

## GUARANTEE & INDEMNITY

TO: PINACCLE HIRE PTY LTD  
70 Technology Close  
Corio, VIC,3214  
("Company")

1. In consideration of the Supplier at our request agreeing to supply and/or continue to supply:

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("the Applicant") with Equipment from time to time WE JOINTLY AND SEVERALLY GUARANTEE the due and punctual payment by the Applicant of all fees, costs and interest charges payable for Equipment supplied by the Company and the due observance by the Applicant of the Trading Terms & Conditions and (as applicable) the Terms and Conditions of Sale or the Terms and Conditions of Hire ("the Agreement") and INDEMNIFY AND KEEP INDEMNIFIED the Company against all loss or damage (including the Company's legal costs on a full indemnity basis) which the Company suffers, incurs or is liable for by reason of the Applicant's non- payment of debts to the Company, the Applicant's non-observance of the Agreement or any negligent act or omission by the Applicant.

2. We agree:
  - (a) to pay any person nominated by the Company any amount the Company certifies is payable before being entitled to dispute whether that amount is payable;
  - (b) that this Agreement will remain effective notwithstanding any conduct or event (including any deed of company arrangement) which, but for this clause, may release or vary any obligation of the Applicant or Guarantor(s);
  - (c) any payment which is subsequently avoided by any Law relating to insolvency shall be deemed not to have been paid; and
  - (d) each Guarantor signs both in their personal capacity and as trustee of every trust of which the Guarantor is trustee.
3. Each of us grants a charge in favour of the Company over all our estate and interest in any land and in any other assets whether tangible or intangible in which we have any legal or beneficial interest or in which we acquire any such interest in the future, to secure the Company's rights under this Agreement and we each agree, upon request, to execute any document requested by the Company to further secure the Company's rights under this Agreement.
4. In consideration of our promises under this Agreement, the Company may grant credit to the Applicant from time to time at the Company's discretion.
5. For the purpose of giving effect to each of our obligations pursuant to this Agreement, the Applicant irrevocably appoints the Company its attorney.
6. The Company may make any arrangement or compromise with a Guarantor, obtain additional guarantees, indemnities or securities from any party or release or compromise with any Guarantor or party without affecting any Guarantor's liability.
7. The Company may grant or apply a credit limit to the Applicant at the Company's absolute

discretion and any such credit limit will not limit our liability to the Company.

8. The Company may handle our personal information (including creditworthiness information) in accordance with the Trading Terms & Conditions.
9. This Guarantee and Indemnity shall be a continuing and irrevocable guarantee and indemnity until released in writing by the Company.
10. The Company shall be at liberty without notice to us at any time and without in any way discharging us from our liability under this Agreement to grant time or other indulgence to the Applicant and accept payment from the Applicant in cash or by means of negotiable instruments.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20

EXECUTED AS A DEED

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
(Print Name in Block Capitals)

\_\_\_\_\_  
(Print Name in Block Capitals)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Witness Name