



**APPLICATION FOR COMMERCIAL CREDIT**  
**HONEYWELL LIMITED (ACN 000 646 882) trading as 'Honeywell Security & Fire' ("HSF")**  
Australia

This Account Application shall be in respect of Honeywell Limited (ACN 000 646 882) t/a Honeywell Security & Fire and its associated and subsidiary Companies all of which are referred to as "HSF"

Name of Applicant(s) ..... (ACN.....)

Trading name/Business Name (if any)..... Business Name Registration No: (if any) .....

Structure: (Please tick)      **Public Company**       **Proprietary Company**       **Partnership**       **Sole Trader**       **Trust**

Date Business Commenced ..... / ..... / ..... Australian Business No. ....

Nature of Business/Main Business Activity ..... Number of Employees .....

Postal Address ..... Postcode .....

Business Address..... Owned  Buying  Renting   
..... (Post Code) .....

Telephone Number (    ) ..... After Hours (    ) .....

Business Facsimile (    ] ..... Mobile phone .....

Landlord/Agent's Telephone Number (    ) .....

Name if less than 12 months – Previous Address ..... (Post Code) .....

WEB Address: ..... email address .....

Contacts - Booking Officer/Authorised Officer ..... Accounts Payable Officer .....

Has Applicant or any associated company or person traded with HSF in the past? .....

YES       NO

(If Yes) under what name?.....

Details of: (Please tick) **Directors**     **Partners**     **Sole Trader**     **Trust**

1. Name in Full ..... Date of Birth.....  
Position/Occupation..... Licence No.....  
Residential Address..... Owned     Buying     Renting   
..... Postcode .....

2. Name in Full ..... Date of Birth.....  
Position/Occupation..... Licence No.....  
Residential Address..... Owned     Buying     Renting   
..... Postcode .....

3. Name in Full ..... Date of Birth.....  
Position/Occupation..... Licence No.....  
Residential Address..... Owned     Buying     Renting   
..... Postcode .....

Bank ..... Branch ..... Account No .....

Name/Title of Account..... Contact Name..... Tel No. [    ] .....

Overdraft facility details .....

Accountant/Auditor ..... Telephone Number (    ) .....

## Trade References (Major Suppliers)

1 ..... Telephone No.(.....) ..... Account No .....

2 ..... Telephone No.(.....) ..... Account No .....

3 ..... Telephone No.(.....) ..... Account No .....

4 ..... Telephone No.(.....) ..... Account No .....

Anticipated Monthly Purchases .....

Does the applicant trade as a Trading Trust? (If yes please provide a copy of the trust deed)

YES

NO

Please specify type of Trust:

Discretionary

Unit

Within the last 3 years has any Proprietor, Director, or Manager of the Applicant Customer been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

YES

NO

If Yes, please give details .....

**The Applicant acknowledges that he/she has received a copy of the Terms and Conditions prior to his/her signing this application.**

**The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of The Terms and Conditions and:-**

- a) He/She/They have authority to sign on behalf of and to bind the Applicant;
- b) The information provided is true and correct in every detail;
- c) He/She/They agree(s) to provide such updated and regular financial and trading information as HSF may reasonably require from time to time;
- d) He/She/They irrevocably grant permission to HSF before, during or after the provision of credit to give and receive information about the Applicant to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise.  
This information may concern the Applicant's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Applicant and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the *Privacy Act 1988* or otherwise.
- e) He/She/They hereby indemnify(ies) HSF in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant.

Signed on behalf of the Applicant by

**PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED**

X.....  
Signature (Authorised person)

.....  
Print Name and Title (Authorised person)

Date:...../...../.....

X.....  
Signature (Witness)

.....  
Print Name and Title (Witness)

Date:...../...../.....

## HSF USE ONLY

Sales comment in support:

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Account, terms or other commercial arrangements – details:

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Sales Area \_\_\_\_\_ Representative \_\_\_\_\_

INDUSTRY \_\_\_\_\_

Endorsed by Representative \_\_\_\_\_

DATE \_\_\_\_\_

Recommended by Sales Manager \_\_\_\_\_

DATE \_\_\_\_\_

Approved by National Credit Manager/General Manager \_\_\_\_\_

DATE \_\_\_\_\_

**Privacy Notice:** We collect your personal information so that we can assess your credit application and (if required) for the purposes of registration of any security interest under the PPSA (defined in clause 7 of the Terms and Conditions). We will be unable to assess your application or provide you with access to credit without all or part of the personal and other information we required. In order to assess your information for credit and for the purposes of any registration under the PPSA, you hereby consent to your personal information being disclosed to third parties. This may include disclosure on the Personal Property Security Register, to credit reporting agencies (eg Veda Advantage), companies who provide commercial credit references (eg Dunn & Bradstreet), people you authorise us to contact in connection with this application, mercantile agencies and other companies who provide outsourced services to us. Subject to certain exceptions allowed by law, you may request access to your personal information while it is stored by us. We will give you reasons where we deny access.

HONEYWELL LIMITED (ACN 000 646 882) trading as 'Honeywell Security & Fire'  
TERMS AND CONDITIONS OF SALE

Australia

The following terms and conditions apply where Honeywell Limited (ACN 000 646 882) t/a Honeywell Security & Fire ("HSF") supplies goods or services to a customer ("Customer").

**1. Definitions**

For the purpose of these Conditions and unless the context otherwise requires:

**"Australian Consumer Law"** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as supplemented or amended.

**"Conditions"** means these Terms and Conditions of Sale.

**"Contract"** means the contract formed in accordance with clause 2.1, consisting of HSF's proposal (if any), the relevant invoice and these Conditions and where applicable, Special Conditions of Subcontract relating to the Code and Guidelines.

**"Equipment"** means equipment manufactured by HSF or its affiliates.

**"Errors"** means the failure of Goods to perform a function as described in the HSF proposal, the HSF functional specification for those Goods, the appropriate HSF user manual or HSF product literature as the case may be.

**"Goods"** means Equipment or Software.

**"GST"** means the tax imposed by the *A New Tax System (Goods & Services) Act 1999* (Cth) and related imposition Acts of the Commonwealth.

**"Index"** means the average weekly earnings measure (as per ABS No. 6302, Series No. A594406R [or such other ABS reference as may be substituted for the measure]) or in the event that this Index is discontinued, the Australian Bureau of Statistics index that most reflects the Index's constituents.

**"Loss or Damage"** includes all types of property, pecuniary or other loss or damage, including consequential loss or damage and loss of profits.

**"Non-HSF Goods or Services"** means equipment, documentation, product literature, labour, knowledge, service or computer programs in machine readable form that is supplied, manufactured, installed or provided by a person other than HSF.

**"Person"** includes a corporation.

**"Services"** means HSF labour or service.

**"Software"** means computer programs developed by HSF or its affiliates in the form of machine readable instructions and any documentation or product literature relating to those computer programs.

**"System"** may include HSF equipment and software and Non-HSF Goods or Services.

**2. Contract Formation**

2.1 Subject to clause 2.3, a binding agreement will form between the parties:

- (a) if these Conditions form part of a proposal to Customer, on receipt by HSF of Customer's unconditional acceptance of the proposal, evidenced by Customer's purchase order whether or not the proposal is referenced; or
- (b) otherwise, on HSF's written acceptance of Customer's purchase order; and the Contract will constitute the entire contract between the parties in connection with the sale of Goods and Services.

2.2 Any proposal incorporating these Conditions:

- (a) will not be valid after 30 days of its date, unless otherwise agreed by HSF; and
- (b) may be varied or withdrawn by HSF at any time prior to unconditional acceptance by Customer.

2.3 No modifications or variation of the Contract (including any statement by Customer that Customer's terms will apply) shall bind HSF unless expressly agreed to in writing by an authorised representative of HSF. HSF will not be deemed to have waived these Conditions if it fails to object to provisions submitted by Customer.

2.4 These Conditions will prevail in relation to the supply of Goods and Services to the extent of any inconsistency between these Conditions and any other documentation agreed by HSF under clause 2.3.

**3. Express Warranty**

3.1 Subject to these Conditions, HSF hereby expressly warrants that:

- (a) Goods manufactured by HSF in its Baulkham Hills, New South Wales facility shall be free from Errors for thirty six (36) months from date of supply or installation (whichever is the earlier) of the Goods (the Goods Warranty Period). Any Non-HSF Goods sold by HSF, but not manufactured by HSF, will be provided with the same warranty as provided by the original manufacturer; and
- (b) Services performed by HSF shall be free from Errors for twelve (12) months from the date of performance of the Services (Services Warranty Period).

3.2 HSF will if any Errors occur in Goods, during the Goods Warranty Period, at its election, either:

- (a) in the case of Equipment,
  - (i) replace the Equipment or supply equivalent equipment FOB at HSF's facility; or
  - (ii) repair the Equipment; or
  - (iii) pay the cost of replacing the Equipment; and
- (b) in the case of Software,
  - (i) repair, modify or make good the Software; or
  - (ii) make available to Customer instructions to enable Customer to repair, modify or make good the Software; or

3.3 Subject to these Conditions, and only in relation to any Services provided by HSF to a Customer who is not a consumer as defined by the Australian Consumer Law, HSF hereby expressly warrants that for three (3) months from date of provision, the Services shall be free from Errors. HSF will if any Errors occur in Services, during the Services Warranty Period, at its election, either:

- (a) supply the Services again; or
  - (b) pay the cost of having the Services supplied again.
- 3.4 Clauses 3.1, 3.2 and 3.3 will not apply to Errors attributable to:
- (a) Non-HSF Goods or Services;
  - (b) any modification or repair of Goods unless made by HSF or with HSF's prior written approval;
  - (c) negligent use, abuse or misuse of Goods;
  - (d) the use of Goods under environmental, power or operating conditions beyond the limits or constraints specified by HSF;
  - (e) the installation or wiring of any Goods other than in accordance with HSF's instructions;
  - (f) the use of any Goods with any Non-HSF Goods or Services; or
  - (g) wear or burn-out resulting from usage of goods of a kind inherently susceptible to burn-out.

3.5 HSF authorises Customer to pass on the express warranties contained in clauses 3.2(a) and (b) (as applicable) to end users who purchase Goods from Customer, provided that:

- (a) Customer is not authorised to, and must not purport to, pass on to such end-users any warranty rights greater than, or different to, those granted by HSF in clause 3.2(a) or (b) (as relevant); and
- (b) if Customer wishes to pass on the warranty rights granted in clause 3.2(a) or (b) in writing, Customer must provide HSF with a copy of the document which it proposes to use for this purpose for review and written approval by HSF before such document is provided to the end-user.

3.6 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable Loss or Damage. Customer is also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

3.7 This clause 3 states HSF's total responsibility and liability, and Customer's sole remedy in respect of the Goods and Services. In no event will HSF be liable for any incidental, consequential, special, or indirect damages, even if informed of the possibility of such damages and notwithstanding the failure of the essential purpose of any limited remedy. No extension of this warranty will be binding upon HSF unless set forth in writing and signed by HSF's authorised representative.

**4. Limitation of Liability**

4.1 To the full extent permitted by law and subject to clauses 3.1, 3.2 and 4.2:

- (a) HSF makes no warranty and will not be liable for any breach of statutory obligation or implied condition or warranty in respect of Goods and Services or the materials used, Systems or results of any process with which the Goods and Services are used or integrated;
- (b) HSF shall under no circumstances be liable in any way whatsoever to Customer for any Loss or Damage sustained or incurred by Customer or any other party arising directly or indirectly out of the supply of Goods or Services by HSF, the use or performance of Goods or Services in isolation or as part of a System, any breach by HSF of the Contract, or negligence of HSF. HSF's liability to the Customer, if any, in contract, tort or otherwise will be reduced to the extent the Customer contributed to the Loss or Damage;
- (c) HSF does not make any representations or give any warranty as to the overall performance of any System or the results of any process with which the Goods or Services are used or integrated; and
- (d) the express warranties in clauses 3.1 and 3.2 is in substitution for all other terms, conditions, warranties and representations, implied by

statute or otherwise, and all other terms, conditions, warranties and representations are excluded.

- 4.2 Where the Australian Consumer Law imposes statutory consumer guarantees in respect of Services provided by HSF to the Customer, and the Services are of a kind not ordinarily acquired for personal, domestic or household use or consumption, then the Customer's remedies for breach of any such statutory consumer guarantee shall be limited to, at HSF's election:
- re-supply of the Services; or
  - payment of the cost of having the Services supplied again.
- 4.3 This clause 4 will survive termination or completion of the Contract.

## 5. Price and Terms of Payment

- 5.1 Unless stated otherwise in writing, all prices quoted by HSF, are exclusive of all taxes, (including any GST), duties, levies and any other government charges, and where applicable shall be added to the price payable by the Customer to HSF. When GST is payable by HSF in respect of a taxable supply made by HSF to the Customer, the Customer shall pay HSF, in addition to the GST-exclusive price, the amount on account of GST shown in the tax invoice rendered by HSF.
- 5.2 Unless stated otherwise in writing, all prices quoted by HSF, are based on the factory or supplier price list as held by HSF at date of proposal and also on rates of duty and primary wages and salaries, freight insurance and exchange rates prevailing at the date of the proposal. Any increase in price resulting from variation in any of these factors shall be payable by Customer. All prices are quoted based on HSF's terms and conditions; to the extent Customer's terms and conditions are deemed to apply, HSF reserves the right to modify all prices according to the additional level of risk and responsibility that Customer's terms and conditions require HSF to undertake. Additionally, thirty (30) days prior to the expiry of the first term of this Contract or such other time as nominated by HSF and every anniversary thereafter, HSF may give to the Customer notice in writing that the price of the Goods or Services shall increase. In the absence of such notice, prices quoted by HSF shall increase in accordance with the Index or by 5%, whichever is the greater.
- 5.3 HSF reserves the right to raise and be paid for progress claim invoices on the Customer. Progress claim invoices may be raised upon the supply of Equipment Services or Software to Customer or to some other place agreed or upon the completion of agreed benchmarks or other measure as agreed between Customer and HSF.
- where HSF has Goods ready for supply in accordance with a delivery schedule agreed between HSF and Customer, but Customer is not able to adhere to that delivery schedule, then HSF may invoice Customer in accordance with that delivery schedule. In the absence of an agreed delivery schedule, the current HSF delivery schedule, as provided to Customer, shall be deemed to be the delivery schedule.
  - Goods paid for by Customer under sub-clause 5.3 will be held for Customer under HSF's custody, care and control and will be insured by HSF for fire and burglary at replacement value.
- 5.4 Except as otherwise agreed, invoices will be raised by HSF upon the supply of Equipment, Services or Software.
- 5.5 Subject to approval of Customer's credit by HSF, all charges shall be due and payable and paid by Customer to HSF within thirty (30) days from date of invoice. Where HSF has not approved Customer's credit, all charges shall be due and payable and paid by the Customer to HSF upon delivery of Goods or Services.
- 5.6 All payments shall be in Australian legal currency.
- 5.7 Any moneys for which an account or invoice has been furnished to Customer, and which remain unpaid for ninety (90) days after the due date for payment shall, at HSF's option, bear interest as from the date upon which payment is due at the prevailing commercial overdraft rate of HSF's then current bank.

## 6. Risk and Title

- 6.1 Property and ownership in Equipment will not pass to the Customer but will remain in HSF until the purchase price of the Equipment has been paid in full.
- 6.2 Until property in the Equipment passes to the Customer:
- the Customer shall hold the Equipment as fiduciary bailee and agent for HSF;
  - unless otherwise notified in writing, the Customer is authorised to sell or use the Equipment in the ordinary course of business;
  - after giving 48 hours notice to the Customer, HSF shall be entitled to enter the Customer's premises between 9am and 5pm to inspect the Equipment;
  - the Equipment shall be stored separately and in a manner to enable them to be identified and cross-referenced to particular invoices;
  - if the Customer sells or uses the Equipment in a manufacturing or value added process of its own or a third party, then the Customer shall hold such part of the proceeds of the sale, manufacturing or value added

process as relates to the Equipment in trust for HSF. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to HSF for these Equipment at the time.

- 6.3 If the Customer:
- fails to make payments for the Equipment on the due date; or
  - commences to be wound up or is placed under official management or suffers a receiver or manager to be appointed or becomes insolvent or bankrupt or commits an act of bankruptcy,
- the Customer will deliver the Equipment to HSF upon demand. In the event the Customer does not comply with a demand within 48 hours of receipt, HSF shall be entitled to enter upon the Customer's premises at any time to do all things necessary in order to take possession of the Equipment. The Customer will also pay on demand all costs associated with the exercise of HSF's rights under this clause.

## 7. Retention of Title and PPSA

- 7.1 Title
- All Goods supplied in accordance with the terms of this Contract or any other agreement between HSF and the Customer remain HSF's property until the Customer has paid in full all moneys that the Customer owes to HSF from time to time.
  - If the Customer purchases Goods for re-supply, then the Customer may sell the Goods in the ordinary course of business but must hold all proceeds from any such sale in trust for HSF.
- 7.2 Registration of security interest
- For supplies made in Australia, terms in this clause 7.2 that are defined by the *Personal Property Securities Act 2009* (PPSA (Australia)) have the same meaning in this clause.
  - For supplies made in New Zealand, terms in this clause 7.2 that are defined by the *Personal Property Securities Act 1999* (PPSA (NZ)) have the same meaning in this clause.
  - The Customer agrees and acknowledges that:
    - for the purposes of the PPSA, HSF has a security interest in the Goods and in all proceeds from disposal of the Goods; and
    - HSF may register its security interest under this clause 7.2 including as a purchase money security interest.

## 7.3 Undertakings

- The Customer agrees:
  - to the maximum extent permitted by law, to waive any right to receive a verification statement under the PPSA in respect of the security interest under this clause 7;
  - to do all things HSF considers necessary or desirable to ensure that HSF's security interest in the Goods is enforceable, continuously perfected and afforded the highest priority position available to HSF;
  - to indemnify, and on demand reimburse HSF for all expenses incurred in registering a financing statement or financing change statement on the Personal Properties Securities Register or releasing any Goods the subject of the security interest; and
  - to give HSF ten (10) Business Days' prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to changes in the Customer's address, facsimile number, email address, or business practice) and immediately advise HSF of any material change in the Customer's business practices of selling or using any of HSF's products subject to the security interest which would result in a change in the end products produced or the nature of proceeds derived from such sales.

## 7.4 Confidentiality

The parties agree neither party will disclose any information of the kind mentioned in section 275(1) of the PPSA (Australia) or section 177 of the PPSA (NZ), unless the Customer or HSF are otherwise required to disclose such information under the PPSA Australia or PPSA NZ (as applicable).

## 8. Delay

- 8.1 It is contemplated that any Goods or Services to be supplied by HSF will be supplied during regular working hours on regular working days. If for any reason Customer requests HSF to supply Goods or Services outside regular working hours, any overtime or additional expenses occasioned thereby shall be invoiced to and paid by Customer to HSF as part of the purchase price for such Goods or Services, at HSF's then current labour rates to customers.
- 8.2 Extra costs incurred by HSF due to cessation of work occasioned by Customer's instructions or lack of instructions, by interruptions, mistakes, or work for which HSF is not responsible shall be reimbursed by Customer to HSF upon demand. Extra costs incurred by HSF due to occurrences under clause 9 and sub-clause 9.2 in these terms and conditions shall be reimbursed by Customer to HSF upon demand.

## 9. Work to be done by others

- 9.1 Without prior written agreement with Customer to the contrary, HSF will not set

in place or install equipment or services piping nor carry out any electric wiring work, welding or entry into process lines, or building work such as concreting, cutting and making good, or painting. Such work shall be the responsibility of the Customer and at its expense and shall not be the responsibility of HSF.

9.2 HSF will not set the cut out or operating points of safety devices unless under the supervision and at the sole responsibility of Customer.

9.3 HSF will not provide lifting machinery, scaffolding, toilets or other site amenities.

#### 10. Delivery, etc.

10.1 Delivery of Goods not agreed to be installed by HSF shall be FOB a HSF warehouse or HSF affiliated or office selected by HSF.

10.2 The delivery times made known to Customer are estimates only and HSF does not accept any responsibility for delays whether caused by fire, strike, lockout, dispute with workmen, delays caused by suppliers or others, flood, accident, transportation delays, fuel shortage, inability to obtain material, war, demand or requirement of Government or statutory authorities or any other cause beyond its control. In event of any delay, the date or dates for performance of this contract by HSF shall be extended for a period at least equal to the time lost by reason of the delay or the delays subsequently caused therefrom.

10.3 If the Goods or Services ordered by Customer are unable to be supplied to Customer by the scheduled delivery date, HSF will notify Customer and with Customer's consent, HSF may substitute equivalent goods or services in place of the Goods and Services ordered by Customer, in order to satisfy Customer's order.

#### 11. Loss of or Damage to Goods

11.1 To the extent permitted by law and subject to clause 4.1(b), in the case of Goods not agreed to be installed by HSF, HSF shall not be liable for any loss of or damage to the same after delivery FOB point of shipment, including any Loss or Damage in transit;

11.2 To the extent permitted by law and subject to clause 4.2, in the case of Goods agreed to be installed by HSF, HSF shall not be responsible for loss of or damage to goods, after those Goods have been delivered to the site. Should any Goods after being delivered and prior to payment by Customer be damaged or destroyed in any way whatsoever, other than by the fault of HSF, Customer agrees promptly upon demand to pay or reimburse HSF. In addition to and apart from any and all other sums due to or to become due to HSF under these terms and conditions, an amount equal to the Loss or Damage so occasioned.

#### 12. Claims

Goods supplied shall be examined by Customer promptly upon delivery. To the full extent permitted by law and subject to clauses 3.1, 3.2 and 4.2, no claim will be recognised by HSF unless such claim is reported to HSF within seven (7) days after delivery of the Goods to which the claim relates.

#### 13. Return of Goods

13.1 Subject to clauses 13.2 and 13.3, Goods may be returned for credit if they do not correspond with the description under which they were sold.

13.2 No Goods may be returned for credit unless HSF's written approval has been first obtained and the original invoice number and date have been quoted for reference.

13.3 Only Goods of current design in original sealed cartons, will be considered for credit, and a handling charge will be levied by HSF and paid by Customer to cover necessary inspection, adjustment, repacking and clerical work. Goods invoiced more than three (3) months prior to attempted return, Goods which are special in any nature whatsoever, software wirings and tubing cut to length and goods bought in to special order may not be returned.

#### 14. Variations

Subject to its statutory obligations in relation to the supply of services under the Australian Consumer Law, HSF reserves the right to revise at any time the extent or type of goods or services it supplies to the Customer, if it believes that other goods or services supplied by HSF can fulfil the same function.

#### 15. Dispute Resolution

15.1 The parties agree that if a dispute arises out of or relates to the Contract, a party may not commence any court or arbitration proceedings relating to the dispute unless it has complied with the provisions of this clause 15, except to seek urgent interlocutory relief.

15.2 A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute. On receipt by the other party of the notice, the matter must be referred to the senior management of each party for resolution. If the managers are unable to resolve the dispute within ten business days, the parties must mediate the dispute under the mediation rules of the Law Society of New South Wales and the President of the Law Society or the President's nominee will select the mediator and determine the mediator's compensation.

#### 16. Software Licence

HSF agrees to grant to Customer a licence to use any Software provided pursuant to the Contract, upon and subject to the terms and conditions set out in HSF's standard Software License Agreement which Customer shall execute prior to delivery or installation of such Software.

#### 17. Governing Law

These Conditions are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of NSW and the courts which hear appeals from those courts.

#### 18. Indemnity

Customer agrees to indemnify HSF, its employees and agents and each of them from and against all Loss or Damage, resulting directly or indirectly from any acts, errors or omissions of Customer in connection with the Contract or the use, possession, operation of the Goods or Services. This clause will survive termination or completion of the Contract.

#### 19. Intellectual Property

Subject to clause 16, nothing in these Conditions shall confer on Customer any licence, right, title or interest in or to any intellectual property comprised in the Goods or Services, which will at all times remain the property of HSF or its suppliers.

To assist in application process please provide a summary of financial information

Customer Name :

Address :

	PERIOD	
	CURRENT YEAR	PREVIOUS YEAR
Annual Turnover in \$		
Operating Profit % of Annual Turnover		
Net Assets		
Liquid Ratio % i.e Cash at Bank/Current Liabilities		
Total amount of Impaired A/R i.e. AR over 90 days		
% of AR / Current Liabilities		
A/R past due %		
A/R DSO (Days Sales Outstanding)		

Signature of Authorised Representative :

Dated :

Please provide the following contact details

**Accounts Payable Officer**

Name: .....

Phone: .....

Email: .....

**Statements:** Statements are emailed only. Please provide an email address

Email: .....

**Ordering \ Purchasing Officer**

Name: .....

Phone: .....

Email: .....



## DEED OF GUARANTEE, INDEMNITY AND CHARGE

TO: Honeywell Limited (ACN 000 646 882) t/a Honeywell Security & Fire ("HSF") OF 9 Columbia Way, Norwest Business Park, Baulkham Hills in the State of New South Wales and its related Corporations (within the meaning of Section 50 of the Corporations Act) and successors and assigns ("the Company")

In consideration of the Company providing or continuing to provide Goods or supplying credit accommodation to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with the Company as follows:

### Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to the Company by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Money Secured.
3. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods to the Customer.
4. Where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. The Company may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by the Company under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such any event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for the Company.

### Indemnity

9. The Guarantor indemnifies the Company against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to the Company of such losses and expenses and of the Money Secured.

### Charge

10. For the purpose of securing payment to the Company of the Money Secured, the Guarantor:
  - 10.1 Hereby charges all of its, his or her beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of the Company whether or not a demand has been made on the Customer or the Guarantor;
  - 10.2 Agrees to deliver to the Company within seven (7) days of written demand a Memorandum of Mortgage in registrable form and that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
  - 10.3 Authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
  - 10.4 If the charge created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
11. A Certificate signed by a Director, Secretary, Financial Controller or Credit Manager of the Company shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor at that time.
12. The Guarantor acknowledges that the Company has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
13. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company and is satisfied as to the extent of his, her or its obligations arising from this Deed and that the Company is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase the Guarantor's liability under the Deed.
14. This Deed will be construed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
15. He/She/They irrevocably grant permission to the Company before, during or after the provision of credit to the Customer to give and receive information about the Guarantor to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise. This information may concern the Guarantor's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Guarantor and their business and may be used to assess or review at any time this guarantee or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act 1988, or otherwise.

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING  
AND EFFECT YOU SHOULD SEEK LEGAL ADVICE

## Definitions and Interpretations

"Company" means Honeywell Limited (ACN 000 646 882) t/a Honeywell Security & Fire ("HSF") (within the meaning of Section 50 of the Corporations Act) and successors or assigns.

"Customer" means the person or company set out in Item 1 of the Schedule.

"Guarantor" means the person or company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative.

"Goods" means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by the Company to the Customer.

"Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to the Company for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money the Company pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with the Company or by the Guarantor under this Deed; all the costs incurred by the Company for recovering monies under any related security.

"Deed" means this Deed of Guarantee, Indemnity and Charge.

In interpreting this Deed words incorporating the singular number denotes the plural and vice versa; any gender denotes the relevant gender; and a person denotes an individual, a body corporate, a partnership or any unincorporated association.

Note: Do not include a company seal here

### SCHEDULE

Item 1: The Customer  
..... (ACN .....) )

Item 2: The Guarantor  
Name ..... Address .....

Name ..... Address .....

### EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF , 200 .

SIGNED by

..... )  
(Print Name of Guarantor) )  
of ..... )  
..... )  
(Address of Guarantor) X..... )  
(Signature of Guarantor)

Before .....  
(Signature of Witness)

.....  
(Print Name of Witness)

of.....

.....  
(Address of Witness)

SIGNED by

..... )  
(Print Name of Guarantor) )  
of ..... )  
..... )  
(Address of Guarantor) X..... )  
(Signature of Guarantor)

Before .....  
(Signature of Witness)

.....  
(Print Name of Witness)

of.....

.....  
(Address of Witness)



**Honeywell**

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AND EFFECT YOU SHOULD SEEK LEGAL ADVICE**