



**SIENALEX**  
**TRANSPORT PTY LTD**

**30 DAY TERMS AND CONDITIONS OF TRADE**



## TRADING TERMS AND CONDITIONS

### 1. DEFINITIONS

In these conditions:

“Address” means the address given by the Customer to Siennalex to which the Consignment is to be delivered.

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“Agreement” means the commercial credit application completed by the Customer and these trading terms and conditions.

“Charges” means:

- a. all fees and charges set by Siennalex and payable by the Customer to Siennalex in consideration of the Services, including in Siennalex’s discretion charges calculated by weight or volume;
- b. any costs caused by or incurred as a result of any delays that are not the fault of Siennalex;
- c. all taxes, fines and duties including customs and excise duties payable by Siennalex in relation to the Consignment;
- d. any goods and services tax, sales tax, excise, value added, consumption or other tax or levy;
- e. all other costs and expenses of whatsoever nature incurred in the provision of the Services including demurrage at the rate charged by the railway or shipping authority.

“Consignment” means the goods accepted from the Customer, its officers, employees and agents together with any containers, packaging or pallets supplied by or on behalf of the Customer and used in relation to provision of the Services.

“Customer” means the Person or party with whom Siennalex contracts to provide Services and/or whom has completed this Agreement.

“Damage” means any loss of, damage to, deterioration of, mis-delivery of, non-delivery of, or delay in Delivery of the Consignment and includes consequential economic or ancillary loss damage, expense or liability.

“Delivery” means delivery of the Consignment to the Address.

“Guarantor/s” means any Person who signs the guarantee and indemnity contained within this Agreement.

“Person” includes a natural person, firm, corporation, government authority or other body or organisation.

“Receiver” means the person their officers, employees and agents to whom the Customer consigns, sends or directs the Consignment to.

“Services” means the whole or part of the operations and services undertaken by Siennalex whether in connection with the Consignment or otherwise including but not limited to, the collection, loading, unloading, carriage, transportation, Delivery and storage of the Consignment, and use of Siennalex’s intellectual property.

2. “Siennalex” means Siennalex Transport Pty Ltd (ACN 602 877 252) and each related entity (as defined in the Corporations Act 2001) of Siennalex Transport Pty Ltd (ACN 602 877 252) from time to time and any of Siennalex’s assigns. This Agreement extends to a company which is not now, but is in the future a related entity of Siennalex Transport Pty Ltd (ACN 602 877 252).

### 3. GENERAL

- a. The Customer agrees to comply with and abide by the terms and conditions of this Agreement. The Customer further agrees to abide by Siennalex’s further terms and conditions of supply as may be notified by Siennalex to the Customer from time to time by notice forwarded to the Customer’s address.
- b. The Customer and the Guarantor agree that this Agreement and each application for credit made by the Customer shall be deemed to have been accepted from the date of Siennalex’s first invoice to the Customer after the date of this Agreement and without further notice to the Customer and the Guarantor, this document shall immediately have effect as an agreement by deed between Siennalex, the Customer and the Guarantor.
- c. Any order placed by a Customer is deemed to be an order incorporating these terms and conditions and these terms and conditions shall prevail over all conditions in the Customer’s order or acceptance to the extent of any inconsistency, unless expressly agreed to by Siennalex in writing.
- d. All goods and Services supplied to the Customer by Siennalex are supplied on these terms and conditions, unless otherwise expressly varied by Siennalex in writing.
- e. Any credit allowed by Siennalex under this Agreement is not unlimited. If no written notice of the credit allowed from time to time by Siennalex is provided to the Customer then the credit limit is reflected by the highest amount of credit extended under this Agreement at the immediate point in time. The credit limit stated herein, or on any notice from Siennalex, if any, does not limit or bind Siennalex in anyway whatsoever. Further, the Customer agrees they are liable to pay the Charges irrespective of whether the value of those goods and services supplied, either alone or in conjunction with any accumulated debt of the Customer, exceeds the credit limit stated herein or on any notice from Siennalex.
- f. Siennalex may at any time withdraw, reduce, review or suspend this facility or increase or decrease the limit of this facility with notice to the Customer. Siennalex may require security satisfactory to Siennalex (including further guarantees) to be given as a condition precedent to the continuation of this facility. Siennalex may at any time require payment in advance of the whole or any part of the Charges as a condition precedent to the continued supply of goods and/or services by Siennalex to, or at the request of, the Customer. Siennalex can, without any claim for loss or damage whatsoever by the Customer in doing so, cease supply of goods and/or services to, or at the request of, the Customer if there are any outstanding payments due by the Customer to Siennalex on any account whatsoever or if Siennalex has reason to doubt the Customer’s ability to pay for the supply in the future.
- g. If any payment made by, or on behalf of, the Customer to Siennalex shall subsequently be avoided at law or recovered by a liquidator or trustee in bankruptcy, such payment shall be deemed not to have discharged the Customer’s liability and in such event Siennalex and the Customer shall be restored to the position in which each would have been had the payment not been avoided. The Guarantor agrees to be liable to Siennalex for the payment so avoided.



#### 4. PAYMENT / ACCOUNT TERMS

- a. All Charges shall be paid for in full, without any deduction or set off in law or in equity whatsoever, by the Customer no later than 30 days from the date of the invoice issued by Siennalex.
- b. Siennalex reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Customer at any time become in Siennalex's opinion unsatisfactory.
- c. The Customer must pay all legal costs, stamp duties, other expenses, costs or disbursements (including but not limited to any dishonored cheque fees, debt collection agency fees and solicitor's fees on a full indemnity basis), incurred by Siennalex in connection with or as a result of the Customer or the Receiver failing to perform or observe any of their obligations under this Agreement.
- d. If Siennalex is not paid for any goods or services in accordance with these terms and conditions then, without prejudice to any other right or remedy, Siennalex shall be entitled to charge and the Customer must pay interest at the rate of 12% per annum calculated daily and compounded monthly.

#### 5. NOTICES

Notice to be given by the Customer to Siennalex shall be delivered personally to the accountant of Siennalex or by email to the email address noted on the credit application which these terms accompany. Notice to be given to the Customer by Siennalex may be delivered personally, or sent to the Customer's last known address or email address noted on the credit application which these terms accompany. Unless the contrary is proved, a notice given under this clause shall be taken as delivered on the second business day following posting or on the day of sending in the case of email. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post or on the day of sending in the case of the email.

#### 6. MISUSE OF ACCOUNT

- a. The Customer will ensure no unauthorized persons use the account. If the Customer's business is sold the Customer will immediately close the account to prevent misuse and will remain liable for the account until written notification of change of ownership of the business has been received by Siennalex.
- b. Should there be any variation in the information supplied in this document concerning the Customer, the proprietorship of the Customer's trading name or a variation in the structure of the Customer's business (such as conversion to, or from, a trustee), Siennalex shall forthwith be notified in writing by the Customer by certified mail delivered to Siennalex's registered office. Unless such notification is given to Siennalex, the Customer and the Guarantor shall remain liable to Siennalex as though any goods or services supplied by Siennalex prior to such notification were supplied to, or at the request of, the original the Customer. The Customer and the Guarantor agree this Agreement also binds the Customer and the Guarantor in relation to all goods and services supplied to, or at the request of, the Customer as the proprietor (in whole or in part) or as agent of any business, and irrespective of whether the Customer supplied the goods and services under the trading name of the Customer's business disclosed on the front page of this document.

#### 7. ACKNOWLEDGMENT AND AUTHORISATION BY CUSTOMER

6.1 The Customer acknowledges that the information provided in the application is the basis for the evaluation by Siennalex of the financial standing and credit worthiness of each of the signatories (and the incorporated body) and does hereby:

- a. certify that the information provided in this application is true and correct;
- b. authorize Siennalex to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as Siennalex may reasonably consider necessary;
- c. acknowledge that Siennalex has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies;
- d. in accordance with the Privacy Act 1988 as amended:
  - i. agree to Siennalex obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing whether to accept me/us as guarantors as the case may be,
  - ii. authorise Siennalex to exercise my/our rights of access to credit information files and credit reports;
- e. agree that these authorizations shall continue to have effect for the duration of the period during which credit is provided or sought by the Customer from Siennalex;

#### 8. NOT A COMMON CARRIER

- a. Siennalex is not a common carrier and accepts no liability as such. All Services are provided subject to these conditions and Siennalex has discretion to refuse to provide Services to any Person or of any class of goods.
- b. Siennalex relies on the details supplied by the Customer but does not verify or admit the accuracy of the details. A signature by Siennalex is merely acknowledgement of the items received.



## 9. DELIVERY

- a. Siennalex must deliver the Consignment to the Address and Delivery occurs if at the Address Siennalex obtains from any person a receipt or signed delivery docket for the Consignment.
- b. Where the Consignment is accepted for transport by rail to an address in a place where Siennalex has no receiving depot, Delivery occurs when the Consignment is delivered to the nearest rail head.
- c. If the Address is unattended Siennalex can effect Delivery by leaving the Consignment at the Address.
- d. If the Address is unattended Siennalex may elect to store and redeliver the Consignment, and the Receiver shall indemnify Siennalex for all expenses incurred by storage and attempted or actual redelivery.
- e. It is the Customer's and the Receiver's responsibility to provide uninhibited access to delivery sites. If in crossing or endeavouring to avoid any obstruction damage is caused to the obstruction or the goods being supplied or delivered by Siennalex, then the Customer agrees to indemnify Siennalex against all claims whatsoever for such damage. The Customer agrees that any Charges quoted by Siennalex for delivery of the goods by Siennalex was on the basis of uninhibited access being provided to the delivery site and in addition to any Charges quoted the Customer shall pay the price charged by Siennalex for any waiting time or time incurred by Siennalex in obtaining uninhibited access to the delivery site.
- f. Any quotations of delivery times by Siennalex are made in good faith but as estimates and not commitments. Siennalex shall not be bound by any such estimate. Clerical errors or omissions by Siennalex, whether in computation or otherwise in any quotation, acknowledgment or invoice, shall be subject to correction.
- g.

## 10. METHOD AND ROUTE

- a. If the Customer instructs (expressly or impliedly) Siennalex to use a particular method of or route for providing the Services, Siennalex will give priority to that method and route but Siennalex may provide Services by another method or route.
- b. Siennalex may change the usual or directed route or method for provision of Services if Siennalex believes it is necessary or desirable.

## 11. SUB-CONTRACTING

Siennalex may have a sub-contractor or sub-contractors perform all or any part of the Services. Siennalex act as the agent and trustee for sub-contractors who have the benefit of these conditions as if this Agreement was entered into by the sub-contractor.

## 12. PACKAGING

- a. Containers, packaging and pallets within the Consignment must conform with Siennalex's requirements, and the Customer is liable for any expense caused by non-conformance.
- b. If pallet weight is not included in the Consignment weight nominated by the Customer, each pallet will be charged at a rate determined by Siennalex.

## 13. DANGEROUS AND HAZARDOUS CONSIGNMENT

- a. The Customer must not tender any Consignment containing:
  1. dangerous, hazardous or damaging goods, unless a full description disclosing the dangerous, hazardous or damaging character of those goods is presented to Siennalex; or
  2. goods if the carriage of those goods is illegal or prohibited by any law or regulation of a State, Territory or the Commonwealth.
- b. Details provided by the Customer are warranted by them as correct.
- c. The Customer is liable for all Damage caused wholly or partially by a breach of Condition 12(a) and must indemnify Siennalex for death, bodily injury, loss or Damage (personal and property) incurred by any Person as a result of the Customer's breach.
- d. Siennalex at the Customer's expense, may return to the Customer or destroy, dispose or make harmless a Consignment that is tendered in breach of condition 12(a) or in breach of any law or regulation.

## 14. STORAGE

- a. Within twenty-eight (28) days of Siennalex's request, the Customer must remove the Consignment stored by Siennalex.
- b. If the Customer fails to comply with clause 13(a) or pay any Charges, Siennalex may deal with the Consignment in any way it sees fit including, opening and selling the Consignment at the Customer's risk and expense and applying the proceeds of any sale to the Charges then in arrears. The Customer indemnifies Siennalex in respect of any costs incurred, Charges which remain owing and any claims by any other party with an interest in the Consignment.

## 15. CASH ON DELIVERY

Siennalex will not collect any payment on Delivery on behalf of the Customer even if instructed so.

## 16. CHARGES COLLECT

If the Customer specifies that some other Person will pay the Charges and that Person fails to pay the Charges, the Customer will remain solely liable for the Charges and must pay the Charges within five (5) days of request by Siennalex.

## 17. POSSESSORY LIEN

- a. Siendalex has a possessory lien over the Consignment and other property of the Customer in its possession or under its control from time to time with respect to any Charges due from the Customer or other Person to Siendalex under this Agreement.
- b. Siendalex may sell the Consignment and apply the proceeds to pay Charges due after providing written notice to the Customer's last known place of business or registered office of its intention to do so.
- c. The Customer indemnifies Siendalex against claims by any party with an interest in the Consignment.

## 18. SECURITY

- a. The Customer and the Guarantor hereby in favour of Siendalex charge with the due and punctual payment and the due, punctual and complete performance of all their liabilities and obligations hereunder or on any account whatsoever to Siendalex all their legal and equitable interest of whatsoever nature held in any real property both present and future and each of the Customer and Guarantor hereby consent to Siendalex lodging a caveat or caveats noting its proprietary interest herein.
- b. The Customer and the Guarantor grant a security interest in all of their present and after acquired property and in all of their present and future rights, title, estate and interest, whether legal and equitable, in relation to any personal property including any debts owed to the Customer and the Guarantor, in favour of Siendalex to secure the performance of their liabilities and obligations hereunder or on any account whatsoever.
- c. For the purpose of this clause and other relevant clauses in this agreement "PPSA" means the Personal Property Securities Act 2009 and the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA.
- d. If requested by Siendalex the Customer and the Guarantor must immediately sign any documents, provide all necessary information and do anything else required by Siendalex to ensure that Siendalex's security interest created in favour of Siendalex is a perfected security interest.
- e. The Customer and the Guarantor must not grant any other security interest in favour of any party until Siendalex has perfected its security interests created under this Agreement.
- f. The Customer and the Guarantor must not do or permit anything to be done that may result in the security interest granted to Siendalex ranking in priority behind any other security interest.
- g. To the fullest extent permitted by the PPSA the Customer and the Guarantor (to the extent applicable to such party) agree to contract out of the application of the provisions listed in sections 115(1) and 115(7) and the sections listed therein shall not apply.
- h. The Customer and the Guarantor hereby waive any rights the Customer and the Guarantor may otherwise have to:
  - i. receive any notices or statements the Customer and the Guarantor would otherwise be entitled to receive under sections of the PPSA including for the avoidance of any doubt the sections referred to in sections 115(1) and 115(7) of the PPSA;
  - ii. apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
  - iii. object to a proposal of Siendalex to dispose or retain any collateral under sections 130 and 135 of the PPSA; and
  - iv. receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest created under this document.

## 19. INDEMNITIES AND EXCLUSIONS

Unless Siendalex enter into a separate agreement to exclude or vary any of the following sub-clauses then:

- a. The Consignment is at the risk of the Customer and not Siendalex and, unless expressly agreed in writing, Siendalex will not be liable for any Damage to the Consignment or any part of the Consignment, whether or not the Damage occurs in the course of performance by Siendalex of the Services or when otherwise in the possession of Siendalex pursuant to this Agreement, for any reason whatsoever including without limitation, negligence, breach of contract, bailment or wilful act or default of Siendalex however, nothing in this clause will remove Siendalex's liability in the case of its own wilful negligence or unlawful act.
- b. The Customer indemnifies Siendalex against any claim or allegation made against Siendalex by or liability to any Person including but not limited to the Receiver or for any Damage, personal injury (including death or disease) or other loss or injury (personal or property) arising out of or in connection with the provision of the Services including solicitor-client indemnity costs incurred by Siendalex, irrespective of any negligence, breach of contract, bailment or wilful act or default of Siendalex however, the Customer's liability under this clause will be reduced to the extent the claim or allegation arises as a result of Siendalex's own wilful negligence or unlawful act.
- c. Subject to any implied warranty provided by the Australian Consumer Law or any other Act (as amended from time to time) which may not be excluded, no warranty, condition or representation is given on the part of Siendalex and any express or implied warranty as to quality, fitness for purpose or otherwise of the Services is hereby excluded.
- d. To the extent that Siendalex is subject to any implied warranties provided by the Australian Consumer Law (as amended from time to time) Siendalex limits its liability to the maximum extent allowed under that Act.
- e. The Consignment is at all times at the risk of the Customer.
- f. If temperature control is required for the Consignment the Customer acknowledges that variations can occur in relation to temperature control. Temperature records of Siendalex will be sufficient evidence to prove the temperatures applying during the provision of the Services.



## 20. CLAIM FOR DAMAGE

Where by express written agreement Siennalex becomes responsible for loss or damage, no claim for loss or damage will be allowed unless:

- a. the claim is lodged in writing within seventy-two (72) hours after delivery was given to an office of Siennalex in the State or Territory in which delivery was effected; and
- b. the Customer substantiates the damage. Failure to claim within seventy-two (72) hours is evidence of satisfactory performance of the Service. Time is of the essence in this clause.
- c. A notice under this clause 19 must be provided in accordance with clause 4 above.

## 21. INSURANCE

The Customer must take out its own insurance cover for the Consignment. At the request of Siennalex, the Customer will make Siennalex a co-insured to the Customer's insurance policy. Siennalex is not and will not arrange insurance.

## 22. LAWS, CUSTOMS AND REGULATIONS

- a. The Customer warrants that the Consignment complies with all the applicable laws, customs and other government regulations of any Federal, State or Territory of Australia.
- b. The Customer is liable for any taxes and duties levied in respect of the Services.
- c. In respect of contracts made in Queensland:
  1. these conditions will be read subject to the Carriage of Goods by Land (Carriers' Liabilities Act) 1967 (Qld) (as amended from time to time) and will continue to apply except where they are repugnant to the provisions of the Act, and
  2. Siennalex limits its liability to the maximum extent allowed under that Act.

## 23. CUSTOMER ACCEPTS TERMS

- a. The Customer warrants that it is either the owner or authorised agent of the owner and the authorised agent of the Receiver.
- b. The Customer accepts these terms and conditions for the owner and Receiver and any other Person on whose behalf the Customer is acting. The Customer further warrants that it will be liable for any breach of these terms and conditions by the Receiver.

## 24. TRUSTS

The Customer and the Guarantor (as the case may be) warrant and agree that where they are, at the time of executing this document or at any time the Customer has credit with Siennalex, a trustee of any trust (the "Trust"):- (a) to produce a stamped copy of the Trust deed (with all amendments) if and when requested by Siennalex; (b) that they have full power and authority to execute, or continue with their obligations under, this agreement on behalf of the Trust as they are doing so in their individual capacity and in their several capacity as trustee; (c) that they shall be bound by the terms and conditions of this Agreement in their individual capacity, or further or alternatively, in their several capacity as trustee; and (d) that the assets of the Trust shall be available to meet payment of their obligations to Siennalex.

## 25. ENTIRE AGREEMENT

This Agreement is the entire agreement between Siennalex and the Customer. No purported variation or modification of this Agreement will have any effect unless it is in writing and signed by an authorised agent of Siennalex.

## 26. SEVERABILITY

If any part of this Agreement is unenforceable that part is severed from the Agreement with the rest remaining in full force.

## 27. PROPER LAW AND JURISDICTION

This Agreement is governed by the laws of Perth, Western Australia and where applicable, the laws of the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia. Any proceedings against Siennalex must be instituted within six (6) months of the cause of action arising. Time is of the essence for this clause.

## 28. PERSONAL GUARANTEE AND INDEMNITY

In consideration of the Agreement to supply or continue to supply goods and services on credit to the Customer the undersigned UNCONDITIONALLY AND IRREVOCABLY GUARANTEES(S) to Siennalex the due and punctual payment of all amounts charged by Siennalex to the Customer without any deduction or set off whatsoever in law or in equity and the payment of the Charges and all other such sums which now or in the future may be or become owing (including contingently) by the Customer to Siennalex on any account whatsoever (whether such indebtedness or liability be present or future, actual or contingent, fixed or fluctuating, liquidated or unliquidated) or relating to any other third party dealings or arrangements. The Guarantor further guarantees the performance of the covenants and obligations of the Customer under this Agreement. The Guarantor AGREE(S) TO INDEMNIFY and keep Siennalex indemnified from and against any of the Charges not paid by the Customer and against any losses, damages, costs (including but not limited to legal costs on a full indemnity basis) and expenses which have or may be suffered or incurred by Siennalex by reason of these terms and conditions or any breach or failure by the Customer.



**The GUARANTOR HEREBY FURTHER AGREES:**

1. This Guarantee and indemnity shall be a continuing Guarantee and Indemnity and shall not be prejudiced or affected by:-
  - a. Any other guarantee or any security or instrument, negotiable or otherwise which Siennalex may now or hereafter hold in respect of any moneys hereby guaranteed, or any judgment obtained by Siennalex, or any release, discharge, surrender or modification of or dealing with any such guarantee, security, instrument or judgment.
  - b. Any arrangement with or release of the Customer or any other guarantor or person by Siennalex or by operation of law, whether the consent of the Guarantor shall have been obtained, or notice thereof given to the Guarantor or not; or any omission or delay on the part of Siennalex.
  - c. The fact that the moneys payable by the Customer or any part thereof may cease to be recoverable from the Customer or from any other guarantor or person or for any other reasons than that the same have been paid, and to such extent as may be necessary to give effect to this sub-clause this Guarantee shall be treated as an indemnity.
  - d. Any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member, or the death, liquidation or bankruptcy of the Customer, or the assent of Siennalex to any composition, arrangement or scheme in respect of the Customer or the acceptance by Siennalex of any dividend or sum of money thereunder.
  - e. The failure of any other person named as party to execute this instrument.
  - f. Any variation of the terms upon which the goods and/or services are supplied to the Customer and paid for by the Customer even if the variation increases the Guarantor's liability.
  - g. Any claim the Customer may have against Siennalex.
  - h. Any act or omission by Siennalex which may result in prejudice to the Guarantor.
  - i. Any payment to Siennalex by the Customer which is later avoided by the application of any statutory provision.
  - j. The death of a Guarantor.
  - k. any other fact, thing or event which could or might have the effect of prejudicing or discharging the Guarantor's liability.
2. Until Siennalex has received one hundred cents in the dollar in respect of moneys hereby guaranteed, the Guarantor AGREES:
  - a. In the event of any bankruptcy or other administration of the Customer's estate or any winding up, official management or scheme of arrangement of the Customer the Guarantor will not without the prior consent of Siennalex lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof in trust for Siennalex.
  - b. If requested by Siennalex to lodge a proof of debt or similar claim in any such administration and enforce any such security as aforesaid, and to execute all such documents and do all such things as Siennalex may require to enable Siennalex to have and receive the benefit of or arising from any such proof, claim or security.
  - c. The Guarantor's liability hereunder shall be that of principal debtor.
3. A statement in writing signed by the manager or credit manager of Siennalex of the moneys due from or owned by the Customer or covered by this Guarantor shall be prima facie evidence of the amount so due or owing or covered by this Guarantee.
4. The Guarantor irrevocably appoints Siennalex as their attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorise an attorney to do, including without limitation the following:
  - a. to make, sign, execute, seal and deliver any document;
  - b. to execute any instrument or do any act which may result in a benefit being conferred on Siennalex;
  - c. to appoint substitute attorneys;
  - d. to exercise any rights or powers as trustee held by the Guarantor; and
  - e. to take possession of, use, sell or otherwise dispose of any asset of the Guarantor.
5. The Guarantor further agrees that;
  - a. the Guarantor has signed this Guarantee and Indemnity voluntarily;
  - b. the Guarantor has understood the nature and effect of this Guarantee and Indemnity in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to Siennalex and all amounts that the Customer may in the future owe to Siennalex, and has agreed to indemnify Siennalex against all losses, damages, costs and expenses which have or may be suffered or incurred by reason of these terms and conditions or any breach or failure by the Customer.
  - c. each Guarantor has compared his/her obligations and responsibilities under the Guarantee and Indemnity with those of any other person named in the Guarantee;
  - d. the Guarantor has considered the consequences to the Guarantor should he/she default in those obligations and responsibilities; and
  - e. The Guarantor agrees to be bound by the terms and conditions within this document and any other accompanying additional terms and conditions as if they were the principal debtor.
6. In this Guarantee and Indemnity the following rules of interpretations apply unless the context otherwise requires;
  - a. words denoting the singular number include the plural and vice versa;
  - b. words denoting natural persons include bodies corporate and unincorporated and their permitted assigns;
  - c. references to any party to this Agreement or any other agreement or instrument include the party's successors and permitted assigns; and
  - d. "Guarantor" means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns.
7. Where any provision of this Guarantee and Indemnity is rendered void, unenforceable or otherwise ineffective by operation of law that shall not affect the enforceability or effectiveness of the remaining provisions.
8. The Guarantor certifies that prior to the execution of this guarantee and indemnity the Guarantor had the opportunity to take independent legal advice in respect of its meaning and effect.
9. This document is executed as a Deed.