

GUARANTEE AND INDEMNITY

At the request of the Guarantors listed below ("Guarantors"), in consideration of the Company at its absolute discretion to give and/or giving credit for goods supplied from time to time to the Applicant listed in this Credit Application, the Guarantors agree:

1. This Guarantee and the obligations of the Guarantors are absolute and unconditional and remain in force unless terminated in writing by the Company. The term "Guarantor" whenever used in the Guarantee, if there is more than one Guarantor, means and refers to each of them individually and any one or more of them or all of them collectively as the case may require. The obligations and agreements on the part of the Guarantors bind all of them jointly and each of them severally, and bind their successors, executors and assigns.
2. The Guarantors unconditionally, jointly and severally guarantee to The Company the punctual payment of all monies and liabilities (on any account and in any capacity whatsoever) now due and payable by the Applicant, or any monies which may from time to time be due and payable by the Applicant ("the Debt"), and the due observance and performance by the Applicant of all the Conditions of Sale. The Guarantors acknowledge that the debt includes any legal and other costs incurred by The Company in attempting to recover outstanding monies from the Applicant on an indemnity basis.
3. The Guarantors unconditionally and irrevocably undertake to the Company that should any monies payable by the Applicant not be recoverable from the Guarantors under this Deed for any reason, or should an obligation of the Applicant or the Guarantors be or become void, voidable or unenforceable or otherwise invalid, then the Guarantors shall as a sole and independent obligation pay to the company on demand the amount which The Company would otherwise have been able to recover (on a full indemnity basis), and shall indemnify The Company against losses, costs and expenses incurred by the Company.
4. As between the Guarantors and The Company (but without affecting the obligations of the Applicant) the liability of the Guarantors shall be deemed to be the liability of a principal debtor and not of a surety
5. The obligations of each Guarantor under this Guarantee are continuing principal obligations and shall not be discharged or affected by:
 - (a) Any variation to the conditions of Sale agreed between the Applicant and The Company, including terms as to payment;
 - (b) Any waiver, extension of time, credit or any indulgence or other concession to the Applicant or the Guarantors;
 - (c) Anything may assert to resist making payment of any debt;
 - (d) Any increase in the amount of the debt;
 - (e) The death, incapacity, bankruptcy, external administration or liquidation of the Applicant or any of the other Guarantors
 - (f) Anything done or omitted or neglected to be done by The Company in exercise or non-exercise of its authorities, powers and discretion;
6. The Guarantors shall rank and be entitled to enforce any rights as to monies allegedly owed to them by the Applicant or the Guarantors only after the Debt has been paid to The Company or Satisfied.
7. If any payment or transaction relating to the Debt is void, voidable, or unenforceable in part or whole then the liability if the Guarantors shall be the same as if the transactio9n or part thereof had not been made.
8. If any of the obligations of any Guarantor under this guarantee is unenforceable, the balance of the Guarantor's obligations under this Guarantee shall not be affected by such unenforceability.

Cont. GUARANTEE AND INDEMNITY

- 9. The Guarantors acknowledge receipt of and accept the conditions of Sale of The Company which are included in this Credit Application and Guarantee, that they have had the opportunity to seek independent legal and financial advice in relation to this guarantee, and that they are not relying on any representations or warranties made by The Company. In no way shall the Applicant or Any of the Guarantors act as the agent of The Company in procuring the execution of this Guarantee.
- 10. The reference by the applicant to a credit limit in this Credit Application or otherwise shall be an estimate only, and shall not limit or affect this Guarantee or the Guarantors liability to The Company in any way.

IMPORTANT: YOU SHOULD READ THE WHOLE GUARANTEE, AS WELL AS THE COMPANY'S CONDITIONS OF SALE, AND OBTAIN INDEPENDENT LEGAL AND PROFESSIONAL ADVICE BEFORE EXECUTING THIS GUARANTEE. AMONG OTHER THINGS, IT MAKES YOU LIABLE FOR THE APPLICANT'S DEBTS NOT WITHSTANDING THAT YOU MAY HAVE NO PRACTICAL RELATIONSHIP TO THE APPLICANT.

To assist with our payment remittance please provide your bank details below. Please note these are confidential and will only be reviewed if there is an issue with the account.

Bank Name: BSB: Account:

DATE:

DATE:

.....
Signature of Guarantor Signature of Witness Signature of Guarantor Signature of Witness

.....
Name of Guarantor Name of Witness Name of Guarantor Name of Witness

Please forward completed application, guarantee and indemnity to:

Address: Suite 1.22 75 Mary Street, St Peters NSW 2044

Telephone: 1300 309 773 Fax: 02 9557 9752

Email: accounts@bacchuswinemerchant.com.au ABN: 72 338 923 086