

GUARANTEE - THIS MUST BE SIGNED & COMPLETED

IN CONSIDERATION of Moffat Pty Ltd ACN 070 810 2721 of 740 Springvale Road, Mulgrave, Victoria, 3170 ("the Supplier") at my/our request extending credit for the supply of goods and/or services to the Customer.

I/We, _____ and _____ (print names)
of _____ and _____ (print addresses)

("the Guarantor/s")

1. hereby acknowledge that I/We have read, understood and have agreed to the Supplier's Terms and Conditions;
2. irrevocably and unconditionally, jointly and severally, guarantee to the Supplier the due and punctual payment of all moneys payable to the Supplier by the Customer on demand

(including costs in accordance with Terms and Conditions) and indemnify the Supplier accordingly;

3. agree to indemnify the Supplier against any loss of money due to the supply by the Customer under or relating to any sale by or credit granted by the Supplier to the Customer, including expenses and legal costs associated with the collection of outstanding monies, including any loss suffered by the Supplier as a result of the Customer's failure to perform or observe any term and condition of credit or sale;
4. agree, at the request of the Supplier, to enter into a Security Agreement with the Supplier to grant in favour of the Supplier a Security Interest in all the Guarantor's present and after acquired property;
5. now charge my/our interest in any real property registered in my/our names in favour of the Supplier to secure this guarantee and indemnity and authorise the lodgement of a caveat to support this charge;
6. accept that my/our guarantee is unaffected by the enforceability of payment of any amount referred to in paragraph 2 of this guarantee by the liquidation or bankruptcy of the Customer, by the giving of time or any indulgence to the Customer by the Supplier or otherwise; and
7. agree that demand may be made of me/us by the Supplier without demand being made of the Customer. I/We accept that demand may be made of me/us by the Supplier without demand being made of the Customer

Please note the original of this document must be received by Moffat Pty Ltd before consideration will be given to opening the account

"PPSA" means the *Personal Property Securities Act 2009 (Cth)*.

"Registration Commencement Time" has the same meaning as given to that term in the PPSA.

"Security Agreement" means (a) prior to the Registration Commencement Time any fixed and floating Charge; or (b) and from the Registration Commencement Time any general security deed, to be granted by the Guarantor in favour of the Supplier over all their present and after acquired property in a form satisfactory to the Supplier.

"Security Interest" means: (a) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement; (b) a security interest as defined in the PPSA; or (c) any document to grant or create anything referred to in either paragraphs (a) or (b) of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.

DATED: This..... **day of**

Signed by the Guarantor

In the presence of

.....

Signed by the Guarantor

Please print name

.....

OFFICE USE ONLY

Account number:

Credit Limit:

Authorised By:

Trading Terms:

Date Opened:

Trade Reference Results:

1.....

2.

3.

Initialled by buyer's Authorised Officer