

Guarantee and indemnity

Each director of the Customer must sign this document. Guarantors should seek legal advice about this document.

**Full legal name
and ABN of
Customer:**

(Customer)

In consideration of Arcus Wire Group Pty Ltd (ABN: 25 000 465 163) (**Arcus**) agreeing to supply or continuing to supply the Customer goods and/or services to the Customer, each director of the Customer who has signed this document below as guarantor (in this document called **Guarantors**), which expression includes each Guarantor separately as well as any two or more of them collectively, and includes also any Guarantor's personal representative(s), hereby agree with Arcus as follows:

1. The Guarantors guarantee the Customer's payment to Arcus of all monies, when due, and the discharge of all obligations owed to Arcus by the Customer.
2. The Guarantors indemnify Arcus against all loss Arcus suffers if:
 - a. the Customer does not pay Arcus what it is owed;
 - b. if the Customer does not perform any obligation it owes Arcus; or
 - c. if Arcus cannot recover that money or obtain performance of those obligations because of the death, insolvency or other incapacity of the Customer.
3. The Guarantor must pay Arcus all legal and other costs to Arcus of enforcing this document and any agreement with the Customer on a full indemnity basis.
4. Arcus is not required to ask the Customer to pay or to enforce any other guarantee or security that Arcus may hold before asking the Guarantors to pay Arcus.
5. The Guarantors' obligations to Arcus will continue until all Arcus' agreements with the Customer have ended and Arcus is owed nothing.
6. The Guarantor remains liable to Arcus even if Arcus' agreements with the Customer and money owing by the Customer to Arcus are varied, replaced or increased and even if the Customer or other guarantors do not sign, die, are released, given time or other indulgence by Arcus, or become insolvent or if Arcus' agreement with the Customer is unenforceable.
7. The Guarantors may not make claims against the Customer or the Customer's property which compete with Arcus' claims.
8. The Guarantors must pay the money guaranteed and indemnified under this document to Arcus in full and the Guarantors may not exercise any right of set-off against any money which the Guarantors believe Arcus owes to them.
9. Arcus may use and apply money which the Guarantors pay it towards repayment of any part of the money owned by the Customer as Arcus sees fit.
10. As between Arcus and the Guarantors this guarantee is a principal obligation so that the obligations of the Guarantors are entirely independent of the obligations of the Customer to Arcus.
11. To secure the Guarantors' obligations and actual, potential and future liability to Arcus pursuant to this document, the Guarantors charge in favour of Arcus all of their estate or interest in any freehold or leasehold land which the Guarantors now have or may acquire with all money for which the Guarantors may be liable from time to time hereunder and the Guarantors acknowledge that Arcus has a caveatable interest in such land.
12. Notices to be served on the Guarantors concerning any matter relating to this Guarantee are sufficiently served if posted to the Guarantors by registered mail at their addresses detailed in this document.
13. This document is governed by the law of New South Wales. Words importing the plural number or the singular number in this Guarantee include the singular number and the plural number respectively.



Signed by each Guarantor

Guarantor:

Guarantor signature Guarantor name Guarantor residential address Date

Witness signature Witness name Witness residential address Date

Guarantor:

Guarantor signature Guarantor name Guarantor residential address Date

Witness signature Witness name Witness residential address Date

Guarantor:

Guarantor signature Guarantor name Guarantor residential address Date

Witness signature Witness name Witness residential address Date

Guarantor:

Guarantor signature Guarantor name Guarantor residential address Date

Witness signature Witness name Witness residential address Date

(if the Customer has more than four directors, then each of those additional directors must sign this document as Guarantor. Please attach an additional signature page where necessary)

ARCUSWIRE GUARANTEE AND INDEMNITY