

GUARANTEE AND INDEMNITY

In consideration of **CAMPBELLFIELD CONCRETE & MINI MIX (ACN 119 816 385) (Campbellfield Concrete)** or any one or more of its related body corporates or associated businesses agreeing to sell goods, provide services or give credit to the company named hereon (the **Customer**), each person named as guarantor in the Schedule has agreed to enter into this Guarantee and Indemnity in favour of Campbellfield Concrete in their own capacity.

Customer Name: _____ **ACN:** _____

Registered Address: _____

1. **Guarantee** The Guarantors unconditionally and irrevocably guarantee to Campbellfield Concrete the due and punctual payment of the Guaranteed Moneys and agree:
 - a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
 - b) any statement signed by a secretary, director or authorised representative of any Campbellfield Concrete Group Company showing the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee shall, in the absence of manifest fraud or error, be binding and conclusive on and against the Guarantor;
 - c) this Guarantee is a continuing Guarantee and shall remain in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and shall not be prejudiced or affected by any other security or guarantee held by any Campbellfield Concrete Group Company for the payment of Guaranteed Moneys;
 - d) the liabilities of the Guarantors and the rights of any Campbellfield Concrete Group Company under this Guarantee are not effected by anything which might otherwise effect them at law or in equity; and
 - e) if any payment by a Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced or rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Campbellfield Concrete shall be entitled to recover from the Guarantors the value of that payment as if that payment had never been made. This clause continues after the Guarantee is discharged.
2. **Indemnity** If the obligation of the Customer to pay the Guaranteed Moneys to any Campbellfield Concrete Group Company is unenforceable for any reason, the Guarantors as a separate undertaking unconditionally and irrevocably indemnify that Campbellfield Concrete Group Company against any loss that Campbellfield Concrete Group Company suffers as a result. Campbellfield Concrete need not incur any expense or make any payment before enforcing this right of indemnity.
3. **Waiver** No failure or delay by Campbellfield Concrete to exercise any power, right or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. The rights and remedies under this Guarantee are cumulative to any rights and remedies arising at law.
4. **Claim in Administration** Until this Guarantee is released by Campbellfield Concrete, the Guarantors will not without Campbellfield Concrete's consent, prove in competition with any Campbellfield Concrete Group Company if the Customer goes into Administration.
5. **Application of moneys received** If a Campbellfield Concrete Group Company receives or recovers money in respect of debts of the Customer or anyone else, that Campbellfield Concrete Group Company may use it to pay off whichever part of those debts it chooses. The relevant Campbellfield Concrete Group Company does not have to apply it for the Guarantor's benefit.
6. **Security for payment** The Guarantor agrees, to charge in favour of Campbellfield Concrete the payment of Guaranteed Moneys and where this document is executed by more than one person **jointly and severally** charge) as beneficial owner all freehold and leasehold interests in land which I now have or may acquire.
7. **Effect of Law** All laws which limit Campbellfield Concrete's power or require notices to be given are excluded as far as possible. If any part of this Guarantee is prohibited or unenforceable, it will not affect the remaining parts.
8. **Trustee** This document will bind the relevant Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee if the Guarantor signs as trustee of that trust.
9. **Expenses** The guarantors shall pay to Campbellfield Concrete all costs, charges and expenses incurred by Campbellfield Concrete in connection with the exercise or attempted exercise of any power, right or remedy under this Guarantee or the failure of the Guarantor to comply with its obligations under this Guarantee (including legal fees, stamp duty, and other government duties and charges).
10. **Acknowledgement** Each Guarantor acknowledges that he or she has entered into this guarantee voluntarily and understands the nature and consequences of entering into this Guarantee.
11. **Definitions**

Administration includes any administration or liquidation of a corporation, arrangement, receivership or anything similar.

Guaranteed Moneys means all moneys which are, will or may be at any time in the future, owing or payable to any Campbellfield Concrete Group Company by the Customer for any reason whatever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

Campbellfield Concrete & Mini Mix means Campbellfield Concrete or any related body corporate or associated business of Campbellfield Concrete.

Related Body Corporate has the meaning given in the Corporations Laws.
12. **Interpretation** All references in this Guarantee to a party shall, unless the context requires otherwise, include the party's successors and permitted assigns. Where there is more than one Guarantor, the obligations of the Guarantors under this Guarantee are joint and several.

SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Customer or Campbellfield Concrete as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below

Guarantor's Name: _____ Signature: _____

Witness Name (Print): _____ Signature: _____

Address: _____

Guarantor's Name: _____ Signature: _____

Witness Name (Print): _____ Signature: _____

Address: _____

Guarantor's Name: _____ Signature: _____

Witness Name (Print): _____ Signature: _____

Address: _____

Guarantor's Name: _____ Signature: _____

Witness Name (Print): _____ Signature: _____

Address: _____

DATED this _____ day of _____ Date

IMPORTANT NOTICE: This document is an important document It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.