



Equipment Finance Equipment Loan

Terms & Conditions



26 February 2016

Delphi Bank – A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL / Australian Credit Licence 237879.

Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550

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Equipment Finance Equipment Loan
Terms and Conditions

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On signing the Details and returning it to us you make an offer to us to enter into the equipment loan contract. Your offer may be accepted by us as contemplated in the Details. You should carefully consider and fully understand the terms of the equipment loan contract before you sign the Details. We recommend that you obtain legal and financial advice before you sign the Details.

1. Your Declarations

1.1 You declare that:

- (a) the *collateral* is to be used wholly or predominantly for business or investment purposes or for both purposes; and
- (b) the Loan is to be spent wholly in acquiring the *collateral* and in meeting your obligations under this document; and
- (c) you own the *collateral* or are in the process of becoming the owner of it; and
- (d) these terms and conditions and the Schedule together with each Security set out the entire agreement and understanding between you and us on everything connected with the subject of this document and supersede any prior agreement or understanding on anything connected with that subject matter; and
- (e) you have told us about all rights that affect the *collateral*, or are proposed or likely to affect it (such as leases, *security interests* or the rights of a beneficiary under a trust); and
- (f) you have discharged or ended all rights that affect the *collateral*, or are proposed or likely to affect it (other than those to which we have given written consent); and
- (g) you have not breached any law or any obligation (including, where you are not an individual, obligations under your constitution) to any other person by signing this document; and

- (h) all the information you or any Guarantor have given us is correct and not misleading; and
- (i) you and any Guarantor have not withheld any information that might have caused us not to enter into any *transaction document*; and
- (j) you have satisfied yourself as to the merchantability, quality, suitability, safety and fitness for purpose of the *collateral*.

1.2 Clauses 1.3 and 1.4 apply if you or any Guarantor enter into this document (including the Guarantee contained in this document) as a trustee.

1.3 You also declare that:

- (a) you have the power as trustee of the trust to unconditionally enter into the *transaction documents* and perform your obligations under them; and
- (b) by entering into the *transaction documents* and performing your obligations under them you are properly performing your obligations to the beneficiaries of the trust; and
- (c) you have taken all steps necessary to allow you to enter into and perform your obligations under the *transaction documents*; and
- (d) you are validly appointed as trustee of the trust and you are the only trustee of the trust; and
- (e) no action has been taken to remove you as trustee or to appoint an additional trustee; and
- (f) you are entitled to be fully indemnified from the property of the trust for your obligations under the *transaction documents* (including the obligation to pay the *amount owing*) and the trust property is sufficient to satisfy this right of indemnity; and
- (g) you have not breached your obligations as trustee of the trust; and

- (h) the trust is duly constituted and no action has been taken to terminate the trust or revoke a power of the trustee; and
- (i) you have given us full particulars of the trust including a copy of the signed and stamped trust deed containing all the terms of the trust certified by you or, if you are a company, one of your directors or secretaries as being true and up-to-date; and
- (j) (without limiting our right of subrogation in relation to the trust) the rights of the beneficiaries to the trust property rank after the trustee's rights of indemnity against the assets of the trust (including the *collateral*); and
- (k) even though you enter into the *transaction documents* in your capacity as trustee, you are also personally liable to us to the full extent of your obligations under the *transaction documents* and your liability is not limited to the assets of the trust; and
- (l) the trust has been validly created and is in existence at the date you sign each *transaction document*; and
- (m) a date has not been declared under the trust deed as the date on which the trust will be vested or come to an end; and
- (n) it is in the best interests of the beneficiaries of the trust that you enter into the *transaction documents*; and
- (o) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the trust or on your trusteeship of the trust; and
- (p) you will not, without our prior written consent, exercise in your own favour personally, any right of indemnification, reimbursement, recoupment, lien or charge to which you might be entitled personally against or in respect of all money or other assets forming part of the trust; and

- (q) if any money or other assets which once formed part of the trust are at any time in your hands freed of their trust character by virtue of the exercise or purported exercise of any right of indemnification, reimbursement, recoupment, lien or charge, you will hold that money and/or those assets on trust for us to the extent to which any liability under a *transaction document* has not been satisfied.

1.4 You must:

- (a) not without our prior written consent cease to be the trustee of the trust; and
- (b) not without our prior written consent permit any change to the terms of the trust; and
- (c) ensure that the trust is not terminated or does not vest or cease to exist; and
- (d) not distribute any capital of the trust until there is no *amount owing* under this document; and
- (e) promptly give us, as and when from time to time we ask you to, copies of an up-to-date balance sheet and profit and loss account of the trust and any other information we require about the business or financial condition of the trust; and
- (f) subject to clause (p), not do anything which limits, prejudices or disposes of all, part of or an interest in your right to be indemnified or exonerated from the trust assets; and
- (g) notify us immediately in writing if the trust is determined or for any other reason ceases to exist and also notify us immediately in writing if you are required or directed by any of the beneficiaries of the trust to do any act or thing in relation to the trust or any asset of the trust; and
- (h) comply with all of the terms of the trust deed and with your obligations as trustee.

- 1.5 You must tell us if anything has happened which prevents you from repeating any one or more of the declarations in clauses 1.3 and 1.4 before we provide you with the Loan or other financial accommodation.

2. Provision of the Loan, payment of interest and repayment of principal

- 2.1 We are not obliged to make the Loan or any other financial accommodation available to you unless we:
- (a) have received, on or before the date of the Loan or other financial accommodation, each of the following in form and substance acceptable to us:
 - (i) this document and any Security, executed and delivered by the parties to it (other than us); and
 - (ii) where applicable and if required by us, evidence of the stamping and registration of each Security or a *security interest* constituted by it or an amount of money sufficient to enable us to stamp and register it; and
 - (iii) details of the *collateral* to be purchased with the Loan or financial accommodation; and
 - (iv) any other documents or information (whether originals or copies) which we, in our absolute discretion, consider necessary or desirable to examine or hold before providing the Loan or other financial accommodation; and
 - (b) are satisfied no *event of default* has occurred and is continuing, or would result from the provision of the Loan or other financial accommodation.
- 2.2 You must repay the Loan and interest on the Loan by consecutive, equal Instalment Amounts. Each Instalment Amount covers principal and interest.

The first Instalment Amount will be paid on the First Instalment Payment Date. Each subsequent Instalment Amount will be paid at the end of each and every Instalment Frequency until the expiration of the Term. If you fail to pay an Instalment Amount, we may charge further interest calculated at the Overdue Interest Rate on the amount due but unpaid from the due date until payment is received.

- 2.3 Interest on the Loan is calculated by applying the rate which applies to the Loan to the monthly balance of the Loan at the end of each month. Interest is debited monthly.
- 2.4 You must repay the outstanding balance of the Loan and all accrued interest by making the Balloon Payment (if any) on the Final Repayment Date. If you fail to pay this money when due, we may charge further interest calculated at the Overdue Interest Rate on the amount due but unpaid from the due date until payment is received.
- 2.5 If we require, you must repay any other *amount owing* on the Final Repayment Date. If you fail to pay this money when due, we may charge further interest calculated at the rate agreed between you and us from time to time in writing in relation to that amount and in the absence of agreement at the Overdue Interest Rate on the amount due but unpaid from the due date until payment is received.
- 2.6 If you fail to pay any other amount payable under this document when due we may charge further interest calculated at the rate agreed between you and us from time to time in writing in relation to that amount and, in the absence of agreement at the Overdue Interest Rate, on the amount due but unpaid from the due date until payment is received.

3. No right to earlier repayment

You may only repay the Loan and interest payable with respect to the Loan in accordance with clause 2. However, we in our absolute discretion, may allow repayment earlier than the Final Repayment Date on such terms and conditions as we may require.

4. Consequence of loss or damage to collateral

If the *collateral* is stolen, lost, defective or seriously damaged, we may give you a notice stating that the *amount owing* is immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount, or enforce any Security, or do both.

5. Administrative matters

- 5.1 You and any Guarantor agree that we may fill in any blanks in this document or any other *transaction document*.
- 5.2 You must pay for anything which you must do under this document.

6. We may perform your obligations

We may do anything which you should have done under this document but which you have either not done or in our opinion have not done properly. If we do so, you must pay our expenses in accordance with clause 9.2.

7. When you are in default?

You are in default if:

- (a) you do not pay the *amount owing* on time; or
- (b) you or any Guarantor do something you or the Guarantor agree not to do under a *transaction document*; or
- (c) you or any Guarantor do not do something you or the Guarantor agree to do, or another person does not do something you agreed that other person would do, under a *transaction document* within the period specified, or within seven days if no period is specified; or
- (d) you or any Guarantor give, or another person gives, us incorrect or misleading information (including through your declarations under clause 1) in connection with a *transaction document*; or

- (e) we reasonably believe you, any Guarantor or another person has acted fraudulently in connection with any *transaction document*; or
- (f) you or any Guarantor are an individual, and dies or is or becomes incapable of managing your or the Guarantor's affairs; or
- (g) you or any Guarantor are an individual, and a bankruptcy notice is filed in relation to you or the Guarantor; or
- (h) you or any Guarantor become an insolvent under administration within the meaning of section 9 of the Corporations Act or any steps are taken to make you insolvent; or
- (i) you or any Guarantor, if you or the Guarantor are a corporation, become, or any step is taken by which you or the Guarantor may become, an externally-administered body corporate within the meaning of section 9 of the Corporations Act or any steps are taken to make you or the Guarantor an externally-administered body corporate; or
- (j) a controller as defined in section 9 of the Corporations Act is appointed to any part of your property or the property of any Guarantor; or
- (k) if you or any Guarantor are a corporation, you or the Guarantor are or become deregistered, or any step is taken to deregister you or the Guarantor; or
- (l) you or any Guarantor cease or threaten to cease to carry on business or to transfer or dispose of all or a substantial part of your assets or the assets of any Guarantor; or
- (m) you or any Guarantor are a corporation and you or the Guarantor or any subsidiary of either passes a resolution:
 - (i) to permit the giving of financial assistance, whether directly or indirectly, for the purpose of, or in connection with, an acquisition or proposed

acquisition by a person of shares or of any right or interest in shares in you or the Guarantor or the subsidiary or any holding company or subsidiary of yours of the Guarantor; or

- (ii) for the reduction of share capital; or
- (iii) to limit the ability to make calls on uncalled share capital; or
- (iv) approving the purchase of any shares in itself other than redeemable preference shares; or
- (n) you or any Guarantor are a corporation and if any matter relating to it or any subsidiary of either becomes subject to a direction under or to an investigation under, or taken to be under, the Corporations Act or the Australian Securities and Investments Commission Act 2001 (Commonwealth); or
- (o) any Security does not have or loses the priority it is intended to have; or
- (p) an *event of default* (however described) occurs under any other *transaction document*.

8. Consequences of default

- 8.1 If you are in default, we may give you a notice stating that you are in default. If you do not, or cannot, correct the default within any grace period given in the notice or required by law (or if you are in default again for a similar reason at the end of any grace period given in the notice or required by law), then at the end of that period and without further notice to you the *amount owing* becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount, or enforce any Security, or do both.
- 8.2 You should inform us promptly if you are in financial difficulty.

9. Costs and expenses

- 9.1 You must pay our costs and expenses of preparing or executing, stamping and registering this document, any Security or any *security interest* constituted by them, and any discharge or release of a *security interest*.
- 9.2 You must pay us the expenses incurred by us in enforcing this document after you are in default (including in preserving and maintaining the *collateral* – such as by paying insurance and taxes for the *collateral*).

10. Taxes and GST

- 10.1 You must pay all taxes and charges imposed by statute or any Government Authority which are payable in relation to this document or any transaction contemplated by this document.
- 10.2 If GST is imposed on any supply made by us under or in connection with this document or the *collateral*, the amount you must pay for that supply is increased by the amount of that GST.

To the extent that we incur an amount of additional costs or expense or recover a lesser amount by reason of the impact of GST in connection with or arising out of this document, the *collateral* or any Security, that amount may be recovered by us from you.

11. Use of money received by us

- 11.1 Money received under this document is to be used towards paying the *amount owing* unless we are obliged to pay the money to anyone with a prior claim. However, if money received represents proceeds of an insurance claim, we may use it to replace the *collateral* or carry out other work on it.
- 11.2 If, at the time we receive the money, the *amount owing* is not then due for payment, we may retain an amount equal to that part. We must hold it and use it (and any net interest after tax) to pay the *amount owing* when it becomes due for payment.

- 11.3 We may use any money received under this document towards paying any part of the *amount owing* that we choose, such as by paying a later repayment before an earlier repayment. (This applies even if that part falls due after we exercise our rights under clauses 4 or 8).
- 11.4 We need not credit you with money until after we actually receive it.

12. Setting off money owed to you and combination of accounts

You must pay the amount owing in full without setting-off amounts you believe that we owe you and without counterclaiming amounts from us. However we may set-off against the amount owing any money we may owe to you or any Guarantor. We will promptly inform you if we exercise the right of set off contained in this clause and combine any of your accounts.

13. Withholding

If any law requires you or any Guarantor to make any deduction or withholding from any payment under this document or under any guarantee, then you or any Guarantor must pay to us such additional payments as are necessary to ensure that, after making the withholding or deduction, we receive an amount equal to the amount that we would have received if no deduction or withholding had been made.

14. Notices, other communications and service of documents

- 14.1 Notices, certificates, consents, approvals and other communications in connection with this document must be in writing and in the English language.
- 14.2 Communications from us may be signed by any of our employees. If you or any Guarantor are a company, communications from you or the Guarantor must be signed by a director.
- 14.3 Communications to you or any Guarantor may be:
- (a) given personally (if you or a Guarantor are a company, to a director); or

- (b) if you or any Guarantor are an individual, left at the residential or business address last known to us, or left at any address specified by you or the Guarantor; or
- (c) sent by pre-paid post to any address referred to in (a) or (b); or
- (d) sent by facsimile or telex to the residential or business facsimile or telex number last known to us; or
- (e) given by any other means permitted by law.

14.4 Communications to us must be:

- (a) given personally to one of our employees or agents at:
 - (i) the branch if applicable where you arranged this document; or
 - (ii) any other branch or branch of our agent that we tell you; or
 - (iii) our registered office or the registered office of our agent; or
- (b) sent by pre-paid post or electronically (such as by facsimile or telex) to any of those places; or
- (c) given by any other means permitted by law.

14.5 A communication is taken to be given:

- (a) in the case of a communication given personally – on the date it is received by the person to whom it is addressed;
- (b) in the case of a communication sent by post – on the date when it would have been delivered in the ordinary course of post; or
- (c) in the case of a communication sent by fax or some other form of electronic transmission – on the date on which the machine from which it was sent produces a report indicating the communication was sent to the recipient's facsimile number.

14.6 We may serve any document in a court action (including a writ of summons, other originating

process or third or other party notice) on you or a Guarantor by delivering it to the address last known to us or the place where the *collateral* is kept last known to us, or by leaving it at either of those places. This clause does not prevent any other method of service.

15. Our certificates

We may give you a certificate about a matter or about an amount payable in connection with this document. Unless there is a manifest error, the certificate is sufficient evidence of the matter or amount.

16. Prompt performance

If this document specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

17. How we may exercise our rights

- 17.1 We may exercise a right or remedy or give or refuse our consent under any *transaction document* in any way we consider appropriate including by imposing conditions.
- 17.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 17.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.
- 17.4 Our rights and remedies under a *transaction document* may be exercised by any of our employees whose title or acting title is or includes the word manager, accountant or officer or who is authorised by us to act as our attorney.

18. Your obligations and our rights are unaffected

- 18.1 Subject to clause 20, any present or future law that would otherwise vary your obligations under this document is excluded (to the extent allowed by law) if it affects our rights or remedies adversely.

18.2 This document does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any Security or right or remedy to which we are entitled; or
- (b) a judgement or order which we obtain against you in respect of the *amount owing*.

(We can still exercise our rights under this document as well as under the judgment, order, security, right or remedy).

19. Variation or waiver

A term of this document, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

20. National Credit Code

20.1 This clause 20 applies to the extent that a National Credit Code applies to this equipment loan contract.

20.2 If:

- (a) that Code would otherwise make a provision of this equipment loan contract illegal, void or unenforceable; or
- (b) a provision of this equipment loan contract would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this document is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

21. Inconsistent law

To the extent allowed by law and subject to clause 20, this document prevails to the extent it is inconsistent with any law.

22. Applicable law

This document is governed by the laws of the state and the laws of the Commonwealth of Australia. You and we submit to the non-exclusive jurisdiction of the courts of the state.

23. Assignment

- 23.1 We may assign or otherwise deal with our rights and interests under this equipment loan contract including the Guarantee or any Security in any way we consider appropriate and you and the Guarantor consent to us novating our obligations under this equipment loan contract to any person at any time. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights or novate our obligations under this equipment loan agreement, the Guarantee or any Security.
- 23.2 You may not assign or otherwise deal with your rights under this equipment loan agreement.

24. Joint and several liability

- 24.1 Where you comprise more than one person, the covenants and agreements on your part contained or implied in this document binds you jointly and each of you separately. Among other things, this means that each of you are liable both on your own and together for the whole of the *amount owing* and other payments which you must pay under this document. Where you comprise of more than one person, you agree that each of you may have access to information about this document without the other person's consent.
- 24.2 If there is more than one Guarantor named in the Details then the liability of each Guarantor is joint and several.

25. Commission

You acknowledge that we may pay a commission, fee or other remuneration to a person who introduces you to us, and agrees that the Loan may include such a commission, fee or other remuneration.

26. Code of Banking Practice

- 26.1 The Code of Banking Practice applies to this document if you are an individual or a “small business” as referred to in the Code of Banking Practice.
- 26.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services and cheques. This includes information about:
- (a) account opening procedures;
 - (b) the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
 - (c) options available under the tax file number legislation;
 - (d) our obligations regarding the confidentiality of your information;
 - (e) complaint handling procedures;
 - (f) bank cheques;
 - (g) the advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation; and
 - (h) the advisability of you reading the terms and conditions applying to this banking service.

Some of this information is contained in this document. This information is also set out in full in the Bendigo Bank Business Accounts and Facilities Terms and Conditions document. A copy of the Bendigo Bank Business Accounts and Facilities Terms and Conditions document can be obtained by contacting any Bendigo Bank branches, by telephoning 1300 236 344 or by visiting www.bendigobank.com.au

- 26.3 You should inform us promptly if you are in financial difficulty so that we may discuss your situation.

27. Statement of Account

We will not provide periodic statements of amounts owing and/or paid under this document.

28. Changes to Fees and Charges

- 28.1 Changes to standard fees and charges made after the date of this document will not affect your obligations under clause 9.1 of this document.
- 28.2 We will notify you of the introduction or variation of a government charge payable directly or indirectly by you under clause 10.1 of this document by advertisement in a national newspaper or in writing to you unless the introduction or variation is publicised by a government, government agency or representative body.
- 28.3 Information about standard fees is available by visiting our website at www.delphibank.com.au or by telephoning your Delphi Bank Relationship Manager or our Equipment Finance Department on 1300 309 789.
- 28.4 Information about interest rates applicable to equipment loans is available by visiting our website at www.delphibank.com.au or by telephoning your Delphi Bank Relationship Manager or our Equipment Finance Department on 1300 309 789. The interest rates stated on the website or provided by our Equipment Finance Department are those which are applicable to a facility where the applicant applies directly to us for approval of the facility.

29. Guarantee and Indemnity

- 29.1 In consideration of us at the request of the Guarantor entering into this document, the Guarantor guarantees to us:
- (a) the due and punctual performance by you of your obligations under this document or any holding over pursuant to this document; and
 - (b) payment of the *amount owing*.

- 29.2 As a separate obligation the Guarantor indemnifies us against any loss or damage which we suffer or sustain as a result of the non-payment of any money or the non-performance of any of your obligations under this document, any holding over pursuant to this document or consequent upon termination or expiration of this document.
- 29.3 The obligations of the Guarantor under this guarantee are principal obligations imposed on the Guarantor. We have the right to make a claim or demand upon the guarantor pursuant to this guarantee without having first taken any proceedings against you or any other person.
- 29.4 The Guarantor's obligations under this guarantee are not impaired or discharged by:
- (a) any variation (with or without the consent of the Guarantor) of this document;
 - (b) any breach, wilful or otherwise of any of your obligations under this document whether or not with the consent or knowledge of you or any Guarantor or us;
 - (c) the granting of any time, credit, indulgence or concession to you or to any Guarantor;
 - (d) the fact that the whole or any part of the moneys payable by you under this document may not be or may cease to be recoverable from you or from any other Guarantor;
 - (e) the fact that you or any other Guarantor may be discharged from all or any of your obligations to pay any moneys under this document for any reason other than that the same has been in full;
 - (f) you or any Guarantor, being an individual, dies, suffers from any mental incapacity or becomes insolvent under administration within the meaning of section 9 of the Corporations Act;
 - (g) you or any Guarantor being a company become an externally-administered body corporate within the meaning of section 9 of the Corporations Act;

- (h) the avoidance for any reason of any payment by you or on your behalf or by any guarantor;
- (i) the fact that any person who was intended to execute this document as Guarantor or otherwise to become a co-surety for your obligations under this document has not done so;
- (j) the transfer or assignment of the benefit of this document including this guarantee to any person or corporation;
- (k) any other matter or thing which, but for this provision, could or might operate to abrogate or reduce the Guarantor's liability.

- 29.5 Our rights under this guarantee are in addition to and do not merge with or affect any other securities now or subsequently held by us from you or from the Guarantor from any other person.
- 29.6 We are not obliged to marshal in favour of the Guarantor any security held by us or any other funds or assets that we may be entitled to receive or to have a claim upon.
- 29.7 Any security now or subsequently held by any Guarantor from you for your obligations to indemnify that Guarantor against liability under this guarantee must be held by the Guarantor in our favour and at the cost of the Guarantor as security for the Guarantor's liability to us. The Guarantor must upon request deposit that security with us or assign it by way of security to us.
- 29.8 The Guarantor must not compete with us for any dividend or distribution in any winding up, scheme of arrangement or management or administration of you or claim any set-off or make any counterclaim against you.
- 29.9 All moneys received by us which are capable of being applied by us towards payment of any moneys then due, or which may become due under this document must be regarded as payments in gross. The Guarantor has no right to claim the benefit of

any moneys so received until we have received the whole of the moneys due or which may become payable to us under this document.

29.10 Where the Code of Banking Practice applies to this document, and the Guarantor is an individual, the following additional provisions apply:

- (a) the Guarantor's liability under this clause 29 is limited to the amount equal to the total payments stated in the Details plus GST, plus:
 - (i) any costs;
 - (ii) any overdue interest; and
- (b) our rights under clause 29.3 to make a claim or demand upon the Guarantor pursuant to this guarantee without having first taken any proceedings against you are subject to the Code of Banking Practice.

30. Privacy

We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us. You can obtain information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website at www.delphibank.com.au

31. Anti-Money Laundering & Counter-Terrorism Financing (AML/CTF), identification and information requirements

- 31.1 We may delay, block or refuse to make a payment to you or to a supplier or seller of goods under this contract if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country. We will incur no liability if we do so.
- 31.2 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third parties.

- 31.3 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 31.4 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.
- 31.5 In the event that we are unable to properly confirm your identity, we may at our sole discretion, refuse to make a payment to you or to a supplier or seller of goods under this contract until such time as your identity can be confirmed.
- 31.6 We may request, and you must provide:
- (a) any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us; and
 - (b) any information which we reasonably require to comply with any laws in Australia or any other country.
- 31.7 We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents or any other information provided by you to third parties as required by any laws in Australia or any other country.

32. Confidentiality

You and we agree that the terms and conditions of this document and any related documents and information are confidential. You and we agree that the content of these documents and such information will not be disclosed except to the extent and for the purposes such disclosure is expressly permitted by this document or required by law (other than s.275(1) of the PPSA).

33. Definitions

In this equipment loan contract:

amount owing means, at any time, all amounts that at that time, for any reason or circumstance, are payable, are owing but not currently payable, are contingently owing, or remain unpaid by you to us in connection with this equipment loan contract.

Balloon Payment means the amount of the balloon payment outlined in the Details.

Bendigo and Adelaide Bank Group means Bendigo and Adelaide Bank Limited and its related bodies corporate.

Code of Banking Practice means the Code of Banking Practice published by the Australian Banker's Association.

collateral means the equipment described in the Details.

Corporations Act means the Corporations Act 2001 (Commonwealth).

Details means the document headed Equipment Loan and Specific Security Agreement Details which is executed by you and which forms part of this equipment loan contract.

equipment loan contract means the contract formed upon our acceptance of your offer contained in the Details.

event of default means each of the events specified in clause 8 and includes any one or more of them.

Final Repayment Date means the Final Repayment Date outlined in the Details.

First Instalment Payment Date means the First Instalment Payment Date outlined in the Details.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means any tax in the nature of a consumption tax, a goods and services tax, a value added tax or similar tax including, without limitation, any tax arising under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and associated legislation.

Guarantee means any guarantee or indemnity given by a Guarantor.

Guarantor means each person.

Instalment Amount means the instalment amount outlined in the Details.

Instalment Frequency means the instalment frequency outlined in the Details.

Loan means the principal amount to be made available from us to you, the details of which are contained in the Details.

Overdue Interest Rate means the rate which is 2% higher than the rate which applies to the Loan.

person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

PPSA means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it.

premises means the premises the details of which are outlined in the Details.

Security means each security specified in the Details and any other security for the payment of the *amount owing* including a *security interest*.

security interest:

- (a) in relation to any personal property (as defined in the PPSA) has the same meaning as in the PPSA; and
- (b) in relation to any other property to which the PPSA does not apply, means any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power.

state means the state or territory of our address specified in the Details.

Term means the Term outlined in the Details.

transaction documents means this document, each Security, any document you acknowledge in writing to be a *transaction document* and any other document connected with any of them.

we means Delphi Bank – A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL / Australian Credit Licence 237879 and our successors and assigns. “us” and “our” have corresponding meanings.

you means the person or persons named in the Details as “Borrower”. If there are more than one, “you” means each of you separately and every two or more of you jointly. “you” includes your successors and assigns.

34. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) Reference to one gender includes any other gender.
- (c) A reference to:
 - (i) a document includes any variation or replacement of it; and
 - (ii) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
 - (iii) any thing (including the *amount owing* and the *collateral*) includes the whole and each part of it; and
 - (iv) the word “include” or any form of that word must be construed as if it were followed by “(without being limited to)”;
- (d) The Details, including any Special Conditions set out in the Details, is incorporated into and forms part of this document. All references to “this document” include the Details.



To find out more

Call **your Delphi Bank Relationship
Manager or 1300 309 789**

Visit **delphibank.com.au**

Or ask in branch

This information is current as at 26 February 2016. Before taking up any of Delphi Bank's products or services you should consider if they are appropriate for you. Delphi Bank recommends that you read the respective Terms and Conditions and other Disclosure documents before deciding to acquire or use any of the Bank's products or services. These documents can be obtained at any of our branches or by visiting our website www.delphibank.com.au

Delphi Bank – A Division of Bendigo and Adelaide Bank Limited,
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(S54412) (V002) (02/16) BEN50DBMB028