

Application for Credit

To: Seafrigo Australia Pty Ltd (T/A Mode Logistics) (“Mode”)

The Customer named below hereby requests that Mode grant it credit in respect of payment for such services as may be provided by Mode in the future, and not require immediate payment upon provision of such services.

In consideration for Mode’s agreement to grant such credit facilities, the Customer agrees as follows:

- (i) the Customer will observe all the provisions of Mode’s Credit Terms which are binding on the Customer upon signing this document; and
- (ii) the Customer acknowledges that Mode’s Trading Terms, as amended from time to time, apply to this Credit Application and the provision of any services by Mode and the Customer agrees to observe and be bound by the Trading Terms.

Section 1: Customer Details

Legal Structure (eg Sole Trader, Company, Trust, Partnership):		
Company / Name:		
ABN:	ACN:	
Trading Name:		
Trading Address:		
State:	Country:	Postcode:
Phone:	Fax:	
Email:		
Mailing Address:		
State:	Country:	Postcode:

Section 2: Details of Directors, Partners and Proposed Guarantors

1) Name:		
Home Address:		
State:	Country:	Postcode:
Date of Birth:	Position (eg Director, Partner):	
Phone:	Email:	

2) Name:		
Home Address:		
State:	Country:	Postcode:
Date of Birth:	Position (eg Director, Partner):	
Phone:	Email:	

3) Name:		
Home Address:		
State:	Country:	Postcode:
Date of Birth:	Position (eg Director, Partner):	
Phone:	Email:	

Section 3: Business Information

Type of Business:		
Date of Commencement:	No. of Employees:	
Date of Entry of Owner 1:	Name:	
Date of Entry of Owner 2:	Name:	
Bank / Branch:	BSB:	Account no:
Related or Subsidiary Company or Partner 1:		
Related or Subsidiary Company or Partner 2:		

Section 4: Desired Credit Limit

Requested Credit Limit (AUD): \$		Requested Credit Period:	
Expected Number of Consignments Per Month:			
Export Air:	Export Sea:	Import Air:	Import Sea:
\$ (AUD):	\$ (AUD):	\$ (AUD):	\$ (AUD):

Section 5: Trade References

1) Business Name:		
Contact Person:	Monthly Orders (AUD): \$	
Address:		
State:	Country:	Postcode
Phone:	Email:	

2) Business Name:		
Contact Person:	Monthly Orders (AUD): \$	
Address:		
State:	Country:	Postcode
Phone:	Email:	

Section 6: Contact Person for Payment:

Name:	Title:	
Phone:	Fax:	Email:

Section 7: List of Major Assets and Liabilities

Customer Real Estate:

Address:			
State:		Country:	Postcode:
Estimated Value:		Lender & Loan Amount:	

Address:			
State:		Country:	Postcode:
Estimated Value:		Lender & Loan Amount:	

Guarantor Real Estate:

Owner Name:			
Address:			
State:		Country:	Postcode:
Estimated Value:		Lender & Loan Amount:	

Owner Name:			
Address:			
State:		Country:	Postcode:
Estimated Value:		Lender & Loan Amount:	

Other Assets / Liabilities of Customer:

ASSETS		LIABILITIES	
	\$		\$
	\$		\$
	\$		\$

OFFICE USE ONLY

Approved Credit Limit	Authorised Officer	Payment Terms	Date
	 days after the end of the calendar month in which the invoice is issued to Customer.	

Credit Terms

1. Definitions and Interpretation

In these Credit Terms unless the contrary intention appears:

- 1.1 the singular includes the plural and vice versa;
- 1.2 reference to a gender includes all other genders;
- 1.3 a reference to a person will be deemed to include all bodies and associations corporate and unincorporated and vice versa;
- 1.4 any reference to a statute or statutory provision will be deemed to include any statute or statutory provision which amends, extends, consolidates or replaces same or which has been amended, extended, consolidated or replaced by same and any orders, regulations, instruments or other sub-ordinate legislation made thereunder;
- 1.5 **Credit Application** means this application for credit comprising the Credit Application Form and Credit Terms;
- 1.6 **Credit Application Form** means the form contained in pages 1 to 3 of this Credit Application;
- 1.7 **Credit Terms** means the terms and conditions of credit contained in pages 4 to 7 of this Credit Application;
- 1.8 **Customer** means the customer named in the Credit Application Form;
- 1.9 **Mode** means Seafrigo Australia Pty Ltd (T/A Mode Logistics);
- 1.10 **Terms and Conditions** means the Credit Terms and Trade Terms; and
- 1.11 **Trade Terms** means terms and conditions applicable to the services provided to the Customer by Mode as amended from time to time, which are published on Mode's website.

2. Acceptance of Terms

- 2.1 The Customer accepts Mode's Terms and Conditions and agrees that Mode may amend the Trading Terms from time to time by giving notice to the Customer. The Customer is taken to have received notice when Mode publishes the amended Trading Terms on its website.
- 2.2 The Customer agrees that it shall be immediately bound by the new Trading Terms if the Customer places an order for provision of services by Mode which is accepted by Mode. The Trading Terms published on Mode's website on the date of the order shall apply to the order.

3. Credit Period and Payment

- 3.1 The Customer agrees to pay in full Mode's invoices within the time period specified by Mode on page 3 of the Credit Application Form under the heading "**Payment Terms**".
- 3.2 The Customer must not withhold, in full or in part, any payment owed under any invoice and/or the Terms and Conditions due to a claim it may have against the Customer or, for any other reason, apply a set off or deduction of any kind to amounts due to Mode under any invoice and/or the Terms and Conditions.
- 3.3 Mode will give the Customer a weekly statement of account detailing the invoices issued in the preceding week (where applicable).

4. Other Payment Obligations and Interest

- 4.1 The Customer must pay on demand:
 - (a) interest pursuant to clause 4.2;
 - (b) any stamp duty assessed on this document;
 - (c) all expenses and legal costs (on a full indemnity basis) incurred by Mode in exercising or attempting to exercise any right or remedy under the Terms and Conditions; and
 - (d) all fees and expenses (including legal costs on a full indemnity basis) incurred by Mode to register, maintain or enforce any security held by Mode under the Terms and Conditions or in connection with the provision of services by Mode.
- 4.2 Mode may charge interest on any amount which the Customer has not paid by the due date at a rate of 10% per annum.

5. Amending, Suspending or Closing Credit Account

- 5.1 Notwithstanding anything contained in clause 6, Mode may, at any time, in its absolute discretion and without incurring any liability to the Customer whatsoever:
 - (a) reduce the credit limit;
 - (b) suspend or discontinue the provision of credit to the Customer;
 - (c) require the Customer to pay for services on a C.O.D. basis or otherwise alter its payment terms or Trading Terms; and/or
 - (d) suspend or discontinue the provision of services to the Customer.
- 5.2 Mode is not required to give any reason or explanation to the Customer for any action taken under clause 5.1 above.

6. Default

- 6.1 In these Credit Terms, an “**Event of Default**” occurs where:
- (a) an application is made to a court for an order that the Customer be wound up, or that a provisional liquidator or receiver or receiver and manager be appointed;
 - (b) an administrator or a controller (as defined in the *Corporations Act 2001* (Cth)) is appointed to any of the Customer’s assets;
 - (c) the Customer proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding-up or dissolution;
 - (d) the Customer becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event;
 - (e) the Customer is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the *Corporations Act 2001* (Cth);
 - (f) a writ of execution is levied against the Customer or its property; or
 - (g) the Customer commits a breach of any provision of the Terms and Conditions that is not remedied within seven days of receiving a notice from Mode specifying the breach and requesting that the Customer remedy the breach.
- 6.2 If an Event of Default occurs, Mode may demand immediate payment of all moneys owed to it by the Customer, retain all moneys paid to it by the Customer, take any action stated in clause 5 and retain possession of any goods the subject of any services provided by Mode.
- 6.3 Clause 6 does not prejudice, limit or restrict any of Mode’s other rights under the Terms and Conditions or at law generally.

7. Security and Charge

- 7.1 As security for any amounts due to Mode from time to time and for the performance of the Customer’s obligations under this Credit Application and the Terms and Conditions, and so as to facilitate compliance with the provisions thereof, the Customer hereby charges in favour of Mode all its estate, right, title and interest, legal and equitable, held in any real estate presently or in future (hereinafter referred to as “**Property**”).
- 7.2 To better secure the payment of amounts due to Mode and perfect the charge granted to Mode under Clause 7.1, the Customer:
- (a) hereby irrevocably and unconditionally consents to the registration of a caveat over the Property by Mode immediately following the execution of this Credit Application, and acknowledges that Mode may, if it so elects, lodge and maintain (until such time as all amounts due to Mode have been fully paid and the credit account is closed by Mode) a caveat over the Property; and
 - (b) agrees to execute (at the Customer’s expense) any mortgage of land and all such other documents or instruments as prepared by Mode either before or after the execution of this Credit Application and do all such acts and things as may be required of it by Mode in order to enable Mode to register and maintain (until such time as all amounts due to Mode have been fully paid and the credit account is closed by Mode) a mortgage in respect of the Property.

8. Security and Personal Property Security Act

- 8.1 Expressions used in this clause that are defined in the Personal Properties Securities Act 2009 (Cth) (“**PPSA**”) have the meanings given to them in the PPSA.
- 8.2 As security for performance of the terms of this Credit Application and the Terms and Conditions including, without limitation, payment by the Customer to Mode all amounts due under such Agreements, the Customer hereby charges the whole of its undertakings and assets of whatsoever nature, both present and future, and such charge shall be a first ranking charge and remain in full force and effect until all amounts due to Mode by the Customer have been paid in full and all obligations of the Customer arising under the Terms and Conditions are fully satisfied and extinguished.
- 8.3 To better perfect the charge granted to Mode under clause 8.1, the Customer unconditionally and irrevocably authorises the registration of a security interest on the Personal Property Security Register (“**PPSR**”) immediately following the execution of this Credit Application, and acknowledges that Mode may at any time whilst any amounts due to Mode by the Customer remain unpaid, if it so elects, register and maintain a security interest on the PPSR.
- 8.4 Mode may, at any time, register a financing statement for any security interest arising out of or evidenced by this Agreement.
- 8.5 The Customer waives the right to receive notice under section 157(1) of the PPSA.
- 8.6 When the credit account ends and the Customer has performed all of its obligations under the Terms and Conditions, Mode shall register a financing change statement with respect to any security interest for which it has registered a financing statement.

- 8.7 The Customer must sign any documents and do anything necessary to enable Mode to register the statements referred to in this clause 8 and to enforce its rights and perform its obligations under this clause and the PPSA.
- 8.8 The Customer must pay the reasonable expenses and legal costs of Mode in respect of anything done or attempted by Mode in the exercise of its rights or performance of its obligations under this clause or the PPSA except Mode's costs of registering a financing statement.
- 8.9 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 9. Exceeding Credit Limit**
- 9.1 Mode may from time to time, in its absolute discretion, provide credit in respect of payment for services provided to the Customer by Mode, which exceeds the credit limit approved by Mode in this Credit Application.
- 9.2 The Customer is not entitled to exceed the credit limit approved by Mode in this Credit Application because Mode has allowed the Customer to exceed the credit limit on a prior occasion.
- 10. Change in Control of the Customer**
- The Customer must not, without the prior written consent of Mode:
- 10.1 make any changes to its boards of directors; or
- 10.2 deal with or alter the underlying beneficial ownership and/or control of the Customer.
- 11. Change of Details**
- The Customer must immediately notify Mode in writing if there is any change to the details provided by the Customer set out in this Credit Application.
- 12. Joint and Several Liability**
- If the Customer consists of more than one person, each person is jointly and severally bound by the terms of this Credit Application and the Terms and Conditions.
- 13. Legal Advice**
- The Customer acknowledges, represents and warrants that:
- 13.1 it has read and understood the Credit Application and the Terms and Conditions;
- 13.2 prior to signing this Credit Application, it had a reasonable opportunity to obtain independent legal advice with respect to the nature and effect of the document, and
- 13.3 it has relied entirely on its own enquiries in entering into this Credit Application and accepting the Terms and Conditions.
- 14. Customer Warranties**
- The Customer represents and warrants to Mode that:
- 14.1 the information provided to Mode in the Credit Application Form is true and correct in every particular; and
- 14.2 the credit to be provided to the Customer is to be applied wholly or predominantly for business and/or investment purposes.
- 15. Privacy**
- 15.1 The Customer hereby authorises Mode to, before and/or after providing credit:
- (a) obtain personal and credit information about its credit worthiness including, without limitation, a credit report, from any financial institution, credit provider, trade or other referee disclosed in the Credit Application Form or any credit reporting body ("CRB") for the purpose of assessing this Credit Application, monitoring ongoing credit worthiness and collecting overdue accounts;
- (b) use, disclose or exchange with other credit providers and/or any CRB the following information in order to assess this Credit Application, monitor ongoing credit worthiness, collect overdue accounts and/or allow the CRB to create or maintain a credit information file about the Customer:
- (i.) identity information such as names, addresses, dates of birth, driver's license numbers and the like;
- (ii.) information about the Customer's credit arrangements and status of the credit granted to the Customer;
- (iii.) advice of payment defaults, accounts which are overdue, payment history, loan repayments and/or outstanding monies; and
- (c) disclose the contents of any credit report about the Customer to Mode's insurers, mercantile agents and legal and other advisors.
- 15.2 The Customer agrees that its personal and credit information may be used and retained by Mode for the following purposes:

- (a) the provision of services;
- (b) assessing, verifying and monitoring the Customer's credit, payment and/or status in relation to the provision of services;
- (c) the collection of overdue accounts; and
- (d) processing any payment or direct debit instructions.

16 Trustees

This Credit Application and the Terms and Conditions bind the Customer both personally and as trustee of any trust of which the Customer is a trustee.

17 No Merger

The rights and obligations of the parties under these Credit Terms do not merge on completion of any transaction or matter contemplated by this document and are additional to any right, power or remedy which it may have under law or otherwise.

18 Severability

A provision or part of any provision of these Credit Terms that is void, illegal or unenforceable for any reason may be severed and the remaining provisions or parts of the provision the document continue in force.

19 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

20 Jurisdiction

These Credit Terms are governed by and construed in accordance with the laws of the State of Victoria and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.

21 Inconsistencies

In the event of any inconsistency between the contents of the Credit Terms and the contents of the Trading Terms, the provisions of the Credit Terms shall prevail.

22 Signed as a Deed

The Customer acknowledges and agrees that this Credit Application and the Credit Terms is signed, sealed and delivered as a deed.

SIGNED SEALED AND DELIVERED AS A DEED

Customer Name (please print):	
EXECUTED by the Customer in accordance) with Section 127 of the Corporations Act) 2001 (Cth)) Signature of Director Signature of Director / Secretary Name of Director / Secretary (please print)
..... Name of Director (please print) Name of Director / Secretary (please print)

Personal Guarantee and Indemnity

To: Seafriigo Australia Pty Ltd (T/A Mode Logistics) (“**Mode**”)

IN CONSIDERATION of Mode agreeing to provide services on credit to the following applicant:

_____ (“**Customer**”), ABN: _____

I / We, the person(s) named in the Schedule of Guarantors, (“**Guarantor**”) unconditionally and irrevocably:

1. GUARANTEE the due and punctual:
 - (a) payment of all monies which may now or in the future be or become due and payable to Mode by the Customer under Mode’s Terms and Conditions or whether arising in any other way on any account whatsoever operated by Mode with the Customer or in respect of any services provided or to be provided by Mode to the Customer; and
 - (b) observance and performance of by the Customer of all its obligations contained or implied in any agreement with Mode including, without limitation, the Terms and Conditions.
2. HOLD HARMLESS AND INDEMNIFY Mode on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on an indemnity basis) incurred by, or assessed against, Mode in connection with the provision of services to the Customer and the recovery of monies owing to Mode by the Customer including, without limitation, amounts incurred by Mode to enforce the Terms and Conditions and/or this Guarantee.

I / We further ACKNOWLEDGE AND AGREE that:

3. As security for any amounts due to Mode from time to time and for the performance of the Customer’s obligations under the Credit Application and the Terms and Conditions, and so as to facilitate compliance with the provisions thereof, the Guarantor hereby charges in favour of Mode all its estate, right, title and interest, legal and equitable, held in any real estate presently or in future (hereinafter referred to as “**Property**”).
4. To better secure the payment of amounts due to Mode and perfect the charge granted to Mode under the preceding clause, the Guarantor:
 - (a) irrevocably and unconditionally consents to the registration of a caveat over the Property by Mode immediately following the execution of this Guarantee and Indemnity, and acknowledges that Mode may, if it so elects, lodge and maintain (until such time as all amounts due to Mode have been fully paid and the credit account is closed by Mode) a caveat over the Property; and
 - (b) agrees to execute (at the Guarantor’s expense) any mortgage of land and all such other documents or instruments as prepared by Mode either before or after the execution of this Guarantee and Indemnity and do all such acts and things as may be required of it by Mode in order to enable Mode to register and maintain (until such time as all amounts due to Mode have been fully paid and the credit account is closed by Mode) a mortgage in respect of the Property.
5. This Guarantee and Indemnity shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding:
 - (a) the granting by Mode of time, credit or any other indulgence or concession to the Customer or to the Guarantor or any delay, act, omission, mistake or acquiescence by Mode;
 - (b) the waiver by Mode of any breach by the Customer of its obligation;
 - (c) the failure on the part of Mode to complete, register, take advantage of or enforce any security granted to it by the Customer or Guarantor;
 - (d) the liquidation or bankruptcy of the Customer or Guarantor, or any other event of insolvency affecting either of them;
 - (e) the death of the Customer or Guarantor, in which case, this Guarantee and Indemnity shall bind the Guarantor’s estate, heirs and executors;
 - (f) the liability of the Customer ceasing or becoming extinguished for any reason or any of the Customer’s obligations being invalid or unenforceable at any time;
 - (g) any variation to the terms of the Terms and Conditions whether with or without the knowledge or consent of the Guarantor;
 - (h) Mode suspending or discontinuing credit to the Customer or reducing the approved credit limit;
 - (i) the Customer receiving credit which exceeds the approved credit limit;

- (j) any act or omission on the part of Mode which, under the laws relating to sureties, would, but for this clause, operate to wholly or partially release or discharge the Guarantor from liability;
 - (k) any other security, contract or obligation to secure the performance of the Customer being taken, held, varied or enforced;
 - (l) any other security, contract or obligation to secure the performance of the Customer being void or unenforceable;
 - (m) any change in the constitution, membership or partnership of the Customer or Guarantor;
 - (n) the part performance of the Customer's obligations; or
 - (o) the release of any Guarantor (if there is more than one).
6. This Guarantee and Indemnity is unconditional and irrevocable and shall remain in full force and effect until all the monies owing to Mode by the Customer have been fully paid and all obligations herein have been fully discharged and performed.
7. If Mode approves the Customer's application for credit, this Guarantee shall remain in force even if the credit facility covered by the Customer's application ceases.
8. If any payment received or recovered by Mode is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor.
9. The Guarantor must not prove in any liquidation, bankruptcy or similar procedure in relation to the Customer in competition with Mode.
10. Mode may enforce this Guarantee and Indemnity without first having to enforce any of Mode's rights against the Customer or having to resort to any other security or guarantee concerning the Customer's obligations.
11. If Mode receives or recovers money in respect of debts of the Customer or anyone else, Mode may, at its absolute discretion, apply the to pay any part of those debts as it chooses and does not have to the money for the benefit of the Guarantor.
12. This Guarantee and Indemnity is a principal obligation and is not ancillary to any other right or obligation.
13. The Guarantor shall pay all costs, fees, charges and expenses including legal costs on an indemnity basis incurred by Mode in connection with any action by Mode to exercise any right or remedy under this Guarantee and Indemnity or any matter arising out of or incidental to the performance or failure to perform by the Guarantor any of the covenants herein contained.
14. If any of the obligations hereby guaranteed shall not be enforceable against the Customer, this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies Mode in respect of any failure by the Customer to make payment or to perform or observe any covenant, obligation, term or condition of the Terms and Conditions and from and against all losses, damages, costs, charges and expenses of any kind which Mode may incur because of or arising out of the default by the Customer under the Terms and Conditions or howsoever arising.
15. The Guarantor hereby authorises Mode to, before and/or after providing credit to the Customer:
- (a) obtain personal and credit information about the Guarantor's credit worthiness including, without limitation, a credit report, from any financial institution, credit provider, trade or other referee disclosed in the Credit Application Form or any credit reporting body ("**CRB**") for the purpose of assessing the Credit Application, monitoring ongoing credit worthiness and collecting overdue accounts;
 - (b) use, disclose or exchange with other credit providers and/or any CRB the following information in order to assess the Credit Application, monitor ongoing credit worthiness, collect overdue accounts and/or allow the CRB to create or maintain a credit information file about the Guarantor:
 - (i.) identity information such as names, addresses, dates of birth, driver's license numbers and the like;
 - (ii.) information about the Guarantor's credit arrangements and status of the credit granted to the Guarantor;
 - (iii.) advice of payment defaults, accounts which are overdue, payment history, loan repayments and/or outstanding monies; and
 - (c) disclose the contents of any credit report about the Guarantor to Mode's insurers, mercantile agents and legal and other advisors.
16. The Guarantor agrees that its personal and credit information may be used and retained by Mode for the following purposes:
- (a) the provision of services to the Customer;

- (b) assessing, verifying and monitoring credit, payment and/or status in relation to the provision of services;
 - (c) the collection of overdue accounts; and
 - (d) processing any payment or direct debit instructions.
17. The Guarantor acknowledges, represents and warrants that:
- (a) it has read and understood the Credit Application and the Terms and Conditions;
 - (b) prior to signing this Guarantee and Indemnity, it had a reasonable opportunity to obtain independent legal advice with respect to the nature and effect of the document;
 - (c) it has relied entirely on its own enquiries in entering into this Guarantee and Indemnity;
 - (d) the information provided to Mode in the Credit Application Form is true and correct in every particular; and
 - (e) it entered into this Guarantee voluntarily.
18. This Guarantee and Indemnity binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.
19. If the Guarantor consists of more than one person, each person is jointly and severally liable and bound by the terms of this Guarantee and Indemnity.
20. The proper law of this Guarantee and Indemnity shall be the law of Victoria and any proceedings to be taken by Mode may be taken in the Courts of such State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of such State.
21. A provision or part of any provision of this Guarantee and Indemnity that is void, illegal or unenforceable for any reason may be severed and the remaining provisions or parts of the provision the document continue in force.
22. Mode does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by Mode.
23. In this Guarantee and Indemnity unless the contrary intention appears:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes all other genders;
 - (c) a reference to a person will be deemed to include all bodies and associations corporate and unincorporated and vice versa;
 - (d) **Credit Application** means the application for credit signed by the Customer for the purposes of seeking credit in respect of payment for services provided by Mode;
 - (e) **Credit Application Form** means the form contained in pages 1 to 3 of the Credit Application;
 - (f) **Credit Terms** means the terms and conditions of credit contained in pages 4 to 7 of the Credit Application;
 - (g) **Customer** means the customer named in the Credit Application Form and this document;
 - (h) **Guarantee and Indemnity** means the guarantee and indemnity on pages 8 to 11 of the Credit Application;
 - (i) **Guarantor** means the guarantor(s) named in this Guarantee and Indemnity;
 - (j) **Mode** means Seafriigo Australia Pty Ltd (T/A Mode Logistics);
 - (k) **Terms and Conditions** means the Credit Terms and Trade Terms; and
 - (l) **Trade Terms** means terms and conditions applicable to the services provided to the Customer by Mode as amended from time to time, which are published on Mode’s website.
24. The Guarantor acknowledges and agrees that this Guarantee and Indemnity is signed, sealed and delivered as a deed.

SCHEDULE OF GUARANTORS

1	Full name:	
	Address:	
2	Full name:	
	Address:	
3	Full name:	
	Address:	

SIGNED SEALED AND DELIVERED AS A DEED

TO BE SIGNED BY GUARANTOR

SIGNED, SEALED AND DELIVERED by) the Guarantor in the presence of:)) Signature of Witness Name of Witness (please print)))) Signature of the Guarantor Name of the Guarantor (please print)
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TO BE SIGNED BY GUARANTOR

SIGNED, SEALED AND DELIVERED by) the Guarantor in the presence of:)) Signature of Witness Name of Witness (please print)))) Signature of the Guarantor Name of the Guarantor (please print)
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TO BE SIGNED BY GUARANTOR

SIGNED, SEALED AND DELIVERED by) the Guarantor in the presence of:)) Signature of Witness Name of Witness (please print)))) Signature of the Guarantor Name of the Guarantor (please print)
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