

Guarantee

TO Flinders Island Meat Pty Ltd (ACN 167 297 234) T/A "Flinders + Co Cultivate Better"
34 Hamilton Street, Oakleigh, Vic 3166 ("the Company")

IN CONSIDERATION of the Company agreeing to supply:

(Company Name) _____ ("the Customer")
with goods and services on terms that do not require payment before the supply of the goods or services

*I/We (Director 1 Name) _____

Of (Director 1 Address) _____

And (Director 2 Name) _____

Of (Director 2 Address) _____ ("the Guarantor")

unconditionally and irrevocably **GUARANTEE** the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under or in connection with the Company's Trading Terms ("**the Trading Terms**") including without limitation in relation to any contract formed between the Customer and the Company on the Trading Terms, or whether arising in any other way on any account whatsoever operated by the Customer with the Company.
If the Guarantor is more than one person the obligations in this Deed Poll binds them jointly and severally and binds their successors and permitted assigns. The provisions of this Deed Poll survive termination of the supply arrangements under the Trading Terms.

AND I or WE DECLARE AND AGREE as follows:

- 1) The Guarantor enters into this Deed Poll for valuable consideration that includes the Company supplying goods and services to the Customer at the request of the Guarantor.
- 2) If any of the money guaranteed under this Deed Poll is not owing by or recoverable from the Customer for any reason, the Guarantor shall indemnify the Company against any loss. The amount of that loss will equal the amount the Company would otherwise have been entitled to recover.
- 3) The Guarantee:
 - is a continuing guarantee in respect of any debts, losses, payments, damages and other expenses to which the Company is entitled under or in connection with its Trading Terms or in relation to any contract formed between the Customer and the Company on the Trading Terms and remains in full force and effect and the Guarantor remains liable under it despite:
 - the granting by the Company of any time, credit, concession or any other indulgence to the Customer or to the Guarantor;
 - the waiver by the Company of any breach by the Customer of its obligations to the Company or to the liquidator, provisional liquidator or administrator of the Customer;
 - the bankruptcy or death of the Guarantor; or
 - the liability of the Customer ceasing or becoming extinguished for any reason.
- 4) I or WE must pay any amount payable under this Guarantee to the Company upon demand being made by notice given to the Guarantor.
- 5) Any notice including without limitation a notice of demand must be in writing (in the English language) and is given effectively if it is left at or sent by pre-paid post to the address of the Guarantor as set out above.
- 6) I or We must pay any costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by the Company of and incidental to the preparation, negotiation or enforcement of this Guarantee or in connection with the performance or failure to perform by the Guarantor of its obligations in this Guarantee.
- 7) Before disputing whether an amount is payable under this Guarantee, I or We must pay on demand any amount that the Company certifies is payable under this Guarantee or owed by the Customer under or in connection with the Company's Trading Terms.
- 8) A certificate issued by the Company stating that certain monies are owed by the Customer or by the Guarantor to the Company is conclusive at a date mentioned in the certificate. It binds the Guarantor in the absence of manifest error.
- 9) The obligations under this Guarantee are principal obligations and the Company is not required to take action or make demand first against the Customer or under any security that the Company has for the obligations of the Customer.
- 10) The Company is not obliged to prove its claim in the bankruptcy or winding up of the Customer, but the Company may lodge a proof of debt in the event of the bankruptcy or winding up of the Customer. The Company must apply any distribution or payment received from the Customer or the Customer's trustee in bankruptcy or liquidator in reduction of money owed to it by the Guarantor under this Guarantee.
- 11) In addition to, and as a liability separate to and independent of the obligations arising under the other provisions of this Guarantee, the Guarantor indemnifies the Company for and against any losses, damages, costs, charges or expenses of any kind which the Company may incur because of or arising out of or in connection with:
 - a) any default by the Customer in performance of any of its obligations under the Trading Terms; or
 - b) the Trading Terms or any transaction that the parties intend to be formed on the Trading Terms being unenforceable for any reason.
- 12) For the purpose of assessing whether or not to accept the Guarantor as a guarantor of credit applied for or provided to the Customer, the Company may seek a credit report containing personal information about the Guarantor from a credit reporting agency.
- 13) I or We further agree that the Company may disclose to a credit reporting agency any personal information about my or our credit history and performance that is within the possession of the Company.
- 14) Any provision of this Guarantee that is void, voidable or which is otherwise unenforceable, may be severed from this Guarantee and the other provisions of this Guarantee remain enforceable.
- 15) This Guarantee is governed by the laws of the State of Victoria and the parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of that State.
- 16) I or We understand the nature and effect of this Guarantee and I or We have had the opportunity of obtaining independent legal advice before signing

Executed as a deed poll.

Dated: x _____

SIGNED by the Guarantor
(DIRECTOR Signature)

SIGNED by the Guarantor
(DIRECTOR 1 Signature)

In the presence of:
(WITNESS Name & Address)

In the presence of:
(WITNESS Name & Address)

(WITNESS Signature)

(WITNESS Signature)