

**GUARANTEE AND INDEMNITY**

**IN CONSIDERATION OF Liquid Mix (WA) Pty Ltd A.B.N. 90 127 094 008, (hereinafter referred to as "the Company") granting the Customer (as named in the Application for Credit and which forms a part of this document) trade credit, I/WE GUARANTEE payment to the Company of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with the Company.**

**I/WE HEREBY AGREE & ACKNOWLEDGE:**

- That this is a continuing guarantee and,
- To indemnify the Company against all loss or damage arising from any past, present or future dealing with the Customer or any of us,
- That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by the Company or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,
- That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favor of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,
- That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
- That the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,
- That this guarantee may not be unilaterally revoked by me or any of us and remains in force until such time as I/we receive written confirmation from the Company that we are released from our obligations and liabilities under this guarantee.
- That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
- That I/we indemnify the Company against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer and,
- That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,
- That I/we consent to the Company effecting a registration on the PPSA register (in any manner the Company deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms and,
- That I/we waive my/our right to receive notice of a verification statement in relation to any registration on the register and,
- That I/we must promptly do any act or thing that the Company requires to ensure that the Company's interest is a perfected security interest and has priority over all of the other security interests and,
- That I/we will not register a financing change statement in respect of the security interest without the Company's prior written consent and,
- That the Company may, at its absolute discretion, apply any amounts received from me/us toward amounts owing to the Company in such order as the Company may determine and,
- That if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, I/we agree that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires the Company to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the Company to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement) and,
- That notices or documents required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA and,
- That the Company will not disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e) and,
- I/We must, upon demand, reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering or maintaining any financing statement or any other document in respect of any security interest or releasing in part or in whole the Company's security interest and,
- In these terms the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement.

**I/WE HEREBY CHARGE** in favor of the Company all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which I/we now have any legal or beneficial interest or in which I/we later acquire any such interest, with payment of all monies owed by the Customer to the Company. I/we shall, upon demand, execute such documents in registrable form, or do such other things as the Company requests to give further or better effect to the security granted by me/us to the Company and I/we consent to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property. In the event that I/we should neglect or fail to deliver the requested instrument of security or consent, I/we hereby appoint the Company to be my/our lawful attorney for the purpose of executing and registering such instruments.

**I/WE FURTHER AGREE** that this agreement shall be governed by and construed in accordance with the laws of the **State of Western Australia** and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of **Western Australia**.

**Notice of Disclosure of Your Credit Information to a Credit Reporting Agency**

**I/We acknowledge and give consent** that the Company may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, and for the duration of this agreement, including but not limited to;

- passing the information on to a credit reporting agency
- passing the information on to a debt collector
- obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* which amends the *Privacy Act 1988 (Cth)*.
- the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with the Company

**GENERAL:**

- "I" and "we" and "us" means each of the Guarantors jointly and severally.
- "PPSA" and "Goods" have the meaning ascribed to them in the Application for 30 Day Credit Account which forms a part of this document.
- The invalidity or unenforceability of any provision of this Guarantee and Indemnity shall not affect the validity or enforceability of the remaining provisions.
- Clerical errors are subject to correction and do not bind the Company.

**I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.**

<b>Guarantor (print)</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
<b>Witness Name (print)</b>		<b>Signature</b>	<b>Date</b>
<b>Guarantor (print)</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
<b>Witness Name (print)</b>		<b>Signature</b>	<b>Date</b>

**If insufficient space for all Guarantors to sign, print additional pages.**