

## DEED OF PERSONAL GUARANTEE AND INDEMNITY

NOTICE: BEFORE ENTERING INTO THIS DEED OF GUARANTEE AND INDEMNITY, YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE

TO: Gasweld Pty Ltd ACN 001 262 200, its successors and assigns (**Gasweld**)

in consideration of you entering into a Contract for the provision of goods and/or services on credit to **(Customer)**, \_\_\_\_\_

I(name)\_\_\_\_\_ of ,(address)\_\_\_\_\_

I agree with

Gasweld that:

1. I unconditionally and irrevocably guarantee the payment of any monies which are now due and payable, or which may become due and payable at any time in the future, by the Customer to Gasweld
2. I indemnify Gasweld against any loss, cost, charge or expense arising out of, or in any way relating to this or any other Contract with the Customer. This indemnity shall include, but is not limited to any mercantile agent's professional recovery costs and legal costs on an indemnity basis.
3. I agree, acknowledge and accept that I am liable to Gasweld as principal and primary debtor in respect of any monies guaranteed under this Guarantee and Indemnity.
4. This guarantee and indemnity is a continuing guarantee and indemnity for the purposes of securing payment of any monies outstanding in relation to this and any other Contract with the Customer and the performance of all my obligations under this Guarantee.
5. I agree to pay to Gasweld, upon demand, any amount outstanding in respect of the Contract and this Deed of Guarantee and Indemnity.
6. Any failure or delay by Gasweld in enforcing its rights under this Guarantee and Indemnity or any Contract does not constitute a waiver its rights under this Guarantee and Indemnity.
7. Liability under this Guarantee and Indemnity will not be affected by:
  - (i) Any other person failing to execute this Guarantee and Indemnity;
  - (ii) Any other person failing or ceasing to be bound by it;
  - (iii) Any provision of this Guarantee and Indemnity being found to be unenforceable; or
  - (iv) Any increase or variation in respect of any credit limits imposed by Gasweld on the Customer.
8. If the Customer:
  - (i) being a corporation, as defined in the *Corporations Act*:

(a) commits an act of insolvency, or a petition is presented for an order winding it up, or a liquidator, receiver or voluntary administrator is appointed to any part of its assets or undertakings;

(ii) or if an individual:

(a) is made bankrupt, or otherwise enters into any arrangement or composition pursuant to the *Bankruptcy Act*,

I agree to not prove in the administration of the Customer's affairs until Gasweld is paid all amounts outstanding in respect of the Contract in full, including interest, professional mercantile agent costs and legal costs.

9. In order to secure any and all of my obligations owed to Gasweld pursuant to this Guarantee and indemnity, I hereby charge in favour of Gasweld, by way of a Charge, all current and future rights, title and interest in any current and future real property in which I have any beneficial interest in whatsoever.
10. I agree, warrant and undertake to make any payment required under this Guarantee and Indemnity without set-off, counter-claim, cross-claim, deduction or withholding whatsoever.
11. I acknowledge that:
  - (i) I have not relied on any representation, warranty or undertaking of any kind made by or on behalf of Gasweld when entering into this Guarantee and Indemnity; and
  - (ii) I have read, understood and, to the extent necessary, agree to be bound by Gasweld's Terms and Conditions.
12. This Deed of Guarantee and Indemnity is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

#### Executed as a Deed

EXECUTED by [company] )  
 \_\_\_\_\_ PTY LIMITED )  
 ACN \_\_\_\_\_ in )  
 accordance with Section 127(1) of the )  
 Corporations Act:

\_\_\_\_\_  
 Director  
 Name:

\_\_\_\_\_  
 Director/Secretary  
 Name:

**Signed, sealed and delivered by** )  
**[individual]** before me: )  
)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of [name]

\_\_\_\_\_  
Name of Witness (please print)