

# DEED OF GUARANTEE AND INDEMNITY

TO: dormakaba Australia Pty Ltd (ABN 14 067 969 466) of 12-13 Dansu Court, Hallam, Victoria 3803

In consideration of dormakaba at the request of:

Name:.....Name: .....

Address:.....Address: .....

as the guarantor/s (**Guarantor**) agreeing to

- supply or continue to supply goods or services (**Products**) to..... (**Customer**); or
- provide credit to the Customer or grant an indulgence outside dormakaba's agreed credit terms.

## The Guarantor hereby:

1. agrees to guarantee to dormakaba the due and punctual payment of all money presently owing and any money that may become owing by the Customer, in respect of the cost of Products supplied by dormakaba to the Customer and any other sums payable by the Customer to dormakaba pursuant to dormakaba's Terms and Conditions of Trade (**guaranteed money**);
2. agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified dormakaba from and against all losses, costs, charges and expenses whatsoever (including all legal costs) that dormakaba may suffer or incur in relation to the supply of Products to the Customer;
3. covenants, acknowledges and agrees as follows:
  - (a) the guarantee given in clause 1 is a continuing guarantee, the indemnity given in clause 2 is a continuing indemnity and neither this Deed nor the guarantee nor the indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to dormakaba other than the full payment to and acceptance by dormakaba of the whole of the guaranteed money;
  - (b) dormakaba will only release the Guarantor if dormakaba is satisfied that all guaranteed money, howsoever paid, can be unconditionally retained by dormakaba. Any payment made to dormakaba which is later avoided by application of any statute will not release the Guarantor from liability under this guarantee;
  - (c) notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and dormakaba, the Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money;
  - (d) this Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by dormakaba notwithstanding:
    - (i) that no steps or proceedings have been taken against the Customer;
    - (ii) any indulgence or extension of time granted by dormakaba to the Customer;
4. acknowledges having given its consent to dormakaba to:
  - (a) disclose credit information about the Guarantor to a credit reporting body; and
  - (b) obtain credit eligibility information about the Guarantor from a credit reporting body; and
  - (c) use credit eligibility information about the Guarantor; and
  - (d) disclose credit eligibility information about the Guarantor, for the purposes of dormakaba:
    - (e) assessing whether to accept the Guarantor as a guarantor for credit that has been provided to or may be applied for by the Customer; and
    - (f) collecting overdue payments; and
    - (g) reporting on payment defaults and personal bankruptcy and insolvency issues;
5. acknowledges and agrees that the term "dormakaba" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors;
6. acknowledges and agrees that this Deed is governed by and must be construed in accordance with the laws which apply in the State of Victoria and the parties submit to the jurisdiction of that State.

## Executed as a Deed.

Date:.....

Signed sealed and delivered )

By:.....)

in the presence of.....)

.....

Witness Signature

Date: .....

Signed sealed and delivered )

By:.....)

in the presence of .....

.....

Witness Signature