

BESTBAR REINFORCEMENTS
PERSONAL GUARANTEE and INDEMNITY

Name of Company:	(the "Company")
Name of Guarantor:	
Name of Guarantor:	
Name of Guarantor:	
Name of Guarantor	

- A. The Company has, at the request of the Guarantors, submitted an application to be supplied goods or services (or both) on credit by the Supplier.
- B. The Guarantors have, as security for any credit which the Supplier may agree to provide to the Company, agreed to provide the Supplier with a personal guarantee and indemnity on the terms outlined below.

Operative Terms

1. Definitions:
- "Company" means the company named above and/or the company named in the accompanying 30 day credit account application.
- "Bestbar Reinforcements" means the Supplier.
- "Guarantor" means each of the abovenamed guarantors jointly and severally.
- "Guarantee" means the guarantee and indemnity provided herein.
- "Supplier" means collectively Best Bar Pty Ltd ACN 068 713 539 and each wholly owned subsidiary including but not limited to Bestbar (Vic) Pty Ltd ACN 086 622 273.
2. **The persons names above as GUARANTORS** request that Bestbar Reinforcements accept the Company's application for credit described in the Company's 30 day credit account application.
3. Each of the persons named as Guarantors acknowledge receipt of Bestbar Reinforcement's Term and Conditions for the provisions of goods and services (as amended by Bestbar Reinforcements from time to time) (the "**Trading Terms and Conditions**") and gives the consents set out in this Personal Guarantee and Indemnity.
4. In return for Bestbar Reinforcements accepting the Company's application for credit, each Guarantor agrees to be bound by the Personal Guarantee and Indemnity, and to take reasonable steps to ensure that the Company complies with the Trading Terms and Conditions.
5. A reference to a person includes a reference to a corporation and vice versa if appropriate. Use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.
6. Each of the Guarantors, jointly and severally, hereby:
- (a) guarantees the punctual payment to the Supplier of all amounts which the Company does now or may at any time in the future owe to the Supplier;
 - (b) guarantees the punctual and correct compliance with all obligations (other than payment obligations) which the Company owes now or may in the future owe to the Supplier; and
 - (c) indemnifies the Supplier against any loss it may suffer if the Company does not meet any of its obligations.
7. This Guarantee creates a principal obligation from each and every Guarantor jointly and severally to the Supplier and is in addition to any security which the Supplier may hold from the Company. This Guarantee may be enforced against any one Guarantor without the Supplier having to take any steps against the Company.
8. This Guarantee is not affected by and is still enforceable if:
- (a) the Supplier does not comply with any law or any agreement with the Company;
 - (b) the Supplier grants any time, release or other concession to the Company or any one or more of the Guarantors;
 - (c) one or more of the Guarantors or any other party does not execute this Guarantee;
 - (d) there is an event of death, incapacity, administration, bankruptcy or insolvency of the Company or of any of the Guarantors;
 - (e) a payment by the Company or by any Guarantor to the Supplier is set aside in bankruptcy, liquidation or official management of the Company or any of the Guarantors;
 - (f) a Guarantor ceases to be director or be involved with the Company or the status or structure of the Company changes at all;

- (g) any other thing occurs which could otherwise limit the affect of this Guarantee; and
 - (h) any amounts owing to the Supplier by the Company is not recoverable from the Company for any reason at all.
9. This Guarantee is a continuous guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Supplier and the Company are terminated, all amounts owing to the Supplier by the Company are paid, and all obligations of the Company to the Supplier are complied with in full.
 10. The Guarantors agree to waive all rights inconsistent with anything in this Guarantee.
 11. Each Guarantor hereby charges to the Supplier, as security for the payment of all monies due to the Supplier under this Guarantee, all legal, equitable and beneficial interests in land (freehold and leasehold) and personal property held either now or in the future by the Guarantor.
 12. Each Guarantor agrees that if a demand is made upon him or her by the Supplier pursuant to this Guarantee, then the Guarantor will immediately execute any mortgage or any other instruments of security as may be required, in favour of the Supplier.
 13. Each Guarantor hereby consents to the Supplier lodging a caveat over any land in which the Guarantor has a legal, beneficial or equitable interest.
 14. Each Guarantor agrees that Bestbar Reinforcements can use credit information or credit reporting information to assess the Guarantor's credit worthiness, for the purpose of assessing whether to accept a Guarantor, and for Bestbar Reinforcements' internal management directly related to the management and provision of commercial credit.
 15. Each Guarantor agrees that the Supplier may, in order to assess whether to accept them as a Guarantor:
 - (a) obtain a report from a credit reporting body and any other information in relation to the Guarantor's commercial credit activities; and
 - (b) obtain credit reporting information from a credit reporting body containing personal information about each Guarantor pursuant to section 21H of the *Privacy Act 1988* (Cth); and
 - (c) give to and obtain from any credit provider named in the accompanying 30 day credit account application information or any credit reporting information from a credit reporting body about the Guarantor's credit arrangements, including any information about their creditworthiness, credit standing, credit history or credit capacity (in accordance with section 21J of the *Privacy Act 1988* (Cth)).
 16. If the Company is a trustee of a trust, each Guarantor warrants that the Company has full authority as trustee to enter into agreements for the supply of goods or services on credit.
 17. The Supplier and any authorised representative of the Supplier can give a demand or notice to any of the Guarantors. A demand or notice can be served on the Guarantors either by post (at the last know address of the Guarantor), by facsimile or by email.
 18. The Guarantors agree that the Supplier can serve any court documents related to the enforcement of the Guarantee on them by ordinary prepaid post to the last know address of the Guarantor.
 19. The Guarantors acknowledge that the Guarantee is addressed to all branches, subsidiaries and related bodies corporate of the Supplier and will govern the provision of goods or services (or both) on credit by that branch, subsidiary or related body corporate to the Company. Each branch, subsidiary or related body corporate of the Supplier who has provided credit to the Company may call upon the Guarantee.
 20. This Guarantee shall, notwithstanding that the same was made elsewhere in Australia, be deemed to have been made in the State of Victoria. The courts in the State of Victoria shall be deemed to have jurisdiction in all maters related to the Guarantee.

IMPORTANT NOTE TO GUARANTORS: By signing this document below, you are agreeing to be bound by the terms of the Personal Guarantee and Indemnity. This is an important document and you should seek independent legal advice before executing this document and agreeing to be bound by the Personal Guarantee and Indemnity.

Executed as a Deed:

DATED:

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Signature of Witness

DATED:

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Witness

DATED:

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Signature of Witness

DATED:

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Witness