



GUARANTEE

IN CONSIDERATION OF COMPANY

Agreeing to supply the following Company / Firm ("the Customer") with goods on credit

I/WE ("the Guarantor")

Of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Customer or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to taken by the Company may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the: Day of:, Year

SIGNED by the Guarantor: Guarantor:

Guarantors Printed Name: Guarantors Printed Name:

Witnessed by:

Witness's Printed Name:

Witness's Printed Address:

Office Use Only

Approved _____ Date: _____