



Guarantee, Indemnity & Charge

To: Air Radiators Pty Ltd (ACN 005 037 856):

- 1.1 We guarantee payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with you.
- 1.2 We indemnify you against all loss or damage arising from any past, present or future dealing with the Customer or any of us.
- 1.3 We agree:
 - (a) to pay to a stakeholder nominated by you the amount you certify is payable before being entitled to dispute whether this amount is payable;
 - (b) that this agreement shall remain effective notwithstanding any conduct or event (including any Deed of Company Arrangement whether or not agreed to by you) which, but for this clause, may release or vary any obligation of the Customer or any of us;
 - (c) any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
 - (d) that we sign both in our personal capacity and as Trustee of every trust of which we are trustees; and
 - (e) we charge in our favour of all our estate and interest in any land and in any other assets whether tangible or intangible in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us and agree upon request, to execute any document requested by you to further secure our liability.
- 1.4 You may grant credit from time to time at your discretion to the Customer and/or forbear from taking any legal action for one month from the date hereof against the Customer.
- 1.5 We agree that this agreement and any claim or dispute between you, the Customer or any of us shall be governed by the laws of the State of Victoria.
- 1.6 For the purpose of giving effect to the Guarantor's obligations pursuant to this Guarantee, Indemnity & Charge, the Customer hereby irrevocably appoints your public officer its attorney in all things.
- 1.7 If more than one Guarantor is named or intended to sign as Guarantor, we each agree to be bound and liable for the full amount owed to you, even if we are the only one to sign.
- 1.8 You may take any arrangement or compromise with any of us, obtain additional guarantees, indemnities or securities from any party or release or compromise with any Guarantor or party without effecting our liability.
- 1.9 Any credit limit you grant or apply to the Customer is at your discretion and will not limit our liability to you.
- 1.10 You may make any inquiries you deem necessary to investigate our creditworthiness including enquiry with our bankers, any other credit provider or any credit reporting agency and including personal credit and consumer credit information (**Sources**). We authorise the Sources to disclose anything concerning us which is in their possession. We agree that you may disclose any information you have concerning us to the Sources.
- 1.11 Any part of any clause in this agreement shall be severable without affecting any other part of this Guarantee, Indemnity & Charge.
- 1.12 We acknowledge that the Customer is indebted to you in the sum noted below but acknowledge and agree that this Guarantee, Indemnity & Charge is unlimited.
- 1.13 We have each read and understood this document and enter it of our own free will.
- 1.14 In this Guarantee, Indemnity & Charge:
 - (a) **Customer** means the person(s) set out in the Schedule;
 - (b) **Guarantors** means the person(s) set out in the Schedule;
 - (c) **we** and **us** means each of the Guarantors and the Customer jointly and severally and the joint and several successors and assigns of each;
 - (d) **you** and **your** means Air Radiators Pty Ltd (ACN 005 037 856) and each of its subsidiaries, affiliates, associated companies, related entities, successors and assigns;
 - (e) words that import the singular import the plural and vice versa unless the contrary intention appears.



Guarantee, Indemnity & Charge Schedule

Customer : _____

Current Debt : _____

Guarantors :

1. _____ of _____
Name of Guarantor Address of Guarantor

Signed by Guarantor

Name of Witness

Signed by Witness

2. _____ of _____
Name of Guarantor Address of Guarantor

Signed by Guarantor

Name of Witness

Signed by Witness

3. _____ of _____
Name of Guarantor Address of Guarantor

Signed by Guarantor

Name of Witness

Signed by Witness

4. _____ of _____
Name of Guarantor Address of Guarantor

Signed by Guarantor

Name of Witness

Signed by Witness

Dated : _____

Important Notice : If you sign this Guarantee, Indemnity & Charge, you may be required to pay someone else's debts. It is suggested you seek independent legal advice.