

GUARANTEE OF CUSTOMER'S OBLIGATIONS

We, the undersigned directors/proprietors of:

Business Name: _____ ("Customer")

Guarantor Name: _____ ("Guarantor")

hereby request that **SUN AND LIGHT FOODS PTY LTD** ("Sun And Light Foods") supply goods and products on credit to the Customer.

In exchange for Sun And Light Foods providing goods on credit, we as Guarantors unconditionally agree to the following:

a) Personal Payment Guarantee

We **unconditionally and irrevocably** guarantee that the Customer will fulfil all its obligations — including paying all amounts owed for goods, services, default interest, and costs. If the Customer fails to pay, we will pay those amounts immediately upon demand.

b) Indemnity for Losses

We will reimburse Sun And Light Foods for any losses, damages, costs, or expenses arising — now or in the future — from the Customer or us failing to meet our obligations.

c) Direct Enforcement

This guarantee is a primary obligation. Sun And Light Foods may enforce it directly against us without first having to pursue the Customer or exhaust any other remedy.

d) Security Over Real Property

If the Customer defaults, we authorise Sun And Light Foods to lodge a caveat (legal charge) over any real property we own now or in the future, to secure all amounts owing under this guarantee.

e) Continuing Guarantee

This guarantee remains in full force even if Sun And Light Foods grants the Customer extra time to pay or makes other concessions. Our obligations are not reduced by any such arrangement.

f) Joint and Several Liability

If there is more than one Guarantor, each of us is individually responsible for the full amount owed. Sun And Light Foods may pursue any one or all Guarantors for the full amount, at its absolute discretion.

g) Independent Legal Advice

We confirm that we have had the opportunity to seek independent legal advice regarding the meaning and full effect of this guarantee before signing.

By signing below, we confirm we have read and understood this guarantee. We understand that if the Customer fails to pay, Sun And Light Foods may recover those amounts from us personally — including by taking a charge over our real property.

Initials: _____ / _____

SUN AND LIGHT FOODS PTY LTD

TERMS AND CONDITIONS OF TRADE

These Terms and Conditions govern all supply of poultry products ("**Goods**") by **Sun And Light Foods Pty Ltd (ABN 98 691 960 175)** ("Sun And Light Foods") to any customer named on an invoice or approved credit application ("Customer") — whether a credit customer or cash-on-delivery customer.

Any terms in the Customer's order that conflict with these Terms and Conditions are not binding on Sun And Light Foods. A contract is formed only when Sun And Light Foods formally accepts the Customer's order.

1. Sale of Goods

Sun And Light Foods agrees to sell Goods to the Customer from time to time. The Customer agrees to purchase Goods in accordance with these Terms and Conditions.

2. Pricing

Prices may change from time to time. The price charged will be Sun And Light Foods's current price on the day of dispatch. Quoted prices for future orders may be varied. Customers may contact Sun And Light Foods on the dispatch day to confirm the applicable price.

3. Delivery

Delivery is deemed complete when Goods are available for unloading at the Customer's nominated delivery point. Sun And Light Foods will make reasonable efforts to deliver on time but accepts no liability for delays.

Important: Any issue with the condition or contents of a delivery must be notified within **24 hours** of receipt. Note: these Goods have a shelf life of **4 calendar days**.

4. Payment

Unless otherwise agreed in writing, payment is due cash on delivery (cash or cheque). EFT payments are accepted if clear funds are received at least 24 hours before delivery. Payment must be made on the terms shown on each invoice, whether or not the Customer has signed it.

5. Credit Facilities

Credit facilities are only available if specifically approved by Sun And Light Foods. Sun And Light Foods may withdraw, suspend, or change credit terms at any time, and may require security as a condition of any credit arrangement.

6. Default of Payment

If any amount owing becomes overdue, the following apply immediately:

- Sun And Light Foods may cancel any or all unfulfilled orders.
- All outstanding amounts become immediately due and payable in full.
- **Interest** accrues daily on overdue amounts at **2.5% per calendar month**, from the due date until full payment is received.
- The Customer must pay all recovery costs — including bank charges, administration fees, debt collection fees, and legal costs (on a solicitor-own client basis).

7. Title to Goods

Ownership of Goods remains with Sun And Light Foods until the Customer has paid in full and met all other obligations. Until then:

- The Customer holds Goods as bailee (caretaker) only and must return them on request.
- The Customer may not sell or dispose of Goods except in the ordinary course of business at market value.
- Proceeds from any sale of Goods must be held on trust for Sun And Light Foods and paid over on demand.
- If Goods are processed or mixed with other goods, the resulting product is held on trust for Sun And Light Foods.
- Sun And Light Foods may commence proceedings to recover the value of Goods sold before title has passed to the Customer.

Initials: _____ / _____

8. Risk of Loss or Damage

Risk passes to the Customer on delivery. If Goods are damaged or destroyed after delivery but before ownership passes, the Customer remains liable for the full price. If the Customer requests delivery to an unattended location, Goods are left entirely at the Customer's own risk.

9. Security Interest (PPSA)

As a condition of supply, the Customer grants Sun And Light Foods a security interest (registerable under the *Personal Property Securities Act 2009* (PPSA)) over all present and future assets of the Customer, to the extent necessary to secure all amounts owed.

By agreeing to these Terms and Conditions, the Customer acknowledges that this constitutes a security agreement under the PPSA, covering all Goods previously and subsequently supplied. The Customer agrees to ratify all actions taken by Sun And Light Foods under the PPSA. Nothing in these terms is intended to limit any PPSA provision.

10. Customer Indemnity

The Customer indemnifies Sun And Light Foods against all losses, damages, costs (including legal costs on a solicitor-own client basis), expenses, and claims arising from:

- Any breach of these Terms and Conditions;
- Cancellation of any order or part of an order;
- Any loss, injury, or death caused by or connected to the Goods; or
- Sun And Light Foods exercising its rights under the Security clause.

11. Limitation of Liability

To the maximum extent permitted by law:

- Sun And Light Foods is not liable for any Consequential Loss (defined below).
- Sun And Light Foods's total liability is limited to the GST-exclusive price paid for the specific Goods that caused the loss.

These limits do not apply to personal injury or death caused by Sun And Light Foods's negligence, or to fraud. Sun And Light Foods is not liable for losses caused by improper handling, incorrect ordering, or events outside its reasonable control.

"**Consequential Loss**" means: loss of savings, use, business opportunity, profit, revenue, increased financing costs, delay losses, or any indirect or special loss — whether foreseeable or not, and whether arising under contract, tort (including negligence), statute, or otherwise.

12. Governing Law

These Terms and Conditions are governed by the laws of Western Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

Initials: _____ / _____

EXECUTION PAGE

Signed, Sealed and Delivered by the Guarantor(s):

Guarantor 1

Signature: _____ Name of Guarantor: _____

Address of Guarantor: _____

Guarantor 2

Signature: _____ Name of Guarantor: _____

Address of Guarantor: _____

Witnessed by (Guarantor 1):

Signature: _____

Name of Witness: _____

Address: _____

Witnessed by (Guarantor 2):

Signature: _____

Name of Witness: _____

Address: _____