



**PART B
GUARANTEE**

IMPORTANT: BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO PERSONALLY GUARANTEE THE DEBTS OWED BY THE CUSTOMER TO CANBERRA ALUMINIUM CENTRE PTY LTD ABN 82 008 644 059 TRADING AS ALUCOM ("ALUCOM"). IF YOU ARE UNSURE OF YOUR OBLIGATIONS UNDER THIS GUARANTEE YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

We, the Guarantors named in Part A, jointly and severally irrevocably agree that in consideration of ALUCOM agreeing, at our request, to supply the Customer stated in Part A with goods in the way of the trade or business, we the undersigned agree with ALUCOM as follows.

- (a) To jointly and severally guarantee and to be answerable, liable and responsible to ALUCOM for the due payment by the Customer for all goods as ALUCOM may from time to time at the Customer's request supply to the Customer and all other amounts owed by the Customer in connection with Part C of this Agreement.
- (b) Where one or more guarantor becomes bankrupt, insolvent, or otherwise unable to discharge and satisfy that guarantor's individual liability under this guarantee, the remaining guarantors must make good any resulting deficiency under this guarantee.
- (c) You may at any time in your absolute discretion, and without giving any notice whatsoever to us, refuse further credit or supplies to the Customer and grant to the Customer or to any drawers, acceptors or endorsers of bills of exchange, promissory notes or other securities received by ALUCOM from the Customer, or on which the Customer may be liable to ALUCOM at any time, any other indulgence and compound with the Customer or those other drawers, acceptors or endorsers respectively, without discharging or impairing our liability under this guarantee.
- (d) This guarantee is enforceable against us notwithstanding that any negotiable or other securities referred to in this guarantee, or to which it extends or is applicable, are outstanding or in circulation at the time of proceedings taken against us under this guarantee.
- (e) This guarantee is enforceable against us notwithstanding that ALUCOM has not commenced any enforcement or legal proceedings against the Customer.
- (f) No changes in the constitution of your firm can impair or discharge our liability under this guarantee.
- (g) To give effect to this guarantee, we declare that ALUCOM is at liberty to act as though we were the principal debtor and we waive all and any of our rights as guarantor which may at any time be inconsistent with any of the above provisions.

Executed by Guarantor 1

Witnessed by:

Name:
Date:

Name:
Date:

Executed by Guarantor 2

Witnessed by:

Name:
Date:

Name:
Date:

