

DEED OF GUARANTEE AND INDEMNITY

Warning:

Do not sign this Guarantee and Indemnity if you have any doubts about your obligations - seek independent legal advice.

To: Allied Pinnacle Pty Limited ABN 85 161 203 005 and to each of its Related Bodies Corporate that supply Goods to the Customer (together, the "Supplier Group" and each a "Supplier")

1 Guarantee and Indemnity

In consideration of the Supplier at the request of the person(s) listed as guarantor(s) below ("Guarantor") , supplying in the future or continuing to supply the Customer with Goods from time to time, each Guarantor:

- (a) guarantees to each Supplier the due and punctual payment of all money owing from the Customer to any Supplier now or in the future for the supply of Goods ("Guaranteed Money"); and
- (b) as a separate obligation, indemnifies each Supplier against any cost, loss or liability suffered by any Supplier (including recovery and/or legal costs) resulting from, arising out of and/or caused by: (i) any breach of the Guarantor's Obligations below; (ii) any breach of the Credit Terms; (iii) any breach of the Sales Conditions; (iv) enforcing this Guarantee and Indemnity; or (v) this Guarantee and Indemnity, or any other document entered into under or in connection with this Guarantee and Indemnity, including without limitation the Sales Conditions and the Credit Terms.
- (c) as a further separate obligation, indemnifies each Supplier against any cost, loss or liability suffered by any Supplier because any agreement for the supply of Goods is unenforceable or the Guaranteed Money, in whole or in part, are not recoverable from the Customer or, having been recovered, must be refunded.

The latest version of the Sale Terms can be found at <http://alliedpinnacle.com/sales-terms-conditions/>

The latest version of the Credit Terms can be found at <http://alliedpinnacle.com/credit-terms>

2 Guarantor's Obligations

- 2.1 Each Guarantor's obligations under this Guarantee and Indemnity are unconditional, irrevocable, continuing and, if there is more than one Guarantor, joint and several
- 2.2 If the Customer defaults in payment of the Guaranteed Money, a Guarantor must pay the Guaranteed Money on demand.
- 2.3 Each Guarantor warrants that it has not taken, and it must not take, security from the Customer in respect of any present or future obligations of the Customer to that Guarantor.

3 Privacy

By signing below each Guarantor consents to each Supplier collecting the Guarantor's personal information for the purpose of credit assessment and (where successful) credit administration and disclosing information to related bodies corporate, credit reporting agencies, other credit providers, commercial agents or legal firms (some of whom may be located overseas).

For current privacy policy please visit <http://alliedpinnacle.com/privacy/>

4 Governing Law

This Guarantee and Indemnity is governed by the law of New South Wales.

5 Jurisdiction

The Sydney registry of the courts of New South Wales have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with this Guarantee and Indemnity

Signed, sealed and delivered as a deed poll by each Guarantor who acknowledges having read, understood and agreed to the Credit Application, the Credit Terms and the Sales Terms.

Customer			
Name	ABN	Address	
SIGNED, SEALED AND DELIVERED AS A DEED POLL			
Guarantor 1		Witness 1	
Signature	Date:	Signature	Date:
Print Name		Print Name	
Print Address		Print Address	
Guarantor 2		Witness 2	
Signature	Date:	Signature	Date:
Print Name		Print Name	
Print Address		Print Address	