



Coventry Group Ltd

ABN 37 008 670 102

Guarantee and Indemnity

IMPORTANT:

This Guarantee and Indemnity imposes potential liability on the Guarantors. If you are uncertain of, or do not understand, any provision, you should seek legal advice before signing it.

SCHEDULE:

1. Name: _____
Address: _____
 2. Name: _____
Address: _____
 3. Name: _____
Address: _____
 4. Name: _____
Address: _____
Limit of Liability _____
The Company _____
The Trust _____
- Dated the _____ day of _____ 20_____

1. Signed by the said: _____
in the presence of:
Witness _____
Address _____
2. Signed by the said: _____
in the presence of:
Witness _____
Address _____
3. Signed by the said: _____
in the presence of:
Witness _____
Address _____
4. Signed by the said: _____
in the presence of:
Witness _____
Address _____

Guarantee and Indemnity

TO: Coventry Group Ltd. ABN 37 008 670 102 ("Coventry") of 525 Great Eastern Highway, Redcliffe in the State of Western Australia.

In consideration of you either agreeing to or continuing to at our request supply goods on credit to the Company specified in the Schedule ("the Company") or if a Trust is specified in the Schedule then to the Company as Trustee of that Trust ("the Company") we the Guarantors specified in the Schedule ("the Guarantors") HEREBY GUARANTEE the due and punctual payment by the Company for all goods whether heretofore now or hereafter from time to time supplied by Coventry to the Company and of all other monies heretofore owing now owing or as may here after from time to time by owing by the Company or the Company as Trustee of the Trust to Coventry and hereby covenant and agree as follows:-

1. To indemnify Coventry from and against all losses damaged costs charges and expenses (including reasonable internal administrative costs debt collection costs and solicitors costs on a solicitor-own client basis or any of them incurred by Coventry in enforcing or attempting to enforce payment of any money outstanding from time to time) which may be sustained or incurred by Coventry by reason of any breach neglect non-payment or non-performance by the Company of any of its obligations to Coventry whether in respect of goods supplied to the Company or otherwise.
2. Coventry may without any further consent of the Guarantors and without affecting or discharging the liability of the Guarantors grant or allow any time or other indulgence to or compound and compromise with the Company and extend the time for payment by the Company of any money payable pursuant to the usual terms of credit of Coventry.
3. This Guarantee shall be a continuing guarantee for the whole of the debt from time to time outstanding or as shall remain unpaid that shall be contracted by the Company in respect of goods supplied by Coventry or otherwise.
4. Coventry may exercise all or any of its rights against the Guarantors before after or concurrently with the exercise of any of its rights against the Company.
5. That any notice to be given to the Guarantors shall be deemed to be duly given if the same shall be handed to the Guarantors or to any one of them or left or sent by prepaid post to the Guarantors or to any one of them at the address of addresses specified in the Schedule hereto or the last known place of abode or business and such notice shall be deemed to have been given on the date of such leaving or posting as aforesaid whether the Guarantors received the same or not.
6. The liability of the Guarantor shall not be abrogated prejudiced or affected by the granting of time credit or any other forbearance indulgence or concession to the Company or the Guarantors or any other person or by any compounding compromise release abandonment waiver variation relinquishment or renewal of any security document of title or asset or of any right of Coventry or by any other omission neglect matter dealing or thing whatsoever which might but for this provision operate to abrogate prejudice or affect this Guarantee and Indemnity.
7. No assurance security or payment by the Company or the Guarantors or any other person which may be avoided under any statutory provision or enactment (whether relating to bankruptcy winding up or official management of companies or any other matter whatsoever) and no release settlement discharge or arrangement which may have been given or made on the faith of any assurance security or payment shall prejudice or affect Coventry's right to recover from the Guarantors to the full extent of this Guarantee and Indemnity as if that assurance security payment release settlement discharge or arrangement (as the case may be) had never been granted given or made and any release settlement discharge or arrangement shall as between Coventry and the Guarantors shall be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance security or payment on the faith of which it was made or given shall at any time hereafter be avoided under any statutory provision or enactment (whether relating to bankruptcy winding up or official management of companies or any other matter whatsoever) with the intent and so that Coventry shall become entitled at any time after that avoidance to exercise all or any of the rights in this Guarantee and Indemnity conferred upon Coventry and/or all or any other rights which by virtue and as a consequence of this Guarantee and Indemnity Coventry would have been entitled to exercise but for that release settlement discharge or arrangement.
8. If the company shall go into liquidation Coventry may prove not only for the amount owing by the Company but also for any monies paid by the Guarantors hereunder and may from time to time in its discretion retain and carry to a suspense account or appropriate the whole or any part of any dividends received and consequent upon such proof until all monies owing by the Company to Coventry have been paid in full.
9. That if all or any of the rights or powers of Coventry shall at any time be postponed suspended or rendered unenforceable the Guarantors shall thereupon pay to Coventry the full amount owing by the Company to Coventry and Coventry shall be entitled to recover the same from the Guarantors

notwithstanding that the said rights or powers of Coventry against the Company may have been postponed suspended or rendered unenforceable as aforesaid.

10. The liability of the Guarantors shall not at any one time exceed the sum specified in the Schedule hereto.
11. "The Guarantors" includes each Guarantor and his her or their personal representatives and where there is more than one Guarantor then their liability shall be joint and several.
12. This Guarantee and Indemnity shall bind each of the signatories hereto, notwithstanding that one or more of the persons named herein or contemplated as a signatory hereto may never execute the same.
13. The Guarantors covenant and agree with Coventry that this Guarantee and Indemnity shall not be voided released or affected by Coventry making any variation or alteration to the terms of any agreement whatsoever between Coventry and the Company or to this Guarantee and Indemnity with any of the Guarantors or by any other dealings between Coventry and the Company.
14. Coventry may grant any releases and discharges as it thinks fit (including but not limited to releasing any person including where there is more than one Guarantor one of the persons comprising the Guarantors) without prejudice to or in any way limiting or lessening the liability of the Guarantors or any others of them.
15. If the Company shall assign its interest in any agreement between it and Coventry (with or without Coventry's consent) the Guarantors covenant and agree with Coventry that this Guarantee and Indemnity shall in addition to the monies heretofore guaranteed extend to and apply to all monies then owing or from time to time thereafter owing by the assignee to Coventry as if any assignee where the Company for all the purposes of this Guarantee and Indemnity and the terms covenants and conditions of this Guarantee and Indemnity shall subject to clause 6 continue to apply until Coventry shall have been paid in full all monies hereby guaranteed.