

**GUARANTEE & INDEMNITY BY COMPANY DIRECTORS ("Guarantee")**

- It is only necessary to complete this Guarantee if the Customer is a company
- At least 2 directors must complete the Guarantee

To: **AUSTRALIA ON A PLATE PTY LIMITED** (ACN 068 922 076)  
of 4/25 Ossary Street, Mascot NSW 2020 (the 'Seller')

Re: .....(name of purchasing company)

ACN.....

of .....(address of purchasing company)  
(the 'Purchaser')

1. At the request of the person/s described below ( the 'Guarantor') has indicated that it may, at its discretion:
  - a. Sell goods and services under the sellers usual terms & conditions of sale (the 'Sellers Terms & Conditions') to the Purchaser;
  - b. Make available certain financial accommodation to the Purchaser.
2. The Guarantor gives this guarantee and indemnity in consideration of the Seller, at the request of the Guarantor:
  - a. Providing or continuing to provide financial accommodation to the Purchaser;
  - b. Refraining from immediately asking for payment of any amounts now owing by the Purchaser.
3. The guarantor unconditionally and irrevocably guarantees to the Seller the due and punctual payment by the Purchaser to the Seller of all monies (the 'Guarantee Monies') at any time actually or contingently owing to the Seller by the Purchaser either alone or jointly and severally on any account, including, without limitation, by way of:
  - a. Monies payable for goods and services purchased by the Purchaser from the Seller;
  - b. Interest;
  - c. Costs and charges;
  - d. Indemnity and damages.
4. If the Purchaser defaults in payment of the Guarantee Monies, the Guarantor shall pay those monies on demand, by way of currency or unencumbered property, to or as directed by the Seller in order to discharge the debt in full.
5. Demand by the Seller may be signed by any of its managers or officers, or any of its solicitors, and served on the Guarantor at the registered office of the Purchaser, or on any Guarantor at its address shown below. If posted, with the postage prepaid, the demand will be taken to be served two business days after posting.
6. The Guarantor unconditionally and irrevocably guarantees to the Seller the due and punctual performance and observation by the Purchaser of each of the Sellers Terms & Conditions.
7. The Guarantors obligations under this guarantee and indemnity are principal obligations and are not ancillary or collateral to any other right or obligation. The Guarantors obligations may be enforced against the Guarantor without the Seller being required to take any action against the Purchaser or under any security it may hold for the Guarantee Monies.
8. This is a continuing guarantee and indemnity. The Guarantors liability is absolute and unconditional and is not affected by anything at all which, but for this provision, might operate to relieve the Guarantor of any obligation in whole or part, including, without limitation:
  - a. Any transaction or arrangement , including an arrangement which increases the Guarantee Monies, any extension of time, waiver or release, or any variation in the Sellers Terms & Conditions, which may be made or given between any of the Seller, the Purchaser, the Guarantor or anyone else;
  - b. The bankruptcy, winding up, liquidation or becoming insolvent under administration of, or appointment of any administrator to the Guarantor, the Purchaser or anyone else;
  - c. The fact that any other person fails to become bound or ceases to become bound as surety in respect of the Guarantee Monies;
  - d. Any failure by the Seller to give notice, or any other omission, delay or mistake on the part of the Seller;
  - e. Any change in the constitution, ownership, directors or management of the Purchaser; and
  - f. If the Purchaser is a trustee of a trust, the Purchaser acting beyond its powers under the trust.
9. Until the Guarantee Monies have been irrevocably paid in full, the Guarantor may not exercise any right or subrogation to the Seller and may not exercise any rights as surety in competition with the Seller.

10. Until that time, if the Purchaser is wound up, the Seller may prove for all monies which the Guarantor may have paid under the Guarantee and Indemnity and need not apply, in discharge of the Guarantee Monies, any monies which it received.
11. For the consideration mentioned above, the Guarantor unconditionally and irrevocably indemnifies the Seller against any loss or liability which it may suffer because the whole or any part of the Guarantee Monies is not recoverable from the Purchaser, and not recoverable from any Guarantor as a surety, and because of any default by the Purchaser in the performance and observance by the Purchaser of each of the Sellers Terms & Conditions.
12. A statement signed on behalf of the Seller by any of its authorised representatives, as to any matter or of any amount (including, without limitation amounts owing by the Guarantor) at the date specified in the statement is conclusive evidence in the absence of any manifest error.
13. If, after the Seller applies any amount against any of the Guarantee Monies, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under any law relating to bankruptcy, winding up or the protection of creditors, the rights of the Seller under this Guarantee and Indemnity will be reinstated, and will be the same in respect of the amounts as if the application, or the payment or transaction giving rise to it had not been made.
14. The Guarantor indemnifies the Seller against, and shall pay the Seller on demand, the amount of all costs, expenses and stamp duty in connection with the preparation, enforcement or discharge of this Guarantee and Indemnity.
15. If more than one person signs this Guarantee and Indemnity as Guarantor, they shall be jointly and severally liable.
16. The Guarantor hereby also grants an equitable charge over its entire personal joint and several assets in relation to any outstanding debts resulting from its Guarantee to the Seller.
17. In accordance with the Privacy Act 1988, I/ we agree to the Seller exchanging personal information about me/us with other credit providers for the purpose of assessing the application for credit. If the Seller approves the application for credit, this authorisation remains in force until the Guarantee monies have been irrevocably paid in full.

EXECUTED as an agreement on: .....

<p><b>GUARANTOR (1)</b></p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>	<p><b>WITNESS</b></p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>
<p><b>GUARANTOR (2)</b></p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>	<p><b>WITNESS</b></p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>