

DEED POLL

This Deed is made this day of 20.....
(date) (month) (year)

Name of customer: (“Customer”)

Address of customer:

RECITALS:

- A. The Customer wishes to purchase certain equipment for use as Dunnage sold and marketed as Gough Plastics CRANEFoot (“the Dunnage”) from Gough Industries Pty Ltd A.C.N. 010 028 547 trading as “Gough Plastics” (“Gough”).
- B. Gough has agreed to sell the Dunnage to the Customer upon the condition that this Deed Poll is executed by the Customer.

OPERATIVE CLAUSES:

- 1. The Customer agrees that responsibility for the safe use of the Dunnage rests entirely with the Customer.
- 2. "Gough certifies that the Dunnage will conform to the testing specifications laid out in the Cranefoot Product Data Sheet attached hereto as 'Annexure A'
- 3. Provided the provisions in clause 2 are met, the Customer hereby releases, discharges and indemnifies Gough against any loss, claim, injury or damage suffered by Gough as a consequence of any action, claim or demand made by any person whatsoever against Gough in respect of any injury, loss or damage suffered directly or as a consequence of the use of the Dunnage.

Executed as a Deed.

If the Customer is a corporation:

Executed by the Customer)
in accordance with the)
Corporations Act whose)
signatories represent and warrant) (Customer signature)
to Gough that they are authorised)
to execute this Deed for and on)
behalf of the Customer in the)
presence of:) (Print Customer name)

.....
Witness (signature)

OR
If the Customer is an Individual:

SIGNED SEALED and DELIVERED)
by the Customer in the presence of:) (Customer signature)

.....
..... (Print Customer name)
Witness (signature)