustee / Partner / President (or equivalent)			
Trustee / Partner / Secretary (or equivalent)			
Trustee / Partner / Treasurer (or equivalent)			

I confirm the above information is true, correct and accurate as at the date of this certificate.

Name					<b><u>Signature</u></b>
Qualification	CPA	CA	IPA	Solicitor	
Address					
Date					

Please send the completed form to GPO Box 1540 Sydney NSW 2001 Australia or email [applicationprocessingsyd@dllgroup.com](mailto:applicationprocessingsyd@dllgroup.com)