

TRADING ACCOUNT APPLICATION

SECTION 1 – APPLICANT DETAILS		Application Date:	
Customer type: (select one)	<input type="checkbox"/> Sole trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company <input type="checkbox"/> Trust
Trading Name: (as per ABN)			
Trustee Name(s):			
Trading as: (Registered Business Name)			
ABN:		ACN:	
Are you GST registered: Y / N		Are you a Hobby Farmer: Y / N (if yes please provide exemption certification)	
Type of business:		How long established?	
Street address: (including street name and number)			Postcode:
Postal address: (if different)			Postcode:
Telephone:		Mobile:	Contact Name:
Email:			
Statement method: (select one)	<input type="checkbox"/> Email or <input type="checkbox"/> Post		
Invoice method: (select one)	<input type="checkbox"/> Email or <input type="checkbox"/> Print		
DIRECTOR, PARTNER, SOLE TRADER OR TRUSTEE DETAILS			
	Full names of directors (if company), partners, sole trader or trustee	Residential address (tick box if same as above)	Date of birth (dd/mm/yy)
1			
2			
3			
4			
BANK DETAILS			
Bank:	BSB:	Account No.:	Account name:
PROPERTY DETAILS			
Name:	Location:	Owner:	
PIC:	NGR:	Ha:	
SECTION 2 – CREDIT LIMIT DETAILS			
Estimated monthly purchase: \$		Credit limit required: \$	
Primary Delta branch:			

SECTION 3 – ACKNOWLEDGEMENT AND DECLARATION

To : Delta Agribusiness Pty Ltd of 287 Boorowa St, Young, NSW, 2594 (Delta)

I/We the Customer named above (variously in this application called "I/we" and "me/us") agree, declare and acknowledge that:

- (a) if this credit application is accepted by Delta, all of its Conditions of Sale as amended from time to time (**Terms**) will be binding on me/us;
- (b) I/we have been given, read and understood the Terms currently employed by Delta at the time of completing this application;
- (c) I/we further acknowledge that if the Customer is a corporation, provision of credit pursuant to this application may at Delta's absolute discretion, be subject to and conditional upon the directors executing the attached Guarantee and Indemnity;
- (d) the information set out in this application is true and correct; and
- (e) Delta will rely on the information provided and is hereby induced to grant credit to me/us.

DECLARATION FOR THE NATIONAL CREDIT CODE:

I/We declare that the credit to be provided to me/us by Delta is to be applied wholly or predominantly for business and/or investment purposes.

(**Important:** In signing this application you may lose your protection under the National Credit Code.)

I/We consent to and authorise:

- (a) the request by Delta of credit reporting information about me/us from a credit reporting body for the purpose of assessing this application or in connection with the attached Guarantee and Indemnity;
- (b) the provision by Delta of credit information to a credit reporting body to allow the credit reporting body to derive credit reporting information about me/us;
- (c) the disclosure of credit reporting information about me/us by a credit reporting body to Delta, any agent of Delta assisting in processing the application and any other provider of credit to me/us named in this application; and
- (d) the disclosure by Delta of credit eligibility information to other credit providers and any collection agent of Delta.

DECLARATION FOR THE PRIVACY ACT:

I/We understand that the information permitted to be disclosed under the Privacy Act 1988 (Cth) includes:

- (a) details to identify me/us;
- (b) the fact that I/we have applied for credit, the amount, or that Delta is a current credit provider to me/us;
- (c) advice that payments previously notified as unpaid are no longer overdue;
- (d) repayment history information;
- (e) in specified circumstances, default information;
- (f) in specified circumstances, that in the opinion of Delta I/we have committed a serious credit infringement; and
- (g) the fact that credit provided to me/us by Delta has been paid or otherwise discharged.

I/we understand that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service.

Who must sign this application on behalf of the Customer:

Companies – Where there is only one director then that person must sign. Where there are two or more directors then two directors or a director + company secretary must sign.

Sole traders operating under their own business name – The individual must sign.

Partnerships – All partners of the partnership must sign.

Trustees – All individual trustees must sign, or for corporate trustee see directions for companies above.

Signature : _____	Print Name: _____	Date: _____
Signature : _____	Print Name: _____	Date: _____
Signature : _____	Print Name: _____	Date: _____
Signature : _____	Print Name: _____	Date: _____

SECTION 4 – TRADE REFERENCES

1.	Phone no:
2.	Phone no:
3.	Phone no:
4.	Phone no:

IMPORTANT: If you require a credit limit exceeding \$75,000 please complete the Guarantee and Indemnity on page 5 of this form or attach your financial records.

CONDITIONS OF SALE ("Terms")

1. DEFINITION

In these Terms:

Goods means all products and services agreed to be supplied by Delta or a supplier which has entered into an arrangement with Delta to supply products or services to the Customer under any contract, arrangement or understanding between Delta and the Customer including but not limited to goods described in any invoice Delta issues to the Customer.

Contract means any contract for the sale or supply of Goods entered into between Delta and the Customer and includes these Terms.

Customer means the person making the application or entering into a Contract with Delta;

Delta means Delta Agribusiness Pty Ltd ABN 93 118 781 445 and its agents, employees, controlled entities, and any related bodies corporate as defined in the Corporations Act 2001 (if such controlled entity or related body corporate is named as the party making or accepting the Customer's order of Goods).

Delivery Period means, where Delta provides a quotation for the supply of the Goods, the estimated delivery date or period for delivery of the Products (or delivery dates or periods, where delivery is by instalments) as specified in the quotation;

Force Majeure means a circumstance beyond the reasonable direct or indirect control and without the fault or negligence of the party claiming force majeure, including accident, pandemic, epidemic, fire, flood, strike, labour disturbance, riot, revolt, war, mandatory orders or acts of a governmental authority, and acts of God;

Insolvency Event means being in liquidation or provisional liquidation or under administration, having a controller (as defined in the *Corporations Act 2001* (Cth)) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cth)), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

2. APPLICATION OF THESE TERMS AND STATUTORY PROVISIONS

These Terms: (a) are subject to the provisions of the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law), any statutory amendment or re-enactment thereof for the time being in force and any other relevant and applicable State and/or Commonwealth legislation (the **Statutory Provisions**); (b) unless Delta otherwise informs you in advance or agrees in writing, these Terms are the only terms and conditions to which Delta will be bound and the Customer agrees that these Terms will in all circumstances prevail over the Customer's terms and conditions of purchase (if any); and (c) supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods, but not including any misrepresentations or misleading statement by Delta. Delta reserves its right to reject orders for Goods placed by the Customer prior to any such order being accepted by Delta, including where the Customer is in default under, or in breach of, these Terms.

3. LIMITATION OF LIABILITY

To the extent permitted by law, and without limiting any statutory rights of the Customer that cannot be limited or excluded (including any such non-excludable rights under the Australian Consumer Law), Delta limits its liability to the Customer for any loss or damage suffered by the Customer in connection with the supply of Goods to the Customer under these Terms to: (a) for the supply of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods, or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and (b) for the supply of services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again. Subject to the terms of this clause 3, neither party is liable to the other party for any indirect, special or consequential loss or damage howsoever caused.

4. TITLE

(a) Title to and property in the Goods shall not pass to the Customer and is reserved to Delta until the total purchase price for the Goods and any other amounts outstanding to Delta from the Customer have been paid in full. (b) The Customer acknowledges that until title in and to the Goods passes to the Customer in accordance with this clause, the Customer holds the Goods as bailee of Delta and that a fiduciary relationship exists between the Customer and Delta. (c) Until title in and to the Goods passes to the Customer in accordance with this clause the Customer shall store the Goods separately and in such a manner that they are clearly identified as the property of Delta and shall insure the Goods with a reputable insurer until title passes to the Customer. Delta shall be entitled until title in and to the Goods passes to the Customer to demand evidence of such insurance. If the Customer fails to pay for the Goods when due, Delta may demand return of the Goods and shall be entitled without notice to the Customer and without liability to the Customer to enter any premises occupied by the Customer in order to search for and remove the Goods. If the Customer sells any of the Goods while money is owed to Delta, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Goods in some farming or manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such farming or manufacturing or construction process as relates to such Goods on trust for Delta to the extent necessary to cover the amount owed to Delta for such Goods. (e) If the Goods are resold, or goods using or reselling the Goods are grown or manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales on trust for Delta to the extent necessary to cover the amount owed to Delta for such Goods. .

5. PERSONAL PROPERTY SECURITIES ACT 2009

(a) The Customer acknowledges that the Contract constitutes a security agreement for the purposes of section 20 of the Personal Property Securities Act 2009 (PPSA) and that a security interest exists in all Goods (and their proceeds) supplied by Delta to the Customer under the Contract. (b) The Customer will execute documents and do such further acts as may reasonably be required by Delta to register the security interest granted to Delta under the Contract under the PPSA.

(c) Until ownership of the Goods passes, the Customer waives the Customer's rights under the following provisions of Part 4 of the PPSA: (i) to receive a notice of intention of removal of an accession (section 95); (ii) to receive a notice that Delta decides to enforce its security interest in accordance with land law (section 118); (iii) to receive a notice of enforcement action against liquid assets (section 121(4)); (iv) to receive a notice of disposal of goods by Delta purchasing the Goods (section 129); (v) to receive a notice to dispose of Goods (section 130); (vi) to receive a statement of account following disposal of goods (section 132(2)); (vii) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(4)); (viii) to receive notice of any proposal of Delta to retain Goods (section 135); (ix) to object to any proposal of Delta to either retain or dispose of Goods (section 137); (x) to redeem the Goods (section 142); (xi) to reinstate the security agreement (section 143); (xii) to receive a notice of any verification statement (section 157(1) and section 157(3)); (d) The Customer further agrees that where Delta has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply. (e) Until ownership of the Goods passes, the Customer must not give to Delta a written demand or allow any other person to give Delta a written demand requiring Delta to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA. (f) The Customer acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to us under these Conditions of Sale. (g) For the purposes of Delta being able to exercise any of its rights under sections 123 or 128 of the PPSA, the Customer irrevocably grants to Delta (or an authorised agent or contractor appointed by Delta and notified by Delta to the Customer) the right to enter upon the Customer's property or premises at any time between the hours of 8am to 6pm by giving no less than 48 hours advance notice (or without notice where Delta, acting reasonably, considers that the provision of notice may lead to further losses being suffered by Delta). The Customer indemnifies Delta against any claims made by any third party as a result of such exercise of entry rights, except to the extent the relevant loss or damage suffered by the Customer, or the third party was caused by the gross negligence, fraud or wilful misconduct of Delta.

6. PAYMENT AND SERVICE CHARGES

Delta may (but is not obliged to), allow the Customer to purchase Goods under this Contract on credit. If credit terms are offered by Delta, the Customer must pay the price charged by Delta for the Goods within 30 days following the end of the month during which the Goods were supplied or provided, unless a shorter period for payment is specified on the front of the invoice in which case payment must be made within the specified period. The Customer is not entitled to withhold any payments or to refuse payment on the grounds of counter claims which are disputed by Delta. Should the Customer not pay within 30 days, Delta shall be entitled to charge a fee for overdue payment at the rate of 1.5% of the outstanding balance per month. Without limiting the rights of Delta under clause 7(a), Delta may by notice to the Customer and without having to provide any reasons, reduce or remove the ability of the Customer to purchase Goods on credit, including requiring the Customer to pay upfront (i.e. not on credit) for any Goods that it may wish to order from Delta under.

7. TERMINATION

(a) Either party may terminate this agreement by notice to the other party if: (i) the other party commits a breach of this agreement that is capable of remedy (including an obligation to pay money) and fails to remedy the breach within 14 days of a notice to do so being given by the other party; (ii) the other party commits a material breach of this agreement that is not capable of remedy; or (iii) to the extent permitted by law, the other party suffers an Insolvency Event. Termination or expiry of this agreement does not affect any accrued rights or remedies of either party, including any obligation of the Customer to pay monies owed to Delta and any interest that applies pursuant to clause 6, above.

8. PALLETS AND BULK CONTAINERS

Unless otherwise agreed to in writing all pallets on which Goods are delivered remain the property of Delta and must be returned at the Customer's expense in good order

and condition (fair wear and tear excepted) to the store of Delta from which they were delivered. Delta may levy a deposit charge for pallets and bulk containers which will be credited back upon their return. It is the Customer's responsibility to return empty returnable bulk containers (including bulk bags and bulk bins) in the same condition as they were supplied (fair wear and tear excepted) to the location from which they were supplied or other location nominated by Delta. At all times bulk containers supplied by Delta will remain the property of Delta and must not be used for any commodity other than that contained in the bulk containers at the time of delivery.

9. DELIVERY

In relation to the supply of bulk fertiliser or bulk materials: (a) The Customer acknowledges that: (i) Delta uses third party delivery contractors to deliver Goods to the Customer; (ii) logistical issues outside Delta's control may impact when and how the Goods are delivered to the Customer, the Goods may need to be delivered in parts and that each part delivery may occur on different days; and (iii) the Delivery Period is an estimate only. (b) While Delta will use reasonable endeavours to deliver the total quantity of the Goods by the end of the Delivery Period, Delta shall not be liable for any failure or delay in delivery due to logistical issues which are outside Delta's control. (c) If logistical issues arise which impact the quantity that can be delivered, Delta will notify the Customer as soon as reasonably practicable. (d) Where Delta cannot deliver the total quantity of the Goods by the end of the Delivery Period, Delta may, with the Customer's prior consent: (i) deliver part of the Goods within the Delivery Period and deliver the remaining Goods in another instalment within a reasonable period after the end of the Delivery Period; or (ii) vary the total quantity of Goods delivered and the Price. (e) Where the quantity of Goods is varied in accordance with clause 3.4, the Price will be adjusted to the revised price agreed between the parties.

10. FORCE MAJEURE

(a) Delay in or failure of performance by a party (other than the payment of money) does not constitute a breach of this Contract if and to the extent that the delay or failure is caused by Force Majeure, providing that the party claiming Force Majeure: (i) gives notice to the other party within 14 days of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect; and (ii) uses its best endeavours to resume fulfilling its obligations as promptly as possible and gives notice to the other party with written notice within 14 days of the cessation of the Force Majeure. (b) If a delay caused by Force Majeure continues for more than 21 days, either party may terminate this Contract giving 14 days notice to the other party.

11. GENERAL LIEN

In addition to any right of lien to which Delta may be entitled under the common law, Delta shall be entitled to exercise a general lien over all items in its possession belonging to the Customer until the Customer has paid in full for all Goods supplied by Delta to the Customer. Delta may to the extent reasonably necessary to protect its legitimate interests sell any item that is subject to the said lien, provided that Delta shall pay to the Customer any surplus proceeds that are realised by it from a sale of any such items after discharging in full all monies outstanding to Delta in respect of Goods that have been delivered by it to the Customer and all reasonable costs of sale incurred by Delta. The Customer acknowledges that Delta has a security interest (for the purposes of the PPSA) in these items, and the proceeds of these items, until the Customer has paid in full for all Goods supplied by Delta in accordance with this clause. The Customer will do anything required by Delta to enable Delta to register this security interest, with the priority Delta requires, and maintaining that registration. Despite this requirement for registration of this security interest, and regardless of whether or not it is actually registered, Delta may perfect this security interest by possession of the relevant items.

12. SEVERANCE

Each clause and subclause of these Terms is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses will not be adversely affected.

13. GOVERNING LAW

The contract shall be governed and construed in accordance with the law in force in the State of New South Wales. The Customer and Delta hereto irrevocably submit to and accept, generally and unconditionally, the non-exclusive jurisdiction of any of the courts of that State as Delta may elect with respect to any legal action or proceedings which may be brought at any time relating in any way to this Contract.

14. TRANSACTION TAX

Where a transaction tax, including a goods and services tax (GST) and any transaction taxes that come into existence after the date of these Terms, applies to any supply made under these Terms, Delta may recover from the Customer an additional amount on account of that transaction tax.

15. SET-OFF

Delta may, acting reasonably and by notice to the Customer, set-off any amount due and owing by Delta to the Customer on any account whatsoever, including any monies held by Delta for or on account of the Customer, against any amount due and owing by the Customer to Delta in respect of the Goods supplied by Delta under this Contract.

16. NOTIFICATION OF CHANGE OF DETAILS

Where any change takes places in the Customer's trading structure or management, including any change of director, shareholder or any change in partnership or trusteeship notwithstanding any advice by the Customer, to Delta, the Customer shall not continue to operate its credit account without Delta's prior written consent (such consent not to be unreasonably withheld), and the Customer shall remain liable for all amounts owed to Delta until the whole amount (including service and other charges) has been paid in full to Delta.

17. VARIATION OF TERMS

Delta may vary these Terms by reasonable advance notice to the Customer, provided that any such variation will not apply to any purchase of Goods already made by the Customer under these Term. If the Customer does not agree to the variation, the Customer must not order any further Goods from Delta and may terminate these Term by notice to Delta, in which case the Customer will no longer be permitted to place any orders for Goods with Delta unless the Customer subsequently agrees to Delta's then current trading account terms. Termination of these Terms under this clause 17 will not affect any accrued rights or remedies of either party.

18. TRUSTS

These Terms bind the Customer both personally and as trustee of any trust of which the Customer is trustee.

Office Use Only

Received by:

Date:

Comments:

.....

Approved by:

Date:

Credit Limit: \$

Account Opened:

Account Code:

GUARANTEE AND INDEMNITY
(must be completed where credit limit exceeds \$75,000)

In consideration of Delta agreeing at the request of the customer named in the Trading Account Application above (**Customer**) of which this Guarantee forms part (**Customer**) to sell goods or give credit to the Customer each person named as guarantor in the Schedule (**Guarantor**) enters into this Guarantee and Indemnity (**Guarantee**) in favour of Delta in the following terms:

1. DEFINITIONS

In this Guarantee, unless the context requires otherwise: **Administration** includes any Insolvency Event, administration or liquidation of a corporation, arrangement, receivership and management or anything similar; **Delta** means Delta Agribusiness Pty Ltd ABN 93 118 781 445 and its agents, employees, controlled entities and related bodies corporate as defined in the Corporations Act 2001; **Guaranteed Moneys** means all moneys which are, will or may be at any time in the future, owing or payable to by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable to pay the relevant Guaranteed Moneys but for its Administration, it will still be taken to be liable to pay such monies.

2. GUARANTEE

The Guarantor unconditionally and irrevocably guarantees to Delta the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) to pay an amount equal to the Guaranteed Moneys from time to time owing and whether or not any prior demand is made.
- (b) that this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Delta for the payment of Guaranteed Moneys;
- (c) the liabilities of the Guarantor and the rights of Delta under this Guarantee are subject to any rights at law which cannot be limited or excluded; and
- (d) if any payment by the Guarantor under this Guarantee or by the Customer is avoided, set aside, ordered to be refunded or reduced, rendered unenforceable by any laws relating to bankruptcy, insolvency, or liquidation, that payment will be taken not to have been made and Delta is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

This clause 2 and clause 3 do not apply to the Guarantor unless the Customer has breached a material term of the Agreement (which includes any payment obligation of the Customer); and (ii) Delta has provided the Customer with notice to remedy the breach in accordance with the terms of the Agreement, however the Customer has failed to remedy the breach within the period required to remedy breaches under the Agreement.

3. INDEMNITY

If the obligation of the Customer to pay the Guaranteed Moneys to Delta is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Delta against any loss or damage that Delta suffers as a result, except to the extent that the relevant loss or damage is caused by Delta. Delta need not incur any expense or make any payment before enforcing this right of indemnity.

4. WAIVER

No failure or delay by Delta to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Delta's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

5. CLAIM IN ADMINISTRATION

Until this Guarantee is released by Delta, the Guarantor will not without Delta's consent (such consent not to be unreasonably withheld), prove in any Administration of the Customer or of any Guarantor in competition with Delta.

6. APPLICATION OF MONEYS RECEIVED

If Delta receives or recovers money in respect of debts of the Customer or anyone else, Delta may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

7. CHARGE

Unless otherwise agreed in writing between Delta and the Guarantor (for example, where the Guarantor wishes to offer as security a specific asset or form of property and Delta agrees to that form of security), as security for payment to Delta of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor voluntarily charges in favour of Delta the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land and personal property) both current and later acquired.

8. TRUSTS

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

9. EXPENSES

The Guarantor must pay to Delta all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees on an indemnity basis) reasonably incurred by Delta in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

10. ACKNOWLEDGEMENT

The Guarantor acknowledges that the Guarantor: (a) has entered into this Guarantee voluntarily; (b) has read and understood the nature and consequences of entering into this Guarantee; (c) has not signed this Guarantee on the basis of any representation of any of Delta, its employees, agents or representatives or under the duress of any person (this clause 10(c) does not apply to any misrepresentation or misleading statements made by Delta, its employees, agents or representatives); (d) is entitled to seek independent legal advice before signing this Guarantee; and (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Delta and that the law applying in that State is the proper law governing this Guarantee and, failing such receipt, the Courts of the State of New South Wales.

11. SEVERANCE

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

12. INTERPRETATION

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

IMPORTANT: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

I have read and understood this document. I have not relied on anything said to me by the Customer or Delta as to what it means or what its effect may be.

SIGNED by each Guarantor in the presence of the witnesses named below

Guarantor's name (print):	Signature:
Guarantor's address:	
Witness' name (print):	Signature:
Witness' address:	
Guarantor's name (print):	Signature:
Guarantor's address:	
Witness' name (print):	Signature:
Witness' address:	