



## GUARANTEE AND INDEMNITY

TO: **D'ORSOGNA LIMITED**                      **ACN 063 427 752**                      **ABN 27 063 427 752**  
**(D'Orsogna Ltd)**

IN CONSIDERATION of D'Orsogna Limited supplying goods or services to:

---

("the Customer")

---

(Please Print Full Name)      ("the Guarantor")

---

(Please Print Full Name)      ("the Guarantor")

---

(Address)

---

(Address)

COVERNANTS with D'Orsogna Limited as follows:

- 1      The Guarantor hereby guarantees the due and punctual payment by the Customer to D'Orsogna Limited of all money which the Customer may now or in the future be liable to pay to D'Orsogna Limited in connection with the supply of goods and services by D'Orsogna Limited to the Customer and the performance by the Customer of the Customers obligations under the terms and conditions of supply and hereby indemnifies D'Orsogna Limited against all loss including unpaid money and damage suffered or incurred by D'Orsogna Limited by reason of the Customer failing to pay D'Orsogna Limited moneys or to perform in accordance with the terms of the conditions of supply.
- 2      If there is more than one Guarantor, "Guarantor" means both of them collectively and each of them individually and the Guarantors covenants are joint and several.
- 3      The deed is a continuing and irrevocable guarantee and indemnity until the Guarantor is expressly released from the Guarantor's obligation by D'Orsogna Limited
- 4      The Guarantor's obligations under this deed are unconditional and not affected by the following:
  - a. Any change in the legal capacity, rights or obligations of the Guarantor or Customers:
  - b. The fact that D'Orsogna Limited releases, varies or fails to deal with any guarantee or indemnity or grants any concession to any Co-Guarantor or Customer;
  - c. The death, mental or physical disability or insolvency of a Co-Guarantor or the Customer.
- 5      The obligations of the Guarantor under this deed are principal obligations and D'Orsogna Limited is not required to take action or make a demand of the customer prior to enforcing the obligations of the Guarantor pursuant to this guarantee.
- 6      The Guarantor as beneficial owner and as trustee of every trust hereby charges all of the Guarantor's real property in which it now has any legal or beneficial interest or in which it later acquires any such interest as well as all its personal property, in favour of D'Orsogna Limited by way of security for the

payment of the money hereby guaranteed and authorises D'Orsogna Limited to register a caveat over the Guarantor's land.

- 7 The charge referred to in clause 6 above constitutes a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA), to the extent it related to personal property, which may be registered by D'Orsogna Limited on the Personal Property Securities Register (PPSR).
- 8 D'Orsogna Limited need not give any notice under the PPSA (including a notice of a verification statement) unless this notice is required by the PPSA and cannot be excluded.
- 9 The Guarantor must take any steps D'Orsogna Limited reasonably required to perfect or otherwise ensure the enforceability and priority of any interest granted to it under this deed, including, at the request of D'Orsogna Limited:
  - a. obtaining and giving any consents;
  - b. producing and providing any receipts or information (including serial numbers) in respect of the goods;
  - c. signing or procuring the signing of any documents;
  - d. facilitating registration of any security interest on the PPSR;
  - e. facilitating the giving of notice to any person, including any person who also has, or appears to have, a security interest over the Application of the goods; and
  - f. facilitating the exercise of D'Orsogna Limited's right in enforcing any security interest.
- 10 The Guarantor shall no later than fourteen (14) days prior to any proposed change of physical address, postal address, facsimile number, phone number and email address, notify D'Orsogna Limited of the proposed change.
- 11 The Guarantor shall pay all D'Orsogna Limited's costs, fees and expenses associated with this deed and the enforcement of this deed and all stamp in this deed.
- 12 The Guarantor confirms that he has obtained independent legal advice regarding the Guarantor's obligations under this guarantee and the Guarantor fully understands the risks associated, with this deed and freely elects to execute this deed.

EXECUTED as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE \_\_\_\_\_  
(DIRECTOR / PRINCIPAL)

SIGNATURE \_\_\_\_\_  
(DIRECTOR / PRINCIPAL)

SIGNED by \_\_\_\_\_  
(PRINT NAME)

SIGNED by \_\_\_\_\_  
(PRINT NAME)

WITNESS \_\_\_\_\_  
(PRINT NAME)

WITNESS \_\_\_\_\_  
(PRINT NAME)

WITNESS ADDRESS \_\_\_\_\_

WITNESS ADDRESS \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_