



**PERSONAL GUARANTEE AND INDEMNITY FOR THE SUPPLY OF GOODS**

In consideration of **ABBE CORRUGATED PTY LTD (ACN 052 244 443) of Level 3, 302 Burwood Road, Hawthorn, 3122 (“Abbe”)** supplying either goods or services or both to the Debtor described below the Guarantors and Indemnifiers (“**The Guarantors**”) described below by the execution of this Guarantee unconditionally and personally guarantee the due and punctual payment to Abbe on demand of all money which is payable or may become payable by the Debtor to Abbe for both goods and services supplied from time to time by Abbe to the Debtor and all damages and costs and interest which may be payable by the Debtor to Abbe (“the Outstanding Amount”) AND the Guarantors also agree as follows:

1. The Guarantors will reimburse any expenses that Abbe may incur in the enforcement of any of its rights under this Guarantee including but not limited to legal costs and expenses.
2. The Guarantors shall pay immediately upon receipt of a written demand from Abbe the full amount owed by the Debtor as at the date of the demand plus interest and costs. The Guarantors are required to comply with the conditions of this clause irrespective of whether Abbe has exercised or exhausted its rights against the Debtor.
3. The liability of the Guarantors is absolute and will not be affected by the insolvency of the Debtor which for the purpose of this provision is given to include but not be limited to the administration, winding up, liquidation, dissolution, receivership, reconstruction, or other insolvency event of or in relation to the debtor.
4. The Guarantors fully guarantee and indemnify Abbe against any losses or expenses either directly or indirectly incurred as a result of the default of the Debtor in connection with the payment of the Outstanding Amount.
5. The Guarantee will not be considered to be Outstanding discharged by the payment at any time of the Amount by the Guarantors or Debtor and will continue to apply to all present and future balances of the Outstanding Amount.
6. This is a continuing Guarantee and Indemnity for the whole of the Outstanding Amount and will remain in full force and effect until discharged.
7. This Guarantee and Abbe’s rights under it may be assigned or transferred by Abbe without the consent of the Debtor or the Guarantors.
8. Where this Guarantee is given by more than one person the obligations on the part of the Guarantors contained in this Guarantee take effect as joint and several obligations.
9. This Guarantee is executed by the Guarantors in their personal capacity and as Trustee of each and every trust of which they’re a trustee.
10. The Laws of Victoria shall apply to this Guarantee and the Parties submit to the non-exclusive jurisdiction of the courts of that state.
11. The Guarantors agree to the creation by the execution of this guarantee of a charge over any real estate of which they are the registered proprietor whether in their personal capacity or that of trustee and that Abbe may lodge a Caveat over any such real estate to better secure its position regarding any amount that may from time to time be due and payable by the Debtor and/or the Guarantors.
12. The Guarantor acknowledges that he/she had the opportunity to obtain independent legal advice before signing this Guarantee.
13. This Guarantee is a continuous guarantee and binds the Guarantors, executors, trustees and assignees in title.

EXECUTED AS A DEED

**DEBTOR (Business Legal Entity)** .....

**GUARANTORS** .....

**DATED** .....

.....  
**Print Name of Guarantor**

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**Print Name of Guarantor**

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**Signature of Guarantor**

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**Signature of Guarantor**

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**Address of Guarantor**

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**Address of Guarantor**

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**Signature of Witness**

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**Signature of Witness**

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**Name of Witness**

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**Name of Witness**