General Terms and Conditions of Contracts, Delivery and Services of HUESKER Australia Pty Ltd in business transactions with companies - version April 2026.

1. Scope

1.1 These General Terms and Conditions of Contracts, Delivery and Services (GTCs) shall apply exclusively to all customers including persons or legal entities which purchase the goods or service for whatever purpose, including any Guarantor of the customer.

1.2 The General Terms and Conditions set forth below, including the HUESKER Compliance Guideline (HUESKER CG), which can be found at https://www.huesker.com.au/company/compliance/ shall apply exclusively to all orders from our customers. Where our General Terms and Conditions and the HUESKER CG are initially implemented in any transaction with a customer, they shall also apply to all further transactions between the customer and ourselves unless otherwise expressly agreed in writing.

Differing terms and conditions provided by the "customer", shall not apply to any order by the customer and such differing terms and conditions shall not be deemed to apply unless Huesker provides its specific acknowledgement or consent, and this shall also apply to future contracts.

The customer expressly acknowledges that it accepts Huesker's terms and conditions.

1.3 These General Terms and Conditions shall apply to all orders made by customers post 1 April 2017.

2. Information / Advice

2.1 Information and explanations regarding our products and services shall be provided solely on the basis of our experience to date. Values specified in this context shall be deemed average values of our products.

Unless otherwise expressly agreed, we shall not be responsible for our products and/or services being suitable for the requirement or objective of the customer or a third party supplied by the customer, unless Huesker has agreed to provide the product or services for that specific requirement or objective.

2.2 Any information about our products and services, especially information in our quotations and brochures and on the internet and the illustrations, drawings, measurement, property or performance characteristics contained therein and other data, especially technical data or information on ingredients, is provided as general guidance or information and does not constitute advice, representations, warranties or promises as to the products or services. This shall apply accordingly to statements made by our employees unless otherwise agreed in writing. Data of our products without tolerances, as may be included on our website or in our catalogues and/or brochures, are subject to production-related deviations and changes customary in the trade and/or industry, especially due to further developments in production technology and related materials. Huesker accepts no responsibility for any minor variation to such data in the production of the product or provision of the services.

2.3 If we provide instructions for use, these shall be drawn up with the care customary in the industry but do not release our customer from the obligation to inspect the products carefully regarding their suitability for the purpose intended by the customer. The customer shall be obliged in any case, unless otherwise agreed, to accept responsibility as to whether our products and/or services can be used for the purpose intended by the customer.

2.4 We only assume an obligation to provide advice exclusively on the basis of a separate, written consultancy agreement.

2.5 Reference to standards, similar regulations and technical information, descriptions and illustrations of the delivery item in quotations and brochures on the internet and in our advertising as well as to analyses provided or description of physical properties shall only represent a property of our products when we have expressly declared the quality to be a "property of the product". These are otherwise non-binding, general specifications of performance. This shall also apply to statements made by our employees unless otherwise agreed in writing.

2.6 We shall only be deemed to have given a guarantee if we have designated a property and/or the outcome of performance as "guaranteed" in writing.

2.7 We shall assume no liability that our products or services can be used and/or registered and/or marketed for the customer's intended purpose other than liability prescribed by law unless we have agreed otherwise in writing with the customer. This shall not affect the stipulation in paragraph 11.

2.8 The customer shall be obliged to provide us in due time and in full all information and data required to provide the product or service.

2.9 If the customer fails to comply with its obligations stated in para. 2.8 we shall have the right to charge the customer separately for expenses and costs we incur as a result.

3. Specimens / Documents and data provided / Samples / Estimates of cost

3.1 Properties of specimens or samples shall only become an integral part of the contract if this is expressly agreed in writing. The customer is not authorised to use and pass on samples. Where goods are sold by us based on a sample, deviations therefrom in the goods supplied shall be acceptable and shall not

give cause for complaints or claims unless the deviation has a significant impact on the normally intended use of the delivered goods and the delivered goods comply with any specifications agreed, unless otherwise agreed.

3.2 We shall retain all title and copyrights to samples, illustrations, drawings, data, estimates of cost and other documents about our products and services disclosed or provided to the customer. The customer undertakes not to make the samples, data and/or documents specified in the foregoing sentence available to third parties unless we give our express written consent, and to return them to us on request.

Documents, drawings or data provided by the customer shall be retained by Huesker on the basis that such documents, drawings or data shall only be utilised for the purposes of the customer's order or delivery thereof or provision of the services.

4. Conclusion of contracts / Scope of delivery and service / Procurement risk and guarantee

4.1 Our quotations are subject to change unless they are expressly designated as binding or expressly contain binding commitments, or their binding nature was otherwise expressly agreed. They are requests for orders.

The customer shall be bound by its order or any reorder following the first order upon receipt of same by Huesker.

4.2 Huesker may reject any order received from the customer at its discretion provided that Huesker shall notify the customer in writing within 5 business days of receiving such order. Where Huesker issues an order confirmation to the customer, Huesker shall satisfy such order, subject to the terms hereof.

Delivery of the products or services by Huesker to the customer shall constitute confirmation in lieu of an order confirmation.

4.3 In the event of call orders or acceptance delays caused by the customer, we shall have the right to procure the material for the entire order and to manufacture the total quantity ordered immediately and the customer shall be responsible to buy the total quantity ordered. After the order is placed, no change requests from the customer can, therefore, be considered unless expressly agreed in writing.

4.4 The customer must notify Huesker in writing at the time of order of any special requirements for our products. If the customer requires any subsequent variation to the products or services, Huesker will attempt to accommodate that requirement but at the customer's cost.

Unless otherwise expressly agreed, we shall only be obliged to supply the ordered products as goods which are marketable and eligible for approval in Australia or New Zealand.

4.5 Where Huesker experiences delay in obtaining supply of products to satisfy any order, Huesker shall notify the customer as to the nature and extent of the delay and the anticipated delivery date thereof and where such anticipated delivery date is more than 30 days after the initial delivery date specified by the customer's order then the customer shall be at liberty to cancel such order.

4.6 Where a customer's order requires Huesker to procure products which are not Huesker products, Huesker shall use its best endeavours (following acceptance of the order) to undertake procurement of such products but the risk of procurement shall not be Huesker's responsibility and any delay in delivery or the unavailability of such products shall not give the customer any right or entitlement to cancel the order other than in relation to such products required to be procured.

4.7 If acceptance of the products or their shipment or the acceptance of our service is delayed for a reason for which the customer is responsible, we shall have the right, after setting an extension of time of 14 days which has expired, at our option to request immediate payment of the purchase price, or to terminate the contract or refuse performance and request damages in lieu of full performance. The time limit must be given in writing or email form.

In the event of our claiming damages as stipulated above, the damages to be paid shall amount to 20 % of the invoice amount in the case of orders for products, or 20 % of the agreed remuneration in the case of service contracts. The customer agrees that the percentages referred to above are a fair and reasonable assessment of Huesker's loss.

4.8 If shipment is delayed/changed at the customer’s request or for reasons for which the customer is responsible, we shall have the right to store the goods, beginning on expiry of the reasonable period set in the notice in writing that the goods are ready for shipment, at the customer’s risk of loss and deterioration of the goods, and to invoice the costs incurred for this at 5 % of the net invoice amount of the stored goods for each full week or part thereof. The stored goods shall only be insured at the customer’s specific request. This shall not affect the assertion of any further rights. The customer acknowledges that the percentage referred to above is a fair and reasonable assessment of Huesker's cost. Furthermore, we shall have the right, after the foregoing period according to para. 4.8 sentence 1 expires, to dispose of the contract goods otherwise, and to make a new delivery to the customer after a reasonable period and the customer shall be responsible for any loss or additional cost incurred by Huesker.

4.9 If an order or call for delivery is delayed by the customer, we shall have the right to postpone the delivery by the same period of time as the customer is behind schedule plus a scheduling period of 4 working days.

If an order on call is agreed, we must receive the individual calls, unless otherwise agreed, at least 6 weeks prior to the requested delivery date, unless a shorter call or delivery period was agreed. Unless agreed to the contrary, the customer shall be obliged to take delivery of the purchased goods in full within the period specified in the order confirmation where no order confirmation is issued, the customer must take delivery of the purchased goods when notified by Huesker that the goods are available. If the goods are not called in due time, we shall have the right to remind the customer of the calls and to set an extension of time for delivery of 14 days. After expiry of that period, we shall have the right to terminate the contract and request damages in lieu of performance.

4.10 Unless otherwise expressly agreed in writing, we shall only be required to provide user information for our products and a product label in English.

4.11 We reserve the right to change the specifications of the goods in so far as this is necessary to comply with legal requirements provided that such change does not cause any deterioration in terms of quality and usability for the usual purpose, and, if fitness for a specific purpose was agreed, for that purpose.

We shall have the right to make partial delivery of products or excess or short deliveries of up to 5 % of the agreed delivery quantity.

4.12 Once an order has been accepted by Huesker it shall not be cancelled or varied without the prior written consent of Huesker (which may be given or withheld in the absolute discretion of Huesker and if given, subject to such conditions as Huesker shall impose) and in such event the Buyer shall pay (in the case of cancellation) a fee of 10% of the Purchase Price and in the case where Goods have been delivered to the Buyer a fee of 30%, upon payment of a fee of 30% of the Purchase Price. All costs of packing, carriage, freight, insurance and duties or taxes relating to delivery to and from the Buyer shall be paid immediately by the Buyer upon receipt of an invoice for same from Huesker. Any and all materials will only be considered for return within 6 weeks from its original delivery date, no returns will be considered after this period. Materials will only be accepted by Huesker for return after Huesker has had the opportunity to inspect the material received to Huesker’s nominated warehouse,

In addition, we shall have the right to deliver goods with deviations customary in the trade in terms of quality, dimensions, weight, colour and equipment. Such goods shall be deemed to conform with the contract.

5. Delivery / Delivery time / Default in delivery / Packaging / Installation and assembly

5.1 Binding delivery dates and periods must be agreed expressly and in writing as binding. We shall make every endeavour to meet delivery dates and periods that are not binding or approximate (approx., about etc.). Any failure to meet binding delivery dates shall be subject to the liability limitations and caps set out in clause 5.7. Delivery dates and periods that are not expressly agreed as binding (approx., about, etc.) do not give rise to any claims under this contract.

5.2 If the customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin when we confirm the change and the customer shall be responsible for any additional costs incurred by Huesker.

5.3 The customer will accept delivery prior to the delivery date provided Huesker first notifies the customer of its intention to deliver products early.

5.4 The unloading of the products delivered shall be at the customer's risk and cost.

5.5 Where Huesker's quotation and the customer's order include transportation to the customer's nominated site, the customer shall pay for such transportation as part of the order. Where the customer nominates its own means of transport, Huesker shall have no liability for transport or insurance in relation to the goods and where the customer's means of transport is delayed or otherwise not available to deliver the goods by the delivery date, Huesker shall be at liberty to arrange its own transport at the customer's risk and cost.

5.6 If there is no delivery date specified in the order, Huesker shall notify the customer when the goods are ready for delivery and the provisions of the previous sub clause hereof shall apply. If there is a delay in the customer's transport and the goods are required to be stored by Huesker then the storage costs referred to in clause 4.8 hereof shall apply.

5.7 Any claims made by the customer arising as a result of Huesker's default shall, to the exclusion of any other claims amount to and be limited to 0.5% of the net invoice amount per week to a maximum of 5.0% of the net invoice amount. The customer shall not be entitled to any further compensation or claim. No consequential, indirect, or economic loss shall be recoverable.

5.8 The customer shall be responsible for properly disposing of packaging.

6. Force majeure / Delivery subject to availability

6.1 Huesker shall not be liable to the customer for any failure to perform its obligations under these terms and conditions by reason of any cause or circumstance beyond Huesker's reasonable control and which could not have been prevented or avoided by Huesker taking reasonable steps to avoid such cause or circumstance which include but are not limited to, acts of God, power failures, riots, strikes, lockouts, labour disputes, fires, war, flood, civil disturbance, earthquake or other disaster or Government action.

Where such a cause or circumstance delays Huesker's performance it will:

(a) notify the customer as soon as practicable of that cause or circumstance and provide an estimate of the time likely to be required to overcome it,
(b) use its best endeavours to overcome the cause or circumstance and minimise the loss to the customer, and
(c) continue to perform its obligations as far as practicable.

Should the cause or circumstance continue for a period exceeding 30 business days from the date of Huesker's notice to the customer, the customer may, by giving Huesker 20 business days written notice, terminate or cancel the order wholly or in part.

Huesker shall not be liable to the customer for any loss of profit, use, data, production, business, loss of any contract or anticipated saving or any other consequential loss arising as a consequence of such delay or default by Huesker.

7. Shipment / Passing of risk / Taking of delivery

7.1 Unless otherwise agreed in writing, delivery shall be ex works Incoterms 2010.

7.2 All delivery dates provided are estimated and never guaranteed. Huesker will not be liable for any damages should delivery dates be different to those discussed at time of order placement.

7.3 Where Huesker agrees to arrange transportation of the goods to the customer, unless otherwise agreed, Huesker reserves the right to choose the route and means of transport (taking into account the customer's wishes) and any additional expense shall be borne by the customer.

7.4 The risk of loss or accidental deterioration shall pass to the customer, and unless otherwise specified in the order and agreed by Huesker, the customer shall be responsible for the goods from the time of notification by Huesker that the goods are ready for delivery.

7.5 Title in the goods shall not pass to the customer until payment of Huesker's invoice and all or any other moneys outstanding to Huesker in relation to the goods.

7.6 The customer agrees that these terms and conditions and the order constitute a security agreement pursuant to the *Personal Property Security Act* (Cth) (PPSA) and the Security Interest created hereby is attached to the Huesker products or other personal property of the customer that is not a circulating asset or that is or becomes a circulating asset (both present and future).

In relation to this Security Interest the customer waives its rights in relation to the goods and its rights to receive notices for the purposes of the PPSA, so far as is allowed by that law.

The customer will sign and execute all or any documents necessary or as may be required by Huesker to perfect this security under the PPSA.

8. Notice of defects / Warranty

8.1 Within five (5) business days of delivery of the goods, the customer must inspect the same and notify Huesker of any defects of a material nature as to either the quantity or quality of the goods delivered.

8.2 Upon receipt of such notification from the customer, Huesker will examine the goods to verify the nature and extent of such defects.

8.3 Huesker's obligation in relation to such defects shall be limited to repair and/or replacement of such defective goods. Huesker shall not be liable for any consequential loss suffered by the customer in respect thereof.

8.4 Following verification of the nature and extent of such defects by Huesker, the customer shall be afforded the opportunity to acquire such goods at a reduced price as negotiated with Huesker whereupon the customer's rights in relation to such defects shall be deemed satisfied.

8.5 Where the customer fails to give notice of defects as herein specified, the customer's rights in relation to such defects shall be deemed satisfied or to have lapsed.

8.6 Any warranty in relation to the products either expressed herein or implied by law shall be limited to a period of 12 months from delivery, so far as the law allows.

8.7 Any claim for damages by a customer arising out of or as a consequence of defective performance of the goods shall be limited to claims arising as a consequence of material defects in the goods including defective manufacturing or materials. Liability under this clause shall be limited to 5% of the net invoice amount of the affected goods. Huesker shall not be liable for any consequential, indirect, or economic loss. Exceptions to this limitation apply only in cases of proven gross negligence, intentional misconduct by Huesker, or injury or death of a person.

8.8 Defects arising from third Party Independent testing and its results; Where projects specifications require material to be tested by independent laboratories and such tests are the responsibility of the owner, auditor, designer or installer, these tests must be commissioned within 2 calendar weeks from the delivery of material at destination. Any claims arising from material defects related to independent third-party test results shall be made within 30 days from material delivery at destination. Where the customer fails to give

notice of defects as herein specified, the customer's rights in relation to such defects shall be deemed satisfied or to have lapsed.

8.9 A Huesker Australia representative must be present to witness the sampling procedure of any material required to be independently tested. If a Huesker representative is not present during the sampling of material, the correspondent test results will not be considered valid or binding.

9. Prices / Payment terms

9.1 All prices quoted are in Australian Dollars and all quotations for goods are ex Works and exclude packaging for shipment by sea or air, freight, postage and insurance unless otherwise specified.

The customer shall be liable for all taxes or charges incurred, including GST.

9.2 The price of goods and services shall be paid for by the customer upon receipt of notification that the goods are available for delivery and the services are ready to be provided, unless otherwise agreed.

9.3 Prices quoted shall be valid for 10 business days.

9.4 If, according to the contract, we bear the freight charges by way of exception, the customer shall bear the transport or additional costs arising from increases in transport or freight rates.

9.5 The customer shall pay interest calculated at 10% per annum on daily rests from the date of invoice until payment provided that if payment is made by the due date, interest shall be waived.

9.6 If payment terms are not met by the customer, Huesker has the right to cease work on current orders, decline future orders or stop delivery and the customer shall reimburse Huesker for all losses or damages incurred as a result of non-performance of the contract. In addition, the Guarantor nominated by the customer acknowledges and agrees to pay to Huesker all moneys due to Huesker by the customer, upon default by the customer in accordance with the terms of clause 16 hereof.

9.7 If material supply quantities change by more than 10% compared to that which was stated on our supply proposals or order confirmations, we reserve the right to amend our material supply and transport rates.

10. Retention of title / Right of lien

10.1 We retain title to all goods we deliver until all amounts due to Huesker are received.

10.2 If the customer re-sells the goods the subject of retention of title under clause 10.1, prior to payment to Huesker, the funds received by the customer shall be held on trust for Huesker.

10.3 In the event the customer is in breach of the contract. Huesker shall have the right, without terminating the contract, to take back all goods subject to retention of title. The customer shall be obliged in this case to surrender the goods automatically. We may at any time enter the customer's business premises or any other premises in which the goods are stored or located to determine the stock of the goods delivered by us and re-take possession thereof. Taking back the goods subject to retention of title shall not automatically terminate the contract

10.4 If the goods subject to retention of title are processed by the customer or connected inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the invoice value for our goods to the invoice values for the other processed or connected items. If our goods are connected with other movable items into a uniform item that is deemed the principal item, the customer hereby assigns co- ownership thereof to us in the same ratio. The customer shall be obliged at any time at our request to provide us with the information required to assert our ownership or co-ownership rights.

11. Limitation of liability

11.1 Huesker's liability in relation to the supply of product and delivery of services is limited in amount for each individual case of damage to a maximum liability coverage 5% of the net invoice amount except where such damage may arise as a consequence of fraud or gross negligence or where such claims relate to the injury or death of a person.

11.2 To the extent permitted by law, any liability of Huesker for claims arising in relation to the supply of goods or services shall be several only and proportionate to Huesker’s share of responsibility. Nothing in these terms attempts to contract out of the proportionate liability provisions under the Civil Liability Act 2003 (Qld).

12. Jurisdiction and Applicable law

12.1 The laws of Queensland, Australia shall be the applicable law in the interpretation of these conditions and the parties submit to the jurisdiction of the Courts of Queensland, Australia.

13. Confidential information and Intellectual Property

13.1 The customer acknowledges that Huesker retains all right, title and interest in all intellectual property relating to the products and services the subject of any order.

13.2 Where required, the customer shall be granted a licence to use such intellectual property, but the customer must not reproduce, use or otherwise deal with any such intellectual property without the written consent of Huesker, which licence may be revoked at any time by notice in writing from Huesker to the customer.

13.3 The customer will not and will ensure that its personnel do not disclose to any person any confidential information or intellectual property of Huesker (including the terms of this agreement) unless required to do so by law or for the purposes of obtaining legal or financial advice.

13.4 The obligations under this clause 13 shall survive cancellation or termination of any order.

14. Export / Import regulations

14.1 Huesker shall ensure that the products imported into Australia comply with Australian regulations and laws and are approved for use in Australia.

14.2 Where the customer proposes to export the products out of Australia, the customer shall be obliged to comply strictly with all relevant export regulations and embargos for the goods and that all product approvals and registrations are obtained by the customer before exporting the same, including all or any requirements required to satisfy any embargo or restriction.

14.3 The customer hereby indemnifies Huesker against any loss, damage, fine, penalty, imposition or restriction which may arise as a result of a breach of this provision.

15. General Provisions

15.1 The customer may not assign the rights and/or obligations under any order without the prior written consent of Huesker which may be withheld at Huesker's sole discretion.

15.2 Where the customer is insolvent (unable to pay its debts as and when they are due), Huesker may immediately terminate or cancel any order without notice and the customer shall be liable to Huesker for any loss or damage suffered by Huesker as a consequence of such cancellation or termination.

15.3 All agreements, collateral agreements, assurances, and variations to orders shall only be valid when given in writing.

15.4 If any provision of these terms is or shall become invalid/void or unenforceable in whole or in part for reasons relating to the Law then such provision shall be deleted, and the remaining provisions shall nevertheless apply.

15.5 Any notice, approval, consent or other communication, including orders and confirmation of orders must be:

(a) in writing,
(b) hand delivered, sent by pre-paid post, sent by facsimile or sent by electronic mail (email) to the last notified address, facsimile number or email address of the party for whom it is intended.

Any such communication shall be taken to be received if:

(a) delivered personally, on the date of delivery,
(b) posted in Australia, on the 5th business day after posting, if posted overseas, on the 7th day after posting,
(c) sent by facsimile, at the time shown on the transmission report, or
(d) sent by email, on the time shown in a delivery confirmation report or upon receipt of a non-automated response.

15.6 If a dispute arises between the parties as to the construction of these terms and conditions then the parties must meet within seven days of service of a Notice of Dispute and attempt in good faith to resolve the dispute.

If the dispute is not resolved within 14 days of the initial meeting, then the parties must mediate the dispute in accordance with the mediation guidelines recommended by The Law Society of Queensland or by the appointment of some other independent mediator.

Neither party shall be entitled to commence Court proceedings relating to any dispute without first complying with this provision except where the party seeks urgent interlocutory relief.

15.7 The customer shall ensure that it complies with the Chain of Responsibility legislation or all or any regulations, industrial awards and road transport requirements in relation to the transportation of the goods.

15.8 The customer shall pay GST in relation to all orders in accordance with the requirements of A New Tax System (Goods & Services Tax) Act 1999 or any replacement or amendment thereto.

15.9 For the purposes of all or any warranties express or implied relating to the goods or the services provided by Huesker, the customer acknowledges that the effective warranty period shall be limited to 12 months from the date of supply or delivery.

15.10 The customer acknowledges that Huesker shall not have liability for consequential loss arising out of any contract constituted by the order and these terms and conditions including any loss of profit, use, data, production, business, loss of any contract or anticipated saving or any financing cost or any increase in operating costs or for any economic loss, punitive and/or exemplary damages or other indirect or consequential loss or damage which may be suffered by the customer.

15.11 Throughout this document the words “we“, ‚our‘, ‘us‘ and similar shall mean and apply to Huesker.

15.12 These terms and conditions shall supersede any terms and conditions previously entered into between

the parties and any trading terms submitted by the Buyer.

The Buyer expressly authorises HUESKER and its representatives to communicate, both verbally and in writing, with the head contractor, head designer, or principal's representative for the purpose of clarifying technical installation specifications, installation methodology and site observations relating to the goods. HUESKER may provide such communications before or after issuing any site report (if applicable). The Buyer acknowledges that such communications may be necessary to assist in ensuring that the goods are installed in accordance with HUESKER's recommendations and to preserve the validity of any applicable HUESKER warranties.

15.13 By placing an order with HUESKER and upon receipt of a written order confirmation issued by HUESKER, the Customer agrees that any terms and conditions contained in the Customer's purchase order (PO Terms) do not bind HUESKER unless expressly agreed to in writing by HUESKER. To the extent of any inconsistency or conflict between the PO Terms and these Terms and Conditions (including where HUESKER has agreed in writing to the application of any PO Terms), these Terms and Conditions prevail unless expressly stated otherwise in writing by HUESKER.

16. Guarantee and Indemnity

16.1 The Guarantor nominated by the customer hereby indemnifies Huesker against any losses, costs, charges and expenses of any nature which Huesker might incur as a result of any default by the customer (Indemnity).

16.2 The Guarantor hereby guarantees to Huesker payment of all outstanding moneys due now or at any time in the future for goods and services provided by Huesker to the customer including but not limited to legal fees on a full indemnity basis, credit control fees and interest (Guarantee).

16.3 The Indemnity and Guarantee herein contained are continuing security and will not be affected by the granting of any extension of time or other indulgence by Huesker to the customer, the refusal to provide further goods or services, the release of any other guarantor or security or where the Indemnity or Guarantee is unenforceable, or any payment by the customer which is later voided by law.

16.4 The Guarantee may only be withdrawn by giving Huesker 30 days' prior written notice but will continue in force in respect of all debt and obligations incurred prior to the date of withdrawal.

16.5 Huesker is at liberty to seek and obtain from any credit agency or credit reporting service information pertaining to the Guarantor.

16.6 The Guarantor's obligations hereunder are principal obligations and may be enforced against the Guarantor without Huesker first being required to exhaust any remedy it may have against the customer.

16.7 For the purpose of securing the obligations and liabilities entered into by the Guarantor, the Guarantor hereby charges all or any legal and equitable interest, both present and future, in all or any real and personal property owned by the Guarantor and the Guarantor hereby consents to Huesker lodging a caveat or caveats noting its interest hereunder and the Guarantor agrees to execute all or any documents and do all such things as may be reasonably required by Huesker to give effect to securing the obligations in favour of Huesker.