

SECTION 5: GUARANTEE AND INDEMNITY

WARNING: This is a legal document. You should seek independent legal advice prior to signing.

In consideration of RF Composites Pty Ltd ABN 21 164 742 536 (hereinafter referred to as **"RF Composites"**) agreeing to supply the following Company/Partnership/Trust/Sole Trader **"the Customer"**

(Hereinafter referred to as **"the Customer"**)

(Name of the Customer)

I/We

(Full Name of Guarantor)

of

(Address of Guarantor)

&

(Full Name of Guarantor)

of

(Address of Guarantor)

&

(Full Name of Guarantor)

of

(Address of Guarantor)

(Hereinafter referred to as **"We"** or **"I"** as the case may be)

- We unconditionally and irrevocably guarantee prompt payment of the guaranteed money and the performance by the buyer under the supply agreement. We enter into this document for valuable consideration that includes RF Composites entering into the supply agreement with the buyer at our request and/or RF Composites supplying of continuing to supply goods under the supply agreement. If any guaranteed money is not owing by or recoverable from the buyer for any reason we indemnify RF Composites against any loss. The amount of that loss will equal the amount RF Composites would otherwise have been entitled to recover.
- Neither this document nor our obligations under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge us or in any way relieve us from any obligation whether with or without our consent or knowledge. This provision is a principal and independent obligation.
- This document:
 - is a continuing guarantee and indemnity;
 - will not be taken to be wholly or partially discharged by the payment of any money and the related obligations of the buyer at any time or by any settlement of account or other matter or thing; and
 - remains in full force until the guaranteed money and the related obligations have been fully performed by the buyer and we have completely performed our obligations under this document.
- This document covers the guaranteed money and related obligations of the buyer as varied from time to time including as a result of any amendment to, or waiver under your supply agreement and whether or not with our consent or notice to us. This does not limit any other provision. A judgment obtained against the customer will be conclusive against us.
- We give RF Composites a security interest in all present and future property of ours including real property. We agree that RF Composites may lodge a caveat against any real property of ours and agree to give RF Composites a mortgage in respect of it in registrable form if required by RF Composites. The security interest given by us is given as beneficial owner. If we are trustee of any trust, we acknowledge that the security interest given by us applies to the assets of the trust and our personal assets. We irrevocably appoint RF Composites our attorney by way of security for the purposes of this clause and in respect of any enforcement powers; and
 - The security interest given by this clause is a continuing security interest and to the extent that the security interest in this clause covers personal property, we waive any rights to receive a verification certificate under the Personal Property Securities Act.
- If RF Composites is required by law to disgorge any payment received by RF Composites under the supply agreement or this document under any statutory provisions then RF Composites and we will be restored to the rights which each would have had if the payment had not been made. We indemnify RF Composites against any resulting loss, cost or expense. This provision continues after this document is discharged.
- Until the guaranteed money has been irrevocably paid and discharged in full we are not entitled to and shall not, except as directed by RF Composites:
 - be subrogated to RF Composites or claim the benefit of any security interest or guarantee held by RF Composites or any third party at any time;
 - either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the liquidation of the customer without RF Composites' consent; or
 - have or claim any right of contribution or indemnity from the customer or any security provider.
- In this document, guaranteed money means all money which the buyer (whether alone or not) is or at any time may become actually or contingently liable to pay to or for RF Composites' account (whether alone or not) for any reason whatever under or in connection with the supply agreement. It includes money by way of principal, interest, fees, costs, indemnity, charges, duties or expenses or payment of liquidated or liquidated damages under or in connection with the supply agreement, or as a result of a breach of or default under or in connection with the supply agreement and includes money that the customer would have been liable to pay but for its liquidation, or some other reason.
- We must make all payments without set-off, counter claim or other deduction (except any compulsory deduction for taxation).
- Any certificate signed by RF Composites, any director or any person authorised by RF Composites as to the amount due and payable by us is sufficient evidence of our liability to RF Composites under these document as at the date of any such certificate unless proven wrong.
- Our obligations under this document bind our successors and permitted substitutes or assigns. If there is more than us those obligations bind us jointly and severally. The document applies even if one of us who is intended to sign does not sign. The provisions of this document survive termination of the supply agreement.
- Supply agreement means RF Composites' terms of trade (as amended or replaced from time to time) under which RF Composites supplies the buyer with goods and/or services from time to time.
- We agree to reimburse RF Composites for its expenses in relation to the actual or contemplated enforcement of the supply agreement and this document including legal costs and expenses on a full indemnity basis.
- This document is governed by the laws of Victoria. We submit to the non-exclusive jurisdiction of any Victorian court and waive any rights to claim that any courts there is an inconvenient forum.

EXECUTED AS A DEED on

day of

20

EXECUTED by the Guarantor/s

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Signature of Witness

Signature of Guarantor

Name of Witness (BLOCK LETTERS)

Full Name of Guarantor (BLOCK LETTERS)

EXECUTED by the Guarantor/s

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Signature of Witness

Signature of Guarantor

Name of Witness (BLOCK LETTERS)

Full Name Guarantor (BLOCK LETTERS)

EXECUTED by the Guarantor/s

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Signature of Witness

Signature of Guarantor

Name of Witness (BLOCK LETTERS)

Full Name Guarantor (BLOCK LETTERS)